AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
May 14, 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. Recognize Tiffany Jamerson, Key Accounts Specialist, Electric Department, as the April 2024 Strongest Link in the Chain award recipient. *Director of Electric, Jennifer Freeman, will address.*

2. Presentation of proclamation for Asian American and Pacific Islander Heritage Month.

3. Presentation of a proclamation declaring May 19th - 25th, 2024 to be National Public Works Week and Public Works Week in the City of Griffin.

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

CITIZEN COMMENTS

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

PUBLIC HEARINGS

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

CONSENT AGENDA

5. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on April 23, 2024.

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

7. Consider the purchase of two 1000 KVA 3-phase pad mount transformers in the amount of $120,040.00 and two 750 KVA 3-phase pad mount transformers in the amount of $97,130.00 for a total of $217,170.00 from Gresco Utility Supply, Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

8. Consider a contract for preventative maintenance of medium voltage variable frequency drives from McNaughton-McKay Electric Co., sole source, in the amount of $70,745.43 for the Still Branch Water

Treatment Plant. *Director of Water and Wastewater, Brandon Lewis, will address.*

9. Consider the purchase of ten fire hydrants from Macon Supply Company, lowest quote, in the amount of $27,554.68. *Director of Water and Wastewater, Brandon Lewis, will address.*

REGULAR AGENDA

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

10. Consider a contract with Blount Construction, low bidder, in the amount of $295,986.17 for paving and landscaping the 6th Street parking lot located at 219 E Bank Street. *Public Works Director, Mariza Eller, will address.*

11. Consider a contract with Doric Vault Company, sole bidder, for interment and burial services at Oak Hill Cemetery with the cost of service dependent upon each service provided as stated in the price sheet within the contract. *Public Works Director, Mariza Eller, will address.*

12. Consider authorizing the repairs of Ladder 3, a 2012 E-One Aerial, by Williams Fire Apparatus, Single Source, in the amount of $36,895.00 and authorize the payment of any associated invoice for shipping and handling. *Fire Chief, John Hamilton, will address.*

13. Consider a contract with Waveko, lowest quote, in the amount of $87,596.00 for the building remodel of the new police precinct located at the corner of Anne Street and Beck Street. *Public Works Director, Mariza Eller will address.*

14. Consider purchase from SHI, state contract, to provide security cameras, wireless access points, and displays in the amount of $20,443.14, and consider purchase for cable installation for said equipment from Georgia Entry Solutions, LLC, lowest and most responsive bidder, in the amount of $8,800.48 for the Griffin Police Department's Anne Street Precinct. *Chief Technology Officer Gibb Cotton will address.*

15. Consider a contract with Georgia Entry Solutions, lowest quote, in the amount of $24,775.84 for the purchase and installation of an electronic gate at the new police precinct located at the corner of Anne Street and Beck Street. *Administrative Services Division Captain, Daniel Jett, will address.*

16. Consider purchase from FARO Technologies Inc., Single Source, to provide a FARO Focus Premium which includes a crime scene laser scanner and training for the Griffin Police Department's crime scene unit in the amount of $66,874.79. *Criminal Investigations Division Captain, John Hayes, will address.*

17. Consider Georgia Airport Aid Funding Grant Contract for airport engineering, design and/or planning assistance in the amount of $141,281.14 for the new replacement Griffin-Spalding Airport between the Georgia Department of Transportation, the City of Griffin, Spalding County and the Griffin-Spalding Airport Authority. *Airport Director, Robert Mohl, will address.*

18. Consider, on first reading, an ordinance amending Code of Griffin, Chapter 54, Health and Sanitation, by adding Article III, Mobile Food Vendor. *Staff Attorney, Kelsey Carden, will address.*

19. Consider acceptance of Option for Right of Way from the Georgia Department of Transportation in the amount of $129,000.00 for the acquisition of 0.127 acres of land at 1150 County Line Road, Griffin, GA 30224 (Potato Creek Wastewater Treatment Plant) and for the cost to cure the fencing, gate, and asphalt at the plant. *City Manager, Jessica O'Connor, will address.*

20. Consider renewal of the Memorandum of Understanding among the City of Griffin, Spalding County, Griffin-Spalding County Board of Education and UGA Archway Partnership as participants in the Spalding County Archway Partnership for FY25 in the amount of $20,000.00. *City Manager, Jessica O'Connor, will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Tiffany Jamerson, Key Accounts Specialist, Electric Department, as the April 2024 Strongest Link in the Chain award recipient. *Director of Electric, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

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

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

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Tiffany Jamerson - Strongest Link in the Chain, April.pdf

Strongest Link in the Chain (Individual) Nomination Form

Nominee Name: Tiffany Jamerson Department: Electric

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

Nominee Department Director Approval for submission: Jennifer Freeman Date 4/30/24

Your (Nominator) Name: Erin Kelley Department: GIS

Submission Date to HR: 4/30/2024

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

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

Reason for the Nomination

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

I would like to nominate Tiffany Jamerson for Strongest Link. Tiffany is the type of employee who has a great attitude and goes above and beyond with everything she does. She serves on several committees and frequently volunteers her time after work at City events like 2nd Saturdays and Stream Clean Up.

For the past few months, Tiffany has taken on additional responsibility to help the Public Works department when their admin coordinator position was vacant. She has been balancing the responsibilities of two different jobs in two different departments. She is currently helping to train the new admin coordinator as well.

Tiffany is an outstanding employee who gives so much of her time and energy to the city. She is hard-working, positive, and an all-around great coworker. She is truly the embodiment of the Strongest Link.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Asian American and Pacific Islander Heritage Month.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Asian American and Pacific Islander Heritage Month 2024.pdf

Proclamation

Asian American and Pacific Islander Heritage Month

WHEREAS, In 1979, Congress designated the week of May 4th as an annual celebration in observance of Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Week. The weeklong celebration was extended to the entire month in 1990 by an Act of Congress; and

WHEREAS, During Asian American and Pacific Islander Heritage Month, we celebrate and learn about the diverse and tremendous contributions made by Asian Americans and Pacific Islanders. Among their contributions are those made in science, government, politics, the armed forces, medicine, literature, sports and the arts; and,

WHEREAS, the history of Asian Americans and Pacific Islanders is filled with stories of resilience, persistence, and determination, and we value AAPI citizens as an integral part of the fabric of our community; and

WHEREAS, the City of Griffin wishes to pay tribute to the generations of Asian Americans, Native Hawaiians, and Pacific Islanders in our community. This month provides us with an opportunity to reflect on the vibrant culture and innumerable contributions AAPI residents make to our community;

NOW, THEREFORE BE IT RESOLVED,

that the Board of Commissioners of the City of Griffin
does hereby proclaim May 2024 as

Asian American and Pacific Islander Heritage Month

in the City of Griffin and urges all citizens to explore
AAPI history, culture and accomplishments.

IN WITNESS
WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 14th day of May
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 declaring May 19th - 25th, 2024 to be National Public Works Week and Public Works Week in the City of Griffin.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

14/05/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Public Works Week 2024.pdf

Proclamation

National Public Works Week
Public Works Week in the City of Griffin

"Advancing Quality of Life for All"

WHEREAS, The infrastructure, facilities and services that are collectively known as Public Works are of vital importance to sustainable communities and to the health, safety and well-being of the people of the City of Griffin, thereby contributing immeasurably to our citizens' quality of life; and

WHEREAS, Such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, cemetery, golf course, public buildings, parks, fleet management, signs and other structures and facilities essential to serve our citizens; and

WHEREAS, It is in the public interest for the citizens, civic leaders and children of Griffin, our state and our nation to gain knowledge of, and to maintain a progressive interest in, the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024, from May 19 to 25, marks the 64th annual National Public Works Week (NPWW) sponsored by the American Public Works Association (APWA). Through NPWW and other efforts, the APWA seeks to raise the public's awareness of public works issues and to increase confidence in, and an appreciation for, public works employees who are dedicated to improving our quality of life for not only present, but for future generations.

BE IT NOW RESOLVED that the Board of Commissioners of the City of Griffin does hereby declare that this Proclamation be spread upon the minutes of the City's Board of Commissioners meeting and that its official Seal be affixed, designating the week of May 19-25, 2024 to be

National Public Works Week and Public Works Week in the City of Griffin

and we urge all Griffin citizens to join with representatives of the American Public Works Association, as well as local and state government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to our national health, safety, welfare and quality of life.

IN WITNESS WHEREOF,

I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this, the fourteenth day of May in the year of our Lord two thousand twenty-four.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

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

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Deborah Gilbert

Meeting Date:

14/05/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Cash Balance 03312024.pdf

Interim Statements by Fund 03312024.pdf

LOST 03312024.pdf

TSPLOST 03312024.pdf

	6/30/2023	03/31/2024		
	ALL FUNDS	**OPERATING**	**RESTRICTED**	**RESERVED**
CASH AND CASH EQUIVALENTS				
Cash				
101-General Fund	$9,257,236.49	$17,416,601.78	$651,854.12	
210-Confiscated Assets Fund	142,773.92		267,763.99	
235-Community Development Block Grant 2022			8,400.00	
251-Multiple Grant Fund	131,624.93		263,471.79	
253-Neighborhood Stabilization Program	163,493.78		326,987.56	
255-Neighborhood Stabilization Program NSP3	151,868.23		303,736.46	
270-Tax Incentive Program (TIP)	21,101.53		42,203.06	
271-Tax Allocation District (TAD #1)	800,917.03		1,874,317.40	
272-Tax Allocation District (TAD #2)	2,338,768.35		5,159,820.30	
282-Court Technology Fund	178,172.00		371,532.32	
283-Police Donations Fund	8,479.48		16,958.96	
321-SPLOST Fund 2016	9,967,083.19		19,550,712.79	
335-T-SPLOST Fund 2022	4,913,830.37		12,519,064.84	
505-Water/Wastewater Utility Fund	4,802,993.52	9,580,527.66		
510-Electric Utility Fund	2,792,038.20	7,607,677.02	324,943.18	
540-Solid Waste Fund	1,009,822.02	771,520.44		1,297,823.20
550-Airport Fund	991,299.90	1,881,773.81	1,677.96	
560-Stormwater Utility Fund	861,101.74	1,308,765.78		
591-Golf Course Fund	1,229,040.04	2,760,918.08		
601-Internal Service Fund - Motor Pool Fund	1,479,038.47	2,943,347.07		
610-Internal Service Fund - Payroll	70,451.33		303,684.09	
611-ISF-Employee Benefits Fund	780,951.72			
745-Municipal Court Fund	332,057.38		673,872.31	
771-OPEB Fund	39,412.59		78,825.18	
791-Cemetery Trust Fund	1,179,484.75		2,396,220.59	
792-Mausoleum Trust Fund	315,501.25		631,002.50	
952-Main Street Fund	52,182.04		110,933.03	
953-Downtown Development Fund	132,940.16		265,195.44	
Total Cash	44,143,664.41	44,271,131.64	46,143,177.87	1,297,823.20
Investments				
101-General Fund	20,959,005.29	46,076,541.81		1,317,502.38
505-Water/Wastewater Utility Fund	3,946,474.63		7,987,929.17	
510-Electric Utility Fund	47,500,201.25	4,547,454.40	6,488,762.85	85,731,140.60
540-Solid Waste Fund	681,709.96	572,973.81	814,997.50	
591-Golf Course Fund	97,008.77	194,017.54		
771-OPEB Fund	2,459,749.00		4,919,498.00	
791-Cemetery Trust Fund	4,090,969.81		8,513,336.25	
792-Mausoleum Trust Fund	496,922.74		1,009,361.14	
793-Light Water Sewer (LWS) Emergency Trust Fund	1,043,037.02		2,119,013.62	
Total Investments	81,275,078.47	51,390,987.56	31,852,898.53	87,048,642.98
Total Cash and Investments	**$125,418,742.88**	**$95,662,119.20**	**$77,996,076.40**	**$88,346,466.18**

INTERIM STATEMENTS by Fund

All Funds: City-Wide

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
TAXES							
Real property - current year	$82,346	$5,066,087	$5,205,585	($139,498)	97.32%	$5,183,123	$5,264,942
Public utility	7,796	27,449	20,480	6,969	134.03%	20,489	44,838
Real property - prior year	8,726	104,371	191,280	(86,909)	54.56%	191,281	218,452
Motor vehicle	1,473	18,937	23,090	(4,153)	82.01%	23,091	28,951
Intangible	3,387	40,529	50,000	(9,471)	81.06%	34,712	45,231
Railroad equipment		7,372	7,500	(128)	98.29%	7,239	7,239
Property not on digest			5,000	(5,000)			
Real estate transfer (intangible)	1,934	18,478	10,675	7,803	173.10%	10,677	16,943
Total Taxes	105,662	5,283,223	5,513,610	230,387	95.82%	5,470,612	5,626,596
Motor vehicle title ad valorem tax fee	68,715	542,833	750,000	(207,167)	72.38%	552,785	740,090
Alternative ad valorem tax (AAVT)		4,365		4,365			
Franchise taxes:							
Electric	64,784	64,784	75,000	(10,216)	86.38%	82,718	82,718
Gas	48,333	192,270	190,000	2,270	101.19%	142,870	190,672
Television cable		139,315	210,000	(70,685)	66.34%	105,085	205,883
Telephone	311	9,336	25,000	(15,664)	37.34%	17,008	26,998
Payment In Lieu of Tax GHA	8,735	8,735	25,000	(16,265)	34.94%		15,585
Video		11,443	20,000	(8,557)	57.22%	9,893	17,483
Total Franchise taxes	122,163	425,883	545,000	(119,117)	78.14%	357,574	539,339
Total Taxes and Franchise taxes	296,540	6,256,304	6,808,610	552,306	91.89%	6,380,971	6,906,025
Local option sales and use taxes	459,845	4,252,064	5,300,000	(1,047,936)	80.23%	4,139,158	5,574,715
Hotel/Motel	8,899	100,475	132,000	(31,525)	76.12%	117,506	143,939
Alcoholic beverage excise	35,975	461,390	684,000	(222,610)	67.45%	431,150	593,829
Total selective sales and use taxes	44,874	561,865	816,000	(254,135)	68.86%	548,656	737,768
Business taxes:							
Business and occupation taxes	6,791	449,996	430,000	19,996	104.65%	435,291	458,554
Insurance premium taxes		2,084,942	1,955,000	129,942	106.65%	1,937,372	1,937,372
Financial institutions taxes	86,444	86,444	115,000	(28,556)	75.17%	108,843	108,843
Total business taxes	93,235	2,621,382	2,500,000	121,382	104.86%	2,481,506	2,504,769
Penalties and interest on deliquent taxes							
Real	4,443	39,754	55,000	(15,246)	72.28%	77,084	103,021
Business	749	2,686	3,000	(314)	89.53%	3,231	4,926
Total penalties and interest on deliquent taxes	5,192	42,440	58,000	(15,560)	73.17%	80,315	107,947
TOTAL TAXES	**899,686**	**13,734,055**	**15,482,610**	**(1,748,555)**	**88.71%**	**13,630,606**	**15,831,224**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	950	55,425	62,000	(6,575)	89.40%	57,525	58,275
Wine	950	54,425	60,000	(5,575)	90.71%	56,525	57,275
Liquor	3,000	97,500	120,000	(22,500)	81.25%	115,450	115,450
Total alcoholic beverage licenses	4,900	207,350	242,000	(34,650)	85.68%	229,500	231,000
General business licenses:							
Insurance	2,250	33,638	35,000	(1,362)	96.11%	34,763	35,738
Total general business licenses	2,250	33,638	35,000	(1,362)	96.11%	34,763	35,738
Total Business licenses	7,150	240,988	277,000	(36,012)	87.00%	264,263	266,738
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	450	3,438	12,000	(8,562)	28.65%	8,500	17,250
House moving permit			500	(500)			
Sign permits	1,685	10,740	12,500	(1,760)	85.92%	10,570	13,690
Other permits		550	1,500	(950)	36.67%	1,100	1,550

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Catering		2,050	3,200	(1,150)	64.06%	2,875	3,600
Total building and sign permits	2,135	16,778	29,700	(12,922)	56.49%	23,045	36,090
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	5,350	49,020	41,500	7,520	118.12%	34,335	55,185
Building	27,548	211,449	250,000	(38,551)	84.58%	204,839	357,022
Plumbing	2,239	14,132	20,000	(5,868)	70.66%	16,234	25,330
Electrical	4,319	29,451	40,000	(10,549)	73.63%	32,938	52,594
Gas	984	5,836	2,000	3,836	291.80%	700	1,030
Mechanical	1,334	11,334	20,000	(8,666)	56.67%	14,339	22,698
Total building structures and equipment permits	41,774	321,222	373,500	52,278	86.00%	303,385	513,859
Total non-business licenses and permits	43,909	338,000	403,200	(65,200)	83.83%	326,430	549,949
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	267	742		742		954	1,635
Total penalties and interest on deliquent licenses and permits	267	742		742		954	1,635
TOTAL LICENSES AND PERMITS	**51,326**	**579,730**	**680,200**	**(100,470)**	**85.23%**	**591,647**	**818,322**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	9,065	66,161	72,000	(5,839)	91.89%	60,588	107,931
Fees - demolition recovery	107	13,376	35,000	(21,624)	38.22%	62,646	70,652
Fees - zoning applications	300	3,602	5,000	(1,398)	72.04%	4,905	6,505
Fees - reimbursements	200	3,400	25,000	(21,600)	13.60%	2,768	2,768
Information technology fees	300	2,700		2,700		2,700	3,600
Indirect cost allocation	561,747	5,055,725	6,801,802	(1,746,077)	74.33%	4,701,451	6,271,225
IT equipment cost allocation						875,334	1,167,112
GIS cost allocation	27,856	222,848	334,273	(111,425)	66.67%		
Motor pool charges	100,366	777,327	1,186,895	(409,568)	65.49%	801,912	1,071,380
Publication Sales						340	340
Business occupation tax admin fee	1,950	74,740	65,000	9,740	114.98%	57,000	63,910
Total general government	701,891	6,219,879	8,524,970	2,305,091	72.96%	6,569,644	8,765,423
Public safety - fire inspections	152	5,976	3,000	2,976	199.20%	2,301	4,801
Public safety - prisoner housing fees	6,149	57,606	80,000	(22,394)	72.01%	82,475	99,539
Streets and public improvements	77	323		323		79	219
Utilities / enterprise charges and fees							
Fees - Collection - Residential	242,295	2,158,347	3,271,350	(1,113,003)	65.98%	1,888,423	2,813,943
Fees - Collection - Commercial	108,460	935,507	1,220,575	(285,068)	76.64%	785,045	1,180,860
Fees - Transfer Station	123,403	1,101,029	1,714,000	(612,971)	64.24%	1,206,943	1,587,379
Fees - Special Handling	1,425	12,390	22,050	(9,660)	56.19%	12,720	16,760
Fees - Rolloff Containers	63,050	578,289	654,942	(76,653)	88.30%	440,431	645,843
Fees - Yard Waste Disposal	73,043	652,019	895,730	(243,711)	72.79%	570,643	849,662
Fees - Yard Waste Special Handling	(21)	(318)		(318)		(150)	(278)
Sale of Recycled Materials	240	72,755	8,000	64,755	909.44%	39,745	45,191
Permit Fees - Commercial Hauler	500	2,900	3,000	(100)	96.67%	2,200	3,200
Fees - Landfill Use	223,842	1,916,957	2,300,000	(383,043)	83.35%	1,716,728	2,455,399
Water Institutional	19,150	202,812	435,273	(232,461)	46.59%	234,558	305,378
Fees - Water Industrial	60,822	480,100	628,335	(148,235)	76.41%	523,591	728,806
Fees - Water Residential	348,027	3,293,717	4,636,113	(1,342,396)	71.04%	2,916,390	4,305,717
Fees - Water Commercial	118,258	982,234	1,573,194	(590,960)	62.44%	834,766	1,327,544
Pass-Thru Water Spalding County	(412,251)	(3,723,215)	(4,139,029)	415,814	89.95%	(3,241,787)	(4,979,260)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Fire Hydrant Water	17,332	51,364	53,522	(2,158)	95.97%	45,315	68,864
Fees - Water Lock Cut	225	1,100	1,500	(400)	73.33%	700	1,175
Bulk Water - Spalding County	781,392	7,505,614	9,653,475	(2,147,861)	77.75%	6,435,255	9,569,263
Bulk Water - Williamson	7,701	71,725	95,092	(23,367)	75.43%	54,073	80,925
Bulk Water - Zebulon	32,335	281,937	502,087	(220,150)	56.15%	351,194	460,886
Bulk Water - Butts County	2,200	22,930	37,553	(14,623)	61.06%	25,287	36,567
Bulk Water - Coweta County	517,500	4,836,300	6,472,710	(1,636,410)	74.72%	4,435,748	6,294,248
Bulk Water - City of Concord	2	1,406	2,572	(1,166)	54.67%	3,604	3,611
Fees - Water Irrigation	8,554	335,187	308,381	26,806	108.69%	302,995	380,568
Fees - Meter Install	770	23,510	15,800	7,710	148.80%	14,880	25,255
Sewer Flat - Industrial	81,407	607,493	730,927	(123,434)	83.11%	524,703	720,316
Sewer Flat - Residential	478,862	4,467,485	5,824,019	(1,356,534)	76.71%	3,877,694	5,793,085
Sewer Flat - Commercial	232,716	2,130,808	2,689,631	(558,823)	79.22%	1,897,863	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	10,500	4,200
Stormwater - Residential Upper Tier	35,057	313,251	442,469	(129,218)	70.80%	270,452	404,166
Stormwater - Residential Lower Tier	19,367	173,197	226,402	(53,205)	76.50%	141,822	212,583
Stormwater - Commercial Fees	188,480	1,685,905	2,259,649	(573,744)	74.61%	1,479,846	2,171,204
Sewer - Sun City	126,814	1,102,829		1,102,829		905,665	1,385,346
Sewer - Greyson Parc	9,326	66,913		66,913			3,635
Fees - Electric Residential Service	1,522,850	15,615,186	20,123,566	(4,508,380)	77.60%	12,277,573	17,821,233
Fees - Electric Commercial Service	1,557,018	14,894,850	20,526,121	(5,631,271)	72.57%	12,293,990	18,086,561
Fees - Electric Industrial Service	709,130	6,390,507	8,129,452	(1,738,945)	78.61%	5,228,801	7,827,256
Fees - Electric Fuel Adjustment	654,528	6,354,162	8,427,273	(2,073,111)	75.40%	4,790,695	7,118,640
Fees - Electric Temporary Service	250	1,200	5,000	(3,800)	24.00%	2,450	3,000
Fees - Pole Rental Current Year	129,431	143,956	253,000	(109,044)	56.90%	160,579	304,278
ECCR Adjustment	123,496	1,198,898	1,590,052	(391,154)	75.40%	1,325,299	1,764,540
Telecom - Telephone Revenue	1,147	11,415	52,200	(40,785)	21.87%		
Telecom - Telephone Internal Customer Fees	5,197	43,450		43,450		38,982	54,282
Total utilities / enterprise charges and fees	8,213,330	77,010,701	101,666,986	(24,656,285)	75.75%	64,826,211	94,676,591
Other / enterprise charges and fees							
Green Fees	14,444	184,744	218,000	(33,256)	84.74%	170,804	315,258
Handicap Fees	175	700	800	(100)	87.50%		
Golf Cart Rentals	22,857	247,622	198,000	49,622	125.06%	147,852	165,976
Merchandise Sales	1,065	25,462	48,000	(22,538)	53.05%	40,112	56,542
Driving Range Fees	1,860	19,759	22,000	(2,241)	89.81%	16,787	25,227
Membership Fees	6,300	33,850	20,000	13,850	169.25%	23,100	37,100
Food & Beverage	2,425	24,633	33,000	(8,367)	74.65%	24,125	33,175
Beer Sales	1,140	15,038	14,000	1,038	107.41%	10,908	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	6,157	28,514	18,000	10,514	158.41%	25,883	45,474
Golf Balls	1,615	11,859		11,859			
Fuel Sales - AVGAS	17,862	132,369	172,610	(40,241)	76.69%	116,449	149,764
Fuel Sales - Jet A	8,076	96,496	176,700	(80,204)	54.61%	128,168	166,035
Airport Services - Tug Fees	70	1,090		1,090		210	240
Fiber Fees	47,998	411,969	550,000	(138,031)	74.90%	359,554	533,308
Fiber Fees - Internal Customer Fees	39,471	354,819	477,671	(122,852)	74.28%	312,749	443,118
Total other / enterprise charges and fees	171,515	1,588,964	1,949,781	(360,817)	81.49%	1,376,701	1,990,582
Other fees							
General Fund-Customer Service -Charges for Serv- -	59,316	526,742	705,850	(179,108)	74.63%	482,811	709,517

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fuel Flowage Fees	5,680	18,640	22,400	(3,760)	83.21%	19,120	24,800
Landfill Capital Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	59,641	84,252
Landfill Closure Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	58,004	82,616
Container Fees	4,800	37,320	44,605	(7,285)	83.67%	34,740	44,880
Pole Installation	3,240	8,409	10,000	(1,591)	84.09%	4,550	4,550
After Hours Service Fee	1,725	11,225	25,000	(13,775)	44.90%	24,989	26,539
Connection Fees	19,620	155,035	200,000	(44,965)	77.52%	146,210	195,350
Surge Protection Fees	400	3,603	4,800	(1,197)	75.06%	3,332	4,896
Reconnect Fees	16,690	159,915	205,000	(45,085)	78.01%	125,250	154,775
Underground Trenching	19,284	76,160	30,000	46,160	253.87%	10,466	29,566
UGA Contracted Services						616	616
Credit Card Fees	(14,752)	(71,910)		(71,910)		(25,364)	21,225
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Overnight Fees	70	190	300	(110)	63.33%	210	240
Total other fees	130,151	1,085,135	1,455,987	(370,852)	74.53%	944,575	1,383,822
Culture and recreation							
Pavilion Fees						2,425	2,425
Still Branch WTP Gate Receipts	683	4,431	7,695	(3,264)	57.58%	6,123	8,329
Total culture and recreation	683	4,431	7,695	(3,264)	57.58%	8,548	10,754
Other charges for services							
Cemetery Opening/Closing Fee		600		600			
Site Sales	6,200	71,910		71,910		54,850	103,200
Cemetery Fees	13,550	125,660	150,000	(24,340)	83.77%	126,770	162,500
Niche Engraving		350		350		200	200
Internment Fees	1,800	17,400	30,000	(12,600)	58.00%	19,650	24,750
Monument Fees	700	7,400	10,000	(2,600)	74.00%	6,800	8,400
Returned Check Fees	1,475	17,645	23,000	(5,355)	76.72%	18,090	22,350
Delinquent Penalties	125,472	1,265,967	1,460,000	(194,033)	86.71%	1,188,605	1,549,288
Total other charges for services	149,197	1,506,932	1,673,000	(166,068)	90.07%	1,414,965	1,870,688
TOTAL CHARGES FOR SERVICES	**9,373,145**	**87,479,947**	**115,361,419**	**(27,881,472)**	**75.83%**	**75,225,499**	**108,802,419**
FINES AND FORFEITURES							
Court							
Police Revenue	466	20,521	15,000	5,521	136.81%	9,300	12,750
Traffic Fines	60,085	522,778	950,000	(427,222)	55.03%	875,639	1,053,624
Fine Surcharge - Technology - Court	1,851	15,562	25,000	(9,438)	62.25%	27,667	32,341
School Zone Speed Safety Program	8,150	80,201	500,025	(419,824)	16.04%	486,420	608,790
Total court revenues and fines	70,552	639,062	1,490,025	(850,963)	42.89%	1,399,026	1,707,505
Bond confiscations							
Confiscations						7,922	27,455
Total Bond Confiscations						7,922	27,455
Confiscations							
State Confiscations							999
Federal Confiscations						13,722	25,028
Total state and federal confiscations						13,722	26,027
National Opioid Settlement Payments	57,052	71,909		71,909		65,318	65,941
TOTAL FINES AND FORFEITURES	**127,604**	**710,971**	**1,490,025**	**(779,054)**	**47.72%**	**1,485,988**	**1,826,928**
RENTS AND ROYALTIES							
Property Rental	12,825	104,505	158,000	(53,495)	66.14%	136,238	173,662
Water Tower	5,779	55,896	50,000	5,896	111.79%	46,235	69,352

INTERIM STATEMENTS by Fund

All Funds: City-Wide

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Sale of Excess Capacity		6,476	300,000	(293,524)	2.16%	272,687	287,291
Third-party Sales	50,116	615,193	755,790	(140,597)	81.40%	748,028	946,768
Equipment Rental Fees	2,669	13,354	14,000	(646)	95.39%	13,225	16,173
MEAG Refunding Flexible Operating		6,476		6,476		272,687	287,292
AMR from MEAG Trust	900	8,225	9,780	(1,555)	84.10%	6,520	9,016
T-Hangar Rentals	1,025	8,300	11,880	(3,580)	69.87%	7,755	10,830
Tie Down Rentals	225	975	1,000	(25)	97.50%	800	1,100
Ground Leases	13,229	120,505	218,367	(97,862)	55.18%	152,088	206,396
MEAG Year End Settlement			750,000	(750,000)			869,863
Settlements from Insurance Claims		15,022		15,022		18,096	38,678
Settlements from Insurance Claims		450,189	71,643	378,546	628.38%	66,840	86,627
Cash Over/Short	(481)	432		432		(753)	(534)
Misc Revenue	699	87,414	49,500	37,914	176.59%	2,908,823	3,021,475
TOTAL RENTS AND ROYALTIES	**86,986**	**1,492,962**	**2,389,960**	**(896,998)**	**62.47%**	**4,649,269**	**6,023,989**
TOTAL OPERATING REVENUE	**10,538,747**	**103,997,665**	**135,404,214**	**(31,406,549)**	**76.81%**	**95,583,009**	**133,302,882**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	2,771,515	17,825,880	25,507,139	7,681,259	69.89%	16,285,821	22,442,748
Employee Benefits	599,629	5,498,888	12,171,906	6,673,018	45.18%	8,617,243	11,649,408
Total Personal Services and Employee Benefits	3,371,144	23,324,768	37,679,045	14,354,277	61.90%	24,903,064	34,092,156
Purchased or Contracted Services	1,449,902	13,761,848	19,633,994	5,872,146	70.09%	16,313,755	26,148,814
Utilities:							
Water/Sewerage		164,946	236,161	71,215	69.84%	141,698	220,977
Natural Gas	4,145	34,557	59,560	25,003	58.02%	43,056	52,674
Electricity	2,517	1,821,123	2,773,003	951,880	65.67%	1,837,867	2,486,743
Propane	245	28,668	124,000	95,332	23.12%	15,457	36,777
Gasoline	51,146	900,808	2,273,335	1,372,527	39.62%	1,069,909	1,478,875
Stormwater		590,232	952,020	361,788	62.00%	626,371	847,742
Customer Service Fee		2,958	4,995	2,037	59.22%	3,608	4,794
Total Utilities	58,053	3,543,292	6,423,074	2,879,782	55.17%	3,737,966	5,128,582
Supplies	1,380,847	4,630,226	7,662,789	3,032,563	60.42%	4,204,945	5,879,860
Electricity for Resale	3,925,505	33,125,124	43,734,558	10,609,434	75.74%	32,778,426	43,409,917
Capital Outlay:							
Property (Land and Buildings)	2,425,097	9,129,364	26,712,429	17,583,065	34.18%	8,656,233	14,679,954
Machinery and Equipment	336,507	1,954,336	6,024,131	4,069,795	32.44%	3,031,801	3,682,255
Capital Outlay - Reclass to Balance Sheet	(3,440,440)	(8,566,597)	(45,945)	8,520,652	18,645.33%	(8,089,627)	(12,776,761)
Total Capital Outlay	(678,836)	2,517,103	32,690,615	30,173,512	7.70%	3,598,407	5,585,448
Depreciation Expense		4,519,298	7,028,940	2,509,642	64.30%	5,606,634	7,517,553
Bad Debt		281,595	393,000	111,405	71.65%	417,198	552,260
Inter-Departmental Charges	604,067	6,535,482	7,661,075	1,125,593	85.31%	5,790,681	7,816,604
Miscellaneous		64,463	972,735	908,272	6.63%	59,098	83,273
TOTAL OPERATING EXPENSE	**10,110,682**	**92,303,199**	**163,879,825**	**71,576,626**	**56.32%**	**97,410,174**	**136,214,467**
OPERATING INCOME (LOSS)	**428,065**	**11,694,466**	**(28,475,611)**	**40,170,077**	**(41.07%)**	**(1,827,165)**	**(2,911,585)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		34,624		34,624			150,604
Total Operating - Categorical		34,624		34,624			150,604
Capital							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Direct		1,000	1,991,250	(1,990,250)	0.05%		42,655
Indirect		7,830		7,830		8,248	10,542
Net Capital		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
Total Federal Government Grants		43,454	1,991,250	(1,947,796)	2.18%	8,248	203,801
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			3,925,542	(3,925,542)			1,269,458
State Government Grants							
Operating - Categorical							
Direct							
GA DOT Grant		314,882	285,000	29,882	110.48%		290,118
Total Direct		314,882	285,000	(29,882)	110.48%		290,118
Indirect	8,000	8,000	5,000	3,000	160.00%		
Total Operating - Categorical	8,000	322,882	290,000	32,882	111.34%		290,118
Direct							
GEFA Loan Forgiveness Grant							6,510
Total Direct					0.00%		6,510
Indirect		288,730		288,730			
Capital							
Direct (CDBG Grant Proceeds)		915,158	2,110,625	(1,195,467)	43.36%	241,179	932,718
Total Capital		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
Total State Government Grants	8,000	1,526,770	2,400,625	(873,855)	63.60%	241,179	1,229,346
Local Government Unit Grants							
FEMA/State Disaster Grant							9,768
Spalding Co. Contribution		31,025	544,507	(513,482)	5.70%	31,025	154,806
Board of Education - RESA	46,277	124,485	212,295	(87,810)	58.64%	70,130	88,195
Spalding County Contribution			99,150	(99,150)			69,689
Spalding County Contribution			55,313	(55,313)			
City of Griffin Contribution							(175,575)
Total Local Government Unit Grants	46,277	155,510	911,265	755,755	17.07%	101,155	146,883
Transportation Special purpose local option sales and use taxes	387,858	3,447,299	3,727,500	(280,201)	92.48%	3,353,463	4,479,412
Total Intergovernmental revenue	442,135	5,173,033	12,956,182	(7,783,149)	39.93%	3,704,045	7,328,900
Intergovernmental - Exp	(7,861)	(292,638)	(617,054)	324,416	47.43%	(324,184)	(477,254)
Total Intergovernmental - net	434,274	4,880,395	12,339,128	(7,458,733)	39.55%	3,379,861	6,851,646
Interest Income							
Bank Account Interest	227	2,042		2,042		2,042	2,722
Bank Account Interest	113,056	912,128		912,128		544,814	825,264
Bank Account Interest	56,372	398,656		398,656		330,338	437,091
Dividends	132,489	1,139,918		1,139,918		565,077	869,675
P-Card Rebate Program						8,942	8,942
Unrealized Gain/Loss on Investments	68,012	719,535		719,535		(165,316)	(286,776)
Total Interest/Investment Income	370,156	3,172,279		3,172,279		1,285,897	1,856,918
Principal	(23,763)	(211,695)	(356,670)	144,975	59.35%	(201,919)	(2,103,980)
Interest Expense	(49,381)	(1,445,347)	(1,498,058)	52,711	96.48%	(4,287,497)	(2,103,848)
Total principal and interest expense	(73,144)	(1,657,042)	(1,854,728)	197,686	89.34%	(4,489,416)	(4,207,828)
Contributions and donations							
Contributions & Donations	2,842	79,096	15,000	64,096	527.31%	10,206	23,038

INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Contributed Capital						5,000	5,000
GMA Safety Grant		20,000		20,000		20,000	20,000
Total contributions and donations	2,842	99,096	15,000	84,096	660.64%	35,206	48,038
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	12,201	162,096		162,096		83,334	218,429
GMA Lease Proceeds			1,421,944	(1,421,944)		1,283,220	522,750
Total gain (loss) on sale of capital assets	12,201	162,096	1,421,944	(1,259,848)	11.40%	1,366,554	741,179
TOTAL NON-OPERATING INCOME (EXPENSE)	**746,329**	**6,656,824**	**11,921,344**	**(5,264,520)**	**55.84%**	**1,578,102**	**5,289,953**
INCOME (LOSS) BEFORE TRANSFERS	**1,174,394**	**18,351,290**	**(16,554,267)**	**34,905,557**	**(110.86%)**	**(249,063)**	**2,378,368**
TRANSFERS							
Transfers - in	1,027,026	9,532,573	15,956,298	(6,423,725)	59.74%	8,931,179	13,583,211
Transfers - out	(1,027,026)	(9,532,573)	(15,956,298)	6,423,725	59.74%	(8,931,179)	(13,863,211)
TOTAL TRANSFERS - NET							**(280,000)**
CHANGE IN NET POSITION	**$1,174,394**	**$18,351,290**	**($16,554,267)**	**$34,905,557**	**(110.86%)**	**($249,063)**	**$2,098,368**
CONTROL TOTALS							
Total Revenues	$12,393,105	$122,136,746	$165,753,637	($43,616,891)	73.69%	$110,905,886	$156,861,134
Total Expenditures	11,218,715	103,785,450	182,307,905	78,522,455	56.93%	111,154,950	154,762,761
Revenues less expenditures	1,174,390	18,351,296	(16,554,268)	(34,905,564)	(110.86%)	(249,064)	2,098,373
Difference	$4	($6)	$1	$7	(600.00%)	$1	($5)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$82,346	$5,066,087	$5,205,585	($139,498)	97.32%	$5,183,123	$5,264,942
Public utility	7,796	27,449	20,480	6,969	134.03%	20,489	44,838
Real property - prior year	8,726	104,371	191,280	(86,909)	54.56%	191,281	218,452
Motor vehicle	1,473	18,937	23,090	(4,153)	82.01%	23,091	28,951
Intangible	3,387	40,529	50,000	(9,471)	81.06%	34,712	45,231
Railroad equipment		7,372	7,500	(128)	98.29%	7,239	7,239
Property not on digest			5,000	(5,000)			
Real estate transfer (intangible)	1,934	18,478	10,675	7,803	173.10%	10,677	16,943
Total Taxes	105,662	5,283,223	5,513,610	230,387	95.82%	5,470,612	5,626,596
Motor vehicle title ad valorem tax fee	68,715	542,833	750,000	(207,167)	72.38%	552,785	740,090
Alternative ad valorem tax (AAVT)		4,365		4,365			
Franchise taxes:							
Electric	64,784	64,784	75,000	(10,216)	86.38%	82,718	82,718
Gas	48,333	192,270	190,000	2,270	101.19%	142,870	190,672
Television cable		139,315	210,000	(70,685)	66.34%	105,085	205,883
Telephone	311	9,336	25,000	(15,664)	37.34%	17,008	26,998
Payment In Lieu of Tax GHA	8,735	8,735	25,000	(16,265)	34.94%		15,585
Video		11,443	20,000	(8,557)	57.22%	9,893	17,483
Total Franchise taxes	122,163	425,883	545,000	(119,117)	78.14%	357,574	539,339
Total Taxes and Franchise taxes	296,540	6,256,304	6,808,610	552,306	91.89%	6,380,971	6,906,025
Local option sales and use taxes	459,845	4,252,064	5,300,000	(1,047,936)	80.23%	4,139,158	5,574,715
Hotel/Motel	8,899	100,475	132,000	(31,525)	76.12%	117,506	143,939
Alcoholic beverage excise	35,975	461,390	684,000	(222,610)	67.45%	431,150	593,829
Total selective sales and use taxes	44,874	561,865	816,000	(254,135)	68.86%	548,656	737,768
Business taxes:							
Business and occupation taxes	6,791	449,996	430,000	19,996	104.65%	435,291	458,554
Insurance premium taxes		2,084,942	1,955,000	129,942	106.65%	1,937,372	1,937,372
Financial institutions taxes	86,444	86,444	115,000	(28,556)	75.17%	108,843	108,843
Total business taxes	93,235	2,621,382	2,500,000	121,382	104.86%	2,481,506	2,504,769
Penalties and interest on deliquent taxes							
Real	4,443	39,754	55,000	(15,246)	72.28%	77,084	103,021
Business	749	2,686	3,000	(314)	89.53%	3,231	4,926
Total penalties and interest on deliquent taxes	5,192	42,440	58,000	(15,560)	73.17%	80,315	107,947
TOTAL TAXES	**899,686**	**13,734,055**	**15,482,610**	**(1,748,555)**	**88.71%**	**13,630,606**	**15,831,224**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	950	55,425	62,000	(6,575)	89.40%	57,525	58,275
Wine	950	54,425	60,000	(5,575)	90.71%	56,525	57,275
Liquor	3,000	97,500	120,000	(22,500)	81.25%	115,450	115,450
Total alcoholic beverage licenses	4,900	207,350	242,000	(34,650)	85.68%	229,500	231,000
General business licenses:							
Insurance	2,250	33,638	35,000	(1,362)	96.11%	34,763	35,738
Total general business licenses	2,250	33,638	35,000	(1,362)	96.11%	34,763	35,738
Total Business licenses	7,150	240,988	277,000	(36,012)	87.00%	264,263	266,738
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	450	3,438	12,000	(8,562)	28.65%	8,500	17,250
House moving permit			500	(500)			
Sign permits	1,685	10,740	12,500	(1,760)	85.92%	10,570	13,690
Other permits		300	1,500	(1,200)	20.00%	500	500
Catering		2,050	3,200	(1,150)	64.06%	2,875	3,600

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total building and sign permits	2,135	16,528	29,700	(13,172)	55.65%	22,445	35,040
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	5,350	49,020	41,500	7,520	118.12%	34,335	55,185
Building	27,548	211,449	250,000	(38,551)	84.58%	204,839	357,022
Plumbing	2,239	14,132	20,000	(5,868)	70.66%	16,234	25,330
Electrical	4,319	29,451	40,000	(10,549)	73.63%	32,938	52,594
Gas	984	5,836	2,000	3,836	291.80%	700	1,030
Mechanical	1,334	11,334	20,000	(8,666)	56.67%	14,339	22,698
Total building structures and equipment permits	41,774	321,222	373,500	52,278	86.00%	303,385	513,859
Total non-business licenses and permits	43,909	337,750	403,200	(65,450)	83.77%	325,830	548,899
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	267	742		742		954	1,635
Total penalties and interest on deliquent licenses and permits	267	742		742		954	1,635
TOTAL LICENSES AND PERMITS	**51,326**	**579,480**	**680,200**	**(100,720)**	**85.19%**	**591,047**	**817,272**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	9,065	66,161	72,000	(5,839)	91.89%	60,588	107,931
Fees - demolition recovery	107	13,376	35,000	(21,624)	38.22%	62,646	70,652
Fees - zoning applications	300	3,602	5,000	(1,398)	72.04%	4,905	6,505
Fees - reimbursements	200	3,400	25,000	(21,600)	13.60%	2,768	2,768
Information technology fees	300	2,700		2,700		2,700	3,600
Indirect cost allocation	561,747	5,055,725	6,801,802	(1,746,077)	74.33%	4,701,451	6,271,225
IT equipment cost allocation						875,334	1,167,112
GIS cost allocation	27,856	222,848	334,273	(111,425)	66.67%		
Publication Sales						340	340
Business occupation tax admin fee	1,950	74,740	65,000	9,740	114.98%	57,000	63,910
Total general government	601,525	5,442,552	7,338,075	1,895,523	74.17%	5,767,732	7,694,043
Public safety - fire inspections	152	5,976	3,000	2,976	199.20%	2,301	4,801
Public safety - prisoner housing fees	6,149	57,606	80,000	(22,394)	72.01%	82,475	99,539
Utilities / enterprise charges and fees							
Sale of Recycled Materials		279		279		5,247	6,138
Total utilities / enterprise charges and fees		279		279		5,247	6,138
Other fees							
Credit Card Fees	(14,752)	(71,910)		(71,910)		(25,364)	21,225
Total other fees	(14,752)	(71,910)		(71,910)		(25,364)	21,225
Culture and recreation							
Pavilion Fees						2,425	2,425
Total culture and recreation						2,425	2,425
Other charges for services							
Cemetery Opening/Closing Fee		600		600			
Site Sales	6,200	71,910		71,910		54,850	103,200
Cemetery Fees	13,550	125,660	150,000	(24,340)	83.77%	126,770	162,500
Niche Engraving		350		350		200	200
Internment Fees	1,800	17,400	30,000	(12,600)	58.00%	19,650	24,750
Monument Fees	700	7,400	10,000	(2,600)	74.00%	6,800	8,400
Returned Check Fees	90	180		180		90	90

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total other charges for services	22,340	223,500	190,000	33,500	117.63%	208,360	299,140
TOTAL CHARGES FOR SERVICES	**615,414**	**5,658,003**	**7,611,075**	**(1,953,072)**	**74.34%**	**6,043,176**	**8,127,311**
FINES AND FORFEITURES							
Court							
Police Revenue	466	20,521	15,000	5,521	136.81%	9,300	12,750
Traffic Fines	60,085	522,778	950,000	(427,222)	55.03%	875,639	1,053,624
Fine Surcharge - Technology - Court	1,851	15,562	25,000	(9,438)	62.25%	27,667	32,341
School Zone Speed Safety Program	8,150	80,201	500,025	(419,824)	16.04%	486,420	608,790
Total court revenues and fines	70,552	639,062	1,490,025	(850,963)	42.89%	1,399,026	1,707,505
Bond confiscations							
Confiscations						7,922	27,455
Total Bond Confiscations						7,922	27,455
Confiscations							
State Confiscations							999
Federal Confiscations						13,722	25,028
Total state and federal confiscations						13,722	26,027
National Opioid Settlement Payments	57,052	71,909		71,909		65,318	65,941
TOTAL FINES AND FORFEITURES	**127,604**	**710,971**	**1,490,025**	**(779,054)**	**47.72%**	**1,485,988**	**1,826,928**
RENTS AND ROYALTIES							
Property Rental	12,825	104,505	158,000	(53,495)	66.14%	136,238	172,462
Third-party Sales		360		360		450	450
Ground Leases	1,540	13,860	76,000	(62,140)	18.24%	57,722	76,962
Settlements from Insurance Claims		477		477		5,920	8,525
Settlements from Insurance Claims		29,859	71,643	(41,784)	41.68%	64,728	84,502
Cash Over/Short	30	30		30		20	20
Misc Revenue	910	14,730	10,000	4,730	147.30%	29,266	115,440
TOTAL RENTS AND ROYALTIES	**15,305**	**163,821**	**315,643**	**(151,822)**	**51.90%**	**294,344**	**458,361**
TOTAL OPERATING REVENUE	**1,709,335**	**20,846,330**	**25,579,553**	**(4,733,223)**	**81.50%**	**22,045,161**	**27,061,096**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,598,145	10,250,156	14,205,229	3,955,073	72.16%	9,507,207	13,014,743
Employee Benefits	349,001	3,167,163	6,889,666	3,722,503	45.97%	4,772,570	5,934,764
Allocated Payroll Costs	(23,452)	(211,066)	(281,422)	(70,356)	75.00%	(161,448)	(215,265)
Total Personal Services and Employee Benefits	1,923,694	13,206,253	20,813,473	7,607,220	63.45%	14,118,329	18,734,242
Purchased or Contracted Services	497,439	6,177,148	6,337,295	160,147	97.47%	9,526,309	14,998,438
Utilities:							
Water/Sewerage		36,152	79,770	43,618	45.32%	45,101	58,541
Natural Gas	2,114	19,347	24,600	5,253	78.65%	20,813	26,261
Electricity	683	393,153	617,150	223,997	63.70%	407,000	542,900
Propane	245	2,074	5,450	3,376	38.06%	1,233	1,257
Gasoline	19,113	333,195	822,848	489,653	40.49%	389,913	540,795
Stormwater		546,778	884,840	338,062	61.79%	580,325	785,401
Customer Service Fee		1,170	2,039	869	57.38%	1,576	2,090
Total Utilities	22,155	1,331,869	2,436,697	1,104,828	54.66%	1,445,961	1,957,245
Supplies	104,092	1,021,992	2,173,584	1,151,592	47.02%	1,345,759	1,738,670
Capital Outlay:							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Property (Land and Buildings)	195,081	2,235,130	16,783,537	14,548,407	13.32%	2,251,663	3,804,991
Machinery and Equipment	168,703	1,289,899	2,768,260	1,478,361	46.60%	1,223,188	1,752,462
Total Capital Outlay	363,784	3,525,029	19,551,797	16,026,768	18.03%	3,474,851	5,557,453
Inter-Departmental Charges	295,258	3,657,260	4,025,290	368,030	90.86%	2,960,030	4,001,909
Miscellaneous		46,612	815,832	769,220	5.71%	40,548	40,548
TOTAL OPERATING EXPENSE	**3,206,422**	**28,966,163**	**56,153,968**	**27,187,805**	**51.58%**	**32,911,787**	**47,028,505**
OPERATING INCOME (LOSS)	**(1,497,087)**	**(8,119,833)**	**(30,574,415)**	**22,454,582**	**26.56%**	**(10,866,626)**	**(19,967,409)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		34,624		34,624			150,604
Total Operating - Categorical		34,624		34,624			150,604
Total Federal Government Grants		34,624		34,624			150,604
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			3,925,542	(3,925,542)			1,269,458
State Government Grants							
Operating - Categorical							
Direct							
GA DOT Grant		314,882	285,000	29,882	110.48%		290,118
Total Direct		314,882	285,000	(29,882)	110.48%		290,118
Total Operating - Categorical		314,882	285,000	29,882	110.48%		290,118
Indirect		288,730		288,730			
Direct (CDBG Grant Proceeds)		891,244	2,000,000	(1,108,756)	44.56%	124,972	814,014
Total State Government Grants		1,494,856	2,285,000	(790,144)	65.42%	124,972	1,104,132
Local Government Unit Grants							
FEMA/State Disaster Grant							9,768
Board of Education - RESA	46,277	124,485	212,295	(87,810)	58.64%	70,130	88,195
Spalding County Contribution			99,150	(99,150)			69,689
Total Local Government Unit Grants	46,277	124,485	311,445	186,960	39.97%	70,130	167,652
Transportation Special purpose local option sales and use taxes	387,858	3,447,299	3,727,500	(280,201)	92.48%	3,353,463	4,479,412
Total Intergovernmental revenue	434,135	5,101,264	10,249,487	(5,148,223)	49.77%	3,548,565	7,171,258
Intergovernmental - Exp	(7,861)	(254,228)	(389,054)	134,826	65.35%	(239,945)	(319,475)
Total Intergovernmental - net	426,274	4,847,036	9,860,433	(5,013,397)	49.16%	3,308,620	6,851,783
Interest Income							
Bank Account Interest	112,441	897,232		897,232		537,534	815,058
Bank Account Interest	7,863	37,008		37,008		32,396	46,313
Dividends	7,977	71,482		71,482		58,325	77,973
Unrealized Gain/Loss on Investments	29,009	280,850		280,850		173,876	322,557
Total Interest/Investment Income	157,290	1,286,572		1,286,572		802,131	1,261,901
Principal	(17,690)	(157,683)	(297,800)	140,117	52.95%	(162,176)	(2,103,980)
Interest Expense	(2,046)	(19,946)	(67,090)	47,144	29.73%	(51,243)	(96,449)
Total principal and interest expense	(19,736)	(177,629)	(364,890)	187,261	48.68%	(213,419)	(2,200,429)
Contributions and donations							

INTERIM STATEMENTS by Fund
Governmental Funds
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Contributions & Donations		45,254	15,000	30,254	301.69%		50
Contributed Capital						5,000	5,000
GMA Safety Grant		11,463		11,463		7,203	7,203
Total contributions and donations		56,717	15,000	41,717	378.11%	12,203	12,253
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		88,192		88,192		31,454	166,549
GMA Lease Proceeds			642,144	(642,144)		454,720	522,750
Total gain (loss) on sale of capital assets		88,192	642,144	(553,952)	13.73%	486,174	689,299
TOTAL NON-OPERATING INCOME (EXPENSE)	**563,828**	**6,100,888**	**10,152,687**	**(4,051,799)**	**60.09%**	**4,395,709**	**6,614,807**
INCOME (LOSS) BEFORE TRANSFERS	**(933,259)**	**(2,018,945)**	**(20,421,728)**	**18,402,783**	**9.89%**	**(6,470,917)**	**(13,352,602)**
TRANSFERS							
Transfers - in	1,027,026	9,532,573	13,680,122	(4,147,549)	69.68%	8,931,179	11,980,953
Transfers - out	(5,006)	(56,517)	(2,546,123)	2,489,606	2.22%	(246,097)	(2,503,917)
TOTAL TRANSFERS - NET	**1,022,020**	**9,476,056**	**11,133,999**	**(1,657,943)**	**85.11%**	**8,685,082**	**9,477,036**
CHANGE IN NET POSITION	**$88,761**	**$7,457,111**	**($9,287,729)**	**$16,744,840**	**(80.29%)**	**$2,214,165**	**($3,875,566)**
CONTROL TOTALS							
Total Revenues	$3,327,788	$36,911,648	$50,166,305	($13,254,657)	73.58%	$35,825,413	$48,176,763
Total Expenditures	3,239,026	29,454,536	59,454,034	29,999,498	49.54%	33,611,247	52,052,326
Revenues less expenditures	88,762	7,457,112	(9,287,729)	(16,744,841)	(80.29%)	2,214,166	(3,875,563)
Difference	($1)	($1)		$1	0.00%	($1)	($3)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$73,369	$4,311,458	$4,563,085	($251,627)	94.49%	$4,563,085	$4,613,031
Public utility	7,796	27,449	20,480	6,969	134.03%	20,489	44,838
Real property - prior year	8,726	104,371	191,280	(86,909)	54.56%	191,281	218,452
Motor vehicle	1,473	18,937	23,090	(4,153)	82.01%	23,091	28,951
Intangible	3,387	40,529	50,000	(9,471)	81.06%	34,712	45,231
Railroad equipment		7,372	7,500	(128)	98.29%	7,239	7,239
Property not on digest			5,000	(5,000)			
Real estate transfer (intangible)	1,934	18,478	10,675	7,803	173.10%	10,677	16,943
Total Taxes	96,685	4,528,594	4,871,110	342,516	92.97%	4,850,574	4,974,685
Motor vehicle title ad valorem tax fee	68,715	542,833	750,000	(207,167)	72.38%	552,785	740,090
Alternative ad valorem tax (AAVT)		4,365		4,365			
Franchise taxes:							
Electric	64,784	64,784	75,000	(10,216)	86.38%	82,718	82,718
Gas	48,333	192,270	190,000	2,270	101.19%	142,870	190,672
Television cable		139,315	210,000	(70,685)	66.34%	105,085	205,883
Telephone	311	9,336	25,000	(15,664)	37.34%	17,008	26,998
Payment In Lieu of Tax GHA	8,735	8,735	25,000	(16,265)	34.94%		15,585
Video		11,443	20,000	(8,557)	57.22%	9,893	17,483
Total Franchise taxes	122,163	425,883	545,000	(119,117)	78.14%	357,574	539,339
Total Taxes and Franchise taxes	287,563	5,501,675	6,166,110	664,435	89.22%	5,760,933	6,254,114
Local option sales and use taxes	459,845	4,252,064	5,300,000	(1,047,936)	80.23%	4,139,158	5,574,715
Alcoholic beverage excise	35,975	461,390	684,000	(222,610)	67.45%	431,150	593,829
Total selective sales and use taxes	35,975	461,390	684,000	(222,610)	67.45%	431,150	593,829
Business taxes:							
Business and occupation taxes	6,791	449,996	430,000	19,996	104.65%	435,291	458,554
Insurance premium taxes		2,084,942	1,955,000	129,942	106.65%	1,937,372	1,937,372
Financial institutions taxes	86,444	86,444	115,000	(28,556)	75.17%	108,843	108,843
Total business taxes	93,235	2,621,382	2,500,000	121,382	104.86%	2,481,506	2,504,769
Penalties and interest on deliquent taxes							
Real	4,443	39,754	55,000	(15,246)	72.28%	77,084	103,021
Business	749	2,686	3,000	(314)	89.53%	3,231	4,926
Total penalties and interest on deliquent taxes	5,192	42,440	58,000	(15,560)	73.17%	80,315	107,947
TOTAL TAXES	**881,810**	**12,878,951**	**14,708,110**	**(1,829,159)**	**87.56%**	**12,893,062**	**15,035,374**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	950	55,425	62,000	(6,575)	89.40%	57,525	58,275
Wine	950	54,425	60,000	(5,575)	90.71%	56,525	57,275
Liquor	3,000	97,500	120,000	(22,500)	81.25%	115,450	115,450
Total alcoholic beverage licenses	4,900	207,350	242,000	(34,650)	85.68%	229,500	231,000
General business licenses:							
Insurance	2,250	33,638	35,000	(1,362)	96.11%	34,763	35,738
Total general business licenses	2,250	33,638	35,000	(1,362)	96.11%	34,763	35,738
Total Business licenses	7,150	240,988	277,000	(36,012)	87.00%	264,263	266,738
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	450	3,438	12,000	(8,562)	28.65%	8,500	17,250
House moving permit			500	(500)			
Sign permits	1,685	10,740	12,500	(1,760)	85.92%	10,570	13,690
Other permits		300	1,500	(1,200)	20.00%	500	500
Catering		2,050	3,200	(1,150)	64.06%	2,875	3,600
Total building and sign permits	2,135	16,528	29,700	(13,172)	55.65%	22,445	35,040

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	5,350	49,020	41,500	7,520	118.12%	34,335	55,185
Building	27,548	211,449	250,000	(38,551)	84.58%	204,839	357,022
Plumbing	2,239	14,132	20,000	(5,868)	70.66%	16,234	25,330
Electrical	4,319	29,451	40,000	(10,549)	73.63%	32,938	52,594
Gas	984	5,836	2,000	3,836	291.80%	700	1,030
Mechanical	1,334	11,334	20,000	(8,666)	56.67%	14,339	22,698
Total building structures and equipment permits	41,774	321,222	373,500	52,278	86.00%	303,385	513,859
Total non-business licenses and permits	43,909	337,750	403,200	(65,450)	83.77%	325,830	548,899
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	267	742		742		954	1,635
Total penalties and interest on deliquent licenses and permits	267	742		742		954	1,635
TOTAL LICENSES AND PERMITS	**51,326**	**579,480**	**680,200**	**(100,720)**	**85.19%**	**591,047**	**817,272**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	9,065	66,161	72,000	(5,839)	91.89%	60,588	107,931
Fees - demolition recovery	107	13,376	35,000	(21,624)	38.22%	62,646	70,652
Fees - zoning applications	300	3,602	5,000	(1,398)	72.04%	4,905	6,505
Fees - reimbursements	200	3,400	25,000	(21,600)	13.60%	2,768	2,768
Information technology fees	300	2,700		2,700		2,700	3,600
Indirect cost allocation	561,747	5,055,725	6,801,802	(1,746,077)	74.33%	4,701,451	6,271,225
IT equipment cost allocation						875,334	1,167,112
GIS cost allocation	27,856	222,848	334,273	(111,425)	66.67%		
Publication Sales						340	340
Business occupation tax admin fee	1,950	74,740	65,000	9,740	114.98%	57,000	63,910
Total general government	601,525	5,442,552	7,338,075	1,895,523	74.17%	5,767,732	7,694,043
Public safety - fire inspections	152	5,976	3,000	2,976	199.20%	2,301	4,801
Public safety - prisoner housing fees	6,149	57,606	80,000	(22,394)	72.01%	82,475	99,539
Utilities / enterprise charges and fees							
Sale of Recycled Materials		279		279		5,247	6,138
Total utilities / enterprise charges and fees		279		279		5,247	6,138
Other fees							
Credit Card Fees	(14,752)	(71,910)		(71,910)		(25,364)	21,225
Total other fees	(14,752)	(71,910)		(71,910)		(25,364)	21,225
Culture and recreation							
Pavilion Fees						2,425	2,425
Total culture and recreation						2,425	2,425
Other charges for services							
Cemetery Fees	13,550	125,660	150,000	(24,340)	83.77%	126,770	162,500
Internment Fees	1,800	17,400	30,000	(12,600)	58.00%	19,650	24,750
Monument Fees	700	7,400	10,000	(2,600)	74.00%	6,800	8,400
Returned Check Fees	90	180		180		90	90
Total other charges for services	16,140	150,640	190,000	(39,360)	79.28%	153,310	195,740
TOTAL CHARGES FOR SERVICES	**609,214**	**5,585,143**	**7,611,075**	**(2,025,932)**	**73.38%**	**5,988,126**	**8,023,911**

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Police Revenue	466	20,521	15,000	5,521	136.81%	9,300	12,750
Traffic Fines	60,085	522,778	950,000	(427,222)	55.03%	875,639	1,053,624
School Zone Speed Safety Program	8,150	80,201	500,025	(419,824)	16.04%	486,420	608,790
Total court revenues and fines	68,701	623,500	1,465,025	(841,525)	42.56%	1,371,359	1,675,164
TOTAL FINES AND FORFEITURES	**68,701**	**623,500**	**1,465,025**	**(841,525)**	**42.56%**	**1,371,359**	**1,675,164**
RENTS AND ROYALTIES							
Property Rental	12,825	104,505	158,000	(53,495)	66.14%	136,238	172,462
Ground Leases	1,540	13,860	76,000	(62,140)	18.24%	57,722	76,962
Settlements from Insurance Claims		477		477		5,920	8,525
Settlements from Insurance Claims		29,859	71,643	(41,784)	41.68%	64,728	84,502
Cash Over/Short	30	30		30		20	20
Misc Revenue	910	14,730	10,000	4,730	147.30%	19,066	42,074
TOTAL RENTS AND ROYALTIES	**15,305**	**163,461**	**315,643**	**(152,182)**	**51.79%**	**283,694**	**384,545**
TOTAL OPERATING REVENUE	**1,626,356**	**19,830,535**	**24,780,053**	**(4,949,518)**	**80.03%**	**21,127,288**	**25,936,266**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,598,145	10,222,316	14,205,229	3,982,913	71.96%	8,777,491	12,248,152
Employee Benefits	349,001	3,159,031	6,889,666	3,730,635	45.85%	4,734,865	5,892,921
Allocated Payroll Costs	(23,452)	(211,066)	(281,422)	(70,356)	75.00%	(161,448)	(215,265)
Total Personal Services and Employee Benefits	1,923,694	13,170,281	20,813,473	7,643,192	63.28%	13,350,908	17,925,808
Purchased or Contracted Services	408,110	3,654,827	5,670,265	2,015,438	64.46%	3,038,708	4,831,262
Utilities:							
Water/Sewerage		36,152	79,770	43,618	45.32%	45,101	58,541
Natural Gas	2,114	19,347	24,600	5,253	78.65%	20,813	26,261
Electricity	683	393,153	617,150	223,997	63.70%	407,000	542,900
Propane	245	2,074	5,450	3,376	38.06%	1,233	1,257
Gasoline	19,113	333,195	822,848	489,653	40.49%	389,863	540,745
Stormwater		546,778	884,840	338,062	61.79%	580,325	785,401
Customer Service Fee		1,170	2,039	869	57.38%	1,576	2,090
Total Utilities	22,155	1,331,869	2,436,697	1,104,828	54.66%	1,445,911	1,957,195
Supplies	103,822	986,352	2,111,343	1,124,991	46.72%	1,160,470	1,563,172
Capital Outlay:							
Property (Land and Buildings)		188,547	227,697	39,150	82.81%	7,200	7,200
Machinery and Equipment	28,111	948,907	1,959,961	1,011,054	48.41%	1,173,531	1,400,589
Total Capital Outlay	28,111	1,137,454	2,187,658	1,050,204	51.99%	1,180,731	1,407,789
Inter-Departmental Charges	295,258	3,657,260	4,025,290	368,030	90.86%	2,958,237	3,989,519
Miscellaneous		37,500	740,859	703,359	5.06%	37,500	37,500
TOTAL OPERATING EXPENSE	**2,781,150**	**23,975,543**	**37,985,585**	**14,010,042**	**63.12%**	**23,172,465**	**31,712,245**
OPERATING INCOME (LOSS)	**(1,154,794)**	**(4,145,008)**	**(13,205,532)**	**9,060,524**	**31.39%**	**(2,045,177)**	**(5,775,979)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct							18,809
Total Operating - Categorical							18,809
Total Federal Government Grants							18,809
State Government Grants							

INTERIM STATEMENTS by Fund
101-General Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Operating - Categorical							
Direct							
GA DOT Grant		314,882	285,000	29,882	110.48%		290,118
Total Direct		314,882	285,000	(29,882)	110.48%		290,118
Total Operating - Categorical		314,882	285,000	29,882	110.48%		290,118
Indirect		288,730		288,730			
Total State Government Grants		603,612	285,000	318,612	211.79%		290,118
Local Government Unit Grants							
Board of Education - RESA	46,277	124,485	212,295	(87,810)	58.64%	70,130	88,195
Spalding County Contribution			99,150	(99,150)			69,689
Total Local Government Unit Grants	46,277	124,485	311,445	186,960	39.97%	70,130	157,884
Total Intergovernmental revenue	46,277	728,097	596,445	131,652	122.07%	70,130	466,811
Intergovernmental - Exp	(2,558)	(208,861)	(331,304)	122,443	63.04%	(186,075)	(252,156)
Total Intergovernmental - net	43,719	519,236	265,141	254,095	195.83%	(115,945)	214,655
Interest Income							
Bank Account Interest	109,533	886,815		886,815		526,409	800,194
Bank Account Interest	7,209	19,752		19,752		10,570	12,629
Unrealized Gain/Loss on Investments	(5,235)	(99)		(99)		(7,762)	(10,708)
Total Interest/Investment Income	111,507	906,468		906,468		529,217	802,115
Principal	(17,690)	(157,683)	(272,060)	114,377	57.96%	(137,432)	(189,236)
Interest Expense	(2,046)	(19,946)	(38,170)	18,224	52.26%	(21,333)	(28,739)
Total principal and interest expense	(19,736)	(177,629)	(310,230)	132,601	57.26%	(158,765)	(217,975)
Contributions and donations							
Contributions & Donations		45,254	15,000	30,254	301.69%		50
GMA Safety Grant		11,463		11,463		7,203	7,203
Total contributions and donations		56,717	15,000	41,717	378.11%	7,203	7,253
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		33,467		33,467		31,454	166,549
GMA Lease Proceeds			642,144	(642,144)		454,720	522,750
Total gain (loss) on sale of capital assets		33,467	642,144	(608,677)	5.21%	486,174	689,299
TOTAL NON-OPERATING INCOME (EXPENSE)	**135,490**	**1,338,259**	**612,055**	**726,204**	**218.65%**	**747,884**	**1,495,347**
INCOME (LOSS) BEFORE TRANSFERS	**(1,019,304)**	**(2,806,749)**	**(12,593,477)**	**9,786,728**	**22.29%**	**(1,297,293)**	**(4,280,632)**
TRANSFERS							
Transfers - in	943,174	8,500,029	11,527,962	(3,027,933)	73.73%	8,193,097	10,676,966
Transfers - out			(2,001,176)	2,001,176			(2,142,951)
TOTAL TRANSFERS - NET	**943,174**	**8,500,029**	**9,526,786**	**(1,026,757)**	**89.22%**	**8,193,097**	**8,534,015**
CHANGE IN NET POSITION	**($76,130)**	**$5,693,280**	**($3,066,691)**	**$8,759,971**	**(185.65%)**	**$6,895,804**	**$4,253,383**
CONTROL TOTALS							
Total Revenues	$2,727,315	$30,055,313	$37,561,604	($7,506,291)	80.02%	$30,413,109	$38,578,713
Total Expenditures	2,803,445	24,362,032	40,628,294	16,266,262	59.96%	23,517,305	34,325,327
Revenues less expenditures	(76,130)	5,693,281	(3,066,690)	(8,759,971)	(185.65%)	6,895,804	4,253,386
Difference		($1)	($1)		100.00%		($3)

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	3/31/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$8,977	$754,630	$642,500	$112,130	117.45%	$620,038	$651,911
Total Taxes	8,977	754,630	642,500	(112,130)	117.45%	620,038	651,911
Total Taxes and Franchise taxes	8,977	754,630	642,500	(112,130)	117.45%	620,038	651,911
Hotel/Motel	8,899	100,475	132,000	(31,525)	76.12%	117,506	143,939
Total selective sales and use taxes	8,899	100,475	132,000	(31,525)	76.12%	117,506	143,939
TOTAL TAXES	**17,876**	**855,105**	**774,500**	**80,605**	**110.41%**	**737,544**	**795,850**
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	1,851	15,562	25,000	(9,438)	62.25%	27,667	32,341
Total court revenues and fines	1,851	15,562	25,000	(9,438)	62.25%	27,667	32,341
Bond confiscations							
Confiscations						7,922	27,455
Total Bond Confiscations						7,922	27,455
Confiscations							
State Confiscations							999
Federal Confiscations						13,722	25,028
Total state and federal confiscations						13,722	26,027
National Opioid Settlement Payments	57,052	71,909		71,909		65,318	65,941
TOTAL FINES AND FORFEITURES	**58,903**	**87,471**	**25,000**	**62,471**	**349.88%**	**114,629**	**151,764**
RENTS AND ROYALTIES							
Misc Revenue						10,200	10,200
TOTAL RENTS AND ROYALTIES						**10,200**	**10,200**
TOTAL OPERATING REVENUE	**76,779**	**942,576**	**799,500**	**143,076**	**117.90%**	**862,373**	**957,814**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages		27,839		(27,839)		729,716	766,591
Employee Benefits		8,132		(8,132)		37,704	41,843
Total Personal Services and Employee Benefits		35,971		(35,971)		767,420	808,434
Purchased or Contracted Services	89,329	2,521,149	667,031	(1,854,118)	377.97%	6,487,041	10,166,320
Utilities:							
Gasoline						50	50
Total Utilities						50	50
Supplies	270	35,640	62,241	26,601	57.26%	185,289	172,967
Capital Outlay:							
Property (Land and Buildings)	195,081	2,046,582	16,555,840	14,509,258	12.36%	2,244,463	3,797,791
Machinery and Equipment	140,593	340,992	808,298	467,306	42.19%	49,657	351,873
Total Capital Outlay	335,674	2,387,574	17,364,138	14,976,564	13.75%	2,294,120	4,149,664
Inter-Departmental Charges						1,793	12,390
Miscellaneous		9,112	74,973	65,861	12.15%	3,048	3,048
TOTAL OPERATING EXPENSE	**425,273**	**4,989,446**	**18,168,383**	**13,178,937**	**27.46%**	**9,738,761**	**15,312,873**
OPERATING INCOME (LOSS)	**(348,494)**	**(4,046,870)**	**(17,368,883)**	**13,322,013**	**23.30%**	**(8,876,388)**	**(14,355,059)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Operating - Categorical							
Direct		34,624		34,624			131,795
Total Operating - Categorical		34,624		34,624			131,795
Total Federal Government Grants		34,624		34,624			131,795
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			3,925,542	(3,925,542)			1,269,458
State Government Grants							
Direct (CDBG Grant Proceeds)		891,244	2,000,000	(1,108,756)	44.56%	124,972	814,014
Total State Government Grants		891,244	2,000,000	(1,108,756)	44.56%	124,972	814,014
Local Government Unit Grants							
FEMA/State Disaster Grant							9,768
Total Local Government Unit Grants							9,768
Transportation Special purpose local option sales and use taxes	387,858	3,447,299	3,727,500	(280,201)	92.48%	3,353,463	4,479,412
Total Intergovernmental revenue	387,858	4,373,167	9,653,042	(5,279,875)	45.30%	3,478,435	6,704,447
Intergovernmental - Exp	(5,303)	(45,368)	(57,750)	12,382	78.56%	(53,870)	(67,320)
Total Intergovernmental - net	382,555	4,327,799	9,595,292	(5,267,493)	45.10%	3,424,565	6,637,127
Interest Income							
Bank Account Interest	137	252		252		42	77
Total Interest/Investment Income	137	252		252		42	77
Principal			(25,740)	25,740		(24,744)	(1,914,744)
Interest Expense			(28,920)	28,920		(29,910)	(67,710)
Total principal and interest expense			(54,660)	54,660		(54,654)	(1,982,454)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		54,725		54,725			
Total gain (loss) on sale of capital assets		54,725		54,725			
TOTAL NON-OPERATING INCOME (EXPENSE)	**382,692**	**4,382,776**	**9,540,632**	**(5,157,856)**	**45.94%**	**3,369,953**	**4,654,750**
INCOME (LOSS) BEFORE TRANSFERS	**34,198**	**335,906**	**(7,828,251)**	**8,164,157**	**(4.29%)**	**(5,506,435)**	**(9,700,309)**
TRANSFERS							
Transfers - in	83,853	1,032,544	2,152,160	(1,119,616)	47.98%	738,082	1,303,988
Transfers - out	(5,006)	(56,517)	(544,947)	488,430	10.37%	(66,097)	(80,966)
TOTAL TRANSFERS - NET	**78,847**	**976,027**	**1,607,213**	**(631,186)**	**60.73%**	**671,985**	**1,223,022**
CHANGE IN NET POSITION	**$113,045**	**$1,311,933**	**($6,221,038)**	**$7,532,971**	**(21.09%)**	**($4,834,450)**	**($8,477,287)**
CONTROL TOTALS							
Total Revenues	$548,626	$6,403,263	$12,604,702	($6,201,439)	50.80%	$5,078,932	$8,966,325
Total Expenditures	435,581	5,091,332	18,825,740	13,734,408	27.04%	9,913,382	17,443,612
Revenues less expenditures	113,045	1,311,931	(6,221,038)	(7,532,969)	(21.09%)	(4,834,450)	(8,477,287)
Difference		$2		($2)	0.00%		

INTERIM STATEMENTS by Fund
210-Confiscated Assets Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Bond confiscations							
Confiscations						$7,922	$27,455
Total Bond Confiscations						7,922	27,455
Confiscations							
State Confiscations							999
Federal Confiscations						13,722	25,028
Total state and federal confiscations						13,722	26,027
TOTAL FINES AND FORFEITURES						**21,644**	**53,482**
TOTAL OPERATING REVENUE						**21,644**	**53,482**
OPERATING EXPENSE							
Purchased or Contracted Services		9,932		(9,932)		112	3,593
Supplies		3,250		(3,250)		44,425	5,684
Capital Outlay:							
Machinery and Equipment							39,172
Total Capital Outlay							39,172
Miscellaneous		9,112		(9,112)		3,048	3,048
TOTAL OPERATING EXPENSE		**22,294**		**(22,294)**		**47,585**	**51,497**
OPERATING INCOME (LOSS)		**(22,294)**		**(22,294)**		**(25,941)**	**1,985**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(1,410)	(1,410)		(1,410)		(2,461)	(4,346)
Total Intergovernmental - net	(1,410)	(1,410)		(1,410)		(2,461)	(4,346)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		54,725		54,725			
Total gain (loss) on sale of capital assets		54,725		54,725			
TOTAL NON-OPERATING INCOME (EXPENSE)	**(1,410)**	**53,315**		**53,315**		**(2,461)**	**(4,346)**
INCOME (LOSS) BEFORE TRANSFERS	**(1,410)**	**31,021**		**31,021**		**(28,402)**	**(2,361)**
CHANGE IN NET POSITION	**($1,410)**	**$31,021**		**$31,021**	**0.00%**	**($28,402)**	**($2,361)**
CONTROL TOTALS							
Total Revenues		$54,725		$54,725	0.00%	$21,644	$53,482
Total Expenditures	1,410	23,704		(23,704)	0.00%	50,046	55,842
Revenues less expenditures	(1,410)	31,021		(31,021)	0.00%	(28,402)	(2,360)
Difference					0.00%		($1)

INTERIM STATEMENTS by Fund
213-National Opioid Settlement
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
National Opioid Settlement Payments	$57,052	$71,909		$71,909		$65,318	$65,941
TOTAL FINES AND FORFEITURES	**57,052**	**71,909**		**71,909**		**65,318**	**65,941**
TOTAL OPERATING REVENUE	**57,052**	**71,909**		**71,909**		**65,318**	**65,941**
OPERATING EXPENSE							
Supplies			61,241	61,241			4,700
TOTAL OPERATING EXPENSE			**61,241**	**61,241**			**4,700**
OPERATING INCOME (LOSS)	**57,052**	**71,909**	**(61,241)**	**133,150**	**(117.42%)**	**65,318**	**61,241**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**57,052**	**71,909**	**(61,241)**	**133,150**	**(117.42%)**	**65,318**	**61,241**
CHANGE IN NET POSITION	**$57,052**	**$71,909**	**($61,241)**	**$133,150**	**(117.42%)**	**$65,318**	**$61,241**
CONTROL TOTALS							
Total Revenues	$57,052	$71,909		$71,909	0.00%	$65,318	$65,941
Total Expenditures			61,241	61,241	0.00%		4,700
Revenues less expenditures	57,052	71,909	(61,241)	(133,150)	(117.42%)	65,318	61,241

INTERIM STATEMENTS by Fund

220-COPS Hiring Program Grant

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages		$26,492		($26,492)		$72,299	$89,952
Employee Benefits		8,132		(8,132)		37,704	41,843
Total Personal Services and Employee Benefits		34,624		(34,624)		110,003	131,795
TOTAL OPERATING EXPENSE		**34,624**		**(34,624)**		**110,003**	**131,795**
OPERATING INCOME (LOSS)		**(34,624)**		**(34,624)**		**(110,003)**	**(131,795)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Operating - Categorical							
Direct		34,624		34,624			131,795
Total Operating - Categorical		34,624		34,624			131,795
Total Federal Government Grants		34,624		34,624			131,795
Total Intergovernmental revenue		34,624		34,624			131,795
Total Intergovernmental - net		34,624		34,624			131,795
TOTAL NON-OPERATING INCOME (EXPENSE)		**34,624**		**34,624**			**131,795**
INCOME (LOSS) BEFORE TRANSFERS						**(110,003)**	
CHANGE IN NET POSITION					**0.00%**	**($110,003)**	
CONTROL TOTALS							
Total Revenues		$34,624		$34,624	0.00%		$131,795
Total Expenditures		34,624		(34,624)	0.00%	110,003	131,795
Revenues less expenditures					0.00%	(110,003)	

INTERIM STATEMENTS by Fund
Community Development Block Grants
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$21,300	$62,790	$239,033	$176,243	26.27%	$30,400	$52,940
Capital Outlay:							
Property (Land and Buildings)	54,653	1,511,162	3,512,376	2,001,214	43.02%	763,669	2,110,469
Total Capital Outlay	54,653	1,511,162	3,512,376	2,001,214	43.02%	763,669	2,110,469
TOTAL OPERATING EXPENSE	**75,953**	**1,573,952**	**3,751,409**	**2,177,457**	**41.96%**	**794,069**	**2,163,409**
OPERATING INCOME (LOSS)	**(75,953)**	**(1,573,952)**	**(3,751,409)**	**2,177,457**	**41.96%**	**(794,069)**	**(2,163,409)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)		891,244	2,000,000	(1,108,756)	44.56%	124,972	814,014
Total State Government Grants		891,244	2,000,000	(1,108,756)	44.56%	124,972	814,014
Total Intergovernmental revenue		891,244	2,000,000	(1,108,756)	44.56%	124,972	814,014
Total Intergovernmental - net		891,244	2,000,000	(1,108,756)	44.56%	124,972	814,014
TOTAL NON-OPERATING INCOME (EXPENSE)		**891,244**	**2,000,000**	**(1,108,756)**	**44.56%**	**124,972**	**814,014**
INCOME (LOSS) BEFORE TRANSFERS	**(75,953)**	**(682,708)**	**(1,751,409)**	**1,068,701**	**38.98%**	**(669,097)**	**(1,349,395)**
TRANSFERS							
Transfers - in	83,853	1,032,544	2,152,160	(1,119,616)	47.98%	738,082	1,013,870
TOTAL TRANSFERS - NET	**83,853**	**1,032,544**	**2,152,160**	**(1,119,616)**	**47.98%**	**738,082**	**1,013,870**
CHANGE IN NET POSITION	**$7,900**	**$349,836**	**$400,751**	**($50,915)**	**87.30%**	**$68,985**	**($335,525)**
CONTROL TOTALS							
Total Revenues	$83,853	$1,923,789	$4,152,160	($2,228,371)	46.33%	$863,054	$1,827,884
Total Expenditures	75,953	1,573,952	3,751,410	2,177,458	41.96%	794,069	2,163,409
Revenues less expenditures	7,900	349,837	400,750	50,913	87.30%	68,985	(335,525)
Difference		($1)	$1	$2	(100.00%)		

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services						$6,150	$6,150
Capital Outlay:							
Property (Land and Buildings)						675,347	675,347
Total Capital Outlay						675,347	675,347
TOTAL OPERATING EXPENSE						**681,497**	**681,497**
OPERATING INCOME (LOSS)						**(681,497)**	**(681,497)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)						114,161	114,161
Total State Government Grants						114,161	114,161
Total Intergovernmental revenue						114,161	114,161
Total Intergovernmental - net						114,161	114,161
TOTAL NON-OPERATING INCOME (EXPENSE)						**114,161**	**114,161**
INCOME (LOSS) BEFORE TRANSFERS						**(567,336)**	**(567,336)**
TRANSFERS							
Transfers - in						634,351	634,351
TOTAL TRANSFERS - NET						**634,351**	**634,351**
CHANGE IN NET POSITION					**0.00%**	**$67,015**	**$67,015**
CONTROL TOTALS							
Total Revenues					0.00%	$748,512	$748,512
Total Expenditures					0.00%	681,497	681,497
Revenues less expenditures					0.00%	67,015	67,015

INTERIM STATEMENTS by Fund

233-Community Development Block Grant 2021

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$9,790	$124,633	$114,843	7.86%	$11,730	$21,190
Capital Outlay:							
Property (Land and Buildings)		36,191	15,298	(20,893)	236.57%	18,791	1,326,798
Total Capital Outlay		36,191	15,298	(20,893)	236.57%	18,791	1,326,798
TOTAL OPERATING EXPENSE		**45,981**	**139,931**	**93,950**	**32.86%**	**30,521**	**1,347,988**
OPERATING INCOME (LOSS)		**(45,981)**	**(139,931)**	**93,950**	**32.86%**	**(30,521)**	**(1,347,988)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)						10,811	699,854
Total State Government Grants						10,811	699,854
Total Intergovernmental revenue						10,811	699,854
Total Intergovernmental - net						10,811	699,854
TOTAL NON-OPERATING INCOME (EXPENSE)						**10,811**	**699,854**
INCOME (LOSS) BEFORE TRANSFERS		**(45,981)**	**(139,931)**	**93,950**	**32.86%**	**(19,710)**	**(648,134)**
TRANSFERS							
Transfers - in		446,641	540,682	(94,041)	82.61%	21,680	249,444
TOTAL TRANSFERS - NET		**446,641**	**540,682**	**(94,041)**	**82.61%**	**21,680**	**249,444**
CHANGE IN NET POSITION		**$400,660**	**$400,751**	**($91)**	**99.98%**	**$1,970**	**($398,690)**
CONTROL TOTALS							
Total Revenues		$446,641	$540,682	($94,041)	82.61%	$32,491	$949,297
Total Expenditures		45,981	139,932	93,951	32.86%	30,521	1,347,988
Revenues less expenditures		400,660	400,750	90	99.98%	1,970	(398,691)
Difference			$1	$1	0.00%		$1

INTERIM STATEMENTS by Fund

235-Community Development Block Grant 2022

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$14,500	$37,000	$53,400	$16,400	69.29%	$12,520	$25,600
Capital Outlay:							
Property (Land and Buildings)	6,840	1,380,297	1,880,460	500,163	73.40%	69,531	108,325
Total Capital Outlay	6,840	1,380,297	1,880,460	500,163	73.40%	69,531	108,325
TOTAL OPERATING EXPENSE	**21,340**	**1,417,297**	**1,933,860**	**516,563**	**73.29%**	**82,051**	**133,925**
OPERATING INCOME (LOSS)	**(21,340)**	**(1,417,297)**	**(1,933,860)**	**516,563**	**73.29%**	**(82,051)**	**(133,925)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)		891,244	1,000,000	(108,756)	89.12%		
Total State Government Grants		891,244	1,000,000	(108,756)	89.12%		
Total Intergovernmental revenue		891,244	1,000,000	(108,756)	89.12%		
Total Intergovernmental - net		891,244	1,000,000	(108,756)	89.12%		
TOTAL NON-OPERATING INCOME (EXPENSE)		**891,244**	**1,000,000**	**(108,756)**	**89.12%**		
INCOME (LOSS) BEFORE TRANSFERS	**(21,340)**	**(526,053)**	**(933,860)**	**407,807**	**56.33%**	**(82,051)**	**(133,925)**
TRANSFERS							
Transfers - in	25,240	471,228	933,860	(462,632)	50.46%	82,051	130,075
TOTAL TRANSFERS - NET	**25,240**	**471,228**	**933,860**	**(462,632)**	**50.46%**	**82,051**	**130,075**
CHANGE IN NET POSITION	**$3,900**	**($54,825)**		**($54,825)**	**0.00%**		**($3,850)**
CONTROL TOTALS							
Total Revenues	$25,240	$1,362,473	$1,933,860	($571,387)	70.45%	$82,051	$130,075
Total Expenditures	21,340	1,417,297	1,933,860	516,563	73.29%	82,051	133,925
Revenues less expenditures	3,900	(54,824)		54,824	0.00%		(3,850)
Difference		($1)		$1	0.00%		

INTERIM STATEMENTS by Fund

236-Community Development Block Grant 2023

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$6,800	$16,000	$61,000	$45,000	26.23%		
Capital Outlay:							
Property (Land and Buildings)	47,813	94,675	1,616,618	1,521,943	5.86%		
Total Capital Outlay	47,813	94,675	1,616,618	1,521,943	5.86%		
TOTAL OPERATING EXPENSE	**54,613**	**110,675**	**1,677,618**	**1,566,943**	**6.60%**		
OPERATING INCOME (LOSS)	**(54,613)**	**(110,675)**	**(1,677,618)**	**1,566,943**	**6.60%**		
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)			1,000,000	(1,000,000)			
Total State Government Grants			1,000,000	(1,000,000)			
Total Intergovernmental revenue			1,000,000	(1,000,000)			
Total Intergovernmental - net			1,000,000	(1,000,000)			
TOTAL NON-OPERATING INCOME (EXPENSE)			**1,000,000**	**(1,000,000)**			
INCOME (LOSS) BEFORE TRANSFERS	**(54,613)**	**(110,675)**	**(677,618)**	**566,943**	**16.33%**		
TRANSFERS							
Transfers - in	58,613	114,675	677,618	(562,943)	16.92%		
TOTAL TRANSFERS - NET	**58,613**	**114,675**	**677,618**	**(562,943)**	**16.92%**		
CHANGE IN NET POSITION	**$4,000**	**$4,000**		**$4,000**	**0.00%**		
CONTROL TOTALS							
Total Revenues	$58,613	$114,675	$1,677,618	($1,562,943)	6.84%		
Total Expenditures	54,613	110,675	1,677,618	1,566,943	6.60%		
Revenues less expenditures	4,000	4,000		(4,000)	0.00%		

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services			$64,450	$64,450		$175,440	$198,313
Capital Outlay:							
Property (Land and Buildings)		229,212	3,035,884	2,806,672	7.55%	714,878	758,443
Machinery and Equipment	140,593	340,992	808,298	467,306	42.19%	49,657	312,702
Total Capital Outlay	140,593	570,204	3,844,182	3,273,978	14.83%	764,535	1,071,145
Miscellaneous			74,973	74,973			
TOTAL OPERATING EXPENSE	**140,593**	**570,204**	**3,983,605**	**3,413,401**	**14.31%**	**939,975**	**1,269,458**
OPERATING INCOME (LOSS)	**(140,593)**	**(570,204)**	**(3,983,605)**	**3,413,401**	**14.31%**	**(939,975)**	**(1,269,458)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Transfers (Non-Grant)							
America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds			3,925,542	(3,925,542)			1,269,458
Total Intergovernmental revenue			3,925,542	(3,925,542)			1,269,458
Total Intergovernmental - net			3,925,542	(3,925,542)			1,269,458
TOTAL NON-OPERATING INCOME (EXPENSE)			**3,925,542**	**(3,925,542)**			**1,269,458**
INCOME (LOSS) BEFORE TRANSFERS	**(140,593)**	**(570,204)**	**(58,063)**	**(512,141)**	**982.04%**	**(939,975)**	
CHANGE IN NET POSITION	**($140,593)**	**($570,204)**	**($58,063)**	**($512,141)**	**982.04%**	**($939,975)**	
CONTROL TOTALS							
Total Revenues			$3,925,542	($3,925,542)	0.00%		$1,269,458
Total Expenditures	140,593	570,204	3,983,605	3,413,401	14.31%	939,975	1,269,458
Revenues less expenditures	(140,593)	(570,204)	(58,063)	512,141	982.04%	(939,975)	

INTERIM STATEMENTS by Fund

251-Multiple Grant Fund

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$10	$30		($30)			
TOTAL OPERATING EXPENSE	**10**	**30**		**(30)**			
OPERATING INCOME (LOSS)	**(10)**	**(30)**		**(30)**			
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	137	252		252		42	77
Total Interest/Investment Income	137	252		252		42	77
TOTAL NON-OPERATING INCOME (EXPENSE)	**137**	**252**		**252**		**42**	**77**
INCOME (LOSS) BEFORE TRANSFERS	**127**	**222**		**222**		**42**	**77**
CHANGE IN NET POSITION	**$127**	**$222**		**$222**	**0.00%**	**$42**	**$77**
CONTROL TOTALS							
Total Revenues	$137	$252		$252	0.00%	$42	$77
Total Expenditures	10	30		(30)	0.00%		
Revenues less expenditures	127	222		(222)	0.00%	42	77

INTERIM STATEMENTS by Fund
254-FEMA Grants Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Misc Revenue						$200	$200
TOTAL RENTS AND ROYALTIES						**200**	**200**
TOTAL OPERATING REVENUE						**200**	**200**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages		1,347		(1,347)		657,417	676,639
Total Personal Services and Employee Benefits		1,347		(1,347)		657,417	676,639
Purchased or Contracted Services	58,912	1,315,340		(1,315,340)		4,836,055	8,453,831
Utilities:							
Gasoline						50	50
Total Utilities						50	50
Supplies		32,121		(32,121)		140,865	162,583
Capital Outlay:							
Property (Land and Buildings)						632,006	672,798
Total Capital Outlay						632,006	672,798
Inter-Departmental Charges							10,000
TOTAL OPERATING EXPENSE	**58,912**	**1,348,808**		**(1,348,808)**		**6,266,393**	**9,975,901**
OPERATING INCOME (LOSS)	**(58,912)**	**(1,348,808)**		**(1,348,808)**		**(6,266,193)**	**(9,975,701)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Local Government Unit Grants							
FEMA/State Disaster Grant							9,768
Total Local Government Unit Grants							9,768
Total Intergovernmental revenue							9,768
Total Intergovernmental - net							9,768
TOTAL NON-OPERATING INCOME (EXPENSE)							**9,768**
INCOME (LOSS) BEFORE TRANSFERS	**(58,912)**	**(1,348,808)**		**(1,348,808)**		**(6,266,193)**	**(9,965,933)**
CHANGE IN NET POSITION	**($58,912)**	**($1,348,808)**		**($1,348,808)**	**0.00%**	**($6,266,193)**	**($9,965,933)**
CONTROL TOTALS							
Total Revenues					0.00%	$200	$9,968
Total Expenditures	58,912	1,348,807		(1,348,807)	0.00%	6,266,393	9,975,901
Revenues less expenditures	(58,912)	(1,348,807)		1,348,807	0.00%	(6,266,193)	(9,965,933)
Difference		($1)		$1	0.00%		

INTERIM STATEMENTS by Fund

271-Tax Allocation District (TAD #1)

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$8,056	$275,940	$210,000	$65,940	131.40%	$209,965	$224,686
Total Taxes	8,056	275,940	210,000	(65,940)	131.40%	209,965	224,686
Total Taxes and Franchise taxes	8,056	275,940	210,000	(65,940)	131.40%	209,965	224,686
TOTAL TAXES	**8,056**	**275,940**	**210,000**	**65,940**	**131.40%**	**209,965**	**224,686**
TOTAL OPERATING REVENUE	**8,056**	**275,940**	**210,000**	**65,940**	**131.40%**	**209,965**	**224,686**
OPERATING INCOME (LOSS)	**8,056**	**275,940**	**210,000**	**65,940**	**131.40%**	**209,965**	**224,686**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**8,056**	**275,940**	**210,000**	**65,940**	**131.40%**	**209,965**	**224,686**
TRANSFERS							
Transfers - out			(470,697)	470,697			
TOTAL TRANSFERS - NET			**(470,697)**	**470,697**			
CHANGE IN NET POSITION	**$8,056**	**$275,940**	**($260,697)**	**$536,637**	**(105.85%)**	**$209,965**	**$224,686**
CONTROL TOTALS							
Total Revenues	$8,056	$275,940	$210,000	$65,940	131.40%	$209,965	$224,686
Total Expenditures			470,697	470,697	0.00%		
Revenues less expenditures	8,056	275,940	(260,697)	(536,637)	(105.85%)	209,965	224,686

INTERIM STATEMENTS by Fund

272-Tax Allocation District (TAD #2)

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$921	$478,689	$432,500	$46,189	110.68%	$410,073	$427,225
Total Taxes	921	478,689	432,500	(46,189)	110.68%	410,073	427,225
Total Taxes and Franchise taxes	921	478,689	432,500	(46,189)	110.68%	410,073	427,225
TOTAL TAXES	**921**	**478,689**	**432,500**	**46,189**	**110.68%**	**410,073**	**427,225**
TOTAL OPERATING REVENUE	**921**	**478,689**	**432,500**	**46,189**	**110.68%**	**410,073**	**427,225**
OPERATING EXPENSE							
Capital Outlay:							
Property (Land and Buildings)			202,700	202,700			
Total Capital Outlay			202,700	202,700			
TOTAL OPERATING EXPENSE			**202,700**	**202,700**			
OPERATING INCOME (LOSS)	**921**	**478,689**	**229,800**	**248,889**	**208.31%**	**410,073**	**427,225**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal			(25,740)	25,740		(24,744)	(24,744)
Interest Expense			(28,920)	28,920		(29,910)	(29,910)
Total principal and interest expense			(54,660)	54,660		(54,654)	(54,654)
TOTAL NON-OPERATING INCOME (EXPENSE)			**(54,660)**	**54,660**		**(54,654)**	**(54,654)**
INCOME (LOSS) BEFORE TRANSFERS	**921**	**478,689**	**175,140**	**303,549**	**273.32%**	**355,419**	**372,571**
CHANGE IN NET POSITION	**$921**	**$478,689**	**$175,140**	**$303,549**	**273.32%**	**$355,419**	**$372,571**
CONTROL TOTALS							
Total Revenues	$921	$478,689	$432,500	$46,189	110.68%	$410,073	$427,225
Total Expenditures			257,360	257,360	0.00%	54,654	54,654
Revenues less expenditures	921	478,689	175,140	(303,549)	273.32%	355,419	372,571

INTERIM STATEMENTS by Fund
275-Hotel / Motel Tax Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Hotel/Motel	$8,899	$100,475	$132,000	($31,525)	76.12%	$117,506	$143,939
Total selective sales and use taxes	8,899	100,475	132,000	(31,525)	76.12%	117,506	143,939
TOTAL TAXES	**8,899**	**100,475**	**132,000**	**(31,525)**	**76.12%**	**117,506**	**143,939**
TOTAL OPERATING REVENUE	**8,899**	**100,475**	**132,000**	**(31,525)**	**76.12%**	**117,506**	**143,939**
OPERATING INCOME (LOSS)	**8,899**	**100,475**	**132,000**	**(31,525)**	**76.12%**	**117,506**	**143,939**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(3,893)	(43,958)	(57,750)	13,792	76.12%	(51,409)	(62,973)
Total Intergovernmental - net	(3,893)	(43,958)	(57,750)	13,792	76.12%	(51,409)	(62,973)
TOTAL NON-OPERATING INCOME (EXPENSE)	**(3,893)**	**(43,958)**	**(57,750)**	**13,792**	**76.12%**	**(51,409)**	**(62,973)**
INCOME (LOSS) BEFORE TRANSFERS	**5,006**	**56,517**	**74,250**	**(17,733)**	**76.12%**	**66,097**	**80,966**
TRANSFERS							
Transfers - out	(5,006)	(56,517)	(74,250)	17,733	76.12%	(66,097)	(80,966)
TOTAL TRANSFERS - NET	**(5,006)**	**(56,517)**	**(74,250)**	**17,733**	**76.12%**	**(66,097)**	**(80,966)**
CONTROL TOTALS							
Total Revenues	$8,899	$100,475	$132,000	($31,525)	76.12%	$117,506	$143,939
Total Expenditures	8,899	100,475	132,000	31,525	76.12%	117,506	143,939

INTERIM STATEMENTS by Fund
282-Court Technology Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	$1,851	$15,562	$25,000	($9,438)	62.25%	$27,667	$32,341
Total court revenues and fines	1,851	15,562	25,000	(9,438)	62.25%	27,667	32,341
TOTAL FINES AND FORFEITURES	**1,851**	**15,562**	**25,000**	**(9,438)**	**62.25%**	**27,667**	**32,341**
TOTAL OPERATING REVENUE	**1,851**	**15,562**	**25,000**	**(9,438)**	**62.25%**	**27,667**	**32,341**
OPERATING EXPENSE							
Purchased or Contracted Services		12,438	13,450	1,012	92.48%	12,686	13,371
Supplies			1,000	1,000			
Inter-Departmental Charges						1,793	2,390
TOTAL OPERATING EXPENSE		**12,438**	**14,450**	**2,012**	**86.08%**	**14,479**	**15,761**
OPERATING INCOME (LOSS)	**1,851**	**3,124**	**10,550**	**(7,426)**	**29.61%**	**13,188**	**16,580**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**1,851**	**3,124**	**10,550**	**(7,426)**	**29.61%**	**13,188**	**16,580**
CHANGE IN NET POSITION	**$1,851**	**$3,124**	**$10,550**	**($7,426)**	**29.61%**	**$13,188**	**$16,580**
CONTROL TOTALS							
Total Revenues	$1,851	$15,562	$25,000	($9,438)	62.25%	$27,667	$32,341
Total Expenditures		12,438	14,450	2,012	86.08%	14,478	15,761
Revenues less expenditures	1,851	3,124	10,550	7,426	29.61%	13,189	16,580
Difference					0.00%	($1)	

INTERIM STATEMENTS by Fund
321-SPLOST Fund 2016
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Misc Revenue						$10,000	$10,000
TOTAL RENTS AND ROYALTIES						**10,000**	**10,000**
TOTAL OPERATING REVENUE						**10,000**	**10,000**
OPERATING EXPENSE							
Purchased or Contracted Services	9,107	81,595	350,097	268,502	23.31%	910,947	922,871
Supplies	270	270		(270)			
Capital Outlay:							
Property (Land and Buildings)	140,429	306,208	784,402	478,194	39.04%	133,910	228,514
Total Capital Outlay	140,429	306,208	784,402	478,194	39.04%	133,910	228,514
TOTAL OPERATING EXPENSE	**149,806**	**388,073**	**1,134,499**	**746,426**	**34.21%**	**1,044,857**	**1,151,385**
OPERATING INCOME (LOSS)	**(149,806)**	**(388,073)**	**(1,134,499)**	**746,426**	**34.21%**	**(1,034,857)**	**(1,141,385)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal							(1,890,000)
Interest Expense							(37,800)
Total principal and interest expense							(1,927,800)
TOTAL NON-OPERATING INCOME (EXPENSE)							**(1,927,800)**
INCOME (LOSS) BEFORE TRANSFERS	**(149,806)**	**(388,073)**	**(1,134,499)**	**746,426**	**34.21%**	**(1,034,857)**	**(3,069,185)**
CHANGE IN NET POSITION	**($149,806)**	**($388,073)**	**($1,134,499)**	**$746,426**	**34.21%**	**($1,034,857)**	**($3,069,185)**
CONTROL TOTALS							
Total Revenues					0.00%	$10,000	$10,000
Total Expenditures	149,805	388,073	1,134,500	746,427	34.21%	1,044,857	3,079,185
Revenues less expenditures	(149,805)	(388,073)	(1,134,500)	(746,427)	34.21%	(1,034,857)	(3,069,185)
Difference	($1)		$1	$1	0.00%		

INTERIM STATEMENTS by Fund
335-Transportation SPLOST
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$1,039,025		($1,039,025)		$521,402	$521,402
Capital Outlay:							
Property (Land and Buildings)			9,020,478	9,020,478			27,566
Total Capital Outlay			9,020,478	9,020,478			27,566
TOTAL OPERATING EXPENSE		**1,039,025**	**9,020,478**	**7,981,453**	**11.52%**	**521,402**	**548,968**
OPERATING INCOME (LOSS)		**(1,039,025)**	**(9,020,478)**	**7,981,453**	**11.52%**	**(521,402)**	**(548,968)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Transportation Special purpose local option sales and use taxes	387,858	3,447,299	3,727,500	(280,201)	92.48%	3,353,463	4,479,412
Total Intergovernmental revenue	387,858	3,447,299	3,727,500	(280,201)	92.48%	3,353,463	4,479,412
Total Intergovernmental - net	387,858	3,447,299	3,727,500	(280,201)	92.48%	3,353,463	4,479,412
TOTAL NON-OPERATING INCOME (EXPENSE)	**387,858**	**3,447,299**	**3,727,500**	**(280,201)**	**92.48%**	**3,353,463**	**4,479,412**
INCOME (LOSS) BEFORE TRANSFERS	**387,858**	**2,408,274**	**(5,292,978)**	**7,701,252**	**(45.50%)**	**2,832,061**	**3,930,444**
TRANSFERS							
Transfers - in							290,118
TOTAL TRANSFERS - NET							**290,118**
CHANGE IN NET POSITION	**$387,858**	**$2,408,274**	**($5,292,978)**	**$7,701,252**	**(45.50%)**	**$2,832,061**	**$4,220,562**
CONTROL TOTALS							
Total Revenues	$387,858	$3,447,299	$3,727,500	($280,201)	92.48%	$3,353,463	$4,769,530
Total Expenditures		1,039,025	9,020,478	7,981,453	11.52%	521,402	548,968
Revenues less expenditures	387,858	2,408,274	(5,292,978)	(7,701,252)	(45.50%)	2,832,061	4,220,562

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee		$600		$600			
Site Sales	6,200	71,910		71,910		54,850	103,200
Niche Engraving		350		350		200	200
Total other charges for services	6,200	72,860		72,860		55,050	103,400
TOTAL CHARGES FOR SERVICES	**6,200**	**72,860**		**72,860**		**55,050**	**103,400**
RENTS AND ROYALTIES							
Third-party Sales		360		360		450	450
Misc Revenue							63,166
TOTAL RENTS AND ROYALTIES		**360**		**360**		**450**	**63,616**
TOTAL OPERATING REVENUE	**6,200**	**73,220**		**73,220**		**55,500**	**167,016**
OPERATING EXPENSE							
Purchased or Contracted Services		1,172		(1,172)		560	855
Supplies							2,532
TOTAL OPERATING EXPENSE		**1,172**		**(1,172)**		**560**	**3,387**
OPERATING INCOME (LOSS)	**6,200**	**72,048**		**72,048**		**54,940**	**163,629**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	2,771	10,165		10,165		11,083	14,787
Bank Account Interest	654	17,256		17,256		21,826	33,684
Dividends	7,977	71,482		71,482		58,325	77,973
Unrealized Gain/Loss on Investments	34,244	280,950		280,950		181,639	333,265
Total Interest/Investment Income	45,646	379,853		379,853		272,873	459,709
Contributions and donations							
Contributed Capital						5,000	5,000
Total contributions and donations						5,000	5,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**45,646**	**379,853**		**379,853**		**277,873**	**464,709**
INCOME (LOSS) BEFORE TRANSFERS	**51,846**	**451,901**		**451,901**		**332,813**	**628,338**
TRANSFERS							
Transfers - out						(180,000)	(280,000)
TOTAL TRANSFERS - NET						**(180,000)**	**(280,000)**
CHANGE IN NET POSITION	**$51,846**	**$451,901**		**$451,901**	**0.00%**	**$152,813**	**$348,338**
CONTROL TOTALS							
Total Revenues	$51,847	$453,072		$453,072	0.00%	$333,372	$631,725
Total Expenditures		1,172		(1,172)	0.00%	180,560	283,387
Revenues less expenditures	51,847	451,900		(451,900)	0.00%	152,812	348,338
Difference	($1)	$1		($1)	0.00%	$1	

INTERIM STATEMENTS by Fund
771-OPEB Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Intergovernmental							
TRANSFERS							
Transfers - out						($180,000)	($280,000)
TOTAL TRANSFERS - NET						**(180,000)**	**(280,000)**
CHANGE IN NET POSITION					**0.00%**	**($180,000)**	**($280,000)**
CONTROL TOTALS							
Total Expenditures					0.00%	180,000	280,000
Revenues less expenditures					0.00%	(180,000)	(280,000)

INTERIM STATEMENTS by Fund
791-Cemetery Trust Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other charges for services							
Cemetery Opening/Closing Fee		$600		$600			
Site Sales	6,200	71,910		71,910		54,850	103,200
Niche Engraving		350		350		200	200
Total other charges for services	6,200	72,860		72,860		55,050	103,400
TOTAL CHARGES FOR SERVICES	**6,200**	**72,860**		**72,860**		**55,050**	**103,400**
RENTS AND ROYALTIES							
Third-party Sales		360		360		450	450
Misc Revenue							63,166
TOTAL RENTS AND ROYALTIES		**360**		**360**		**450**	**63,616**
TOTAL OPERATING REVENUE	**6,200**	**73,220**		**73,220**		**55,500**	**167,016**
OPERATING EXPENSE							
Purchased or Contracted Services		742		(742)		385	580
Supplies							2,532
TOTAL OPERATING EXPENSE		**742**		**(742)**		**385**	**3,112**
OPERATING INCOME (LOSS)	**6,200**	**72,478**		**72,478**		**55,115**	**163,904**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Dividends	7,977	71,482		71,482		58,325	77,973
Unrealized Gain/Loss on Investments	32,162	259,915		259,915		205,373	373,223
Total Interest/Investment Income	40,139	331,397		331,397		263,698	451,196
Contributions and donations							
Contributed Capital						5,000	5,000
Total contributions and donations						5,000	5,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**40,139**	**331,397**		**331,397**		**268,698**	**456,196**
INCOME (LOSS) BEFORE TRANSFERS	**46,339**	**403,875**		**403,875**		**323,813**	**620,100**
CHANGE IN NET POSITION	**$46,339**	**$403,875**		**$403,875**	**0.00%**	**$323,813**	**$620,100**
CONTROL TOTALS							
Total Revenues	$46,339	$404,617		$404,617	0.00%	$324,198	$623,213
Total Expenditures		742		(742)	0.00%	385	3,112
Revenues less expenditures	46,339	403,875		(403,875)	0.00%	323,813	620,101
Difference					0.00%		($1)

INTERIM STATEMENTS by Fund
792-Mausoleum Trust Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$124		($124)		$48	$73
TOTAL OPERATING EXPENSE		**124**		**(124)**		**48**	**73**
OPERATING INCOME (LOSS)		**(124)**		**(124)**		**(48)**	**(73)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	2,771	10,165		10,165		11,083	14,787
Unrealized Gain/Loss on Investments	(1,404)	5,351		5,351		(8,996)	(11,983)
Total Interest/Investment Income	1,367	15,516		15,516		2,087	2,804
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,367**	**15,516**		**15,516**		**2,087**	**2,804**
INCOME (LOSS) BEFORE TRANSFERS	**1,367**	**15,392**		**15,392**		**2,039**	**2,731**
CHANGE IN NET POSITION	**$1,367**	**$15,392**		**$15,392**	**0.00%**	**$2,039**	**$2,731**
CONTROL TOTALS							
Total Revenues	$1,368	$15,516		$15,516	0.00%	$2,087	$2,804
Total Expenditures		124		(124)	0.00%	48	73
Revenues less expenditures	1,368	15,392		(15,392)	0.00%	2,039	2,731
Difference	($1)				0.00%		

INTERIM STATEMENTS by Fund

793-Light Water Sewer (LWS) Emergency Trust Fund

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$306		($306)		$126	$203
TOTAL OPERATING EXPENSE		**306**		**(306)**		**126**	**203**
OPERATING INCOME (LOSS)		**(306)**		**(306)**		**(126)**	**(203)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	654	17,256		17,256		21,826	33,684
Unrealized Gain/Loss on Investments	3,486	15,684		15,684		(14,739)	(27,976)
Total Interest/Investment Income	4,140	32,940		32,940		7,087	5,708
TOTAL NON-OPERATING INCOME (EXPENSE)	**4,140**	**32,940**		**32,940**		**7,087**	**5,708**
INCOME (LOSS) BEFORE TRANSFERS	**4,140**	**32,634**		**32,634**		**6,961**	**5,505**
CHANGE IN NET POSITION	**$4,140**	**$32,634**		**$32,634**	**0.00%**	**$6,961**	**$5,505**
CONTROL TOTALS							
Total Revenues	$4,140	$32,940		$32,940	0.00%	$7,087	$5,708
Total Expenditures		306		(306)	0.00%	126	203
Revenues less expenditures	4,140	32,634		(32,634)	0.00%	6,961	5,505

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$250		$250		$600	$1,050
Total building and sign permits		250		250		600	1,050
Total non-business licenses and permits		250		250		600	1,050
TOTAL LICENSES AND PERMITS		**250**		**250**		**600**	**1,050**
CHARGES FOR SERVICES							
General government:							
Motor pool charges	100,366	777,327	1,186,895	(409,568)	65.49%	801,912	1,071,380
Total general government	100,366	777,327	1,186,895	409,568	65.49%	801,912	1,071,380
Streets and public improvements	77	323		323		79	219
Utilities / enterprise charges and fees							
Fees - Collection - Residential	242,295	2,158,347	3,271,350	(1,113,003)	65.98%	1,888,423	2,813,943
Fees - Collection - Commercial	108,460	935,507	1,220,575	(285,068)	76.64%	785,045	1,180,860
Fees - Transfer Station	123,403	1,101,029	1,714,000	(612,971)	64.24%	1,206,943	1,587,379
Fees - Special Handling	1,425	12,390	22,050	(9,660)	56.19%	12,720	16,760
Fees - Rolloff Containers	63,050	578,289	654,942	(76,653)	88.30%	440,431	645,843
Fees - Yard Waste Disposal	73,043	652,019	895,730	(243,711)	72.79%	570,643	849,662
Fees - Yard Waste Special Handling	(21)	(318)		(318)		(150)	(278)
Sale of Recycled Materials	240	72,476	8,000	64,476	905.95%	34,498	39,054
Permit Fees - Commercial Hauler	500	2,900	3,000	(100)	96.67%	2,200	3,200
Fees - Landfill Use	223,842	1,916,957	2,300,000	(383,043)	83.35%	1,716,728	2,455,399
Water Institutional	19,150	202,812	435,273	(232,461)	46.59%	234,558	305,378
Fees - Water Industrial	60,822	480,100	628,335	(148,235)	76.41%	523,591	728,806
Fees - Water Residential	348,027	3,293,717	4,636,113	(1,342,396)	71.04%	2,916,390	4,305,717
Fees - Water Commercial	118,258	982,234	1,573,194	(590,960)	62.44%	834,766	1,327,544
Pass-Thru Water Spalding County	(412,251)	(3,723,215)	(4,139,029)	415,814	89.95%	(3,241,787)	(4,979,260)
Fees - Fire Hydrant Water	17,332	51,364	53,522	(2,158)	95.97%	45,315	68,864
Fees - Water Lock Cut	225	1,100	1,500	(400)	73.33%	700	1,175
Bulk Water - Spalding County	781,392	7,505,614	9,653,475	(2,147,861)	77.75%	6,435,255	9,569,263
Bulk Water - Williamson	7,701	71,725	95,092	(23,367)	75.43%	54,073	80,925
Bulk Water - Zebulon	32,335	281,937	502,087	(220,150)	56.15%	351,194	460,886
Bulk Water - Butts County	2,200	22,930	37,553	(14,623)	61.06%	25,287	36,567
Bulk Water - Coweta County	517,500	4,836,300	6,472,710	(1,636,410)	74.72%	4,435,748	6,294,248
Bulk Water - City of Concord	2	1,406	2,572	(1,166)	54.67%	3,604	3,611
Fees - Water Irrigation	8,554	335,187	308,381	26,806	108.69%	302,995	380,568
Fees - Meter Install	770	23,510	15,800	7,710	148.80%	14,880	25,255
Sewer Flat - Industrial	81,407	607,493	730,927	(123,434)	83.11%	524,703	720,316
Sewer Flat - Residential	478,862	4,467,485	5,824,019	(1,356,534)	76.71%	3,877,694	5,793,085
Sewer Flat - Commercial	232,716	2,130,808	2,689,631	(558,823)	79.22%	1,897,863	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	10,500	4,200
Stormwater - Residential Upper Tier	35,057	313,251	442,469	(129,218)	70.80%	270,452	404,166
Stormwater - Residential Lower Tier	19,367	173,197	226,402	(53,205)	76.50%	141,822	212,583
Stormwater - Commercial Fees	188,480	1,685,905	2,259,649	(573,744)	74.61%	1,479,846	2,171,204
Sewer - Sun City	126,814	1,102,829		1,102,829		905,665	1,385,346
Sewer - Greyson Parc	9,326	66,913		66,913			3,635
Fees - Electric Residential Service	1,522,850	15,615,186	20,123,566	(4,508,380)	77.60%	12,277,573	17,821,233
Fees - Electric Commercial Service	1,557,018	14,894,850	20,526,121	(5,631,271)	72.57%	12,293,990	18,086,561

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Electric Industrial Service	709,130	6,390,507	8,129,452	(1,738,945)	78.61%	5,228,801	7,827,256
Fees - Electric Fuel Adjustment	654,528	6,354,162	8,427,273	(2,073,111)	75.40%	4,790,695	7,118,640
Fees - Electric Temporary Service	250	1,200	5,000	(3,800)	24.00%	2,450	3,000
Fees - Pole Rental Current Year	129,431	143,956	253,000	(109,044)	56.90%	160,579	304,278
ECCR Adjustment	123,496	1,198,898	1,590,052	(391,154)	75.40%	1,325,299	1,764,540
Telecom - Telephone Revenue	1,147	11,415	52,200	(40,785)	21.87%		
Telecom - Telephone Internal Customer Fees	5,197	43,450		43,450		38,982	54,282
Total utilities / enterprise charges and fees	8,213,330	77,010,422	101,666,986	(24,656,564)	75.75%	64,820,964	94,670,454
Other / enterprise charges and fees							
Green Fees	14,444	184,744	218,000	(33,256)	84.74%	170,804	315,258
Handicap Fees	175	700	800	(100)	87.50%		
Golf Cart Rentals	22,857	247,622	198,000	49,622	125.06%	147,852	165,976
Merchandise Sales	1,065	25,462	48,000	(22,538)	53.05%	40,112	56,542
Driving Range Fees	1,860	19,759	22,000	(2,241)	89.81%	16,787	25,227
Membership Fees	6,300	33,850	20,000	13,850	169.25%	23,100	37,100
Food & Beverage	2,425	24,633	33,000	(8,367)	74.65%	24,125	33,175
Beer Sales	1,140	15,038	14,000	1,038	107.41%	10,908	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	6,157	28,514	18,000	10,514	158.41%	25,883	45,474
Golf Balls	1,615	11,859		11,859			
Fiber Fees	47,998	411,969	550,000	(138,031)	74.90%	359,554	533,308
Fiber Fees - Internal Customer Fees	39,471	354,819	477,671	(122,852)	74.28%	312,749	443,118
Total other / enterprise charges and fees	145,507	1,359,009	1,600,471	(241,462)	84.91%	1,131,874	1,674,543
Other fees							
General Fund-Customer Service -Charges for Serv- -	59,316	526,742	705,850	(179,108)	74.63%	482,811	709,517
Landfill Capital Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	59,641	84,252
Landfill Closure Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	58,004	82,616
Container Fees	4,800	37,320	44,605	(7,285)	83.67%	34,740	44,880
Pole Installation	3,240	8,409	10,000	(1,591)	84.09%	4,550	4,550
After Hours Service Fee	1,725	11,225	25,000	(13,775)	44.90%	24,989	26,539
Connection Fees	19,620	155,035	200,000	(44,965)	77.52%	146,210	195,350
Surge Protection Fees	400	3,603	4,800	(1,197)	75.06%	3,332	4,896
Reconnect Fees	16,690	159,915	205,000	(45,085)	78.01%	125,250	154,775
Underground Trenching	19,284	76,160	30,000	46,160	253.87%	10,466	29,566
UGA Contracted Services						616	616
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Total other fees	139,153	1,138,215	1,433,287	(295,072)	79.41%	950,609	1,337,557
Culture and recreation							
Still Branch WTP Gate Receipts	683	4,431	7,695	(3,264)	57.58%	6,123	8,329
Total culture and recreation	683	4,431	7,695	(3,264)	57.58%	6,123	8,329
Other charges for services							
Returned Check Fees	1,385	17,465	23,000	(5,535)	75.93%	18,000	22,260
Delinquent Penalties	125,472	1,265,967	1,460,000	(194,033)	86.71%	1,188,605	1,549,288
Total other charges for services	126,857	1,283,432	1,483,000	(199,568)	86.54%	1,206,605	1,571,548
TOTAL CHARGES FOR SERVICES	**8,725,973**	**81,573,159**	**107,378,334**	**(25,805,175)**	**75.97%**	**68,918,166**	**100,334,030**
RENTS AND ROYALTIES							
Water Tower	5,779	55,896	50,000	5,896	111.79%	46,235	69,352
Sale of Excess Capacity		6,476	300,000	(293,524)	2.16%	272,687	287,291
Third-party Sales	50,116	614,833	755,790	(140,957)	81.35%	747,578	946,318

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Equipment Rental Fees	2,669	13,354	14,000	(646)	95.39%	13,225	16,173
MEAG Refunding Flexible Operating		6,476		6,476		272,687	287,292
MEAG Year End Settlement			750,000	(750,000)			869,863
Settlements from Insurance Claims		14,544		14,544		12,176	30,153
Settlements from Insurance Claims		420,330		420,330		2,112	2,125
Cash Over/Short	(511)	402		402		(773)	(554)
Misc Revenue	(211)	72,554	39,500	33,054	183.68%	2,879,557	2,906,034
TOTAL RENTS AND ROYALTIES	**57,842**	**1,204,865**	**1,909,290**	**(704,425)**	**63.11%**	**4,245,484**	**5,414,047**
TOTAL OPERATING REVENUE	**8,783,815**	**82,778,274**	**109,287,624**	**(26,509,350)**	**75.74%**	**73,164,250**	**105,749,127**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,145,880	7,399,432	11,055,886	3,656,454	66.93%	6,652,859	9,252,914
Employee Benefits	245,099	2,282,740	5,162,909	2,880,169	44.21%	3,782,142	5,621,220
Allocated Payroll Costs	23,452	211,066	281,422	70,356	75.00%	161,448	215,265
Total Personal Services and Employee Benefits	1,414,431	9,893,238	16,500,217	6,606,979	59.96%	10,596,449	15,089,399
Purchased or Contracted Services	939,091	7,445,196	13,094,901	5,649,705	56.86%	6,697,702	10,988,867
Utilities:							
Water/Sewerage		127,237	153,641	26,404	82.81%	94,586	159,903
Natural Gas	1,753	12,833	30,910	18,077	41.52%	19,309	22,824
Electricity	1,835	1,420,818	2,140,853	720,035	66.37%	1,421,140	1,931,271
Propane		26,594	118,550	91,956	22.43%	14,225	35,519
Gasoline	31,850	564,013	1,443,144	879,131	39.08%	676,023	932,160
Stormwater		24,636	39,220	14,584	62.81%	26,082	35,320
Customer Service Fee		1,443	2,361	918	61.12%	1,599	2,135
Total Utilities	35,438	2,177,574	3,928,679	1,751,105	55.43%	2,252,964	3,119,132
Supplies	1,274,683	3,415,107	5,153,371	1,738,264	66.27%	2,657,052	3,874,493
Electricity for Resale	3,925,505	33,125,124	43,734,558	10,609,434	75.74%	32,778,426	43,409,917
Capital Outlay:							
Property (Land and Buildings)	2,230,016	6,863,065	7,412,225	549,160	92.59%	6,232,368	10,642,908
Machinery and Equipment	167,804	655,996	3,255,872	2,599,876	20.15%	1,808,612	1,929,793
Capital Outlay - Reclass to Balance Sheet	(3,440,440)	(8,526,986)	(45,945)	8,481,041	18,559.12%	(7,917,425)	(12,544,705)
Total Capital Outlay	(1,042,620)	(1,007,925)	10,622,152	11,630,077	(9.49%)	123,555	27,996
Depreciation Expense		4,437,097	6,890,740	2,453,643	64.39%	5,501,230	7,377,161
Bad Debt		281,595	393,000	111,405	71.65%	417,198	552,260
Inter-Departmental Charges	288,440	2,694,906	3,391,363	696,457	79.46%	2,619,738	3,533,477
Miscellaneous			106,765	106,765			20,975
TOTAL OPERATING EXPENSE	**6,834,968**	**62,461,912**	**103,815,746**	**41,353,834**	**60.17%**	**63,644,314**	**87,993,677**
OPERATING INCOME (LOSS)	**1,948,847**	**20,316,362**	**5,471,878**	**14,844,484**	**371.29%**	**9,519,936**	**17,755,450**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect			5,000	(5,000)			
Total Operating - Categorical			5,000	(5,000)			
Direct							
GEFA Loan Forgiveness Grant							6,510
Total Direct					0.00%		6,510
Total State Government Grants			5,000	(5,000)			6,510

INTERIM STATEMENTS by Fund

Business-Type Activities

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Intergovernmental revenue			5,000	(5,000)			6,510
Intergovernmental - Exp		(38,410)	(228,000)	189,590	16.85%	(84,239)	(157,779)
Total Intergovernmental - net		(38,410)	(223,000)	184,590	17.22%	(84,239)	(151,269)
Interest Income							
Bank Account Interest	227	2,042		2,042		2,042	2,722
Bank Account Interest	48,509	361,649		361,649		297,943	390,778
Dividends	124,512	1,068,436		1,068,436		506,752	791,702
P-Card Rebate Program						8,942	8,942
Unrealized Gain/Loss on Investments	39,003	438,685		438,685		(339,192)	(609,333)
Total Interest/Investment Income	212,251	1,870,812		1,870,812		476,487	584,811
Principal	(6,073)	(54,012)	(58,870)	4,858	91.75%	(39,743)	
Interest Expense	(49,893)	(1,300,026)	(1,290,588)	(9,438)	100.73%	(4,098,014)	(1,884,100)
Total principal and interest expense	(55,966)	(1,354,038)	(1,349,458)	(4,580)	100.34%	(4,137,757)	(1,884,100)
Contributions and donations							
GMA Safety Grant		8,537		8,537		12,797	12,797
Total contributions and donations		8,537		8,537		12,797	12,797
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	12,201	73,019		73,019		51,880	51,880
GMA Lease Proceeds			779,800	(779,800)		828,500	
Total gain (loss) on sale of capital assets	12,201	73,019	779,800	(706,781)	9.36%	880,380	51,880
TOTAL NON-OPERATING INCOME (EXPENSE)	**168,486**	**559,920**	**(792,658)**	**1,352,578**	**(70.64%)**	**(2,852,332)**	**(1,385,881)**
INCOME (LOSS) BEFORE TRANSFERS	**2,117,333**	**20,876,282**	**4,679,220**	**16,197,062**	**446.15%**	**6,667,604**	**16,369,569**
TRANSFERS							
Transfers - in			1,159,420	(1,159,420)			1,152,881
Transfers - out	(1,022,020)	(9,476,056)	(13,410,175)	3,934,119	70.66%	(8,685,082)	(11,609,870)
TOTAL TRANSFERS - NET	**(1,022,020)**	**(9,476,056)**	**(12,250,755)**	**2,774,699**	**77.35%**	**(8,685,082)**	**(10,456,989)**
CHANGE IN NET POSITION	**$1,095,313**	**$11,400,226**	**($7,571,535)**	**$18,971,761**	**(150.57%)**	**($2,017,478)**	**$5,912,580**
CONTROL TOTALS							
Total Revenues	$9,008,263	$84,730,646	$111,231,844	($26,501,198)	76.17%	$74,533,911	$107,558,009
Total Expenditures	7,912,956	73,330,415	118,803,378	45,472,963	61.72%	76,551,392	101,645,426
Revenues less expenditures	1,095,307	11,400,231	(7,571,534)	(18,971,765)	(150.57%)	(2,017,481)	5,912,583
Difference	$6	($5)	($1)	$4	500.00%	$3	($3)

	FISCAL YEAR 2024			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$250		$250		$600	$1,050
Total building and sign permits		250		250		600	1,050
Total non-business licenses and permits		250		250		600	1,050
TOTAL LICENSES AND PERMITS		**250**		**250**		**600**	**1,050**
CHARGES FOR SERVICES							
Streets and public improvements	77	323		323		79	219
Utilities / enterprise charges and fees							
Fees - Collection - Residential	242,295	2,158,347	3,271,350	(1,113,003)	65.98%	1,888,423	2,813,943
Fees - Collection - Commercial	108,460	935,507	1,220,575	(285,068)	76.64%	785,045	1,180,860
Fees - Transfer Station	123,403	1,101,029	1,714,000	(612,971)	64.24%	1,206,943	1,587,379
Fees - Special Handling	1,425	12,390	22,050	(9,660)	56.19%	12,720	16,760
Fees - Rolloff Containers	63,050	578,289	654,942	(76,653)	88.30%	440,431	645,843
Fees - Yard Waste Disposal	73,043	652,019	895,730	(243,711)	72.79%	570,643	849,662
Fees - Yard Waste Special Handling	(21)	(318)		(318)		(150)	(278)
Sale of Recycled Materials	240	11,599	8,000	3,599	144.99%	27,365	31,921
Permit Fees - Commercial Hauler	500	2,900	3,000	(100)	96.67%	2,200	3,200
Fees - Landfill Use	223,842	1,916,957	2,300,000	(383,043)	83.35%	1,716,728	2,455,399
Water Institutional	19,150	202,812	435,273	(232,461)	46.59%	234,558	305,378
Fees - Water Industrial	60,822	480,100	628,335	(148,235)	76.41%	523,591	728,806
Fees - Water Residential	348,027	3,293,717	4,636,113	(1,342,396)	71.04%	2,916,390	4,305,717
Fees - Water Commercial	118,258	982,234	1,573,194	(590,960)	62.44%	834,766	1,327,544
Pass-Thru Water Spalding County	(412,251)	(3,723,215)	(4,139,029)	415,814	89.95%	(3,241,787)	(4,979,260)
Fees - Fire Hydrant Water	17,332	51,364	53,522	(2,158)	95.97%	45,315	68,864
Fees - Water Lock Cut	225	1,100	1,500	(400)	73.33%	700	1,175
Bulk Water - Spalding County	781,392	7,505,614	9,653,475	(2,147,861)	77.75%	6,435,255	9,569,263
Bulk Water - Williamson	7,701	71,725	95,092	(23,367)	75.43%	54,073	80,925
Bulk Water - Zebulon	32,335	281,937	502,087	(220,150)	56.15%	351,194	460,886
Bulk Water - Butts County	2,200	22,930	37,553	(14,623)	61.06%	25,287	36,567
Bulk Water - Coweta County	517,500	4,836,300	6,472,710	(1,636,410)	74.72%	4,435,748	6,294,248
Bulk Water - City of Concord	2	1,406	2,572	(1,166)	54.67%	3,604	3,611
Fees - Water Irrigation	8,554	335,187	308,381	26,806	108.69%	302,995	380,568
Fees - Meter Install	770	23,510	15,800	7,710	148.80%	14,880	25,255
Sewer Flat - Industrial	81,407	607,493	730,927	(123,434)	83.11%	524,703	720,316
Sewer Flat - Residential	478,862	4,467,485	5,824,019	(1,356,534)	76.71%	3,877,694	5,793,085
Sewer Flat - Commercial	232,716	2,130,808	2,689,631	(558,823)	79.22%	1,897,863	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	10,500	4,200
Stormwater - Residential Upper Tier	35,057	313,251	442,469	(129,218)	70.80%	270,452	404,166
Stormwater - Residential Lower Tier	19,367	173,197	226,402	(53,205)	76.50%	141,822	212,583
Stormwater - Commercial Fees	188,480	1,685,905	2,259,649	(573,744)	74.61%	1,479,846	2,171,204
Sewer - Sun City	126,814	1,102,829		1,102,829		905,665	1,385,346
Sewer - Greyson Parc	9,326	66,913		66,913			3,635
Fees - Electric Residential Service	1,522,850	15,615,186	20,123,566	(4,508,380)	77.60%	12,277,573	17,821,233
Fees - Electric Commercial Service	1,557,018	14,894,850	20,526,121	(5,631,271)	72.57%	12,293,990	18,086,561
Fees - Electric Industrial Service	709,130	6,390,507	8,129,452	(1,738,945)	78.61%	5,228,801	7,827,256
Fees - Electric Fuel Adjustment	654,528	6,354,162	8,427,273	(2,073,111)	75.40%	4,790,695	7,118,640

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Electric Temporary Service	250	1,200	5,000	(3,800)	24.00%	2,450	3,000
Fees - Pole Rental Current Year	129,431	143,956	253,000	(109,044)	56.90%	160,579	304,278
ECCR Adjustment	123,496	1,198,898	1,590,052	(391,154)	75.40%	1,325,299	1,764,540
Telecom - Telephone Revenue	1,147	11,415	52,200	(40,785)	21.87%		
Telecom - Telephone Internal Customer Fees	5,197	43,450		43,450		38,982	54,282
Total utilities / enterprise charges and fees	8,213,330	76,949,545	101,666,986	(24,717,441)	75.69%	64,813,831	94,663,321
Other / enterprise charges and fees							
Green Fees	14,444	184,744	218,000	(33,256)	84.74%	170,804	315,258
Handicap Fees	175	700	800	(100)	87.50%		
Golf Cart Rentals	22,857	247,622	198,000	49,622	125.06%	147,852	165,976
Merchandise Sales	1,065	25,462	48,000	(22,538)	53.05%	40,112	56,542
Driving Range Fees	1,860	19,759	22,000	(2,241)	89.81%	16,787	25,227
Membership Fees	6,300	33,850	20,000	13,850	169.25%	23,100	37,100
Food & Beverage	2,425	24,633	33,000	(8,367)	74.65%	24,125	33,175
Beer Sales	1,140	15,038	14,000	1,038	107.41%	10,908	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	6,157	28,514	18,000	10,514	158.41%	25,883	45,474
Golf Balls	1,615	11,859		11,859			
Fiber Fees	47,998	411,969	550,000	(138,031)	74.90%	359,554	533,308
Fiber Fees - Internal Customer Fees	39,471	354,819	477,671	(122,852)	74.28%	312,749	443,118
Total other / enterprise charges and fees	145,507	1,359,009	1,600,471	(241,462)	84.91%	1,131,874	1,674,543
Other fees							
General Fund-Customer Service -Charges for Serv- -	59,316	526,742	705,850	(179,108)	74.63%	482,811	709,517
Landfill Capital Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	59,641	84,252
Landfill Closure Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	58,004	82,616
Container Fees	4,800	37,320	44,605	(7,285)	83.67%	34,740	44,880
Pole Installation	3,240	8,409	10,000	(1,591)	84.09%	4,550	4,550
After Hours Service Fee	1,725	11,225	25,000	(13,775)	44.90%	24,989	26,539
Connection Fees	19,620	155,035	200,000	(44,965)	77.52%	146,210	195,350
Surge Protection Fees	400	3,603	4,800	(1,197)	75.06%	3,332	4,896
Reconnect Fees	16,690	159,915	205,000	(45,085)	78.01%	125,250	154,775
Underground Trenching	19,284	76,160	30,000	46,160	253.87%	10,466	29,566
UGA Contracted Services						616	616
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Total other fees	139,153	1,138,215	1,433,287	(295,072)	79.41%	950,609	1,337,557
Culture and recreation							
Still Branch WTP Gate Receipts	683	4,431	7,695	(3,264)	57.58%	6,123	8,329
Total culture and recreation	683	4,431	7,695	(3,264)	57.58%	6,123	8,329
Other charges for services							
Returned Check Fees	1,385	17,465	23,000	(5,535)	75.93%	18,000	22,260
Delinquent Penalties	125,472	1,265,967	1,460,000	(194,033)	86.71%	1,188,605	1,549,288
Total other charges for services	126,857	1,283,432	1,483,000	(199,568)	86.54%	1,206,605	1,571,548
TOTAL CHARGES FOR SERVICES	**8,625,607**	**80,734,955**	**106,191,439**	**(25,456,484)**	**76.03%**	**68,109,121**	**99,255,517**
RENTS AND ROYALTIES							
Water Tower	5,779	55,896	50,000	5,896	111.79%	46,235	69,352
Sale of Excess Capacity		6,476	300,000	(293,524)	2.16%	272,687	287,291
Third-party Sales	50,116	614,833	755,790	(140,957)	81.35%	747,578	946,318
Equipment Rental Fees	2,669	13,354	14,000	(646)	95.39%	13,225	16,173

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
MEAG Refunding Flexible Operating		6,476		6,476		272,687	287,292
MEAG Year End Settlement			750,000	(750,000)			869,863
Settlements from Insurance Claims		14,544		14,544		12,176	30,153
Settlements from Insurance Claims		420,330		420,330		2,112	2,125
Cash Over/Short	(511)	402		402		(773)	(554)
Misc Revenue	(211)	72,554	37,000	35,554	196.09%	2,879,388	2,905,866
TOTAL RENTS AND ROYALTIES	**57,842**	**1,204,865**	**1,906,790**	**(701,925)**	**63.19%**	**4,245,315**	**5,413,879**
TOTAL OPERATING REVENUE	**8,683,449**	**81,940,070**	**108,098,229**	**(26,158,159)**	**75.80%**	**72,355,036**	**104,670,446**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,093,245	7,086,384	10,582,031	3,495,647	66.97%	6,381,981	8,878,001
Employee Benefits	233,930	2,191,922	4,951,127	2,759,205	44.27%	3,637,522	5,439,121
Allocated Payroll Costs	23,452	211,066	281,422	70,356	75.00%	161,448	215,265
Total Personal Services and Employee Benefits	1,350,627	9,489,372	15,814,580	6,325,208	60.00%	10,180,951	14,532,387
Purchased or Contracted Services	936,344	7,390,330	13,011,691	5,621,361	56.80%	6,659,880	10,924,394
Utilities:							
Water/Sewerage		119,744	146,041	26,297	81.99%	90,279	152,011
Natural Gas	1,061	6,375	17,910	11,535	35.59%	11,896	13,313
Electricity	1,835	1,405,288	2,116,495	711,207	66.40%	1,406,198	1,911,281
Propane		26,594	118,550	91,956	22.43%	14,225	35,519
Gasoline	31,718	560,499	1,434,049	873,550	39.09%	672,295	927,097
Stormwater		21,214	34,085	12,871	62.24%	22,460	30,415
Customer Service Fee		1,365	2,243	878	60.86%	1,511	2,018
Total Utilities	34,614	2,141,079	3,869,373	1,728,294	55.33%	2,218,864	3,071,654
Supplies	1,182,581	2,798,861	4,417,721	1,618,860	63.36%	2,015,917	2,997,058
Electricity for Resale	3,925,505	33,125,124	43,734,558	10,609,434	75.74%	32,778,426	43,409,917
Capital Outlay:							
Property (Land and Buildings)	2,230,016	6,863,065	7,412,225	549,160	92.59%	6,232,368	10,642,908
Machinery and Equipment	112,643	600,835	3,193,872	2,593,037	18.81%	1,676,547	1,797,728
Capital Outlay - Reclass to Balance Sheet	(3,385,279)	(8,471,825)	(45,945)	8,425,880	18,439.06%	(7,785,360)	(12,412,640)
Total Capital Outlay	(1,042,620)	(1,007,925)	10,560,152	11,568,077	(9.54%)	123,555	27,996
Depreciation Expense		4,437,097	6,845,320	2,408,223	64.82%	5,453,301	7,312,059
Bad Debt		281,595	393,000	111,405	71.65%	417,198	552,260
Inter-Departmental Charges	277,865	2,549,734	3,264,467	714,733	78.11%	2,498,018	3,371,530
Miscellaneous			106,765	106,765			20,975
TOTAL OPERATING EXPENSE	**6,664,916**	**61,205,267**	**102,017,627**	**40,812,360**	**59.99%**	**62,346,110**	**86,220,230**
OPERATING INCOME (LOSS)	**2,018,533**	**20,734,803**	**6,080,602**	**14,654,201**	**341.00%**	**10,008,926**	**18,450,216**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect			5,000	(5,000)			
Total Operating - Categorical			5,000	(5,000)			
Direct							
GEFA Loan Forgiveness Grant							6,510
Total Direct					0.00%		6,510
Total State Government Grants			5,000	(5,000)			6,510
Total Intergovernmental revenue			5,000	(5,000)			6,510

INTERIM STATEMENTS by Fund
Enterprise Funds
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Intergovernmental - Exp		(38,410)	(228,000)	189,590	16.85%	(84,239)	(157,779)
Total Intergovernmental - net		(38,410)	(223,000)	184,590	17.22%	(84,239)	(151,269)
Interest Income							
Bank Account Interest	227	2,042		2,042		2,042	2,722
Bank Account Interest	48,509	361,649		361,649		297,943	390,778
Dividends	124,512	1,068,436		1,068,436		506,752	791,702
P-Card Rebate Program						8,942	8,942
Unrealized Gain/Loss on Investments	39,003	438,685		438,685		(339,192)	(609,333)
Total Interest/Investment Income	212,251	1,870,812		1,870,812		476,487	584,811
Principal	(6,073)	(54,012)	(58,870)	4,858	91.75%	(39,743)	
Interest Expense	(49,893)	(1,300,026)	(1,290,588)	(9,438)	100.73%	(4,098,014)	(1,884,100)
Total principal and interest expense	(55,966)	(1,354,038)	(1,349,458)	(4,580)	100.34%	(4,137,757)	(1,884,100)
Contributions and donations							
GMA Safety Grant		8,537		8,537		12,797	12,797
Total contributions and donations		8,537		8,537		12,797	12,797
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	12,201	73,019		73,019		51,880	51,880
GMA Lease Proceeds			779,800	(779,800)		828,500	
Total gain (loss) on sale of capital assets	12,201	73,019	779,800	(706,781)	9.36%	880,380	51,880
TOTAL NON-OPERATING INCOME (EXPENSE)	**168,486**	**559,920**	**(792,658)**	**1,352,578**	**(70.64%)**	**(2,852,332)**	**(1,385,881)**
INCOME (LOSS) BEFORE TRANSFERS	**2,187,019**	**21,294,723**	**5,287,944**	**16,006,779**	**402.70%**	**7,156,594**	**17,064,335**
TRANSFERS							
Transfers - in			596,116	(596,116)			615,557
Transfers - out	(1,022,020)	(9,476,056)	(13,410,175)	3,934,119	70.66%	(8,685,082)	(11,609,870)
TOTAL TRANSFERS - NET	**(1,022,020)**	**(9,476,056)**	**(12,814,059)**	**3,338,003**	**73.95%**	**(8,685,082)**	**(10,994,313)**
CHANGE IN NET POSITION	**$1,164,999**	**$11,818,667**	**($7,526,115)**	**$19,344,782**	**(157.04%)**	**($1,528,488)**	**$6,070,022**
CONTROL TOTALS							
Total Revenues	$8,907,897	$83,892,441	$109,479,145	($25,586,704)	76.63%	$73,724,697	$105,942,003
Total Expenditures	7,742,903	72,073,772	117,005,259	44,931,487	61.60%	75,253,187	99,871,979
Revenues less expenditures	1,164,994	11,818,669	(7,526,114)	(19,344,783)	(157.04%)	(1,528,490)	6,070,024
Difference	$5	($2)	($1)	$1	200.00%	$2	($2)

	FISCAL YEAR 2024			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
LICENSE AND PERMITS							
Non-business licenses and permits:							
Building and signs:							
Other permits		$250		$250		$600	$1,050
Total building and sign permits		250		250		600	1,050
Total non-business licenses and permits		250		250		600	1,050
TOTAL LICENSES AND PERMITS		**250**		**250**		**600**	**1,050**
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials		345	8,000	(7,655)	4.31%	5,295	5,303
Water Institutional	19,150	202,812	435,273	(232,461)	46.59%	234,558	305,378
Fees - Water Industrial	60,822	480,100	628,335	(148,235)	76.41%	523,591	728,806
Fees - Water Residential	348,027	3,293,717	4,636,113	(1,342,396)	71.04%	2,916,390	4,305,717
Fees - Water Commercial	118,258	982,234	1,573,194	(590,960)	62.44%	834,766	1,327,544
Pass-Thru Water Spalding County	(412,251)	(3,723,215)	(4,139,029)	415,814	89.95%	(3,241,787)	(4,979,260)
Fees - Fire Hydrant Water	17,332	51,364	53,522	(2,158)	95.97%	45,315	68,864
Fees - Water Lock Cut	225	1,100	1,500	(400)	73.33%	700	1,175
Bulk Water - Spalding County	781,392	7,505,614	9,653,475	(2,147,861)	77.75%	6,435,255	9,569,263
Bulk Water - Williamson	7,701	71,725	95,092	(23,367)	75.43%	54,073	80,925
Bulk Water - Zebulon	32,335	281,937	502,087	(220,150)	56.15%	351,194	460,886
Bulk Water - Butts County	2,200	22,930	37,553	(14,623)	61.06%	25,287	36,567
Bulk Water - Coweta County	517,500	4,836,300	6,472,710	(1,636,410)	74.72%	4,435,748	6,294,248
Bulk Water - City of Concord	2	1,406	2,572	(1,166)	54.67%	3,604	3,611
Fees - Water Irrigation	8,554	335,187	308,381	26,806	108.69%	302,995	380,568
Fees - Meter Install	770	23,510	15,800	7,710	148.80%	14,880	25,255
Sewer Flat - Industrial	81,407	607,493	730,927	(123,434)	83.11%	524,703	720,316
Sewer Flat - Residential	478,862	4,467,485	5,824,019	(1,356,534)	76.71%	3,877,694	5,793,085
Sewer Flat - Commercial	232,716	2,130,808	2,689,631	(558,823)	79.22%	1,897,863	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	10,500	4,200
Sewer - Sun City	126,814	1,102,829		1,102,829		905,665	1,385,346
Sewer - Greyson Parc	9,326	66,913		66,913			3,635
Total utilities / enterprise charges and fees	2,431,142	22,755,194	29,550,155	(6,794,961)	77.01%	20,158,289	29,316,192
Culture and recreation							
Still Branch WTP Gate Receipts	683	4,431	7,695	(3,264)	57.58%	6,123	8,329
Total culture and recreation	683	4,431	7,695	(3,264)	57.58%	6,123	8,329
Other charges for services							
Delinquent Penalties			404,860	(404,860)			
Total other charges for services			404,860	(404,860)			
TOTAL CHARGES FOR SERVICES	**2,431,825**	**22,759,625**	**29,962,710**	**(7,203,085)**	**75.96%**	**20,164,412**	**29,324,521**
RENTS AND ROYALTIES							
Water Tower	5,779	55,896	50,000	5,896	111.79%	46,235	69,352
Settlements from Insurance Claims		289		289		200	7,434
Settlements from Insurance Claims						2,112	2,112
Misc Revenue	4,774	7,564		7,564		12,548	13,673
TOTAL RENTS AND ROYALTIES	**10,553**	**63,749**	**50,000**	**13,749**	**127.50%**	**61,095**	**92,571**
TOTAL OPERATING REVENUE	**2,442,378**	**22,823,624**	**30,012,710**	**(7,189,086)**	**76.05%**	**20,226,107**	**29,418,142**
OPERATING EXPENSE							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Personal Services and Employee Benefits:							
Salaries and Wages	372,137	2,532,873	3,851,477	1,318,604	65.76%	2,403,039	3,331,509
Employee Benefits	80,141	804,916	1,889,615	1,084,699	42.60%	1,334,588	2,034,586
Allocated Payroll Costs	40,155	361,393	481,858	120,465	75.00%	298,267	397,690
Total Personal Services and Employee Benefits	492,433	3,699,182	6,222,950	2,523,768	59.44%	4,035,894	5,763,785
Purchased or Contracted Services	250,931	1,844,993	4,410,199	2,565,206	41.83%	1,539,423	2,327,549
Utilities:							
Water/Sewerage		111,246	130,000	18,754	85.57%	81,358	139,338
Natural Gas	793	4,448	14,760	10,312	30.14%	10,107	10,925
Electricity	231	1,347,272	2,019,410	672,138	66.72%	1,351,805	1,839,593
Propane		26,594	118,550	91,956	22.43%	14,225	35,519
Gasoline	5,288	105,558	386,787	281,229	27.29%	125,005	165,530
Stormwater		6,061	10,110	4,049	59.95%	6,417	8,690
Customer Service Fee		1,027	1,690	663	60.77%	1,131	1,511
Total Utilities	6,312	1,602,206	2,681,307	1,079,101	59.75%	1,590,048	2,201,106
Supplies	1,117,066	2,094,137	2,856,248	762,111	73.32%	1,294,134	1,850,531
Capital Outlay:							
Property (Land and Buildings)	1,932,049	5,369,230	3,281,811	(2,087,419)	163.61%	4,523,941	7,211,505
Machinery and Equipment		52,414	338,314	285,900	15.49%	267,911	335,727
Capital Outlay - Reclass to Balance Sheet	(2,974,669)	(6,464,264)	(34,698)	6,429,566	18,630.08%	(4,734,018)	(7,534,251)
Total Capital Outlay	(1,042,620)	(1,042,620)	3,585,427	4,628,047	(29.08%)	57,834	12,981
Depreciation Expense		2,985,258	4,384,680	1,399,422	68.08%	3,345,012	4,460,050
Bad Debt		78,087	108,980	30,893	71.65%	117,854	156,007
Inter-Departmental Charges	98,727	938,097	1,177,655	239,558	79.66%	878,745	1,180,807
Miscellaneous			106,765	106,765			20,975
TOTAL OPERATING EXPENSE	**922,849**	**12,199,340**	**25,534,211**	**13,334,871**	**47.78%**	**12,858,944**	**17,973,791**
OPERATING INCOME (LOSS)	**1,519,529**	**10,624,284**	**4,478,499**	**6,145,785**	**237.23%**	**7,367,163**	**11,444,351**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect			5,000	(5,000)			
Total Operating - Categorical			5,000	(5,000)			
Direct							
GEFA Loan Forgiveness Grant							6,510
Total Direct					0.00%		6,510
Total State Government Grants			5,000	(5,000)			6,510
Total Intergovernmental revenue			5,000	(5,000)			6,510
Total Intergovernmental - net			5,000	(5,000)			6,510
Interest Income							
Bank Account Interest	5,514	49,436		49,436		38,691	51,434
Unrealized Gain/Loss on Investments	2,684	40,779		40,779		(44,168)	(62,582)
Total Interest/Investment Income	8,198	90,215		90,215		(5,477)	(11,148)
Interest Expense	(42,488)	(1,229,396)	(1,181,890)	(47,506)	104.02%	(4,023,940)	(1,784,507)
Total principal and interest expense	(42,488)	(1,229,396)	(1,181,890)	(47,506)	104.02%	(4,023,940)	(1,784,507)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		13,777		13,777		43,032	43,032

INTERIM STATEMENTS by Fund
505-Water/Wastewater Utility Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total gain (loss) on sale of capital assets		13,777		13,777		43,032	43,032
TOTAL NON-OPERATING INCOME (EXPENSE)	**(34,290)**	**(1,125,404)**	**(1,176,890)**	**51,486**	**95.63%**	**(3,986,385)**	**(1,746,113)**
INCOME (LOSS) BEFORE TRANSFERS	**1,485,239**	**9,498,880**	**3,301,609**	**6,197,271**	**287.70%**	**3,380,778**	**9,698,238**
TRANSFERS							
Transfers - out	(233,853)	(2,382,544)	(3,952,160)	1,569,616	60.28%	(2,088,082)	(2,813,870)
TOTAL TRANSFERS - NET	**(233,853)**	**(2,382,544)**	**(3,952,160)**	**1,569,616**	**60.28%**	**(2,088,082)**	**(2,813,870)**
CHANGE IN NET POSITION	**$1,251,386**	**$7,116,336**	**($650,551)**	**$7,766,887**	**(1,093.89%)**	**$1,292,696**	**$6,884,368**
CONTROL TOTALS							
Total Revenues	$2,450,573	$22,927,617	$30,017,710	($7,090,093)	76.38%	$20,263,660	$29,456,537
Total Expenditures	1,199,190	15,811,281	30,668,260	14,856,979	51.56%	18,970,966	22,572,169
Revenues less expenditures	1,251,383	7,116,336	(650,550)	(7,766,886)	(1,093.90%)	1,292,694	6,884,368
Difference	$3		($1)	($1)	0.00%	$2	

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials						$6,282	
Fees - Electric Residential Service	1,522,850	15,615,186	20,123,566	(4,508,380)	77.60%	12,277,573	17,821,233
Fees - Electric Commercial Service	1,557,018	14,894,850	20,526,121	(5,631,271)	72.57%	12,293,990	18,086,561
Fees - Electric Industrial Service	709,130	6,390,507	8,129,452	(1,738,945)	78.61%	5,228,801	7,827,256
Fees - Electric Fuel Adjustment	654,528	6,354,162	8,427,273	(2,073,111)	75.40%	4,790,695	7,118,640
Fees - Electric Temporary Service	250	1,200	5,000	(3,800)	24.00%	2,450	3,000
Fees - Pole Rental Current Year	129,431	143,956	253,000	(109,044)	56.90%	160,579	304,278
ECCR Adjustment	123,496	1,198,898	1,590,052	(391,154)	75.40%	1,325,299	1,764,540
Total utilities / enterprise charges and fees	4,696,703	44,598,759	59,054,464	(14,455,705)	75.52%	36,085,669	52,925,508
Other fees							
General Fund-Customer Service -Charges for Serv- -	59,316	526,742	705,850	(179,108)	74.63%	482,811	709,517
Pole Installation	3,240	8,409	10,000	(1,591)	84.09%	4,550	4,550
After Hours Service Fee	1,725	11,225	25,000	(13,775)	44.90%	24,989	26,539
Connection Fees	19,620	155,035	200,000	(44,965)	77.52%	146,210	195,350
Surge Protection Fees	400	3,603	4,800	(1,197)	75.06%	3,332	4,896
Reconnect Fees	16,690	159,915	205,000	(45,085)	78.01%	125,250	154,775
Underground Trenching	19,284	76,160	30,000	46,160	253.87%	10,466	29,566
UGA Contracted Services						616	616
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Total other fees	120,275	978,441	1,255,650	(277,209)	77.92%	798,224	1,125,809
Other charges for services							
Returned Check Fees	1,235	17,255	23,000	(5,745)	75.02%	18,000	22,200
Delinquent Penalties	125,472	1,265,967	863,530	402,437	146.60%	1,188,605	1,549,288
Total other charges for services	126,707	1,283,222	886,530	396,692	144.75%	1,206,605	1,571,488
TOTAL CHARGES FOR SERVICES	**4,943,685**	**46,860,422**	**61,196,644**	**(14,336,222)**	**76.57%**	**38,090,498**	**55,622,805**
RENTS AND ROYALTIES							
Sale of Excess Capacity		6,476	300,000	(293,524)	2.16%	272,687	287,291
Third-party Sales	50,116	614,833	755,790	(140,957)	81.35%	747,578	946,318
Equipment Rental Fees	2,529	12,645	14,000	(1,355)	90.32%	12,645	15,173
MEAG Refunding Flexible Operating		6,476		6,476		272,687	287,292
MEAG Year End Settlement			750,000	(750,000)			869,863
Settlements from Insurance Claims		13,511		13,511		11,026	21,264
Settlements from Insurance Claims		127		127			
Cash Over/Short	(551)	54		54		(976)	(1,074)
Misc Revenue	1,704	54,278	37,000	17,278	146.70%	2,866,242	2,891,429
TOTAL RENTS AND ROYALTIES	**53,798**	**708,400**	**1,856,790**	**(1,148,390)**	**38.15%**	**4,181,889**	**5,317,556**
TOTAL OPERATING REVENUE	**4,997,483**	**47,568,822**	**63,053,434**	**(15,484,612)**	**75.44%**	**42,272,387**	**60,940,361**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	373,129	2,406,072	3,639,664	1,233,592	66.11%	2,013,909	2,856,880
Employee Benefits	81,004	725,342	1,502,508	777,166	48.28%	1,234,591	1,597,562

INTERIM STATEMENTS by Fund
510-Electric Utility Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Allocated Payroll Costs	(19,693)	(177,237)	(236,316)	(59,079)	75.00%	(160,071)	(213,428)
Total Personal Services and Employee Benefits	434,440	2,954,177	4,905,856	1,951,679	60.22%	3,088,429	4,241,014
Purchased or Contracted Services	227,900	2,363,800	3,163,573	799,773	74.72%	1,872,189	2,672,637
Utilities:							
Water/Sewerage		1,590	2,441	851	65.14%	1,861	2,912
Natural Gas	91	399	750	351	53.20%	376	507
Electricity	250	28,478	41,435	12,957	68.73%	27,366	34,774
Gasoline	4,281	68,586	181,230	112,644	37.84%	114,595	147,576
Stormwater		3,275	5,295	2,020	61.85%	3,467	4,695
Customer Service Fee		78	83	5	93.98%	88	117
Total Utilities	4,622	102,406	231,234	128,828	44.29%	147,753	190,581
Supplies	15,915	277,976	511,819	233,843	54.31%	146,234	275,016
Electricity for Resale	3,925,505	33,125,124	43,734,558	10,609,434	75.74%	32,778,426	43,409,917
Capital Outlay:							
Property (Land and Buildings)	142,967	1,158,906	3,687,104	2,528,198	31.43%	907,869	2,622,490
Machinery and Equipment	22,874	182,554	1,669,610	1,487,056	10.93%	228,387	281,752
Capital Outlay - Reclass to Balance Sheet	(165,841)	(1,310,371)		1,310,371		(1,083,395)	(2,902,086)
Total Capital Outlay		31,089	5,356,714	5,325,625	0.58%	52,861	2,156
Depreciation Expense		573,771	1,220,290	646,519	47.02%	1,012,143	1,354,127
Bad Debt		166,556	232,450	65,894	71.65%	247,398	327,490
Inter-Departmental Charges	70,468	642,726	845,258	202,532	76.04%	735,225	999,977
TOTAL OPERATING EXPENSE	**4,678,850**	**40,237,625**	**60,201,752**	**19,964,127**	**66.84%**	**40,080,658**	**53,472,915**
OPERATING INCOME (LOSS)	**318,633**	**7,331,197**	**2,851,682**	**4,479,515**	**257.08%**	**2,191,729**	**7,467,446**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	42,995	312,213		312,213		259,252	339,344
Dividends	124,455	1,051,627		1,051,627		501,692	781,714
Unrealized Gain/Loss on Investments	34,256	390,163		390,163		(292,743)	(538,053)
Total Interest/Investment Income	201,706	1,754,003		1,754,003		468,201	583,005
Contributions and donations							
GMA Safety Grant		7,364		7,364		5,140	5,140
Total contributions and donations		7,364		7,364		5,140	5,140
TOTAL NON-OPERATING INCOME (EXPENSE)	**201,706**	**1,761,367**		**1,761,367**		**473,341**	**588,145**
INCOME (LOSS) BEFORE TRANSFERS	**520,339**	**9,092,564**	**2,851,682**	**6,240,882**	**318.85%**	**2,665,070**	**8,055,591**
TRANSFERS							
Transfers - out	(788,168)	(7,093,511)	(9,458,015)	2,364,504	75.00%	(6,597,000)	(8,796,000)
TOTAL TRANSFERS - NET	**(788,168)**	**(7,093,511)**	**(9,458,015)**	**2,364,504**	**75.00%**	**(6,597,000)**	**(8,796,000)**
CHANGE IN NET POSITION	**($267,829)**	**$1,999,053**	**($6,606,333)**	**$8,605,386**	**(30.26%)**	**($3,931,930)**	**($740,409)**
CONTROL TOTALS							
Total Revenues	$5,199,189	$49,330,189	$63,053,434	($13,723,245)	78.24%	$42,745,727	$61,528,508
Total Expenditures	5,467,017	47,331,136	69,659,766	22,328,630	67.95%	46,677,658	62,268,916
Revenues less expenditures	(267,828)	1,999,053	(6,606,332)	(8,605,385)	(30.26%)	(3,931,931)	(740,408)
Difference	($1)		($1)	($1)	0.00%	$1	($1)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	$242,295	$2,158,347	$3,271,350	($1,113,003)	65.98%	$1,888,423	$2,813,943
Fees - Collection - Commercial	108,460	935,507	1,220,575	(285,068)	76.64%	785,045	1,180,860
Fees - Transfer Station	123,403	1,101,029	1,714,000	(612,971)	64.24%	1,206,943	1,587,379
Fees - Special Handling	1,425	12,390	22,050	(9,660)	56.19%	12,720	16,760
Fees - Rolloff Containers	63,050	578,289	654,942	(76,653)	88.30%	440,431	645,843
Fees - Yard Waste Disposal	73,043	652,019	895,730	(243,711)	72.79%	570,643	849,662
Fees - Yard Waste Special Handling	(21)	(318)		(318)		(150)	(278)
Sale of Recycled Materials	240	10,984		10,984		15,543	26,131
Permit Fees - Commercial Hauler	500	2,900	3,000	(100)	96.67%	2,200	3,200
Fees - Landfill Use	223,842	1,916,957	2,300,000	(383,043)	83.35%	1,716,728	2,455,399
Total utilities / enterprise charges and fees	836,237	7,368,104	10,081,647	(2,713,543)	73.08%	6,638,526	9,578,899
Other fees							
Landfill Capital Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	59,641	84,252
Landfill Closure Surcharge Fee	7,039	61,227	66,516	(5,289)	92.05%	58,004	82,616
Container Fees	4,800	37,320	44,605	(7,285)	83.67%	34,740	44,880
Total other fees	18,878	159,774	177,637	(17,863)	89.94%	152,385	211,748
Other charges for services							
Returned Check Fees	150	210		210			60
Delinquent Penalties			147,420	(147,420)			
Total other charges for services	150	210	147,420	(147,210)	0.14%		60
TOTAL CHARGES FOR SERVICES	**855,265**	**7,528,088**	**10,406,704**	**(2,878,616)**	**72.34%**	**6,790,911**	**9,790,707**
RENTS AND ROYALTIES							
Settlements from Insurance Claims		744		744		950	1,454
Settlements from Insurance Claims		420,203		420,203			13
Misc Revenue		15,270		15,270		350	351
TOTAL RENTS AND ROYALTIES		**436,217**		**436,217**		**1,300**	**1,818**
TOTAL OPERATING REVENUE	**855,265**	**7,964,305**	**10,406,704**	**(2,442,399)**	**76.53%**	**6,792,211**	**9,792,525**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	195,997	1,225,773	1,740,012	514,239	70.45%	1,154,100	1,571,899
Employee Benefits	41,824	390,626	899,205	508,579	43.44%	635,758	1,147,697
Allocated Payroll Costs	2,172	19,544	26,059	6,515	75.00%	18,903	25,204
Total Personal Services and Employee Benefits	239,993	1,635,943	2,665,276	1,029,333	61.38%	1,808,761	2,744,800
Purchased or Contracted Services	359,531	2,809,860	4,772,474	1,962,614	58.88%	2,925,083	5,451,622
Utilities:							
Water/Sewerage		3,122	7,350	4,228	42.48%	3,575	4,729
Electricity	1,354	14,404	36,750	22,346	39.19%	14,652	19,389
Gasoline	18,574	338,018	747,950	409,932	45.19%	388,662	551,157
Stormwater		2,786	5,000	2,214	55.72%	2,950	3,995
Customer Service Fee		182	350	168	52.00%	205	273
Total Utilities	19,928	358,512	797,400	438,888	44.96%	410,044	579,543
Supplies	5,530	94,520	331,973	237,453	28.47%	151,181	229,900
Capital Outlay:							
Property (Land and Buildings)	155,000	268,030	200,000	(68,030)	134.02%		
Machinery and Equipment		129,211	918,553	789,342	14.07%	901,283	901,283

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Capital Outlay - Reclass to Balance Sheet	(155,000)	(397,241)	(11,247)	385,994	3,531.97%	(901,283)	(901,283)
Total Capital Outlay			1,107,306	1,107,306			
Depreciation Expense		415,727	667,520	251,793	62.28%	601,325	813,561
Bad Debt		28,432	39,680	11,248	71.65%	39,556	52,362
Inter-Departmental Charges	53,374	480,316	614,360	134,044	78.18%	540,600	720,262
TOTAL OPERATING EXPENSE	**678,356**	**5,823,310**	**10,995,989**	**5,172,679**	**52.96%**	**6,476,550**	**10,592,050**
OPERATING INCOME (LOSS)	**176,909**	**2,140,995**	**(589,285)**	**2,730,280**	**(363.32%)**	**315,661**	**(799,525)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental Intergovernmental - Exp		(38,410)	(151,000)	112,590	25.44%	(66,057)	(122,723)
Total Intergovernmental - net		(38,410)	(151,000)	112,590	25.44%	(66,057)	(122,723)
Interest Income							
Dividends	57	16,809		16,809		5,060	9,988
P-Card Rebate Program						8,942	8,942
Unrealized Gain/Loss on Investments	2,064	7,743		7,743		(2,282)	(8,698)
Total Interest/Investment Income	2,121	24,552		24,552		11,720	10,232
Principal	(6,073)	(54,012)	(58,870)	4,858	91.75%	(39,743)	
Interest Expense	(3,872)	(38,044)	(62,548)	24,504	60.82%	(43,366)	(57,632)
Total principal and interest expense	(9,945)	(92,056)	(121,418)	29,362	75.82%	(83,109)	(57,632)
Contributions and donations							
GMA Safety Grant						5,109	5,109
Total contributions and donations						5,109	5,109
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	12,201	57,017		57,017			
GMA Lease Proceeds			779,800	(779,800)		828,500	
Total gain (loss) on sale of capital assets	12,201	57,017	779,800	(722,783)	7.31%	828,500	
TOTAL NON-OPERATING INCOME (EXPENSE)	**4,377**	**(48,897)**	**507,382**	**(556,279)**	**(9.64%)**	**696,163**	**(165,014)**
INCOME (LOSS) BEFORE TRANSFERS	**181,286**	**2,092,098**	**(81,903)**	**2,174,001**	**(2,554.36%)**	**1,011,824**	**(964,539)**
TRANSFERS							
Transfers - in							55,893
TOTAL TRANSFERS - NET							**55,893**
CHANGE IN NET POSITION	**$181,286**	**$2,092,098**	**($81,903)**	**$2,174,001**	**(2,554.36%)**	**$1,011,824**	**($908,646)**
CONTROL TOTALS							
Total Revenues	$869,586	$8,045,875	$11,186,504	($3,140,629)	71.92%	$7,637,541	$9,863,757
Total Expenditures	688,301	5,953,777	11,268,407	5,314,630	52.84%	6,625,717	10,772,403
Revenues less expenditures	181,285	2,092,098	(81,903)	(2,174,001)	(2,554.36%)	1,011,824	(908,646)
Difference	$1				0.00%		

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials		$269		$269		$244	$487
Stormwater - Residential Upper Tier	35,057	313,251	442,469	(129,218)	70.80%	270,452	404,166
Stormwater - Residential Lower Tier	19,367	173,197	226,402	(53,205)	76.50%	141,822	212,583
Stormwater - Commercial Fees	188,480	1,685,905	2,259,649	(573,744)	74.61%	1,479,846	2,171,204
Total utilities / enterprise charges and fees	242,904	2,172,622	2,928,520	(755,898)	74.19%	1,892,364	2,788,440
Other charges for services							
Delinquent Penalties			44,190	(44,190)			
Total other charges for services			44,190	(44,190)			
TOTAL CHARGES FOR SERVICES	**242,904**	**2,172,622**	**2,972,710**	**(800,088)**	**73.09%**	**1,892,364**	**2,788,440**
RENTS AND ROYALTIES							
Misc Revenue		1,006		1,006			165
TOTAL RENTS AND ROYALTIES		**1,006**		**1,006**			**165**
TOTAL OPERATING REVENUE	**242,904**	**2,173,628**	**2,972,710**	**(799,082)**	**73.12%**	**1,892,364**	**2,788,605**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	81,035	480,159	748,254	268,095	64.17%	449,677	608,654
Employee Benefits	17,573	152,569	401,404	248,835	38.01%	270,357	360,290
Allocated Payroll Costs	(2,794)	(25,147)	(33,529)	(8,382)	75.00%	(22,783)	(30,377)
Total Personal Services and Employee Benefits	95,814	607,581	1,116,129	508,548	54.44%	697,251	938,567
Purchased or Contracted Services	41,366	185,492	345,096	159,604	53.75%	181,550	251,622
Utilities:							
Water/Sewerage		1,629	2,750	1,121	59.24%	937	1,588
Natural Gas	177	1,528	2,400	872	63.67%	1,414	1,881
Electricity		5,934	8,500	2,566	69.81%	5,770	7,531
Gasoline	983	24,350	74,194	49,844	32.82%	21,985	30,326
Stormwater		2,884	4,350	1,466	66.30%	3,053	4,135
Customer Service Fee		52	80	28	65.00%	59	78
Total Utilities	1,160	36,377	92,274	55,897	39.42%	33,218	45,539
Supplies	9,510	66,026	278,131	212,105	23.74%	136,808	230,001
Capital Outlay:							
Property (Land and Buildings)						749,764	749,764
Machinery and Equipment	89,769	226,909	237,694	10,785	95.46%	159,851	159,851
Capital Outlay - Reclass to Balance Sheet	(89,769)	(226,909)		226,909		(899,204)	(899,204)
Total Capital Outlay			237,694	237,694		10,411	10,411
Depreciation Expense		367,697	439,230	71,533	83.71%	386,255	538,437
Bad Debt		8,519	11,890	3,371	71.65%	12,390	16,401
Inter-Departmental Charges	28,330	247,755	303,955	56,200	81.51%	196,906	275,095
TOTAL OPERATING EXPENSE	**176,180**	**1,519,447**	**2,824,399**	**1,304,952**	**53.80%**	**1,654,789**	**2,306,073**
OPERATING INCOME (LOSS)	**66,724**	**654,181**	**148,311**	**505,870**	**441.09%**	**237,575**	**482,532**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp			(77,000)	77,000		(18,181)	(35,055)
Total Intergovernmental - net			(77,000)	77,000		(18,181)	(35,055)

INTERIM STATEMENTS by Fund
560-Stormwater Utility Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Interest Income							
Bank Account Interest	227	2,042		2,042		2,042	2,722
Total Interest/Investment Income	227	2,042		2,042		2,042	2,722
Interest Expense	(3,533)	(32,586)	(46,150)	13,564	70.61%	(30,707)	(41,960)
Total principal and interest expense	(3,533)	(32,586)	(46,150)	13,564	70.61%	(30,707)	(41,960)
Contributions and donations							
GMA Safety Grant		330		330		2,548	2,548
Total contributions and donations		330		330		2,548	2,548
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		2,225		2,225		8,026	8,026
Total gain (loss) on sale of capital assets		2,225		2,225		8,026	8,026
TOTAL NON-OPERATING INCOME (EXPENSE)	**(3,306)**	**(27,989)**	**(123,150)**	**95,161**	**22.73%**	**(36,272)**	**(63,719)**
INCOME (LOSS) BEFORE TRANSFERS	**63,418**	**626,192**	**25,161**	**601,031**	**2,488.74%**	**201,303**	**418,813**
CHANGE IN NET POSITION	**$63,418**	**$626,192**	**$25,161**	**$601,031**	**2,488.74%**	**$201,303**	**$418,813**
CONTROL TOTALS							
Total Revenues	$243,131	$2,178,226	$2,972,710	($794,484)	73.27%	$1,904,981	$2,801,902
Total Expenditures	179,714	1,552,033	2,947,547	1,395,514	52.66%	1,703,678	2,383,089
Revenues less expenditures	63,417	626,193	25,163	(601,030)	2,488.55%	201,303	418,813
Difference	$1	($1)	($2)	($1)	50.00%		

INTERIM STATEMENTS by Fund
570-Telecommunications Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Telecom - Telephone Revenue	$1,147	$11,415	$52,200	($40,785)	21.87%		
Telecom - Telephone Internal Customer Fees	5,197	43,450		43,450		38,982	54,282
Total utilities / enterprise charges and fees	6,344	54,865	52,200	2,665	105.11%	38,982	54,282
Other / enterprise charges and fees							
Fiber Fees	47,998	411,969	550,000	(138,031)	74.90%	359,554	533,308
Fiber Fees - Internal Customer Fees	39,471	354,819	477,671	(122,852)	74.28%	312,749	443,118
Total other / enterprise charges and fees	87,469	766,788	1,027,671	(260,883)	74.61%	672,303	976,426
TOTAL CHARGES FOR SERVICES	**93,813**	**821,653**	**1,079,871**	**(258,218)**	**76.09%**	**711,285**	**1,030,708**
TOTAL OPERATING REVENUE	**93,813**	**821,653**	**1,079,871**	**(258,218)**	**76.09%**	**711,285**	**1,030,708**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	24,106	153,248	203,661	50,413	75.25%	89,764	132,713
Employee Benefits	5,363	46,960	96,139	49,179	48.85%	49,547	131,621
Allocated Payroll Costs	6,000	53,999	71,999	18,000	75.00%	47,795	63,727
Total Personal Services and Employee Benefits	35,469	254,207	371,799	117,592	68.37%	187,106	328,061
Purchased or Contracted Services	25,171	79,553	181,858	102,305	43.74%	64,445	85,282
Utilities:							
Gasoline	44	1,664	4,592	2,928	36.24%	1,022	1,613
Total Utilities	44	1,664	4,592	2,928	36.24%	1,022	1,613
Supplies	21,978	167,113	262,900	95,787	63.57%	192,548	255,494
Capital Outlay:							
Property (Land and Buildings)		66,899	243,310	176,411	27.50%	40,976	49,331
Machinery and Equipment						33,118	33,118
Capital Outlay - Reclass to Balance Sheet		(63,293)		63,293		(71,646)	(80,001)
Total Capital Outlay		3,606	243,310	239,704	1.48%	2,448	2,448
Depreciation Expense		56,638	85,060	28,422	66.59%	63,718	84,958
Inter-Departmental Charges	7,859	66,085	94,304	28,219	70.08%	28,036	37,382
TOTAL OPERATING EXPENSE	**90,521**	**628,866**	**1,243,823**	**614,957**	**50.56%**	**539,323**	**795,238**
OPERATING INCOME (LOSS)	**3,292**	**192,787**	**(163,952)**	**356,739**	**(117.59%)**	**171,962**	**235,470**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**3,292**	**192,787**	**(163,952)**	**356,739**	**(117.59%)**	**171,962**	**235,470**
CHANGE IN NET POSITION	**$3,292**	**$192,787**	**($163,952)**	**$356,739**	**(117.59%)**	**$171,962**	**$235,470**
CONTROL TOTALS							
Total Revenues	$93,812	$821,653	$1,079,871	($258,218)	76.09%	$711,284	$1,030,708
Total Expenditures	90,521	628,866	1,243,822	614,956	50.56%	539,324	795,238
Revenues less expenditures	3,291	192,787	(163,951)	(356,738)	(117.59%)	171,960	235,470
Difference	$1		($1)	($1)	0.00%	$2	

INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Streets and public improvements	$77	$323		$323		$79	$219
Other / enterprise charges and fees							
Green Fees	14,444	184,744	218,000	(33,256)	84.74%	170,804	315,258
Handicap Fees	175	700	800	(100)	87.50%		
Golf Cart Rentals	22,857	247,622	198,000	49,622	125.06%	147,852	165,976
Merchandise Sales	1,065	25,462	48,000	(22,538)	53.05%	40,112	56,542
Driving Range Fees	1,860	19,759	22,000	(2,241)	89.81%	16,787	25,227
Membership Fees	6,300	33,850	20,000	13,850	169.25%	23,100	37,100
Food & Beverage	2,425	24,633	33,000	(8,367)	74.65%	24,125	33,175
Beer Sales	1,140	15,038	14,000	1,038	107.41%	10,908	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	6,157	28,514	18,000	10,514	158.41%	25,883	45,474
Golf Balls	1,615	11,859		11,859			
Total other / enterprise charges and fees	58,038	592,221	572,800	19,421	103.39%	459,571	698,117
TOTAL CHARGES FOR SERVICES	**58,115**	**592,544**	**572,800**	**19,744**	**103.45%**	**459,650**	**698,336**
RENTS AND ROYALTIES							
Equipment Rental Fees	140	710		710		580	1,000
Cash Over/Short	40	348		348		203	519
Misc Revenue	(6,689)	(5,564)		(5,564)		248	248
TOTAL RENTS AND ROYALTIES	**(6,509)**	**(4,506)**		**(4,506)**		**1,031**	**1,767**
TOTAL OPERATING REVENUE	**51,606**	**588,038**	**572,800**	**15,238**	**102.66%**	**460,681**	**700,103**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	46,840	288,259	398,965	110,706	72.25%	271,493	376,345
Employee Benefits	8,025	71,511	162,256	90,745	44.07%	112,680	167,365
Allocated Payroll Costs	(2,387)	(21,487)	(28,649)	(7,162)	75.00%	(20,663)	(27,551)
Total Personal Services and Employee Benefits	52,478	338,283	532,572	194,289	63.52%	363,510	516,159
Purchased or Contracted Services	31,444	106,632	138,492	31,860	77.00%	77,190	135,681
Utilities:							
Water/Sewerage		2,157	3,500	1,343	61.63%	2,548	3,445
Electricity		9,201	10,400	1,199	88.47%	6,606	9,995
Gasoline	2,548	22,322	39,296	16,974	56.80%	21,025	30,896
Stormwater		6,208	9,330	3,122	66.54%	6,572	8,900
Customer Service Fee		26	40	14	65.00%	29	39
Total Utilities	2,548	39,914	62,566	22,652	63.80%	36,780	53,275
Supplies	12,582	99,089	176,650	77,561	56.09%	95,012	156,116
Capital Outlay:							
Property (Land and Buildings)						9,818	9,818
Machinery and Equipment		9,747	29,700	19,953	32.82%	85,997	85,997
Capital Outlay - Reclass to Balance Sheet		(9,747)		9,747		(95,815)	(95,815)
Total Capital Outlay			29,700	29,700			
Depreciation Expense		38,005	48,540	10,535	78.30%	44,848	60,927
Inter-Departmental Charges	19,108	174,755	228,936	54,181	76.33%	118,505	158,007
TOTAL OPERATING EXPENSE	**118,160**	**796,678**	**1,217,456**	**420,778**	**65.44%**	**735,845**	**1,080,165**
OPERATING INCOME (LOSS)	**(66,554)**	**(208,640)**	**(644,656)**	**436,016**	**32.36%**	**(275,164)**	**(380,062)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Contributions and donations							

INTERIM STATEMENTS by Fund
591-Golf Course Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
GMA Safety Grant		843		843			
Total contributions and donations		843		843			
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets						822	822
Total gain (loss) on sale of capital assets						822	822
TOTAL NON-OPERATING INCOME (EXPENSE)		**843**		**843**		**822**	**822**
INCOME (LOSS) BEFORE TRANSFERS	**(66,554)**	**(207,797)**	**(644,656)**	**436,859**	**32.23%**	**(274,342)**	**(379,240)**
TRANSFERS							
Transfers - in			596,116	(596,116)			559,665
TOTAL TRANSFERS - NET			**596,116**	**(596,116)**			**559,665**
CHANGE IN NET POSITION	**($66,554)**	**($207,797)**	**($48,540)**	**($159,257)**	**428.09%**	**($274,342)**	**$180,425**
CONTROL TOTALS							
Total Revenues	$51,606	$588,882	$1,168,916	($580,034)	50.38%	$461,503	$1,260,590
Total Expenditures	118,160	796,678	1,217,456	420,778	65.44%	735,845	1,080,164
Revenues less expenditures	(66,554)	(207,796)	(48,540)	159,256	428.09%	(274,342)	180,426
Difference		($1)		$1	0.00%		($1)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$100,366	$777,327	$1,186,895	($409,568)	65.49%	$801,912	$1,071,380
Total general government	100,366	777,327	1,186,895	409,568	65.49%	801,912	1,071,380
Utilities / enterprise charges and fees							
Sale of Recycled Materials		60,878		60,878		7,133	7,133
Total utilities / enterprise charges and fees		60,878		60,878		7,133	7,133
TOTAL CHARGES FOR SERVICES	**100,366**	**838,205**	**1,186,895**	**(348,690)**	**70.62%**	**809,045**	**1,078,513**
RENTS AND ROYALTIES							
Misc Revenue			2,500	(2,500)		169	169
TOTAL RENTS AND ROYALTIES			**2,500**	**(2,500)**		**169**	**169**
TOTAL OPERATING REVENUE	**100,366**	**838,205**	**1,189,395**	**(351,190)**	**70.47%**	**809,214**	**1,078,682**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	52,635	313,048	473,855	160,807	66.06%	270,877	374,913
Employee Benefits	11,169	90,818	211,782	120,964	42.88%	144,620	182,100
Total Personal Services and Employee Benefits	63,804	403,866	685,637	281,771	58.90%	415,497	557,013
Purchased or Contracted Services	2,747	54,866	83,210	28,344	65.94%	37,823	64,472
Utilities:							
Water/Sewerage		7,493	7,600	107	98.59%	4,307	7,892
Natural Gas	692	6,458	13,000	6,542	49.68%	7,413	9,510
Electricity		15,530	24,358	8,828	63.76%	14,942	19,991
Gasoline	132	3,514	9,095	5,581	38.64%	3,729	5,062
Stormwater		3,422	5,135	1,713	66.64%	3,623	4,906
Customer Service Fee		78	118	40	66.10%	88	117
Total Utilities	824	36,495	59,306	22,811	61.54%	34,102	47,478
Supplies	92,102	616,246	735,650	119,404	83.77%	641,135	877,435
Capital Outlay:							
Machinery and Equipment	55,160	55,160	62,000	6,840	88.97%	132,065	132,065
Capital Outlay - Reclass to Balance Sheet	(55,160)	(55,160)		55,160		(132,065)	(132,065)
Total Capital Outlay			62,000	62,000			
Depreciation Expense			45,420	45,420		47,929	65,103
Inter-Departmental Charges	10,575	145,172	126,896	(18,276)	114.40%	121,720	161,947
TOTAL OPERATING EXPENSE	**170,052**	**1,256,645**	**1,798,119**	**541,474**	**69.89%**	**1,298,206**	**1,773,448**
OPERATING INCOME (LOSS)	**(69,686)**	**(418,440)**	**(608,724)**	**190,284**	**68.74%**	**(488,992)**	**(694,766)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(69,686)**	**(418,440)**	**(608,724)**	**190,284**	**68.74%**	**(488,992)**	**(694,766)**
TRANSFERS							
Transfers - in			563,304	(563,304)			537,324
TOTAL TRANSFERS - NET			**563,304**	**(563,304)**			**537,324**
CHANGE IN NET POSITION	**($69,686)**	**($418,440)**	**($45,420)**	**($373,020)**	**921.27%**	**($488,992)**	**($157,442)**
CONTROL TOTALS							
Total Revenues	$100,366	$838,205	$1,752,699	($914,494)	47.82%	$809,214	$1,616,006
Total Expenditures	170,053	1,256,643	1,798,119	541,476	69.89%	1,298,204	1,773,447
Revenues less expenditures	(69,687)	(418,438)	(45,420)	373,018	921.26%	(488,990)	(157,441)
Difference	$1	($2)		$2	0.00%	($2)	($1)

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	3/31/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

INTERIM STATEMENTS by Fund

601-Internal Service Fund - Motor Pool Fund

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$100,366	$777,327	$1,186,895	($409,568)	65.49%	$801,912	$1,071,380
Total general government	100,366	777,327	1,186,895	409,568	65.49%	801,912	1,071,380
Utilities / enterprise charges and fees							
Sale of Recycled Materials		60,878		60,878		7,133	7,133
Total utilities / enterprise charges and fees		60,878		60,878		7,133	7,133
TOTAL CHARGES FOR SERVICES	**100,366**	**838,205**	**1,186,895**	**(348,690)**	**70.62%**	**809,045**	**1,078,513**
RENTS AND ROYALTIES							
Misc Revenue			2,500	(2,500)		169	169
TOTAL RENTS AND ROYALTIES			**2,500**	**(2,500)**		**169**	**169**
TOTAL OPERATING REVENUE	**100,366**	**838,205**	**1,189,395**	**(351,190)**	**70.47%**	**809,214**	**1,078,682**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	52,635	313,048	473,855	160,807	66.06%	270,877	374,913
Employee Benefits	11,169	90,818	211,782	120,964	42.88%	144,620	182,100
Total Personal Services and Employee Benefits	63,804	403,866	685,637	281,771	58.90%	415,497	557,013
Purchased or Contracted Services	2,747	54,866	83,210	28,344	65.94%	37,823	64,472
Utilities:							
Water/Sewerage		7,493	7,600	107	98.59%	4,307	7,892
Natural Gas	692	6,458	13,000	6,542	49.68%	7,413	9,510
Electricity		15,530	24,358	8,828	63.76%	14,942	19,991
Gasoline	132	3,514	9,095	5,581	38.64%	3,729	5,062
Stormwater		3,422	5,135	1,713	66.64%	3,623	4,906
Customer Service Fee		78	118	40	66.10%	88	117
Total Utilities	824	36,495	59,306	22,811	61.54%	34,102	47,478
Supplies	92,102	616,246	735,650	119,404	83.77%	641,135	877,435
Capital Outlay:							
Machinery and Equipment	55,160	55,160	62,000	6,840	88.97%	132,065	132,065
Capital Outlay - Reclass to Balance Sheet	(55,160)	(55,160)		55,160		(132,065)	(132,065)
Total Capital Outlay			62,000	62,000			
Depreciation Expense			45,420	45,420		47,929	65,103
Inter-Departmental Charges	10,575	145,172	126,896	(18,276)	114.40%	121,720	161,947
TOTAL OPERATING EXPENSE	**170,052**	**1,256,645**	**1,798,119**	**541,474**	**69.89%**	**1,298,206**	**1,773,448**
OPERATING INCOME (LOSS)	**(69,686)**	**(418,440)**	**(608,724)**	**190,284**	**68.74%**	**(488,992)**	**(694,766)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(69,686)**	**(418,440)**	**(608,724)**	**190,284**	**68.74%**	**(488,992)**	**(694,766)**
TRANSFERS							
Transfers - in			563,304	(563,304)			537,324
TOTAL TRANSFERS - NET			**563,304**	**(563,304)**			**537,324**
CHANGE IN NET POSITION	**($69,686)**	**($418,440)**	**($45,420)**	**($373,020)**	**921.27%**	**($488,992)**	**($157,442)**
CONTROL TOTALS							
Total Revenues	$100,366	$838,205	$1,752,699	($914,494)	47.82%	$809,214	$1,616,006
Total Expenditures	170,053	1,256,643	1,798,119	541,476	69.89%	1,298,204	1,773,447
Revenues less expenditures	(69,687)	(418,438)	(45,420)	373,018	921.26%	(488,990)	(157,441)
Difference	$1	($2)		$2	0.00%	($2)	($1)

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	3/31/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$17,862	$132,369	$172,610	($40,241)	76.69%	$116,449	$149,764
Fuel Sales - Jet A	8,076	96,496	176,700	(80,204)	54.61%	128,168	166,035
Airport Services - Tug Fees	70	1,090		1,090		210	240
Total other / enterprise charges and fees	26,008	229,955	349,310	(119,355)	65.83%	244,827	316,039
Other fees							
Fuel Flowage Fees	5,680	18,640	22,400	(3,760)	83.21%	19,120	24,800
Overnight Fees	70	190	300	(110)	63.33%	210	240
Total other fees	5,750	18,830	22,700	(3,870)	82.95%	19,330	25,040
TOTAL CHARGES FOR SERVICES	**31,758**	**248,785**	**372,010**	**(123,225)**	**66.88%**	**264,157**	**341,079**
RENTS AND ROYALTIES							
Property Rental							1,200
AMR from MEAG Trust	900	8,225	9,780	(1,555)	84.10%	6,520	9,016
T-Hangar Rentals	1,025	8,300	11,880	(3,580)	69.87%	7,755	10,830
Tie Down Rentals	225	975	1,000	(25)	97.50%	800	1,100
Ground Leases	11,689	106,645	142,367	(35,722)	74.91%	94,366	129,434
Misc Revenue		130		130			
TOTAL RENTS AND ROYALTIES	**13,839**	**124,275**	**165,027**	**(40,752)**	**75.31%**	**109,441**	**151,580**
TOTAL OPERATING REVENUE	**45,597**	**373,060**	**537,037**	**(163,977)**	**69.47%**	**373,598**	**492,659**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	27,489	176,292	246,024	69,732	71.66%	125,755	175,091
Employee Benefits	5,530	48,984	119,331	70,347	41.05%	62,531	93,424
Total Personal Services and Employee Benefits	33,019	225,276	365,355	140,079	61.66%	188,286	268,515
Purchased or Contracted Services	13,371	139,504	201,798	62,294	69.13%	89,743	161,509
Utilities:							
Water/Sewerage		1,557	2,750	1,193	56.62%	2,011	2,533
Natural Gas	278	2,378	4,050	1,672	58.72%	2,933	3,589
Electricity		7,153	15,000	7,847	47.69%	9,727	12,571
Gasoline	183	3,601	7,344	3,743	49.03%	3,973	5,920
Stormwater		18,819	27,960	9,141	67.31%	19,964	27,021
Customer Service Fee		345	595	250	57.98%	432	569
Total Utilities	461	33,853	57,699	23,846	58.67%	39,040	52,203
Supplies	2,072	193,127	335,835	142,708	57.51%	202,134	266,696
Capital Outlay:							
Property (Land and Buildings)		31,170	2,516,666	2,485,496	1.24%	172,202	232,056
Machinery and Equipment		8,441		(8,441)			
Capital Outlay - Reclass to Balance Sheet		(39,611)		39,611		(172,202)	(232,056)
Total Capital Outlay			2,516,666	2,516,666			
Depreciation Expense		82,201	138,200	55,999	59.48%	105,403	140,391
Inter-Departmental Charges	20,368	183,316	244,421	61,105	75.00%	210,914	281,218
Miscellaneous		17,851	50,139	32,288	35.60%	18,550	21,750
TOTAL OPERATING EXPENSE	**69,291**	**875,128**	**3,910,113**	**3,034,985**	**22.38%**	**854,070**	**1,192,282**
OPERATING INCOME (LOSS)	**(23,694)**	**(502,068)**	**(3,373,076)**	**2,871,008**	**14.88%**	**(480,472)**	**(699,623)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Capital							
Direct		1,000	1,991,250	(1,990,250)	0.05%		42,655
Indirect		7,830		7,830		8,248	10,542
Net Capital		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
Total Federal Government Grants		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
State Government Grants							
Operating - Categorical							
Indirect	8,000	8,000		8,000			
Total Operating - Categorical	8,000	8,000		8,000			
Capital							
Direct (CDBG Grant Proceeds)		23,914	110,625	(86,711)	21.62%	116,207	118,704
Total Capital		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
Total State Government Grants	8,000	31,914	110,625	(78,711)	28.85%	116,207	118,704
Local Government Unit Grants							
Spalding Co. Contribution		31,025	544,507	(513,482)	5.70%	31,025	154,806
Spalding County Contribution			55,313	(55,313)			
City of Griffin Contribution							(175,575)
Total Local Government Unit Grants		31,025	599,820	568,795	5.17%	31,025	(20,769)
Total Intergovernmental revenue	8,000	71,769	2,701,695	(2,629,926)	2.66%	155,480	151,132
Total Intergovernmental - net	8,000	71,769	2,701,695	(2,629,926)	2.66%	155,480	151,132
Interest Income							
Bank Account Interest	615	14,897		14,897		7,279	10,206
Total Interest/Investment Income	615	14,897		14,897		7,279	10,206
Interest Expense	2,558	(125,374)	(140,380)	15,006	89.31%	(138,241)	(123,299)
Total principal and interest expense	2,558	(125,374)	(140,380)	15,006	89.31%	(138,241)	(123,299)
Contributions and donations							
Contributions & Donations	2,842	33,842		33,842		10,206	22,988
Total contributions and donations	2,842	33,842		33,842		10,206	22,988
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		885		885			
Total gain (loss) on sale of capital assets		885		885			
TOTAL NON-OPERATING INCOME (EXPENSE)	**14,015**	**(3,981)**	**2,561,315**	**(2,565,296)**	**(0.16%)**	**34,724**	**61,027**
INCOME (LOSS) BEFORE TRANSFERS	**(9,679)**	**(506,049)**	**(811,761)**	**305,712**	**62.34%**	**(445,748)**	**(638,596)**
TRANSFERS							
Transfers - in			1,116,756	(1,116,756)			449,377
Transfers - out							250,575
TOTAL TRANSFERS - NET			**1,116,756**	**(1,116,756)**			**699,952**
CHANGE IN NET POSITION	**($9,679)**	**($506,049)**	**$304,995**	**($811,044)**	**(165.92%)**	**($445,748)**	**$61,356**
CONTROL TOTALS							
Total Revenues	$57,055	$494,452	$4,355,488	($3,861,036)	11.35%	$546,562	$1,126,362
Total Expenditures	66,733	1,000,500	4,050,492	3,049,992	24.70%	992,311	1,065,008
Revenues less expenditures	(9,678)	(506,048)	304,996	811,044	(165.92%)	(445,749)	61,354
Difference	($1)	($1)	($1)		100.00%	$1	$2

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	3/31/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$17,862	$132,369	$172,610	($40,241)	76.69%	$116,449	$149,764
Fuel Sales - Jet A	8,076	96,496	176,700	(80,204)	54.61%	128,168	166,035
Airport Services - Tug Fees	70	1,090		1,090		210	240
Total other / enterprise charges and fees	26,008	229,955	349,310	(119,355)	65.83%	244,827	316,039
Other fees							
Fuel Flowage Fees	5,680	18,640	22,400	(3,760)	83.21%	19,120	24,800
Overnight Fees	70	190	300	(110)	63.33%	210	240
Total other fees	5,750	18,830	22,700	(3,870)	82.95%	19,330	25,040
TOTAL CHARGES FOR SERVICES	**31,758**	**248,785**	**372,010**	**(123,225)**	**66.88%**	**264,157**	**341,079**
RENTS AND ROYALTIES							
AMR from MEAG Trust	900	8,225	9,780	(1,555)	84.10%	6,520	9,016
T-Hangar Rentals	1,025	8,300	11,880	(3,580)	69.87%	7,755	10,830
Tie Down Rentals	225	975	1,000	(25)	97.50%	800	1,100
Ground Leases	11,689	106,645	142,367	(35,722)	74.91%	94,366	129,434
Misc Revenue		130		130			
TOTAL RENTS AND ROYALTIES	**13,839**	**124,275**	**165,027**	**(40,752)**	**75.31%**	**109,441**	**150,380**
TOTAL OPERATING REVENUE	**45,597**	**373,060**	**537,037**	**(163,977)**	**69.47%**	**373,598**	**491,459**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	22,094	142,000	199,369	57,369	71.22%	125,755	175,091
Employee Benefits	4,415	39,996	89,320	49,324	44.78%	62,510	93,382
Total Personal Services and Employee Benefits	26,509	181,996	288,689	106,693	63.04%	188,265	268,473
Purchased or Contracted Services	11,428	101,322	163,130	61,808	62.11%	74,108	120,125
Utilities:							
Water/Sewerage		1,557	2,750	1,193	56.62%	2,011	2,533
Natural Gas	278	2,378	4,050	1,672	58.72%	2,933	3,589
Electricity		7,153	15,000	7,847	47.69%	9,727	12,571
Gasoline	183	3,601	7,344	3,743	49.03%	3,973	5,920
Stormwater		18,379	27,000	8,621	68.07%	19,458	26,350
Customer Service Fee		293	475	182	61.68%	351	468
Total Utilities	461	33,361	56,619	23,258	58.92%	38,453	51,431
Supplies	1,063	187,284	329,235	141,951	56.88%	199,470	256,976
Capital Outlay:							
Property (Land and Buildings)		31,170	2,266,666	2,235,496	1.38%	172,202	232,056
Machinery and Equipment		8,441		(8,441)			
Capital Outlay - Reclass to Balance Sheet		(39,611)		39,611		(172,202)	(232,056)
Total Capital Outlay			2,266,666	2,266,666			
Depreciation Expense		82,201	138,200	55,999	59.48%	105,403	140,391
Inter-Departmental Charges	5,287	47,586	63,448	15,862	75.00%	46,806	62,408
Miscellaneous		81		(81)			
TOTAL OPERATING EXPENSE	**44,748**	**633,831**	**3,305,987**	**2,672,156**	**19.17%**	**652,505**	**899,804**
OPERATING INCOME (LOSS)	**849**	**(260,771)**	**(2,768,950)**	**2,508,179**	**9.42%**	**(278,907)**	**(408,345)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Direct		1,000	1,991,250	(1,990,250)	0.05%		42,655
Indirect		7,830		7,830		8,248	10,542
Net Capital		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
Total Federal Government Grants		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)		23,914	110,625	(86,711)	21.62%	116,207	118,704
Total Capital		8,830	1,991,250	(1,982,420)	0.44%	8,248	53,197
Total State Government Grants		23,914	110,625	(86,711)	21.62%	116,207	118,704
Local Government Unit Grants							
Spalding Co. Contribution		31,025	544,507	(513,482)	5.70%	31,025	154,806
Spalding County Contribution			55,313	(55,313)			
City of Griffin Contribution							(175,575)
Total Local Government Unit Grants		31,025	599,820	568,795	5.17%	31,025	(20,769)
Total Intergovernmental revenue		63,769	2,701,695	(2,637,926)	2.36%	155,480	151,132
Total Intergovernmental - net		63,769	2,701,695	(2,637,926)	2.36%	155,480	151,132
Interest Income							
Bank Account Interest	579	14,552		14,552		7,162	9,996
Total Interest/Investment Income	579	14,552		14,552		7,162	9,996
Interest Expense	2,558	(125,374)	(140,380)	15,006	89.31%	(138,241)	(123,299)
Total principal and interest expense	2,558	(125,374)	(140,380)	15,006	89.31%	(138,241)	(123,299)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets		885		885			
Total gain (loss) on sale of capital assets		885		885			
TOTAL NON-OPERATING INCOME (EXPENSE)	**3,137**	**(46,168)**	**2,561,315**	**(2,607,483)**	**(1.80%)**	**24,401**	**37,829**
INCOME (LOSS) BEFORE TRANSFERS	**3,986**	**(306,939)**	**(207,635)**	**(99,304)**	**147.83%**	**(254,506)**	**(370,516)**
TRANSFERS							
Transfers - in			537,770	(537,770)			449,377
TOTAL TRANSFERS - NET			**537,770**	**(537,770)**			**449,377**
CHANGE IN NET POSITION	**$3,986**	**($306,939)**	**$330,135**	**($637,074)**	**(92.97%)**	**($254,506)**	**$78,861**
CONTROL TOTALS							
Total Revenues	$46,176	$452,264	$3,776,502	($3,324,238)	11.98%	$536,239	$1,101,964
Total Expenditures	42,190	759,203	3,446,368	2,687,165	22.03%	790,746	1,023,105
Revenues less expenditures	3,986	(306,939)	330,134	637,073	(92.97%)	(254,507)	78,859
Difference			$1	$1	0.00%	$1	$2

INTERIM STATEMENTS by Fund
952-Main Street Program Fund
For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	$5,395	$34,292	$46,654	$12,362	73.50%		
Employee Benefits	1,114	8,989	30,011	21,022	29.95%	21	41
Total Personal Services and Employee Benefits	6,509	43,281	76,665	33,384	56.45%	21	41
Purchased or Contracted Services	1,908	21,023	28,467	7,444	73.85%	12,411	21,042
Supplies	696	5,435	6,300	865	86.27%	2,664	9,586
Inter-Departmental Charges	8,058	72,526	96,701	24,175	75.00%	82,054	109,405
TOTAL OPERATING EXPENSE	**17,171**	**142,265**	**208,133**	**65,868**	**68.35%**	**97,150**	**140,074**
OPERATING INCOME (LOSS)	**(17,171)**	**(142,265)**	**(208,133)**	**65,868**	**68.35%**	**(97,150)**	**(140,074)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect	8,000	8,000		8,000			
Total Operating - Categorical	8,000	8,000		8,000			
Total State Government Grants	8,000	8,000		8,000			
Total Intergovernmental revenue	8,000	8,000		8,000			
Total Intergovernmental - net	8,000	8,000		8,000			
Contributions and donations							
Contributions & Donations	2,842	2,842		2,842		10,206	13,988
Total contributions and donations	2,842	2,842		2,842		10,206	13,988
TOTAL NON-OPERATING INCOME (EXPENSE)	**10,842**	**10,842**		**10,842**		**10,206**	**13,988**
INCOME (LOSS) BEFORE TRANSFERS	**(6,329)**	**(131,423)**	**(208,133)**	**76,710**	**63.14%**	**(86,944)**	**(126,086)**
TRANSFERS							
Transfers - in			208,133	(208,133)			
Transfers - out							129,688
TOTAL TRANSFERS - NET			**208,133**	**(208,133)**			**129,688**
CHANGE IN NET POSITION	**($6,329)**	**($131,423)**		**($131,423)**	**0.00%**	**($86,944)**	**$3,602**
CONTROL TOTALS							
Total Revenues	$10,842	$10,842	$208,133	($197,291)	5.21%	$10,206	$13,988
Total Expenditures	17,172	142,264	208,133	65,869	68.35%	97,149	10,386
Revenues less expenditures	(6,330)	(131,422)		131,422	0.00%	(86,943)	3,602
Difference	$1	($1)		$1	0.00%	($1)	

INTERIM STATEMENTS by Fund

953-Downtown Development Authority Fund

For the Nine Months Ending Sunday, March 31, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			3/31/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
RENTS AND ROYALTIES							
Property Rental							$1,200
TOTAL RENTS AND ROYALTIES							**1,200**
TOTAL OPERATING REVENUE							**1,200**
OPERATING EXPENSE							
Purchased or Contracted Services	35	17,159	10,200	(6,959)	168.23%	3,224	20,343
Utilities:							
Stormwater		440	960	520	45.83%	506	671
Customer Service Fee		52	120	68	43.33%	81	101
Total Utilities		492	1,080	588	45.56%	587	772
Supplies	313	408	300	(108)	136.00%		134
Capital Outlay:							
Property (Land and Buildings)			250,000	250,000			
Total Capital Outlay			250,000	250,000			
Inter-Departmental Charges	7,023	63,205	84,273	21,068	75.00%	82,054	109,405
Miscellaneous		17,770	50,139	32,369	35.44%	18,550	21,750
TOTAL OPERATING EXPENSE	**7,371**	**99,034**	**395,992**	**296,958**	**25.01%**	**104,415**	**152,404**
OPERATING INCOME (LOSS)	**(7,371)**	**(99,034)**	**(395,992)**	**296,958**	**25.01%**	**(104,415)**	**(151,204)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	36	345		345		117	211
Total Interest/Investment Income	36	345		345		117	211
Contributions and donations							
Contributions & Donations		31,000		31,000			9,000
Total contributions and donations		31,000		31,000			9,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**36**	**31,345**		**31,345**		**117**	**9,211**
INCOME (LOSS) BEFORE TRANSFERS	**(7,335)**	**(67,689)**	**(395,992)**	**328,303**	**17.09%**	**(104,298)**	**(141,993)**
TRANSFERS							
Transfers - in			370,853	(370,853)			
Transfers - out							120,887
TOTAL TRANSFERS - NET			**370,853**	**(370,853)**			**120,887**
CHANGE IN NET POSITION	**($7,335)**	**($67,689)**	**($25,139)**	**($42,550)**	**269.26%**	**($104,298)**	**($21,106)**
CONTROL TOTALS							
Total Revenues	$36	$31,345	$370,853	($339,508)	8.45%	$117	$10,411
Total Expenditures	7,371	99,033	395,991	296,958	25.01%	104,416	31,517
Revenues less expenditures	(7,335)	(67,688)	(25,138)	42,550	269.27%	(104,299)	(21,106)
Difference		($1)	($1)		100.00%	$1	

CITY OF GRIFFIN
SALES TAX ANALYSIS

LOCAL OPTION SALES TAX (LOST)

Month	FY 2020 MTD	FY 2020 FYTD Total	FY 2020 FYTD % of Budget	FY 2021 MTD	FY 2021 FYTD Total	FY 2021 FYTD % of Budget	FY 2022 MTD	FY 2022 FYTD Total	FY 2022 FYTD % of Budget	FY 2023 MTD	FY 2023 FYTD Total	FY 2023 FYTD % of Budget	FY 2024 MTD	FY 2024 FYTD Total	FY 2024 FYTD % of Budget	MTD Change from Prior Year	Percent
July	$ 327,874	$ 327,874	8.56%	$ 367,813	$ 367,813	9.20%	$ 441,145	$ 441,145	9.29%	$ 458,324	$ 458,324	8.85%	$ 473,019	$ 473,019	8.92%	$ 14,695	3.21%
August	345,643	673,518	17.59%	363,115	730,929	18.27%	425,603	866,748	18.25%	452,002	910,327	17.58%	493,024	966,043	18.23%	$ 41,022	9.08%
September	343,743	1,017,261	26.56%	535,474	1,266,402	31.66%	410,717	1,277,465	26.89%	450,187	1,360,514	26.28%	452,082	1,418,125	26.76%	$ 1,895	0.42%
October	346,846	1,364,106	35.62%	371,230	1,637,632	40.94%	417,442	1,694,907	35.68%	463,086	1,823,600	35.22%	462,562	1,880,687	35.48%	$ (525)	
Distribution				-													
November	342,504	1,706,610	44.56%	416,315	2,053,947	51.35%	411,967	2,106,874	44.36%	468,213	2,291,813	44.27%	474,785	2,355,471	44.44%	$ 6,572	1.40%
December	350,132	2,056,742	53.70%	371,318	2,425,265	60.63%	442,119	2,548,993	53.66%	465,265	2,757,078	53.25%	452,471	2,807,942	52.98%	$ (12,794)	
January	393,630	2,450,371	63.98%	459,874	2,885,139	72.13%	509,457	3,058,450	64.39%	545,958	3,303,035	63.80%	560,583	3,368,525	63.56%	$ 14,625	2.68%
February	325,150	2,775,521	72.47%	377,671	3,262,810	81.57%	397,730	3,456,180	72.76%	415,351	3,718,386	71.82%	423,694	3,792,219	71.55%	$ -	
March	328,669	3,104,190	81.05%	358,504	3,621,314	90.53%	406,709	3,862,889	81.32%	420,772	4,139,158	79.95%	459,845	4,252,064	80.23%	$ -	
April	360,784	3,464,974	90.47%	450,033	4,071,348	101.78%	472,417	4,335,306	91.27%	492,846	4,632,004	89.47%				$ -	
Distribution				-												$ -	#DIV/0!
May	338,322	3,803,296	99.30%	436,995	4,508,343	112.71%	443,309	4,778,615	100.60%	460,159	5,092,163	98.35%				$ -	
Jun	390,985	4,194,282	109.51%	443,708	4,952,051	123.80%	451,702	5,230,317	110.11%	467,858	5,560,021	107.39%				$ -	
Total	**$ 4,194,282**			**$ 4,952,051**			**$ 5,230,317**			**$ 5,560,021**			**$ 4,252,064**				
% of Budget	109.51%			123.80%			110.11%			107.39%			80.23%				
Budget	$ 3,830,000			$ 4,000,000			$ 4,750,000			$ 5,177,373			$ 5,300,000				
Average	$ 349,523			$ 412,671			$ 435,860			$ 463,335			$ 472,452				

CITY OF GRIFFIN
SALES TAX ANALYSIS

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

	FY 2022			FY 2023			FY 2024		
Month	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**	**MTD**	**FYTD Total**	**FYTD % of Budget**
July	$ -	$ -		$ 364,041	$ 364,041	9.77%	$ 388,417	$ 388,417	10.42%
August	-			359,820	723,861	19.42%	370,885	$ 759,302	20.37%
September	-			372,168	1,096,029	29.40%	374,611	$ 1,133,913	30.42%
October	-			374,023	1,470,053	39.44%	375,853	$ 1,509,766	40.50%
November	-			373,411	1,843,464	49.46%	365,356	$ 1,875,122	50.31%
December	-			440,751	2,284,214	61.28%	461,588	$ 2,336,710	62.69%
January	-			331,213	2,615,427	70.17%	343,359	$ 2,680,069	71.90%
February	-			342,395	2,957,822	79.35%	379,372	$ 3,059,441	82.08%
March	-			395,641	3,353,463	89.97%	387,858	$ 3,447,299	92.48%
April	349,959	349,959	47.05%	367,844	3,721,307	99.83%		$ -	
May	355,568	705,527	94.86%	378,958	4,100,265	110.00%		$ -	
Jun	366,889	1,072,416	144.19%	379,147	4,479,412	120.17%		$ -	
Total	**$ 1,072,416**			**$ 4,479,412**			**$ 3,447,299**		
% of Budget	144.19%			120.17%			92.48%		
Budget	$ 743,750			$ 3,727,500			$ 3,727,500		
Average	$ 357,472			$ 373,284			$ 383,033		
% Increase PY				4.42%			2.61%		
Actual Inception to Date	$ 1,072,416			$ 5,551,828			$ 8,999,126		
Cummulative Budget	$ 743,750			$ 4,471,250			$ 8,198,750		

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on April 23, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
04-23-24 Minutes Workshop.pdf
04-23-24 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, APRIL 23, 2024

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

Commissioner Curtis arrived at 9:03 a.m.
Commissioner Murray arrived at 9:04 a.m.

CALL TO ORDER

1. Discuss the current status and activities of the Archway Partnership. *Archway Professional, Shaneesa Ashford, will address.*

   Ms. O'Connor introduced Ms. Sheenesa Ashford, Griffin and Spalding County's Archway professional who began with Archway on September 1, 2023. Ms. Ashford addressed the Commissioners with an update of the Archway Partnership in Griffin and Spalding County. Archway brings the resources of UGA to Spalding County, and it is mutual partners with the City, the County and the Griffin-Spalding County School System. The Executive Committee works with the strategic plan and develops key initiatives which include achieving prosperity, economic development, education, housing, public safety. The Executive Committee recently added mental health to the key initiatives. Ms. Ashford stated her role is a facilitator, and she is here to help the community make decisions for itself. Mayor Hollberg stated he would like for board members to select a key initiative area and sit on that subcommittee. Ms. Ashford stated her desire to have the opportunity to speak with each Commissioner individually. Commissioner Ward asked the possibility of an intergovernmental retreat. Ms. Ashford stated that item is on Archway's agenda for next week's meeting, and the date is tentatively set for the fall. Mayor Hollberg stated the City's annual contribution is $20,000. Ms. O'Connor reminded the Commissioners that the FY25 Archway MOU needs to be considered by the Board.

2. Presentation on Griffin's current and long term power supply. *MEAG Power staff, Holly Bisig and Steve Jackson, will address.*

   Steve Jackson and Holly Bisig of MEAG were in attendance. Mr. Jackson addressed the Commissioners, stating it is always a pleasure to be in Griffin, and his purpose is to communicate Griffin's power supply resources. He noted that the commercial operation of Vogtle Unit 4 should begin next week. Mr. Jackson gave an overview of the City's power supply resources, noting that in 2023, the City's capacity by fuel was 28% nuclear, 15% from SEPA resources, 23% coal and 34% gas. He stated that 43% of Griffin's capacity is generated with no emissions. Coal and gas are available to meet needs. The City currently has a diverse set of resources for a reliable supply of energy. Municipalies have a reserve requirement which is equal to demand plus 15%, and in Griffin's case, the reserve requirement is 100MW. Mr. Jackson reminded the Commissioners that a portion of the Vogtle commitment was sold for 20 years. After 20 years, Griffin will receive additional Vogtle resources.

   Mr. Jackson mentioned two risks on the horizon. The first is the closing of Plant Scherer from which the City receives about 26MW. If Plant Sherer were to retire in 2028, this would reduce the City's resources. There will still be enough resources to meet demand, but there will be a need until the additional resources from Vogtle 3 and 4 become available. It appears that solar power could meet those needs. For the basic system requirements, the City is in good position even if Scherer retires. The other risk MEAG sees is new large data center loads that have become prolific in Georgia. These data centers are more associated with serving AI requirements. Atlanta and Griffin are hot spots for these types of facilities. These installations can pull a load as large as 1000 MW. Although the City has some excess resources to meet growing demands, if it wants to pick up these large loads, we will have to think about more resources. Mr. Jackson noted that if the City serves a data center, it needs to ensure that it recovers its resources and commitments through up-front payments, security bonds, or letters of credit to mitigate the risk of stranded assets. Commissioner Tinsley asked if wind energy is a viable option? Mr. Jackson stated it is not generally an option in the Southeast. We have looked at purchasing wind energy from the midwest, but it is not economical at this time. The Southeast's best renewable option at this time is solar. Commissioner Ward asked about the cost differences between the estimated costs and the actual cost of the Vogtle project. Mr. Jackson answered that construction costs went up significantly because of delays, but financing rates were lower than expected. The energy cost per

MW hour did not go up, but the overall cost increased around 10% to 15%. Mayor Hollberg asked how MEAG is working with Georgia Power and EMCs to look for next greatest power supply. Mr. Jackson stated that Georgia Power recently received permission from the Public Service Commission to obtain additional resources. From MEAG's perspective, we are having conversations with Georgia Power. We will be going into the market and looking for proposals for new resources or to purchase resources, and MEAG is looking at Georgia Power, Southern Company and Oglethorpe Power for proposals. At this time, there is not a discussion about adding more nuclear power. We could potentially develop joint sites for natural gas resources, and we are also looking at additional solar resources. Mayor Hollberg noted that the City is in the process of closing its wastewater spray fields at the Blanton Mill land application site, and there could be an opportunity for a solar farm at that location. He continued by thanking MEAG for its service to our community. Mr. Jackson concluded his remarks by stating MEAG will do everything it can to support Griffin's success.

3. Discuss the regulation and creation of an ordinance for Food Trucks / Mobile Food Vendors within the City of Griffin Code of Ordinances. *Planning & Development Director, Chad Jacobs will address.*

   Mr. Jacobs addressed the Commissioners, beginning by noting that all municipalities handle food truck regulation and/or permitting differently. We have to find what works best for Griffin. He reminded the Commissioners that the City's current permitting regulations are via a temporary use permit under Section 504.F in the Unified Development Code (UDC). The City charges $100 for 14 consecutive days once a quarter. He listed the current proposed ordinance recommendations which include Fire marshal inspection, DPH Food Service Permit, DPH Letter of Authorization, Certificate of Liability Insurance, Sales Tax Affidavit, Trash, and Gray Water and Grease Trap Affidavit. Staff recommends using the term "Mobile Food Vendors," and recommends limiting the vendors to one per parcel. Staff also recommends the regulation of hours of operations from 8 a.m. to 8 p.m., and wherever the vendor is located, it can not occupy more than 10% of the total parking spaces. Staff currently recommends this for private property, and the vendors must comply with the City's noise ordinance.

   Staff performed a fee comparison with the cities of LaGrange, Thomaston and Woodstock. Lagrange requires an Occupational Tax Certificate (OTC) only which is $110.00. Thomaston's charges are $50 for one day, $125.00 for a 3-day weekend, $250 for a week, and $500 for an annual permit. Woodstock charges $360 per vehicle annually. Staff's recommended changes from the March Workshop are an annual fee of $300 per vehicle and a $25.00 fee per location. This will include the OTC. There will be no daily limitations per mobile food vendor and property, and there will be no more than one food vendor per property. The mobile food vendors may operate in CBD, PCD, PID and INST zoning only, and only on private property so there will be no need for a distance requirement. We are attempting to simplify the process operationally so it is easy to enforce, because it will be Code Enforcement intensive. If there is an issue in the field, there will be an immediate citation. Mayor Hollberg asked if the truck will have to leave every day? Mr. Jacobs answered, yes. It will have to return to its base of operation. Commissioner Ward asked if this does away with the previous 14-day limit and $100 fee, and Mr. Jacobs answered yes. There will be a one-time $300 annual fee. The Commissioners' consensus is to proceed with an ordinance based on the presentation today, April 24, 2024.

4. Discuss the most desired and needed locations within the City of Griffin for four crosswalk signs to be installed within the City's ROW. *Public Works Director, Mariza Eller will address.*

   Ms. Eller addressed the Commissioners, noting that Staff has been focusing on pedestrian safety. In 2022 the City placed six crosswalk flashing beacons in three locations: Meriwether Street at S. 12th Street, Meriwether Street at S. 15th Street and Crescent Road at Woodland Drive. A goal for 2024 is to implement more pedestrian safety measures. In the FY24 budget, as part of a capital project, eight crosswalk flashing beacons were approved for four locations. A road safety audit was conducted at Crescent Road Elementary, Moore Elementary, Atkinson Elementary and AZ Kelsey High School. The audit studied locations at the schools and in the areas around the schools. From the information obtained through the road safety audit, Staff recommends the following locations for crosswalk flashing beacons: N. 6th Street at its intersection with Haskell Ward Drive; AZ Kelsey Avenue from the high school building to the parking lot; N. 3rd Street at its intersection with E. Tinsley Street; and Beck Street at its intersection with Anne Street. While the Beck and Anne Street intersection has not been assessed, staff recommends placing the flashing

crosswalk beacons at this location to bring more awareness to the pedestrian crossing. Mayor Hollberg asked about the cost of the project. Ms. Eller stated the cost is $28,110.64. The Commissioners' consensus is to place crosswalk flashing beacons in Staff's recommended locations.

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

Motion/second to enter closed session at 9:54 a.m. by Commissioners Tinsley/Ward carried 7-0.

ADJOURN

Motion/second to adjourn at 11:10 a.m. by Commissioners Ward/Curtis carried 7-0.

_____ _____

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

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, APRIL 23, 2024

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included 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.

Commissioner Ward arrived at 6:03 p.m.

Call to order by Mayor Hollberg

Pledge of Allegiance .....Commissioner Curtis

Invocation ..... Commissioner Tinsley

Approval of Agenda

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

PRESENTATIONS AND DELEGATIONS

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

   Mayor Hollberg presented the proclamation to City of Griffin Administrative Professionals.

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

   Mayor Hollberg presented the proclamation for Public Service Recognition Week and asked all attending who are public servants to stand and be recognized.

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

   Mayor Hollberg presented the proclamation for Drinking Water Week and Water Professionals Appreciation Day to Brandon Lewis, Director of Water and Wastewater, and all water professionals present at the meeting. Mr. Lewis thanked the Commissioners.

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

   Mayor Hollberg presented the proclamation to Susan Bartholomew. Ms. Bartholomew thanked the Commissioners.

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.

James Rosser, 105 Maplewood Drive, Griffin, stated there is a ReMax Southern sign in the right of way (ROW) at 232 10th Street. He stated further that Director Jacobs can't find the paperwork as to why the sign is in the ROW, and it was permitted before his hiring. Mr. Rosser stated that no one has provided appropriate documentation, and he asked for the sign to be removed until proper documentation could be produced. He also referred to a ReMax Southern sign in the ROW where no business is being done. Mr. Rosser concluded his comments by asking to receive an explanation of the difference between a wooded lot and an unwooded lot.

Tina Marie Marsden, Kentucky Avenue, asked for an ADA reasonable accommodation. Mr. Whalen stated this is Citizen Comment and not a time to ask for an accommodation. Ms. O'Connor added that an ADA reasonable accommodation request should be sent to Ms. Woods. Ms. Marsden stated she has filed two Title II Complaints and did not receive a response on one complaint. She continued that the City took 2.5 months to respond to the other complaint.

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.*

   Ms. Haynes addressed the Board stating the applicant, Bernetta Walker-Phillips, has requested a Special Use Permit (SUP) for a daycare facility at 703 S. 9th Street. The property is located in a Planned Commercial District (PCD) and also a Medical Overlay District (MOD). A daycare facility is permitted by right in PCD, but needs a SUP for the MOD. Staff recommends approval of the SUP. At its April 15, 2024 meeting, the Planning & Zoning Board recommended approval by a vote of 4-0.

   The applicant, Dr. Bernetta Walker-Phillips addressed the Commissioners in favor of the SUP, stating she wants to use the location for her Infinity of Hope Academy. The academy will provide help for children with autism, ADHD and other disabilities. She stated her credentials, noting she has 30 years of service in the US Army, and she is a career counselor, instructor and pastor.

   No one spoke against the SUP.

   Mayor Hollberg concluded the Public Hearing.

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.*

   Ms. Haynes addressed the board stating the applicant, Brenin Mobley, has requested a rezoning for the property at 331 E. Tinsley Street from Medium Density Residential (MDR) to Neighborhood Business District (NBD). The previous use of the property was commercial, so the MDR zoning is non-conforming. The applicant would like to keep the property as a business, and the rezoning to NBD would change the property to a permitted use. At its April 15, 2024 meeting, the Planning & Zoning Board recommended approval by a vote of 4-0.

   The applicant, Brenin Mobley, and his wife addressed the Commissioners. The couple are residents of Griffin and business owners. Mr. Mobley stated his plan to reintroduce a convenience store and deli to the area, especially for elderly residents in the vicinity. He continued that the planned improvement to the property will positively impact surrounding properties in the area.

   No one spoke against the rezoning.

   Mayor Hollberg concluded the Public Hearing.

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.*

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.

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.*

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

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.*

Motion/second to approve rezoning the property located at 331 E. Tinsley Street consisting of 0.10 +/- acres from Medium Density Residential (MDR) to Neighborhood Business District (NBD) by Commissioners Tinsley/Murray carried 7-0.

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.*

Motion/second to approve a Resolution amending the City of Griffin's Fiscal Year 2023-2024 Operating & Capital Budget for Third Quarter housekeeping amendments in the amount of $8,000.00 by Commissioners Ward/Murray carried 7-0.

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.*

Motion/second to approve on first reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, Environment, Section 42, Environmental Council by Commissioners Murray/Ward carried 7-0.

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.*

Motion/second to direct 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 by Commissioners Ward/Tinsley carried 7-0.

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.*

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

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.*

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

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.*

    Motion/second to approve a Water Sales Agreement with the Pike County Water and Sewerage Authority for the sale of wholesale drinking water by Commissioners Ward/Tinsley carried 7-0.

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.*

    Motion/second to approve an amendment to the intergovernmental agreement with Spalding County regarding the organization and funding of the Griffin-Spalding Business and Tourism Association by Commissioners Ward/Murray carried 7-0.

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.*

    Motion/second to deny a claim for personal injuries to Roderick Brownlee based upon Ante Litem Notice, dated March 15, 2024 by Commissioners Murray/Ward carried 7-0.

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.*

    Motion/second to deny 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 by Commissioners Ward/Curtis carried 6-0-1. Mayor Hollberg recused himself from any discussion and the vote as he is the insurance agent for the business.

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.*

    Motion/second to deny a claim for personal injury to Henrietta Folds-Jester, based on Ante Litem Notice dated March 27, 2024 by Commissioners Ward/Murray carried 7-0.

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.*

    Motion/second to deny 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 by Commissioners Ward/Murray carried 7-0.

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.*

Motion/second to deny 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 by Commissioners Ward/Murray carried 7-0.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor thanked the Commissioners for the work accomplished at the workshop meeting this morning.
2. Ms. O'Connor read the slate of officers for GMA District 4 officers, and the Commissioners' consensus was to support those slated with no additions.
3. Thank you to all the employees recognized this evening.
4. Georgia Cities Week continues on Thursday, April 25 with a picnic in the park with the City Manager. Ms. O'Connor asked the Commissioners to let her know if any of them planned to attend. On Friday night City Church will host Movie in the Park, and the Police Department will be providing hot dogs. Saturday's activity is "Saturday at the Archives." Attendees will tour the museum and visit with Griffin's archivist, Cindy Barton.

CITY ATTORNEY COMMENTS

Mr. Whalen informed the Commissioners of an interesting US Supreme Court case regarding the rights of the homeless.

COMMISSIONER COMMENTS

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

Ward: No comment.

Curtis: Commissioner Curtis thanked all for attending. She thanked the new business owners for their service to the community.

Murray: Commissioner Murray congratulated the public servants and new business owners.

Wright: No comment.

Tinsley: No comment.

McCord: No comment.

Hollberg: Mayor Hollberg expressed his excitement about the two new businesses in Griffin. He stated that the Food Truck Fly-In has been rescheduled to Sunday April 28 from 11 a.m. to 3 p.m.

ADJOURN

Motion/second to adjourn at 6:46 p.m. by Commissioners Ward/Murray carried 7-0.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, APRIL 23, 2024

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second 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:
Susan Bartholomew

Meeting Date:
14/05/2024

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 the purchase of two 1000 KVA 3-phase pad mount transformers in the amount of $120,040.00 and two 750 KVA 3-phase pad mount transformers in the amount of $97,130.00 for a total of $217,170.00 from Gresco Utility Supply, Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the transformers is to replenish electric inventory.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

2- 1000 KVA 3-phase pad mount transformers: $60,020 each- totaling: $120,040
2- 750 KVA 3-phase pad mount transformers: $48,565 each- totaling: $97,130
Total $ 217,170 budgeted in FY24 budget

Submitted By:
Jennifer Freeman

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO-Gresco Utility-Padmount Transformer Purchase-BOC 5-14-24.pdf
Quote-Gresco Utility-Padmount Transformer Purchase-BOC 5-14-24.pdf
Sole Source-Gresco Utility-Padmount Transformer Purchase- BOC 5-14-24.pdf

Griffin
...ER TOGETHER

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

SH 4/23/24

DATE: 4/15/24

FY24 Purchase Order No.

Bid/Quote No. 10236507-00
Vendor No. 1551

Vendor Name & Address
Gresco Utility Supply Inc.
1135 Rumble Rd.
Forsyth, GA 31029

ecombs@gresco.com
Ph: 800-329-3421 Fax: 800-299-4324

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

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

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

*Terms: Net 30 unless otherwise specified on PO

ATTN: Rusty Spear
Phone: 770-229-6406 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
1000KVA3PDV208-E ✓ 3 Phase Pad Mt Transformers Our P/N 23-021	510 - 0000 - 11 - 3603 - 0000	2	EA	60,020.000	120,040.00
750KVA3PDV208-E ✓ 3 Phase Pad Mt Transformers Our P/N 23-004	510 - 0000 - 11 - 3603 - 0000	2	EA	48,565.000	97,130.00
CAPITAL PROJECT #: (DISTRIBUTION & $$)			enter debit/credit amounts in the extended totals column		

4/23/2024

COMMENTS: Sole Source-Restock Inventory

Totals: $ $ 217,170.00

FY24 Purchase Order

COG USE ONLY

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

COG USE ONLY VRC 4/23/24

Dept / Requestor / Date: 4/19/24
Purchasing / Date: 4/22/24 Deborah M Gilbert
Department Mgr / Date:
Finance Director / Date:

Copy emailed to Supplier
Supplier Notified

City Manager / Date
BOARD / Date

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
4/15/24	izec	1595	10236507-00
	Expiration Date	**PO #**	**Page #**
	6/14/24	rfq	1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
PO BOX T

GRIFFIN, GA 30224-0046

Ship To
City of Griffin
LINE CONSTRUCTION DIV.
1010 N HILL ST
GRIFFIN, GA 30223-1930

Remit To
Gresco Utility Supply, Inc.
PO Box 932918

Atlanta, GA 31193-2918

Please note that the quote's expiration date, pricing, and lead times are subject to change based on manufacturing updates. GRESCO will communicate any changes at the time the order is placed.

Instructions

Ship Point	Via	Shipped	Terms	SlsRepIn/Out
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	izec / ecom

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	1000KVA3PDV208-E TX3PH DV 208/120 1000KVA 1000KVA PRICE SUBJECT TO CHANGE AT TIME OF SHIPMENT WILL DELIVER WITH CRANE LEAD TIME 52-55 WEEKS XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	2.00	EA	60,020.00	EA	120,040.00
2	0750KVA3PDV208-E TX3PH DV 208/120 0750KVA KVA PRICE SUBJECT TO CHANGE AT TIME OF SHIPMENT WILL DELIVER WITH CRANE LEAD TIME 52-55 WEEKS XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	2.00	EA	48,565.00	EA	97,130.00

2	Lines Total	Total Order Quantity	4.00	Subtotal	217,170.00
				Taxes	0.00
				Total	217,170.00

Griffin

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 ERMCO 3 Phase Transformers

Detail the research that has been done to qualify this for selected method of procurement: GRESCO Is the only Supply Co that

Supplier/Source Name/Address:

Gresco Utility Supply Inc 1135 Rumble Rd Forsyth Ga 31029

Supplier/Source Contact: **Eddie Combs** **Phone:** **800-329-3421**

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?

ERMCO is the only 3 Phase transformer the meets the specs of Griffin Power

Is this a 1-time procurement? Estimated expenditure- one-time 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.

ERMCO 3 Phase Transformer

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: 4/16/2024 Requestor: Rusty Spear

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

Purchasing Use Only **Finance Approval:**

Comments:

Date Processed: 1/8/2924 Date Posted to CPR: PO Date/PO #:

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 contract for preventative maintenance of medium voltage variable frequency drives from McNaughton-McKay Electric Co., sole source, in the amount of $70,745.43 for the Still Branch Water Treatment Plant. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This service contract will ensure that the medium voltage VFD's at the Still Branch WTP are maintained to proper specifications per the manufacturer. Preventative maintenance of these critical water system components is necessary to prevent equipment downtime in the on-going drinking water treatment process.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in 505-4432-52-2200 (Repair and Maintenance Services) in the amount of $1,733,791.57. This agreement is for $70,745.43.

Submitted By:
Brandon Lewis

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Final - Mc-Mc Rockwell Automation Still Branch Maintenance 4.18.24.pdf
Sole Source McNaughton-McKay.pdf

MV PF7000 VFD PM Services

FIXED PRICE PROPOSAL

City of Griffin Still Branch WTP
Concord, GA

30334694.5
April 17, 2024

Presented to:
City of Griffin Still Branch WTP
2045 Flat Shoals Road
Concord, GA 30206
USA

Proposed by:
McNaughton-McKay Electric Co
6685 Best Friend Road
Norcross, GA 30071
USA

Rockwell Automation Inc.
1201 S 2nd St
Milwaukee, WI 53204
USA

McNAUGHTON-McKAY
ELECTRIC COMPANY

expanding **human** possibility®

Allen-Bradley FactoryTalk LIFECYCLE IQ Services

Revision History

Date:	Description of change:	Edited by:	Revision:
August 30, 2022	None, Original Document	DAM	30334694.1
August 30, 2022	Added second VFD and broke out PM options	DAM	30334694.2
December 9, 2022	Consider PM as per Drives age	SJ	30334694.3
October 5, 2023	Consider PM as per Drives age	UA	30334694.4
March 6, 2024	Price refresh for FY24	Unnati Pandya	30334694.5

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1 Rockwell Automation Statement of Work[2]

This Rockwell Automation Medium Voltage ("MV") PowerFlex® 7000 Preventative Maintenance Services proposal is offered to McNaughton-McKay Electric Co for resale to City of Griffin Still Branch WTP ("Customer").

1.1 MV PF7000 VFD PM Services Solution Statement of Work Summary

Rockwell Automation Medium Voltage Variable Frequency Drive Preventative Maintenance Services are designed to help optimize the performance of your automation assets. These services, based on Rockwell Automation's 20-year service maintenance schedule, include a standardized series of inspections to verify that your Variable Frequency Drive is operating to specifications and to maximize its availability, reliability, and efficiency.

1.1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work.

- Request from City of Griffin Still Branch WTP to Rockwell Automation.
- Year – nine (9) PM Services for one (1) MV VFD.
    - This proposal will provide all required hardware for Years 1 - 9 as per "Figure 1: 20 Year Service Maintenance Schedule".
- Year – six (6) PM Services for one (1) MV VFD.

Qty	Model	Order Number	Age
1	**PowerFlex 7000 – Air Cooled Frame A**	**7050978-002-15**	**09 years**
1	**PowerFlex 7000 – Air Cooled Frame A**	**6503841786-101**	**06 years**

1.1.2 Solution Description

This Statement of Work includes PM Services for the MV VFDs listed in the Basis for Statement of Work above:

- **[7050978-002-15]: [Year nine (9) PM]**
    - Duration of this activity is up to four and a half (4.5) consecutive standard days.
- **[6503841786-101]: [Year six (6) PM]**
    - The duration of this activity is up to three and a half (3.5) consecutive standard days.
- A standard day is defined as Monday through Friday between the hours of 7:00 a.m. and 6.00 p.m. local time (excluding Rockwell Automation observed holidays), up to eight (8) hours per day.
- Travel and expenses based on local travel.
- Should extra time be required, this will be addressed via the Documented Change Request (DCR) process.

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1.1.2.1 Equipment

The following equipment is included in this Statement of Work.

[7050978-002-15 & Year nine (9) PM]

Qty	Catalog Number	Equipment Description
2	81001-717-01-R	Fiberglass Filter 432X795 MM
2	80026-446-02-R	Washable Door Filter 53.5 x 76.95 CM
1	346567-Q01-R	Coin Battery 3V 300MA 23MM
1	PN-457450	AC/DC Power Supply 1000W
1	80026-518-01-R	Power Supply DC To DC
1	1606-XLP30E	AC/DC DIN MOUNTED POWER SUPPLY
12	80190-800-01-R	Power Supply Board Conformal Coated
1	22610-103-01-R	FAN MR2B3 SPARE PART
2	80026-044-06-R	Power Supply IGCT Up to 6600V
2	80026-845-03-R	FAN/MOTOR,460V,60HZ,5HP,50C

[6503841786-101 & Year six (6) PM]

Qty	Catalog Number	Equipment Description
2	81001-717-01-R	Fiberglass Filter 432X795 MM
2	80026-446-02-R	Washable Door Filter 53.5 x 76.95 CM
1	346567-Q01-R	Coin Battery 3V 300MA 23MM
1	22610-103-01-R	FAN MR2B3 SPARE PART
12	80190-800-01-R	Power Supply Board Conformal Coated
2	80026-044-06-R	Power Supply IGCT Up to 6600V
1	80026-518-01-R	Power Supply DC To DC
1	1606-XLP72E	Power Supply XLP 72 W
1	PN-457450	AC/DC Power Supply 1000W

1.1.2.2 Preventative Maintenance Scope of Supply

Physical Checks

- Record/Validate Drive, Motor and Feedback Device Nameplate Information
- Examine environment in which drive is installed (clean, ambient temperature – visual) and record.
- Inspect input/output/bypass contactor sections.
- Inspect all associated drive components for loose power cable connections and ground cable connections.
- Torque all loose cables to the required torque specifications.
- Inspect the bus bars and check for any signs of overheating / discoloration and tighten the bus connections to the required torque specifications.
- Clean all cables and bus bars that exhibit dust build-up.
- Use torque sealer on all connections.
- Carry out the integrity checks on the signal ground and safety grounds.
- Check for any visual/physical evidence of damage and/or degradation of components in the low voltage compartments. This includes Relays, Contactors, Timers, Terminal connectors, Circuit breakers, Ribbon cables, Control Wires, etc.; causes could be corrosion, excessive temperature, or contamination.
- Clean all contaminated components using a vacuum cleaner and wipe clean components where appropriate.
- Check for any visual/physical evidence of damage and/or degradation of components in the medium voltage compartments (inverter/rectifier, cabling, DC Link, contactor, load break, harmonic filter, etc.). This includes main cooling fan, power devices, heat sinks, circuit boards, insulators,

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cables, capacitors, resistors, current transformers, potential transformers, fuses, wiring, etc.; Causes could be corrosion, excessive temperature, or contamination.
- Carry out the physical inspection and verification of the proper operation of the contactor/isolator interlocks, key interlocks, and door interlocks.
- Physical verification of the additional cooling fans mounted in the AC Line Reactor cabinet; check the Harmonic Filter cabinet for mounting and connections.
- Clean the fans and ensure that the ventilation passages are not blocked, and the impellers are freely rotating without any obstruction.
- Carry out the insulation meggering of the drive, motor, isolation Megger the drive, motor, isolation transformer/line reactor, and the associated cabling.
- Check clamp head indicator washers for proper clamp pressure and adjust as necessary.
- Check resistors and capacitors for all snubber resistors, sharing resistors and snubber capacitors.

Control Power Checks
- Apply 3 Phase Control power to the drive, and test power to all of the vacuum contactors (input, output, and bypass) in the system, verifying all contactors can close and seal.
- Verify all single-phase cooling fans for operation.
- This includes the cooling fans in the AC/DC Power supplies and the DC/DC converter
- Verify the proper voltage levels at the CPT (if installed), AC/DC Power Supplies, DC/DC converter, isolated gate power supply boards.
- Verify the proper gate pulse patterns using Gate Test Operating Mode
- If there have been any changes to the system during the outage, place the drive in System Test Operating Mode and verify all functional changes

Final Power Checks before Restarting
- Put all equipment in the normal operating mode, and apply medium voltage
- If there were any changes to the motor, input transformer, or associated cabling, retune the drive to the new configuration using auto tuning
- Save all parameter changes (if any) to NVRAM
- Run the application up to full speed/full load
- Capture the drive variables while running, in the highest access level if possible

Consultation and Remediation
- Review Maintenance and Operator Logs
- Informal Instruct on drive operation and maintenance
- Reminder of safety practices and interlocks on MV equipment, and on specific operating concerns
- Reminder of the need to properly identify operating conditions
- Review installed equipment revisions and compare against any known Product Service Advisories
- Make recommendations on needed critical spares stocking
- Perform Maintenance & Record

1.1.2.3 Service Maintenance Schedule

MV VFD Preventative Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

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The 20 year service maintenance schedule of a MV VFD is shown below.

Rockwell Automation Medium Voltage VFD Preventative Maintenance Schedule																						
	Interval Periods (In Years)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Air-Cooling System	Door Mounted Air Filters	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R
	Main Cooling Fan Motor	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	
	Redundant Cooling Fan Moto (if supplied)	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	
	Small Aux. Cooling Fans "Caravel"	-	I	I	I	I	R	I	I	I	I	R	I	I	I	I	R	I	I	I	I	I	
Liquid-Cooling System	Mesh Filters	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
	De-ionizing Filter Cartridge	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
	All Fittings / Connections / Hose Clamps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
	Redundant Cooling Pump Motor / Pumps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
	Redundant Cooling Pump Motor Seals	-	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I	R	
	Thermostatic Valve Element	-	I	I	I	I	I	I	R	I	I	I	I	I	I	R	I	I	I	I	I	I	
Power Switching Components	Power Devices (SCGTs / SCRs)	-	I	I	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	
	Snubber Resistors / Sharing Resistors / HECS	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
	Rectifier Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	Rv/R	I	I	I	I	I	I	I	I	I	Rv/R	
	Inverter Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I	R	
	Integrated Gate Driver Power Supply	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	
	Self-Powered SGCT Power Supply (SPS)	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	
Integral Magnetics / Power Filters	Isolation Transformer / Line Reactor	-	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	
	DC Link / Common Mode Choke	-	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	
	Line / Motor Filter Capacitors	-	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	I	I	I	I	M	
Control Cabinet Components	AC / DC and DC / DC Power Supplies	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	
	Control Boards	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
	Batteries (DCBs and CIB)	-	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	
	Battery Module (UPS)	-	I	I	I	I	R	I	I	I	I	R	I	I	I	I	R	I	I	I	I	R	
Connections	Low Voltage Terminal Connections / Plug-in Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
	Medium Voltage Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
	Heatsink Bolted Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	
	Medium Voltage Connections (Rectifier)	-	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-	
	Medium Voltage Connections (Inverter)	-	-	-	-	-	-	-	-	-	-	I	-	-	-	-	-	-	-	-	-	I	
Enhancements	Firmware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	
	Hardware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	
Operational Conditions	Parameters	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	
	Variables	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	
	Application Concerns	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	
Spare Parts	Inventory / Needs	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	

Figure 1: 20 Year Service Maintenance Schedule

Note the following when reading the schedule:

- **I – Inspection** indicates that the component should be inspected for signs of excessive accumulation of dust or debris and/or external damage.
- **M – Maintenance** indicates a maintenance task that is outside the normal preventative maintenance tasks, and can include the inductance testing of Line Reactors/DC Links, or the full testing of an isolation transformer.
- **R – Replacement** indicates that the component has reached its mean operational life, and should be replaced to decrease the chance of component failure.
- **C – Cleaning** indicates the cleaning of a part that can be reused.
- **Rv – Review** refers to a discussion with Rockwell Automation.
- **RFB/R – Refurbishment/Replacement** indicates that the parts can be refurbished at lower cost or the parts can be replaced with new ones.

1.1.2.4 System Documentation

Rockwell Automation will provide the following:

- Preventative Maintenance Service Report

1.1.2.5 Delivery

Delivery is approximately 15 weeks from Rockwell Automation acceptance of Purchase Order. Delivery is based on availability at time of purchase and is subject to change. Delivery is dependent on documentation submitted by Customer. Please refer to 1.2.1 Documentation Requirement. Additional time and cost may apply if documentation is not submitted or available at start of project.

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1.1.2.5.1 Document Acceptance

Customer will have (5) business days to review and provide a written response regarding project documentation that requires Customer approval. If a written response is not submitted to Rockwell Automation within (5) business days after the date the project documentation was emailed to Customer, the project documentation will be considered accepted by Customer. Customer-requested changes received after the specified (5) business day response period will impact the project by a day-for-day delay in schedule, and Customer may be subject to additional costs and changes to the project plan as a result of the delay.

1.1.3 Services

1.1.3.1 Services Scheduling

Subject to a four (4) week notice of Customer's requested service date, Rockwell Automation will utilize a qualified Field Service Professional ("FSP") located closest to the customer work site. If Customer provides less than the previously stated advance notice, and a local qualified FSP is unavailable for the requested on site date, Rockwell Automation will offer Customer the option to:

1) wait until the locally qualified FSP is available, or
2) schedule an alternative out-of-region resource, which may result in additional travel charges

1.1.3.2 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Removal of, or protection from, hazardous materials.
- Electrical, structural, civil, piping, or mechanical designs and installation outside of statement of work
- Site assistance during installation outside of statement of work
- No approval drawings or approval cycle included
- Supply or modification of network media between enclosures, buildings and process areas
- Any modifications to conduit and/or wiring that extends outside the Rockwell Automation structure detailed in this Statement of Work
- Connections to 3rd party equipment
- Field modifications upgrades or engineering changes
- Formal operator, maintenance, or electrical training
- Dispose of coolant if required

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1.2 Customer Responsibilities

1.2.1 Documentation Requirements

Customer will provide any documents required for completion of MV VFD Preventative Maintenance upon receipt of order acknowledgement confirmation.

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

1.2.2 Hardware Installation

Customer will provide assistance in lifting the Main Cooling Fan during the preventative services.

1.2.3 Single Point of Contact

Customer will designate a representative that is authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.2.4 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.2.5 Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this Statement of Work.

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1.3 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	**Safety.** All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	**Mechanical Designs and Services.** All electrical, structural, civil, piping, or mechanical designs and services are to be managed by Customer and their selected contractor(s) unless otherwise specified in this Statement of Work.
C1	**Quotation Scope.** This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	**Documentation.** All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	**Network Wiring.** Rockwell Automation is not responsible for the supply or modification of network media and wiring between enclosures, buildings, and process areas.
C4	**System Performance and Design.** Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's Statement of Work. The services provided by Rockwell Automation are not the services of an Engineer of Record or Professional Engineer.
C5	**RoHS.** Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	**Hazardous Materials.** Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	**Existing Devices.** Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	**Existing Equipment.** Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C9	**Safety Integrity Level - Control System.** The control system supplied by Rockwell Automation is not specifically designed to meet any Safety Integrity Level (SIL) in accordance with international/US national standard IEC-61511 / ISA84.00.01. Accordingly, it is therefore the responsibility of Customer to ensure that other measures - separate and distinct from the Rockwell Automation Statement of Work - are in place to ensure that the overall system operation is not impaired in the event of a failure of the Rockwell Automation control system.
C10	**Rigging and Handling.** Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C11	**Installation Services.** Demolition, installation, and wiring services are not included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C12	**Optional Services.** Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C13	**Spare Parts.** Spare parts are not included in this Statement of Work.
C14	**Documented Change Request (DCR) Process.** Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule

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Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C15	**Customer or Site-Specific Requirements.** This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C16	**Infectious Disease Planning**. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C17	**On-site Working Hours.** Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: • 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday or performed outside the standard working hours • 2.0 Times Standard Rate - Sundays and holidays
C18	**Travel Time & Expenses.** Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: • Travel time to and from the jobsite is billed at the standard rate. Transportation, auto rental, lodging, meals, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C19	**Stand-by Time.** Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C20	**Work Site Safety.** Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally-recognized standards and regulations, for work at the site.
C21	**Ethics and Compliance.** All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html
C22	**Information Security Standards** In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: **1. Data Transmission** Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. **2. Customer-Provided Hard Disk** If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted

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Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	form, using commercially supported or industry standard open source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities. **3. Remote Access** Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
C23	**Cybersecurity for Solutions.** Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C24	**Customer Success Publication.** Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
E1	This field intentionally left blank.

Table 1: Assumptions, Clarifications, and Exceptions

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1.4 Rockwell Automation Commitment for Sales Through Distribution

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement or Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) Warranty for the *Work*: Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Products Warranty*: Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty*: Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) *Remedies*: Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General*: Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS

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AND LIABILITIES WILL NOT EXCEED THE LESSER OF $1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software Licenses and Ownership. (a) *Standard Software.* Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software*. Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses*. Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; *provided, however, that if permitted by law the disclosing party receive prior written notice of such request and have the option to obtain a protective order*

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requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals*. Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work

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that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) *RoHS*: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

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Accepted.

CITY OF GRIFFIN, GEORGIA

By: _____

Douglas S. Hollberg, Mayor

Date: _____

Attest: _____

Jessica O'Connor, Secretary

Date: _____

SEAL Affixed

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

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2 Distributor Commercial Terms

2.1 Pricing Summary

McNaughton-McKay Electric Co's price is based on the Statement of Work set forth in Section 1 above. All prices are in US Dollar. Quotation is valid for 60 days from date of issue.

Description	Price
Medium Voltage VFD PF7000 Preventative Maintenance [7050978-002-15]	USD 42,549.25
Medium Voltage VFD PF7000 Preventative Maintenance [6503841786-101]	USD 28,196.18
TOTAL:	**USD 70,745.43**

The total price provided is based on the purchase of the full scope of supply. Unless unit pricing is called out as an add or delete price, any itemized unit pricing is approximate and provided for informational purposes only and does not constitute an offer.

2.2 Invoicing Schedule

Description	Milestone	Payment Amount
MV PF7000 VFD PM Services Solution	Milestone #1: Completion of 7050978-002-15 VFD PM Service	USD 42,549.25
	Milestone #2: Completion of 6503841786-101 VFD PM Service	USD 28,196.18

2.3 Purchase Order Instructions

Please Issue Purchase Order to:

6685 Best Friend Rd
Norcross, GA 30071
Ref: Proposal # SAS-22-10184 / 30334694.5
Email P.O. to GA-services@mc-mc.com

2.4 McNaughton-McKay Electric Co Terms and Conditions of Sale

PARTIES. "Seller" shall mean McNaughton-McKay Electric Company (and its subsidiaries and affiliates). "Buyer" shall mean the entity or person submitting the purchase order to McNaughton-McKay Electric Company.

ACCEPTANCE. Buyer acknowledges and agrees that these General Terms and Conditions are incorporated in, and are a part of, this Agreement and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed verbally, in written form or electronic commerce such as by electronic data interchange (EDI), relating to the products and/or services to be provided by Seller pursuant to this Agreement (such documents are collectively referred to as the "Agreement"), and that Seller's acceptance of Buyer's offer to purchase is made conditional upon the incorporation of these General Terms and Conditions into the Agreement. If Buyer accepts the products and/or services which are the subject of the Agreement, Buyer shall be deemed to have accepted the Agreement including these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications or revisions of the Agreement (including these General Terms and Conditions) shall require the written consent of an authorized representative of Seller. All stenographic and clerical errors are subject to correction by Seller.

QUOTATION EXPIRATION. Written quotations are valid for a period of thirty (30) days unless otherwise noted by Seller. Seller shall have the right to withdraw any quote which has not been accepted by Buyer.

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PRICING. Prices for products and other related information shown in any Seller or manufacturer product publication including, but not limited to catalogs, brochures and websites are subject to change without notice. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, duty, customs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority unless otherwise noted by Seller.

DELIVERY. Shipment of products will be made F.O.B. (a) Seller's facility, (b) Seller's supplier's facility when products are shipped directly from the manufacturer or (c) as otherwise indicated per Seller's quotation or order acknowledgment (Ex Works per INCOTERMS 2000 for international shipments). Seller will use commercially reasonable effort to ensure on time delivery. In no event shall Buyer be entitled to liquidated damages as a remedy for any delay in delivery by Seller. Title and risk of loss passes upon delivery to the delivery point per applicable shipping term. Buyer shall pay all insurance costs associated with delivery. Delay in shipment shall not relieve Buyer of its obligation to accept remaining shipments.

TAXES. Any use tax, sales tax, excise tax, duty, custom, value-added tax, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to price quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

EDI TRANSACTIONS. If Seller and Buyer have mutually agreed to use an EDI system to facilitate purchase and sale transactions, customer agrees that it will not contest (a) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby or (b) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form.

PAYMENT. Payment shall be net 30 days from the date of Seller's invoice without discount for early payment, unless otherwise noted by Seller. Late payments are subject to a service charge equal to 1 ½ % per month (18% per annum) or the maximum amount permitted under law, if less, until paid. Buyer shall indemnify Seller for all costs of collection of past due amounts including attorney's fees and court costs. Seller reserves the right at any time to suspend credit, change credit terms or terminate the Agreement or any purchase order, when, in Seller's sole opinion, Buyer's financial conditions so warrants. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of the Agreement or any provision thereof. All NSF checks returned to Seller will be subject to a $30 NSF fee. Seller may assign and/or sell any receivables or indebtedness owed by Buyer without notice.

SECURITY INTEREST. Seller retains a purchase money security interest ("PMSI") under the Uniform Commercial Code in the products sold until payment in full has been made. In the event of default by Buyer under the Agreement, Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer agrees to execute such financing statements and other documents as Seller may request in order to perfect Seller's security interest. Buyer agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller may deem desirable to perfect and continue to perfect the PMSI granted hereby, including Seller's authority to filing financing statements naming Buyer as debtor and Seller as secured party without Buyer's signature in those states where such filings are permitted, and to sign Buyer's name thereto where required.

CHANGES; SUSPENSION. Buyer may request changes to the Agreement. Seller shall promptly advise Buyer in writing of the reasonable effect on price and delivery date. Seller shall not be required to institute any Buyer-dictated change until the parties have agreed to an equitable adjustment to the price and/or delivery date. Buyer may, by written notice, request Seller to temporarily suspend performance or delivery hereunder; provided that Seller is reimbursed for additional costs incurred as a result thereof, including but not limited to storage, insurance, preservation, and other reasonable costs attributable to such suspension. Payment of the Agreement price shall become due when Buyer is notified that the products are ready for shipment and Buyer shall be responsible for all price increases instituted by Seller during the period of suspension. Seller shall be granted a reasonable extension of the delivery date to take account of the suspended performance. In the event that the duration of such suspension exceeds ninety (90) days, Seller may, at its option, declare Buyer to be in breach of the Agreement and shall have the right to assert any available remedy under the Agreement or otherwise available at law or in equity. Purchase orders for special, custom or non-stock items or wire cuts may not be cancelable and subject to 100% cancellation charges.

INSPECTION AND ACCEPTANCE. Buyer shall have three (3) business days from the date of delivery to inspect such products for defects and nonconformance and notify Seller, in writing, of any defects, nonconformance or rejection of such products (other than defects or nonconformities due to damage, shortage or errors in shipping which shall be reported as set forth below). Claims for shipping errors or shortages must be made in writing to Seller no more than three (3) business days after receipt of shipment. After such period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier.

RETURN OF PRODUCTS. All returns will be pursuant to Seller's instructions. Buyer must contact Seller for a Return Material Authorization (RMA) prior to returning any product. All returns must reference the RMA number along with the original invoice

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number and the reason for return. Non-warranty returns of normal stock products that are unused and are in resalable condition will be subject to Seller's return policies in effect at the time, including applicable restocking and transportation charges and other conditions of return.

REMEDIES UPON TERMINATION. Upon termination, Buyer shall pay to Seller the following amounts without duplication: (i) the Agreement price for all finished work and completed services which conform to the requirements of the Agreement and not previously paid for; (ii) for products manufactured by others, Buyer shall pay all applicable restocking or cancellation charges including reimbursement for direct costs assessed by the manufacturer (special orders may result in payment of 100% of the Agreement price), (iii) for products manufactured by Seller, Buyer shall pay for reasonable costs including cost of work-in-progress and raw materials purchased by Seller based on Buyer's purchase order and up to 100% of the Agreement price for special order products.

LIMITED WARRANTY.
(a) The warranty obligations of Seller for products, parts, or services manufactured or provided by others and merely sold by Seller shall in all respects conform and be limited to the warranty extended by the manufacturer or service provider, if transferable. Buyer agrees that if products sold hereunder are resold by Buyer, Buyer will include in the agreement for resale provisions which limit recoveries in accordance with these General Terms and Conditions. In case of Buyer's failure to include in any such agreement for resale the terms providing for such limitations, Buyer shall indemnify and hold Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney's fees) arising out of or resulting from such failure.
(b) Seller warrants that any products or part thereof manufactured or designed by Seller will be free from defects in material or workmanship for a period of one year from the date of installation if installed by Seller or one year from the date of delivery if not installed by Seller. Remedies under the foregoing warranty will be limited, at Seller's option, to the replacement, repair or modification of, or issuance of a credit for the purchase price of the products. All product shipping expenses and labor, travel, and per deim expenses for repair personnel travel, lodging and premium labor expenses shall be paid by Buyer. This warranty is of no effect if such products claimed to be defective or any part or component thereof shall have been improperly repaired, altered, installed or operated or subjected to misuse, negligence or accident.
(c) Any warranty claim must be addressed to Seller in writing setting forth sufficient detail to permit identification of the defect and be made no later than thirty (30) days after the expiration of the warranty period set forth above. No employee or agent of Seller is authorized to make any warranty other than that which is specifically set forth herein. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING ALL WARRANTIES OF FITNESS OR OF MERCHANTABILITY OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, and state Seller's entire and exclusive liability and Buyer 's exclusive remedy for any claims in connection with the sale of services, products, their design, suitability for use or operations.

USE AND SAFETY OF PRODUCTS. SELLER DOES NOT GUARANTEE THAT ANY PRODUCTS PURCHASED HEREUNDER MEET BUYER'S SPECIFICATIONS OR INTENDED USE. FAILURE TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL CODES FOR APPROVED INSTALLATION, USE, STORAGE AND REPAIR PROCEDURES AND PRECAUTIONS MAY RESULT IN PROPERTY DAMAGE, INJURY OR DEATH.

INDEMNIFICATION. Buyer represents and warrants that any specifications and information delivered to Seller hereunder do not violate, infringe or constitute a misappropriation of any intellectual property rights of any third party and that Buyer is not aware of any facts upon which such infringement could be based. To the extent permitted by law, Buyer agrees to defend and indemnify Seller, its employees, officers, directors, successors and assigns against any and all claims for damages, claims, suits, penalties, actions, costs and expenses, including reasonable attorneys' fees ("Losses") related to or arising out of (a) the breach of the foregoing warranty; (b) the manufacture or sale of all or any part of the products which are manufactured in accordance with the specifications furnished by Buyer; or (c) Buyer's negligence or willful misconduct; provided that the foregoing indemnification shall not apply to Losses arising solely out of Seller's willful misconduct or gross negligence. Seller agrees to defend and indemnify Buyer, its employees, officers, directors, successors and assigns against any and all Losses to the extent arising only out of (i) the negligence or willful misconduct of Seller or (ii) as it relates to only products manufactured by Seller, infringement of any patent, copyright, trademark and other intellectual property right of any third party (except for infringement that results from Seller's compliance with Buyer's specifications or design, or from Buyer's combination of Seller's products with other products or services). NOTWITHSTANDING THE FOREGOING, SELLER PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) RELATIVE TO ANY THIRD-PARTY PRODUCTS OR SERVICES RESOLD BY SELLER.

DISCLAIMER AND LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY FORM OF INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE). SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, WHETHER OR NOT INSURED, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WILL NOT EXCEED THE COST OF THE PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. SELLER DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT CONTRACTUALLY REQUIRED OF SELLER. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN

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CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S EMPLOYEES, REPRESENTATIVES AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

FORCE MAJEURE. Seller shall not be liable for any loss or damage as a result of any delay in shipment, delivery or installation due to any cause beyond Seller's reasonable control, including without limitation, flood, hurricane, or other act of God, embargo or other governmental act or authority, regulation or request, fire, theft, accident, strike, slowdown, labor dispute, war, riot delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities, whether at Seller's operations or at the operations of a supplier or subSeller to Seller. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance.

EXPORT CONTROL. Products and associated materials supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any products or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the products subject to such denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Seller's discretion.

MISCELLANEOUS. Any failure of Seller to insist upon strict performance of any term of this Agreement shall not be construed as a waiver of its right to strict performance thereafter. The Agreement shall be governed by the laws of the State of Michigan, USA, without regard to its conflicts of laws principles. The parties agree that the 1980 UN Convention on Contracts for the International Sale of Products will not apply. Seller and Buyer hereby agree that any legal proceeding with respect to the Agreement shall be brought only in a court of the State of Michigan or in a court of the United States sitting in Michigan, and both Seller and Buyer submit to and accept generally and unconditionally the personal jurisdiction of those courts. The Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings, representations or promises, whether oral or written, between the parties. Nothing herein shall be construed to limit or waive any rights of Seller under applicable Federal, state or local laws.

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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

MV PF7000 PM Services (VFD Drives High Service Pumps)

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

Supplier/Source Name/Address:

McNaughton-McKay electric Co/Mcnaughton-McKay/6685 Best Friend rd norcorss,Ga 30071

Supplier/Source Contact: **McNaughton-McKay/Cody Marsh** **Phone:** **706-288-8378**

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?

PM AGREEMENT FOR MV PF7000 (VFD FOR HIGH SERVICE PUMP MAINTAINCE CONTRACT)

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.

MCNAUGHTON-MCKAY IS THE SUPPLIER AND INSTALLER OF THESE DRIVES AND HOLD THE WARRANTY

Requestor Information

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

Date of Request: 5/3/2024 Requestor: Matt Jones

Department: Water/wastewater Dept Accting Code: 4432 Phone: 706 938 8464

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 the purchase of ten fire hydrants from Macon Supply Company, lowest quote, in the amount of $27,554.68. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

These fire hydrants are being purchased for replacement of damaged or non-functioning hydrants in the City.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in Operating Supplies for Water Distribution in the amount of $900,000.00. This purchase is for $27,554.68.

Submitted By:
Brandon Lewis

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Macon Supply Company PO.pdf

Griffin
Growing, TOGETHER
Water & Wastewater Department

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

DATE: 4/23/24

FY24 Purchase Order No. _____

Bid/Quote No. 2675

Vendor No. _____

Vendor Name & Address

Macon Supply Company
Attn: Robert Zimmerman
2140 Seventh Street
Macon, Ga. 31202
rzimmerman@maconsupply.com
Ph: 4787431505 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:

City of Griffin
Water & Wastewater Department
700 Beck Street
Griffin, GA 30223

ATTN: Douglas White / Sonia McLemore
Phone: 678-692-0404 Fax: 678-692-0388

- - 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
	- - - -				
FIRE HYDRANT 6" MJ (5.25" X 3 FOOT)	505 - 4400 - 11 - 3602 - 0000	3	EA	2,581.770	7,745.31
(3 RED)	- - - -				
	- - - -				
	- - - -				
FIRE HYDRANT 6" (5.25" X 5 FOOT)	505 - 4400 - 11 - 3602 - 0000	7	EA	2,829.910	19,809.37
(7 RED)	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
COMMENTS:				**Totals: $**	**27,554.68**

5.7.2024

REVISED TO REMOVE THE YELLOW HYDRANTS AS SPALDING COUNTY WILL HANDLE
05-07-24 revised

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY ABC 5/7/24

Dept / Requestor / Date 5/7/24
Department Mgr / Date

Purchasing / Date Deborah M Gilbert 5.7.24
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
4/23/24 9:11

Quotation #: 2675

Requested WHITE, DOUG
Description: FIRE HYDRANT ORDER

Request Date: 04/02/2024
Expiration Date: 10/01/2024
Bid Due By Date: 04/05/2024

Vendor Code/Name: Macon Supply Company

Address: 2140 Seventh Street
Macon GA 3 - 1202

Phone: 478-743-1505
Fax: 478-741-1953
E-Mail: rzimmerman@maconsupply.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
W09-004	FIRE HYDRANT 6" MJ (5.25" X 3')	4-5 WKS	8	EACH	04/02/2024	2581.770	20654.160
W09-015	FIRE HYDRANT 6" MJ (5.25" X 4')	4-5 WKS	5	EACH	04/02/2024	2704.270	13521.350
W09-003	FIRE HYDRANT 6" MJ (5.25" X 5')	4-5 WKS	7	EACH	04/02/2024	2829.910	19809.370
					*** Vendor Total ***		53984.88

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
4/23/24 9:11

Quotation #: 2675

Requested WHITE, DOUG
Description: FIRE HYDRANT ORDER

Request Date: 04/02/2024
Expiration Date: 10/01/2024
Bid Due By Date: 04/05/2024

Vendor Code/Name: CONSOLIDATED PIPE AND SUPPLY

Address: 419 CHAPMAN RD.
BYRON GA 3 - 1008

Phone: 478-956-4777
Fax: 478-956-4776
E-Mail: COLBY.STILL@CPSPIPE.COM

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
W09-004	FIRE HYDRANT 6" MJ (5.25" X 3')	3-6 WEEKS ARO	8	EACH	04/02/2024	2827.710	22621.680
W09-015	FIRE HYDRANT 6" MJ (5.25" X 4')	3-6 WEEKS ARO	5	EACH	04/02/2024	2967.940	14839.700
W09-003	FIRE HYDRANT 6" MJ (5.25" X 5')	3-6 WEEKS ARO	7	EACH	04/02/2024	3105.690	21739.830

*** Vendor Total *** 59201.21

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
4/23/24 9:11

Quotation #: 2675

Requested WHITE, DOUG
Description: FIRE HYDRANT ORDER

Request Date: 04/02/2024
Expiration Date: 10/01/2024
Bid Due By Date: 04/05/2024

Vendor Code/Name: FERGUSON ENTERPRISES INC.

Address: 187 Poplar Street
Macon GA 3 - 1210

Phone: (478) 746 - 4885
Fax: (478) 743 - 3450
E-Mail: drew.petonick@ferguson.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
W09-004	FIRE HYDRANT 6" MJ (5.25" X 3')	LEAD TIME: 5-7 WEEKS	8	EACH	04/02/2024	2931.820	23454.560
W09-015	FIRE HYDRANT 6" MJ (5.25" X 4')	LEAD TIME: 5-7 WEEKS	5	EACH	04/02/2024	3077.200	15386.000
W09-003	FIRE HYDRANT 6" MJ (5.25" X 5')	LEAD TIME: 5-7 WEEKS	7	EACH	04/02/2024	3222.570	22557.990
					*** Vendor Total ***		61398.55

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Blount Construction, low bidder, in the amount of $295,986.17 for paving and landscaping the 6th Street parking lot located at 219 E Bank Street. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The contract with Blount Construction is for a complete full depth reclamation on the 6th Street parking lot located at 219 E Bank Street. Thermo striping will be completed for the parking spaces and directional arrows, the center island will be redone with new curb and gutter along with landscaping (trees, flowers, mulch). The contract includes a complete demo and debris removal to include the current fencing located on E. Bank Street. Blount Construction was the lowest bidder in the amount of $295,986.17. McLeroy was the highest at $296,290.00.

STAFF RECOMMENDATION:

Staff Recommends Approval.

FINANCIAL IMPACT:

TAD 1 funds will be utilized in the amount of $295,986.17 for the project.

Submitted By:
Mariza Eller

Meeting Date:
14/05/2024

ATTACHMENTS:
Griffin 6th at Bank Street Contract_SignedbyBlount.pdf
Certificate.pdf
Blount Construction- Griffin 6th at Bank Street P&P Bonds_Executed.pdf
GDOT Certificate of Qualification - 072024.pdf
Certificate of Existence_Georgia.pdf
Blount Construction Bid Response.pdf
Bid Responses - 6th Street.pdf

STATE OF GEORGIA,

COUNTY OF SPALDING.

AGREEMENT BETWEEN CITY OF GRIFFIN, GEORGIA AND BLOUNT CONSTRUCTION COMPANY, INC. FOR 6th STREET @ BANK STREET PARKING LOT PAVING AGREEMENT

THIS AGREEMENT made this 14 day of May, 2024, by and between Blount Construction Company, Inc., (Contractor), and the City of Griffin, Georgia, a Georgia municipal corporation, (Owner), provides as follows:

WITNESSETH, that the Contractor and the Owner in consideration of the Sum of Ten ($10.00) Dollars paid to Contractor, the sufficiency of which is hereby acknowledged, and the mutual promises and covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good and workmanlike manner in accordance with Georgia Department of Transportation Specifications and Guidelines, the work described in the Bid invitation issued by the Owner, dated February 27, 2024, in response to the Invitation to Bid issued by the Owner for a full depth reclamation, paving, striping, and landscaping of the parking lot located at the southeast corner of 6th Street and Bank street, 219 E. Bank Street within the incorporated boundaries of the City of Griffin (the 'Work'). The following documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein; a) the work described in the Proposal of the Contractor dated February 27, 2024 identified as Exhibit A, the specifications and the Invitation to Bid issued by the Owner identified as Exhibit B. Exhibit A and Exhibit B are attached hereto and, by reference, incorporated herein.

ARTICLE 2. TIME OF COMPLETION

The parties agree that time is of the essence, and therefore the work to be performed under this Contract shall be commenced within 15 days after Notice To Proceed is received, and all work to be completed within 180 days of start.

ARTICLE 3. THE CONTRACT PRICE

The Work shall be performed by the Contractor for a not to exceed price of Two Hundred Ninety – Five Thousand, Nine Hundred and Eight-Six Dollars & Seventeen Cents ($295,986.17) subject only to any additions and/or deductions made pursuant to authorized change orders mutually agreed in writing by the parties.

ARTICLE 4. PAYMENTS

Upon receipt of the Contractor's invoice payments will be made by the Owner to the Contractor for the invoice amount of all Work accepted by the Owner. Acceptance of the Work shall be at Owner's sole reasonable discretion that Contractor has completed the Work invoiced in full conformance with this Agreement per Georgia Prompt Pay Act, O.C.G.A. §13-11-1.

ARTICLE 5. PERFORMANCE AND PAYMENT BONDS

The Contractor must provide a performance bond in the amount of the bid for the faithful performance of this Contract and to indemnify the Owner for any damages should the Contractor fail to perform the contract on time.

The Contractor shall also provide a payment bond in an amount of at least the total amount payable by the terms of this Contract. All bonds shall be in a form meeting the statutory requirements of Georgia law and written by a surety licensed in the State of Georgia.

ARTICLE 6. GENERAL PROVISIONS

1. The Work shall be completed in a good and workmanship like manner and in compliance with the applicable Georgia Department of Transportation Specifications and Guidelines, the terms of this Agreement and all applicable state and federal laws, regulations and codes. The Work shall be subject to inspection and approval by the Owner or its designee.
2. To the extent required by law the Work shall be performed by individuals dully licensed and authorized by law to perform said work.
3. The Contractor shall comply with the provisions of O.C.G.A. 13-10-91.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor(s) and in all instances remain responsible for the proper completion of this Contract.

5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at each time periodic payment is made hereunder.
6. All change orders shall be in writing and signed by both Owner and Contractor.
7. Contractor shall obtain and maintain the following insurance coverage: a) Worker's Compensation as required by Georgia law; b) Commercial General Liability $1,000,000.00 each occurrence, $1,000,000.00 in the aggregate; and c) Automobile Liability $1,000,000.00 combined single limit. The Owner shall be named as an additional insured on said Commercial General Liability and Automobile Liability policies. Upon request Contractor shall provide proof of said insurance to the Owner.
8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the area of work in a clean condition.
10. In the event Owner shall fail to pay and periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. The contract will need to be interpreted and construed under Georgia law with the Superior Court of Spalding County, Georgia being the forum.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, weather or general unavailability of materials.
13. The Contractor warrants that materials furnished under this Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The obligation of this paragraph shall survive acceptance of the Work and termination of the Agreement. Contractor warrants all work for a period of twelve (12) months following completion and acceptance of the work by the Owner.

Signed this _____ day of _____, 2024.

Contractor: Blount Construction Company, Inc.

By: _____

Title: Jason Walker, Vice President

BLOUNT CONSTRUCTION CO., INC. CORPORATE SEAL 1946 GEORGIA

City of Griffin, Georgia

Owner

By: _____

Title: _____

Attest: _____

Jessica W. O'Connor, Secretary

(SEAL)

Approved as to form:

By: Andrew J. Whalen, III

Andrew J. Whalen, III

City Attorney for the City of Griffin, GA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 404-633-4321 **FAX (A/C, No):** 404-633-1312 **E-MAIL ADDRESS:** certs@yatesins.com
INSURED BLOUCO01-C Blount Construction Co Inc 1730 Sands Place Marietta GA 30067	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** BITCO National Insurance Company — 20109 **INSURER B :** Great American Insurance Company — 16691 **INSURER C :** BITCO General Insurance Corporation — 20095 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 112880818 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CLP3737770	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP3737771	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			TUU033025215	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3737769	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations and Automobile Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Workers' Compensation; Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits, forms, terms, conditions, and exclusions.

See Attached...

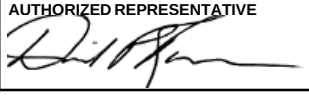
CERTIFICATE HOLDER

City of Griffin, Georgia
100 S. Hill Street
Griffin, GA 30223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: BLOUCO01-C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Yates, LLC	Blount Construction Co Inc 1730 Sands Place Marietta GA 30067
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

FORMS:
GL3086 (10/19) - Transportation Contractors Extended Liability Coverage
AP0401 (10/17) - Broadened Coverage - Automobiles
WC000313 (4-84) - Waiver of Our Right to Recover From Others Endorsement
GAI6003 (6/97) - Schedule of Underlying Insurance

Project: 6th Street @Bank Street Parking Lot

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Suits Against Dredges and Barges

M. [X] Insured Contract Extension - Railroad Property and Construction Contracts

N. [X] Construction Project General Aggregate Limits

O. [X] Fellow Employee Coverage

P. [X] Property Damage Liability - Elevators

Q. [X] Care, Custody or Control

R. [X] Electronic Data Liability Coverage

S. [X] Consolidated Insurance Program Residual Liability Coverage

T. [X] Automatic Additional Insureds – Managers or Lessors of Premises

U. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

V. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

W. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c**. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3)** and **2.j.(4)** of **SECTION I, COVERAGE A** , do not apply to the use of elevators.

2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

R. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

. **p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

S. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

T. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, **Paragraph A.5., Transfer of Rights of Recovery Against Others to Us**, is deleted and replaced with the following:

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

The **COMMON POLICY CONDITIONS**, Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS, is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5**. does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions. This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS OPERATING UNDER A WRITTEN "INSURED CONTRACT" WHEN SUCH CONTRACT REQUIRES A WAIVER OF SUBROGATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance

GAI 6003
(Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) BITCO NATIONAL INSURANCE COMPANY POLICY: T.B.D. 1/1/24 TO 1/1/25	Employers Liability	Bodily Injury By Accident $ 1,000,000. each accident Bodily Injury By Disease $ 1,000,000. policy limit $ 1,000,000. each employee

b) BITCO GENERAL INSURANCE CORP. POLICY: T.B.D. 1/1/24 TO 1/1/25	Automobile/Garage
	(X) Any Automobile
	( ) Owned Automobile Only
	( ) Specifically Designated Automobile
	( ) Hired Automobile
	( ) Non-owned Automobile
	( ) Garage Liability
	(X) DEFENSE OUTSIDE THE LIMIT
		( ) Split Limit
		Bodily Injury Liability
		$ each person
		$ each accident
		Property Damage Liability
		$ each accident
		(X) Combined Single Limit
		$ 1,000,000. each accident
		( ) Garage Operations
		$ Auto only each accident
		$ Other than auto each accident
		$ Other than auto aggregate

	( ) Garagekeepers Liability	$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
c) ( )	Comprehensive General Liability including	( ) Split Limit Bodily Injury Liability
	( ) Products-Completed Operation Liability	$ each occurrence
	( ) Broad Form Endorsement	$ aggregate Property Damage Liability
	( )	$ each occurrence
		$ aggregate
	( )	( ) Combined Single Limit
		$ each occurrence
		$ aggregate
OR	OR	OR
(X) BITCO NATIONAL INSURANCE COMPANY POLICY: T.B.D. 1/1/24 TO 1/1/25 (X) DEFENCE OUTSIDE THE LIMIT	Commercial General Liability (X) Occurrence Form ( ) Claims-Made Form (X) GENERAL AGGREGATE APPLIES PER PROJECT	$2,000,000. General Aggregate Limit $2,000,000. Products-Completed Operation Aggregate Limit $1,000,000. Personal and Advertising Injury Limit
Retroactive Date		$1,000,000. Each Occurrence Limit
d) BITCO NATIONAL INSURANCE COMPANY POLICY: T.B.D. 1/1/24 TO 1/1/25	EMPLOYEE BENEFIT LIABILITY	$1,000,000. EACH EMPLOYEE $2,000,000. AGGREGATE

YATES
Commercial & Personal Insurance, Benefits, & Bonds

April 30, 2024

City of Griffin
110 South Hill Street
Griffin, Georgia 30224

Bond Number: 107978307
Principal: Blount Construction Company, Inc.
Project: 24-008, 6th Street @ Bank Street Parking Lot

Dear Sir/Madam:

Please accept this letter as your authorization to date the Performance and Payment Bonds and Powers of Attorney the same date as you date the contract for the captioned project.

Should there be any questions, please give me a call.

Sincerely,

Travelers Casualty and Surety Company of America

Daniel Yates
Attorney in Fact
daniel.yates@yatesins.com

Bond No. 107978307

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Blount Construction Company, Inc.
1730 Sands Place
Marietta, GA 30067

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CIty of Griffin
100 South Hill Street
Griffin, GA 30223

CONSTRUCTION CONTRACT
Date:

Amount: $ 295,986.17 Two Hundred Ninety Five Thousand Nine Hundred Eighty Six Dollars and 17/100

Description:
(Name and location)
24-008, 6th Street @ Bank Street Parking Lot

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 295,986.17 Two Hundred Ninety Five Thousand Nine Hundred Eighty Six Dollars and 17/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Blount Construction Company, Inc.

BLOUNT CONSTRUCTION COMPANY CORPORATE SEAL 1946 GEORGIA

Signature: _____
Name and Title: Jason Walker, Vice President

SURETY

Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Signature: _____
Name and Title: Daniel Yates, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Yates, LLC
2800 Century Parkway, NE, Suite 300
Atlanta, GA 30345
404-633-4321

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

Bond No. 107978307

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Blount Construction Company, Inc.
1730 Sands Place
Marietta, GA 30067

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CIty of Griffin
100 South Hill Street
Griffin, GA 30223

CONSTRUCTION CONTRACT
Date:

Amount: $295,986.17 Two Hundred Ninety Five Thousand Nine Hundred Eighty Six Dollars and 17/100

Description:
(Name and location)
24-008, 6th Street @ Bank Street Parking Lot

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $295,986.17 Two Hundred Ninety Five Thousand Nine Hundred Eighty Six Dollars and 17/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Blount Construction Company, Inc.

Signature: _____

Name and Title: Jason Walker
Vice President

BLOUNT CONSTRUCTION CO. INC. CORPORATE SEAL 1946 GEORGIA

SURETY
Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: _____

Name and Title: Daniel Yates
Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Yates, LLC
2800 Century Parkway, NE, Suite 300
Atlanta, GA 30345
404-633-4321

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company** **Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Daniel Yates of Atlanta , GA , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107978307
OR
Project Description: 24-008, 6th Street @ Bank Street Parking Lot

Principal: Blount Construction Company, Inc.
Obligee: City of Griffin

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of , .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 21, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 2BL590

Blount Construction Company, Inc.
1730 Sands Place
Marietta, GA 30067

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING:	**$394,000,000.00**
CERTIFICATE EXPIRES:	**July 31, 2024**
PRIMARY WORK CLASS/CODE:	**400**
SECONDARY WORK CLASS(ES)/CODE(S):	**205, 209, 301, 310, 424, 432, 441 and 550**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov, O=Georgia Department of Transportation, OU=Division of Construction - Director, CN="Marc Mastronardi, P.E."
Date: 2022.09.26 11:03:30-04'00'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

Control Number : H400822

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

BLOUNT CONSTRUCTION COMPANY, INC.
a **Domestic Profit Corporation**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	:	25175495
Date Inc/Auth/Filed	:	08/31/1956
Jurisdiction	:	Georgia
Print Date	:	05/09/2023
Form Number	:	211

Brad Raffensperger

Brad Raffensperger
Secretary of State

ORIGINAL

Griffin
Growing TOGETHER

CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL COVER

BID #24-008

For

6th Street @ Bank Street Parking Lot

Submitted by:

Name of Company: Blount Construction Company, Inc.

Mailing Address: 1730 Sands Place

City/State/Zip: Marietta, Georgia 30067

Phone (including area code): 770-541-7333

E-mail: Jason.Walker@blountconstruction.com

Submittal Deadline:
April 2, 2024 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
24-008

All solicitations MUST contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.
I certify that this bid response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Blount Construction Company, Inc
Company Name

Signature of Authorized official of company

Jason Walker
Printed Name

Sworn to and subscribed before me this 2 **day of** April **, 20**24.

Notary Public:

County: Cherokee

Commission Expires: 9-16-2025

KELLEY M PAYNE NOTARY PUBLIC CHEROKEE COUNTY GEORGIA MY COMMISSION EXPIRES SEPTEMBER 16, 2025

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

No — **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

No — **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

No — **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

No — **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

No — **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

No — **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

JW — **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

JW — **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

JW — **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

JW — **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

JW — **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page**. The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement JW

Addendum No. 1 dated 2/27/2024 Acknowledgement JW

Addendum No. 2 dated 3/18/2024 Acknowledgement JW

Addendum No. 3 dated 3/18/2024 Acknowledgement JW

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the bid if the addendum contained information which substantively changes the City's requirements.

BID RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes X Not yet ___

The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: Blount Construction Company, Inc.

MAILING ADDRESS: 1730 Sands Place

CITY /STATE/ZIP: Marietta, Georgia 30067

PHONE (including area code): 770-541-7333 E-MAIL: Jason.Walker@blountconstruction.com

AUTHORIZED SIGNATURE	TITLE
Jason Walker	Vice President
NAME (PRINTED)	TITLE (PRINTED)

PROJECT BID QTY LIST

6th Street Parking Lot - 2024

GDOT ITEM DESCRIPTION	GDOT PAY ITEM	UNITS	PROJECT UNIT QTY	EXTENDED UNIT TOTAL
TRAFFIC CONTROL	**150-1000**	**LS**	1	$12,875.56
MOBILIZATION	151-1000	LS	1	$38,712.25
FULL DEPTH RECLAMATION	205-0100	SF	26,000	$51,740.00
2" ASPHALT TOPPING - 9.5MM	400-0200	SY	2800	$63,000.00
BITUMINOUS TACK COAT	413-1000	GL	2800	$840.00
PORTLAND CEMENT	301-5000	SY	2600	$34,970.00
TESTING			1	$13,716.50
THERMOPLASTIC SOLID PARKING LINES, IN WHITE	653-1906	LS	500	$4,445.00
THERMOPLASTIC TRAFFIC DIRECTIONAL ARROWS, IN WHITE - 150MM	653-0150	LS	140	$560.00
BACKFILL PLANTER	009-2002	LS	1	$3,850.00
FDR - BASE COURSE / Fine Grading	306-0100	SF	24,000	$8,640.00
CONC CURB & GUTTER – 24"	441-6218	LF	750	$31,807.50
REMOVE CHAIN FENCE & POLES	610-5791	POLES	28	$2,836.96
CORNUS FLORIDA	702-0180	EA	6	$5,250.00
ILEX CRENATA	702-0395	EA	22	$3,234.00
VIBURNUM PRUNIFOLIUM	702-1092	EA	45	$8,505.00
ROSA BANKSIAE	702-0985	EA	4	$588.00
DEBRI REMOVAL	215-4000	CY	90	$9,365.40
HANDICAPP PARKING W/ SIGN AND EMBLEM THERMO IN PARKING SPOT X1	653-0095	EA/LS	1 / 140 LS	$525.00
HANDICAPP PARKING W/ SIGN VAN ACCESSIBLE AND EMBLEM THERMO IN PARKING SPOT X1	653-0095	EA/LS	1 / 140 LS	$525.00

Bid Report

Project:	6th Street @ Bank Street Parking Lot	Project No.:	24-090
Location:	Bank Street, Griffin, GA	Bid Date:	04/02/2024

Pay Item	Description	Quantity	Unit	Unit Price	Extension
150-1000	TRAFFIC CONTROL	1.000	L.S.	12,875.56	12,875.56
151-1000	MOBILIZATION	1.000	L.S.	38,712.25	38,712.25
205-0100	FULL DEPTH RECLAMATION	26,000.000	S.F.	1.99	51,740.00
400-0200	2" ASPHALT TOPPING - 9.5MM	2,800.000	S.Y.	22.50	63,000.00
413-1000	BITUMINOUS TACK COAT	2,800.000	GAL	0.30	840.00
301-5000	PORTLAND CEMENT	2,600.000	S.Y.	13.45	34,970.00
1	TESTING	1.000	L.S.	13,716.50	13,716.50
653-1906	THERMOPLASTIC SOLID PARKING LINES, INWHITE	500.000	L.S.	8.89	4,445.00
653-0150	THERMOPLASTIC TRAFFIC DIRECTIONALARROWS, IN WHITE - 150MM	140.000	L.S.	4.00	560.00
009-2002	BACKFILL PLANTER	1.000	L.S.	3,850.00	3,850.00
306-0100	FDR - BASE COURSE - Fine Grading	24,000.000	S.F.	0.36	8,640.00
441-6218	CONC CURB & GUTTER – 24"	750.000	L.F.	42.41	31,807.50
610-5791	REMOVE CHAIN FENCE & POLES	28.000	POLE	101.32	2,836.96
702-0180	CORNUS FLORIDA	6.000	EACH	875.00	5,250.00
702-0395	ILEX CRENATA	22.000	EACH	147.00	3,234.00
702-1092	VIBURNUM PRUNIFOLIUM	45.000	EACH	189.00	8,505.00
702-0985	ROSA BANKSIAE	4.000	EACH	147.00	588.00
215-4000	DEBRI REMOVAL	90.000	C.Y.	104.06	9,365.40
653-0095	HANDICAPP PARKING W- SIGN AND EMBLEM THERMO IN PARKING SPOT X1	1.000	EACH	525.00	525.00
653-0095	HANDICAPP PARKING W- SIGN VAN ACCESSIBLE AND EMBLEM THERMO INPARKING SPOT X1	1.000	EACH	525.00	525.00
	TOTAL:				**295,986.17**

McLeRoy -

Piedmont - 274,363.36

Atl Paving - 193,776.49

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: Forsyth County Procurement Department

Brief Description of Project: Resurfacing, Patching, Milling, Crack Filling/Sealing, Striping, Traffic Control

Completion Date: April 2022

Contact Person: Tim Allen - Assistant Director of Engineering

Telephone: 770-888-8872 E-mail: tallen@forsythco.com

REFERENCE 2:
Company Name: City of Dunwoody

Brief Description of Project: Reclamation, Milling Resurfacing- over 200 streets

Completion Date: 2021-2023 various

Contact Person: David Ayers- Senior Project Manager

Telephone: 678-382-6854 E-mail: David.Ayers@dunwoodyga.gov

REFERENCE 3:
Company Name: Coweta County

Brief Description of Project: Milling, Reclamation, Asphalt Paving, Striping, Traffic Control

Completion Date: September 2022

Contact Person: Bob Palmer

Telephone: 770-254-3775 E-mail: BPalmer@coweta.ga.us

COMPLETED BY:
Company Name: Blount Construction Company, Inc.

Contact Person: _____ Jason Walker
(Signature) (Printed Name)

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

*Must be completed for all bids with an aggregate total of more than $99,000.00.

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Blount Construction Company, Inc.
- Physical Location Address: 1730 Sands Place
  Marietta, Georgia 30067
- Federal Identification Number (FEI): 58-0670994
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 098106-35
  - Sales and Use Tax Number: 214-262468
  - Withholding Tax Number: 0969728-IT
- What type of service will you perform? full depth reclamation
- Will you sell any tangible personal property or goods? No
- Supplier's Affiliate's Name: n/a
  - FEI: n/a
  - STI: n/a
  - Sales and Use Tax Number: n/a
  - Withholding Tax Number: n/a

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Mitch Mathews
  - Telephone Number: 770-541-7333
  - E-mail Address: Mitch.Mathews@blountconstruction.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

SUPPLIER'S RFP/ITB CHECKLIST

X 1 **Read the *entire* document,** paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all bid specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.

X 2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/ITB from inception until after award.

X 3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/ITB. Pre-bid conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other bid-related meetings) are considered part of the evaluation criteria.

X 4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events.* Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.

X 5 **Follow the format required in the RFP/ITB** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.

X 6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.

X 7 **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the bid itself with your response.

X 8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/ information required by the State of Georgia. The City cannot award a bid to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.

X 9 **Check the City website for RFP/ITB addenda.** All addenda issued for the RFP/ITB are posted on the City's website under the associated bid posting. Do not assume that if you received an individual notification of the bid, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at http://www.cityofgriffin.com (select 'Resources', then 'Bid Opportunities') to confirm if any addenda were issued for the RFP/ITB. If so, you must acknowledge each addendum on the Response document.

X 10 **Review and read the RFP/ITB document again** to make sure that you have addressed all requirements. Once the bid deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.

X 11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.

X 12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.

SUPPLIER REGISTRATION

Supplier Registration with the City Of Griffin consists of the following:

The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin supplier, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.

TO REGISTER:

- ✓ Please visit our website at www.cityofgriffin.com
- ✓ Select "Resources"
- ✓ Select "Register my Business with the City"
- ✓ Complete your registration by following the instructions provided
    - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:
        - **Supplier Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of $2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number**.
        - **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.

Note: *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.

STATE OF GEORGIA
CITY OF GRIFFIN

SUPPLIER (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) __X__ My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

BY: Authorized Officer or Agent	Jason Walker *Printed Name*	4/2/2024 *Date*
Blount Construction Company, Inc. *Company / Contractor Name*	Vice President *Title of Authorized Officer or Agent of Contractor*	

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

129210
EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me
This 2 day of April, 20 24
Notary Public Kelley M Payne
My commission expires: 9-16-2025

KELLEY M PAYNE NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 16, 2025

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (!RCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV *I* Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

BID BOND

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)

Blount Construction Company, Inc.
1730 Sands Place
Marietta, GA 30067

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

City of Griffin
100 South Hill Street
Griffin, GA 30223

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

6th Street @ Bank Street Parking Lot [219 E Bank Street, Griffin, Georgia 30223] - Solicitation # 24-008

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of April, 2024

Blount Construction Company, Inc.
(Principal) (Seal)

By:
(Witness) Kelley Payne (Title) Jason Walker Vice President

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By:
(Witness) Jenna Jones (Title) Daniel Yates Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Daniel Yates of Atlanta , GA , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR
Project Description: 6th Street @ Bank Street Parking Lot [219 E Bank Street, Griffin, Georgia 30223] - Solicitation # 24-008

Principal: Blount Construction Company, Inc.
Obligee: City of Griffin

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of April , 2024 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BLOUNT Construction Company, Inc.

CONTRACTOR'S CERTIFIED QUALIFICATION STATEMENT

Submitted on behalf of

Blount Construction Company, Inc.
1730 Sands Place, Marietta, GA 30067
Phone: 770-541-7333 / Fax: 770-541-7340

The Company is a Georgia corporation. It was incorporated under its present name in 1956, after operating as George C. Blount & Son Inc. for approximately 10 years.

Organization/Management Structure:

Name	Experience	Title
Bob Cathcart	32 years	Director & President
David Faust	29 years	Director & Exec VP
Greg Schultz	32 years	Director & Sr Vice President Fleet & Equipment
Shawn England	29 years	VP Estimating & Contract Administration
Mitch Matthews	16 years	Controller
Jason Walker	25 years	VP Base & Paving
Erik van der Heijden	18 years	Estimator /Project Manager
Antwane Calloway	26 years	Estimator /Project Manager
Peter Psyhogios	5 years	Estimator /Project Manager
Blake Merritt	5 years	Estimator /Project Manager
Doug Myers	32 years	Superintendent
Raul Chavarria	36 years	Superintendent
Jason Johnston	28 years	Superintendent
Michael Ozburn	14 years	Asst Superintendent
Brad Ketner	33 years	Safety Manager

Blount Construction currently has 170 full time employees, the employees assigned to this project will have extensive experience in all types of work. Blount has been providing service for 70 years. Employees are certified in Traffic control, First Aid, CPR and numerous certifications as required in the industry.

The Company is capable of performing the following work with its own forces:

Public Works Road Maintenance Crews
Site Work Contract Management and Supervision
Clearing, Grubbing, Grading, and Erosion Control
Storm Drainage and Sanitary Sewer
Concrete Curb and Paving
Stone Base and Asphalt Paving
Soil Cement Base
Stabilization of Unsuitable Subgrade for Grading or Paving
In-Place reclaiming of Asphalt Paving

The Company is an Prequalified Contractor by the Georgia Department of Transportation, with a current capacity rating of $394.0 million.

Other Facilities: Cumming Asphalt Plant (770-887-0579)
911 Canton Hwy, Cumming, GA 30040

Rome Asphalt Plant (706-234-4051)
3990 Martha Berry Hwy, Rome, GA 30165

Shop & Equipment Yard (770-564-0431)
5200 Webb Pkwy, Lilburn, GA 30130

Legal Actions: Blount Construction Company, Inc. has not had any legal actions on any past or current projects.

Equipment: All equipment is owned.

Insurance Agent: Yates Insurance Agency
2800 Century Pkwy NE, Suite 300
Atlanta, GA 30345

David Rawson
404-633-4321

CPA: Smith, Adcock & Company
6120 Powers Ferry Rd., Suite 250
Atlanta, Georgia 30339

Jeff Woolums
404-252-2208

Project References: City of Dunwoody - **Various FDR, Resurfacing, Paving Projects 22-24**
4800 Ashford Dunwoody Road Dunwoody, GA 30338
David Ayers: 678-382-6854

City of Milton - **Various FDR, Resurfacing, Paving Projects 22-24**
2006 Heritage Walk
Milton, GA 30004
Matthew Fallstrom: 678-242-2558

Coweta County - **Various FDR, Resurfacing, Paving Projects 22-24**
22 East Broad Street
Newnan, GA 30263
Bob Palmer: 770-683-7623

BLOUNT Construction Company, Inc.

1730 Sands Place
Marietta, GA 30067
Phone: 770-541-7333
Fax: 770-541-7340

Cover Letter with Brief Business Profile

Blount Construction Co., Inc. is a civil construction company founded in 1946 by George C. Blount. Blount Construction became 100% employee owned in 1997 when George C. Blount Jr. passed away. Blount Constructions' mission statement describes them best:

"Blount Construction Co., Inc. is a dynamic employee-owned civil construction company with integrity whose people are committed to deliver safe, cost-effective and quality turnkey solutions to our customers while utilizing and creating innovative rehabilitation techniques to improve sustainability in our environment."

Blount Construction Co., Inc. has tripled in size over the past ten years and currently employs an average of 160 owners. Blount Construction operates two asphalt plants, Forsyth County and Floyd County; an equipment shop in Gwinnett County and the main office is located in Cobb County.

Blount Construction Co., Inc. is an active member of the Georgia Utility Contractors Association, the Georgia Highway Contractors Association, U.S. Green Build Council, National Association of Women in Construction, Forsyth County Chamber of Commerce, Metro Atlanta Chamber of Commerce, National ESOP Association, Georgia Asphalt Association, and the National Asphalt Recycling & Reclaiming Association.

Notable contracts over the past 70 plus years include: the 1-85 Viaduct joint venture project with Bellamy Brothers in 1975, one of the largest GADOT projects ever awarded at that time; Construction of the New Georgia Railroad to Stone Mountain Park in 1988 for the Democratic National Convention; Sitework for the CDC Central Utility Plant and Lab 110 building including a 1500-foot utility tunnel in 1998; 30 miles of Full Depth Reclamation on the National Park Service and Mississippi DOT Natchez Trace Parkway in 2003; Sitework for the complete three city block re-development of The Streets of Buckhead including Brownfield remediation in 2008, Stabilizing 300,000 sq. yds. of the Memphis Intermodal Rail Yard, 2012. Annually, Blount completes 1 Million sq. yds. of FDR and Soil Stabilization.

Blount continues to expand its operation to the Public Works Sector by providing road maintenance crews for the City of Sandy Springs for 12 years, previously with City of Johns Creek for 5 years. Currently we perform approximately 50% of our workload for Government Agencies.

Business Information

Blount Construction Company, Inc.
Office Address: 1730 Sands Place, Marietta, Georgia 30067
Shop Address: 5200 Webb Parkway, Lilburn, Georgia 30047
Plant Addresses: 911 Canton Highway, Cumming, Georgia 30040
3990 Martha Berry Highway, Rome, Georgia 30165

BLOUNT Construction Company, Inc.

1730 Sands Place
Marietta, GA 30067
Phone: 770-541-7333
Fax: 770-541-7340

Resume Statement of Qualifications

Bob Cathcart
Bob.Cathcart@blountconstruction.com

2019 -	President of EEO/ Safety/ Director
2016 - 2019	Vice President of Privates Services Development
2004 - 2016	Estimator/Sales/Manager of Reclamation, Asphalt and Concrete
1999 - 2004	

David Faust
David.Faust@blountconstruction.com

2016 -	Executive Vice President of Asphalt and Base/ Director
2003 - 2016	Project Manager/ Sales/ Estimating of Reclamation and Soil Stabilization
2001 - 2003	Reclamation and Base Stabilization Marketing and Outside Sales

Shawn England
Shawn .England@blountconstruction.com

2016 -	Vice President Concrete and Pavement Preservation/ Director
2014 - 2016	Project Manager/ Sales/ Estimator of Pavement Preservation Concrete
2003 - 2014	Superintendent
1994 - 2003	Concrete Foreman

Jason Walker
Jason. Walker@blountconstruction.com

2024 -	Vice President of Base and Pavement Preservation
1999 - 2023	Estimating/Sales/Project Managerof Reclamation and Concrete Asphalt

Greg Schultz
Greg.Schultz@blountconstruction.com

2018 -	Vice President of Fleet Operations
2016 - 2017	Supervisor of Fleet Operation
2011 - 2016	Regional Sales Manager

References

Forsyth County - 110 East Main Street, Cumming, GA
Tim Allen: 770-781-2101/ tallen@forsythco.gov

City of Dunwoody - 4800 Ashford Dunwoody Road, Dunwoody, GA
David Ayers: 678-382-6854/ David.Ayers@dunwoodyga.gov

City of Stockbridge - 4640 North Henry Blvd., Stockbridge, GA
Decius Aaron: 770-474-1232/ daaron@cityofstockbridge.com

Available Resources

Equipment - all equipment is owned.

Self-Perform Work Offered

- Storm Drainage & Sanitary Sewer
- Site Work Contract Management and Supervision
- Clearing, Grubbing, Grading & Erosion Control
- Concrete Curb & Paving/ Stone Base & Asphalt Paving
- Soil Cement Base
- Stabilization of Unsuitable Subgrade for Grading or Paving

Previously Related Experience

NAME	CLIENT NAME	CLIENT ADDRESS	CITY, ZIP, STATE	CONTRACT	DESCRIPTION
Prologis-4004 Tradeport Blvd	Prologis, L.P.	3475 Piedmond Rd NE, Suite 650	Atlanta, GA 30305	$ 269,794.00	FDR and Paving
Valor Communities-Windsor Park S/D	VALOR COMMUNITIES	5409 Cedar Creek Dr.,	Bessemer,AL 35022	$ 639,611.00	Full Depth Reclamation/Resurfacing
Plateau-RiverPoint 12 Pad Apron Stabil	Plateau Excavation, Inc.	375 Lee Industrial Boulevard,	Austell, GA 30168	$ 815,532.00	Full Depth Reclamation/Resurfacing
Cresswind@Lake Lanier-Cresswind@Lake Lan	Cresswind at Lake Lanier	3300 Cresswind Marine Drive	Gainesville, GA 30504	$ 139,808.00	FDR & Resurfacing
2020 Coweta Resurfacing	Coweta County	21 East Washington Street	Newnan, GA 30263	$ 1,925,804.00	Full Depth Reclamation/Resurfacing
ALDOT Call 35 Perry Co.CR12	Alabama DOT	204 Marina Drive	Tuscaloosa, AL 35407	$ 2,457,501.00	Full Depth Reclamation/Resurfacing
FY20 City of Milton Resurfacing	CW Matthews Contracting	P.O. Box 970,	Marietta, GA 30061	$ 1,250,860.00	Full Depth Reclamation
Great Southern Wood Milling-FDR Paving	Great Southern Wood Preserving	P.O. Box 610	Abbeville, AL 36310	$ 707,217.00	Full Depth Reclamation/Resurfacing
Dawson County Three Collector Roads	Dawson County	75 Justice Way, Suite 2223	Dawsonville, GA 30534	$ 4,051,053.00	FDR and Resurfacing
City Of Kennesaw-Street Resurfacing	City of Kennesaw	2529 JO Stephenson Avenue,	Kennesaw, GA 30144	$ 412,889.00	Resurfacing
City Of Decatur-Resurfacing Project	City of Decatur	2635 Talley Street, PO Box 220	Decatur, GA 30031	$ 856,142.00	Resurfacing and Concrete
City Of Stockbridge- LMIG	City of Stockbridge	4640 North Henry Blvd.	Stockbridge, GA 30281	$ 1,199,263.00	Milling/Paving
2020 Resurfacing Project Forsyth	Forsyth County	514 West Maple Street, Suite 104	Cumming, GA 30040	$ 5,621,240.00	Resurfacing
ER Snell-Columbia Co LMIG	ER Snell Contractor	P.O. Box 306,	Snellville, GA 30078	$ 1,131,842.00	Resurfacing
IDI Logistics-NW 75 Logistics Center	IDI NW 75 Logistics, LLC	1197 Peachtree Street NE, Suite 600	Atlanta, GA 30361	$ 1,844,133.78	Resurfacing
Cobb Co-Cobb Resurfacing Local Rd	Cobb County D.O.T. (1841)	1890 County Services Parkway	Marietta, GA 30008	$ 4,822,954.00	Resurfacing
Lamar Co AL RRR-LCP-38-03-21 (CR28)	Lamar County	408 Thomaston Street, Suite F	Barnesville, GA 30204	$ 713,621.00	Full Depth Reclamation/Resurfacing
City of Cartersville- Resurfacing	City of Cartersville	330 S. ERWIN St.,	Cartersville, GA 30120	$ 637,589.00	Resurfacing
Coweta Co-Crack Relief Interlayer	Coweta County	21 East Washington Street	Newnan, GA 30263	$ 1,625,254.00	Patching/Crack Relief/Overlay
Coweta Co-FDR & Resurfacing	Coweta County	21 East Washington Street	Newnan, GA 30263	$ 4,370,981.00	Full Depth Reclamation/Resurfacing
KBD-Buford Commerce Park Soil Cement	Kajima Building & DesignGroup	3490 Piedmont Road NE, Suite 900	Atlanta, GA 30305	$ 1,245,314.00	FDR
Dunwoody Street Resurfacing	City of Dunwoody	41 Perimeter Center East, Suite 250	Dunwoody, GA 30346	$ 2,960,709.00	Resurfacing
Forsyth County Resurfacing	Forsyth County	514 West Maple Street, Suite 104	Cumming, GA 30040	$ 5,498,726.75	Resurfacing
Sandy Springs CIP LMIG Resurfacing Base bid	City of Sandy Springs	1 Galambos Way	Sandy Springs, GA	$7,069,868.98	Full Depth Reclamation/Resurfacing

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 21, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 2BL590

Blount Construction Company, Inc.
1730 Sands Place
Marietta, GA 30067

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING:	**$394,000,000.00**
CERTIFICATE EXPIRES:	**July 31, 2024**
PRIMARY WORK CLASS/CODE:	**400**
SECONDARY WORK CLASS(ES)/CODE(S):	**205, 209, 301, 310, 424, 432, 441 and 550**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov, O=Georgia Department of Transportation, OU=Division of Construction - Director, CN="Marc Mastronardi, P.E."
Date: 2022.09.26 11:03:30-04'00'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO: UC300494
Blount Construction Company, Inc.

1730 Sands Place
Marietta GA 30067

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 07/21/1995

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Blount Construction Company, Inc.
1730 Sands Place
Marietta GA 30067

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No: UC300494
Blount Construction Company, Inc.

1730 Sands Place
Marietta GA 30067

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 07/21/1995

TRAVELERS
Insurance. In-synch.SM

Daniel Yates
Attorney-in-Fact

Yates, LLC
2800 Century Parkway, Suite 300
Atlanta, Georgia 30345

404-633-4321 (phone)
404-248-0444 (fax)
daniel.yates@yatesins.com

February 7th, 2024

To Whom It May Concern:

Statement of Bonding Position for Blount Construction Company, Inc.

We are pleased to confirm that Yates, LLC currently handles the contract bonding requirements of Blount Construction Company, Inc., through Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America carries an A. M. Best's Rating of A+ Superior (XV) and is listed on the U. S. Treasury Department Circular 570 as an approved surety on Federal projects. Travelers Casualty and Surety Company of America has been the surety company for Blount Construction Company, Inc. for over 20 years.

We are currently in a position to provide Bid, Performance, and Payment Bonds for Blount Construction Company, Inc. for single projects in the $15,000,000 range with an aggregate work program in the $50,000,000 range. Special acceptance for higher levels could be considered upon submission of job details. Any bonds issued would, of course, be subject to our normal underwriting review of the contract documents, bond forms, terms of project financing and other underwriting factors at the time a bond is actually requested.

The Yates Insurance Agency has handled contractors bonding and insurance since 1949 and is proud provide bonding for Blount Construction Company, Inc. With several hundred bonded and insured contractors, it is our assessment that Blount Construction Company, Inc. is well equipped, highly experienced, and properly financed and we can provide our full recommendation to any prospective project owners.

If we can be of any further assistance, please feel free to contact us at 404-633-4321.

Regards,

YATES, LLC

Daniel Yates
Attorney-in-fact

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 FAX (A/C, No): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com
INSURED BLOUCO01-C Blount Construction Co Inc 1730 Sands Place Marietta GA 30067	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : BITCO National Insurance Company — 20109 INSURER B : Great American Insurance Company — 16691 INSURER C : BITCO General Insurance Corporation — 20095 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2126989366 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CLP3737770	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			CAP3737771	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUU033025215	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC3737769	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations and Automobile Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Workers' Compensation; Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits, forms, terms, conditions, and exclusions.

See Attached...

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BLOUCO01-C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Yates, LLC	Blount Construction Co Inc 1730 Sands Place Marietta GA 30067
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

FORMS:
GL3086 (10/19) - Transportation Contractors Extended Liability Coverage
AP0401 (10/17) - Broadened Coverage - Automobiles
WC000313 (4-84) - Waiver of Our Right to Recover From Others Endorsement
GAI6003 (6/97) - Schedule of Underlying Insurance

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Blount Construction Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1730 SANDS PLACE

Requester's name and address (optional)

6 City, state, and ZIP code

MARIETTA, GEORGIA 30067

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

5	8	-	0	6	7	0	9	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Kelley Payne | **Date** ▶ 3/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PROJECT BID QTY LIST

McLeRoy

6th Street Parking Lot - 2024

GDOT ITEM DESCRIPTION	GDOT PAY ITEM	UNITS	PROJECT UNIT QTY	EXTENDED UNIT TOTAL
TRAFFIC CONTROL	**150-1000**	**LS**	1	$26,500.00
MOBILIZATION	151-1000	LS	1	$62,500.00
FULL DEPTH RECLAMATION	205-0100	SF	26,000	$41,600.00
2" ASPHALT TOPPING - 9.5MM	400-0200	SY	2800	$51,240.00
BITUMINOUS TACK COAT	413-1000	GL	2800	$3,360.00
PORTLAND CEMENT	301-5000	SY	2600	$20,800.00
TESTING			1	$11,000.00
THERMOPLASTIC SOLID PARKING LINES, IN WHITE	653-1906	LS	500	$500.00
THERMOPLASTIC TRAFFIC DIRECTIONAL ARROWS, IN WHITE - 150MM	653-0150	LS	140	$1,960.00
BACKFILL PLANTER	009-2002	LS	1	$6,500.00
FDR - BASE COURSE / Fine Grading	306-0100	SF	24,000	$24,000.00
CONC CURB & GUTTER – 24"	441-6218	LF	750	$26,250.00
REMOVE CHAIN FENCE & POLES	610-5791	POLES	28	$1,960.00
CORNUS FLORIDA	702-0180	EA	6	$3,300.00
ILEX CRENATA	702-0395	EA	22	$2,200.00
VIBURNUM PRUNIFOLIUM	702-1092	EA	45	$4,500.00
ROSA BANKSIAE	702-0985	EA	4	$400.00
DEBRI REMOVAL	215-4000	CY	90	$6,120.00
HANDICAPP PARKING W/ SIGN AND EMBLEM THERMO IN PARKING SPOT X1	653-0095	EA/LS	1 / 140 LS	$750.00
HANDICAPP PARKING W/ SIGN VAN ACCESSIBLE AND EMBLEM THERMO IN PARKING SPOT X1	653-0095	EA/LS	1 / 140 LS	$850.00
			Total:	**$296,290.00**

PROJECT BID QTY LIST

Blount Construction

6th Street Parking Lot - 2024

GDOT ITEM DESCRIPTION	GDOT PAY ITEM	UNITS	PROJECT UNIT QTY	EXTENDED UNIT TOTAL
TRAFFIC CONTROL	**150-1000**	**LS**	1	$12,875.56
MOBILIZATION	151-1000	LS	1	$38,712.25
FULL DEPTH RECLAMATION	205-0100	SF	26,000	$51,740.00
2" ASPHALT TOPPING - 9.5MM	400-0200	SY	2800	$63,000.00
BITUMINOUS TACK COAT	413-1000	GL	2800	$840.00
PORTLAND CEMENT	301-5000	SY	2600	$34,970.00
TESTING			1	$13,716.50
THERMOPLASTIC SOLID PARKING LINES, IN WHITE	653-1906	LS	500	$4,445.00
THERMOPLASTIC TRAFFIC DIRECTIONAL ARROWS, IN WHITE - 150MM	653-0150	LS	140	$560.00
BACKFILL PLANTER	009-2002	LS	1	$3,850.00
FDR - BASE COURSE / Fine Grading	306-0100	SF	24,000	$8,640.00
CONC CURB & GUTTER – 24"	441-6218	LF	750	$31,807.50
REMOVE CHAIN FENCE & POLES	610-5791	POLES	28	$2,836.96
CORNUS FLORIDA	702-0180	EA	6	$5,250.00
ILEX CRENATA	702-0395	EA	22	$3,234.00
VIBURNUM PRUNIFOLIUM	702-1092	EA	45	$8,505.00
ROSA BANKSIAE	702-0985	EA	4	$588.00
DEBRI REMOVAL	215-4000	CY	90	$9,365.40
HANDICAPP PARKING W/ SIGN AND EMBLEM THERMO IN PARKING SPOT X1	653-0095	EA/LS	1 / 140 LS	$525.00
HANDICAPP PARKING W/ SIGN VAN ACCESSIBLE AND EMBLEM THERMO IN PARKING SPOT X1	653-0095	EA/LS	1 / 140 LS	$525.00

Project:	6th Street @ Bank Street Parking Lot	Project No.:	24-090
Location:	Bank Street, Griffin, GA	Bid Date:	04/02/2024

Pay Item	Description	Quantity	Unit	Unit Price	Extension
150-1000	TRAFFIC CONTROL	1.000	L.S.	12,875.56	12,875.56
151-1000	MOBILIZATION	1.000	L.S.	38,712.25	38,712.25
205-0100	FULL DEPTH RECLAMATION	26,000.000	S.F.	1.99	51,740.00
400-0200	2" ASPHALT TOPPING - 9.5MM	2,800.000	S.Y.	22.50	63,000.00
413-1000	BITUMINOUS TACK COAT	2,800.000	GAL	0.30	840.00
301-5000	PORTLAND CEMENT	2,600.000	S.Y.	13.45	34,970.00
1	TESTING	1.000	L.S.	13,716.50	13,716.50
653-1906	THERMOPLASTIC SOLID PARKING LINES, INWHITE	500.000	L.S.	8.89	4,445.00
653-0150	THERMOPLASTIC TRAFFIC DIRECTIONALARROWS, IN WHITE - 150MM	140.000	L.S.	4.00	560.00
009-2002	BACKFILL PLANTER	1.000	L.S.	3,850.00	3,850.00
306-0100	FDR - BASE COURSE - Fine Grading	24,000.000	S.F.	0.36	8,640.00
441-6218	CONC CURB & GUTTER – 24"	750.000	L.F.	42.41	31,807.50
610-5791	REMOVE CHAIN FENCE & POLES	28.000	POLE	101.32	2,836.96
702-0180	CORNUS FLORIDA	6.000	EACH	875.00	5,250.00
702-0395	ILEX CRENATA	22.000	EACH	147.00	3,234.00
702-1092	VIBURNUM PRUNIFOLIUM	45.000	EACH	189.00	8,505.00
702-0985	ROSA BANKSIAE	4.000	EACH	147.00	588.00
215-4000	DEBRI REMOVAL	90.000	C.Y.	104.06	9,365.40
653-0095	HANDICAPP PARKING W- SIGN AND EMBLEM THERMO IN PARKING SPOT X1	1.000	EACH	525.00	525.00
653-0095	HANDICAPP PARKING W- SIGN VAN ACCESSIBLE AND EMBLEM THERMO INPARKING SPOT X1	1.000	EACH	525.00	525.00
	TOTAL:				**295,986.17**

McKay -

Piedmont - 274,363.36

Atl Paving - 193,776.49

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Doric Vault Company, sole bidder, for interment and burial services at Oak Hill Cemetery with the cost of service dependent upon each service provided as stated in the price sheet within the contract. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin Public Works Department requested bid proposals for interment and burial services at Oak Hill Cemetery. Doric Vault Company was the only bidder with very competitive pricing. The contract will have an initia term of twelve (12) months and will automatically renew for four (4) successive twelve (12) month renewal terms.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Cemetery has budgeted funds within 101-4910-52-1300 (Technical Services) for interment and burial services.

Submitted By:
Mariza Eller

Meeting Date:
14/05/2024

ATTACHMENTS:
Doric Contract.pdf

STATE OF GEORGIA,

COUNTY OF SPALDING.

SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 14th day of May, 2024, by and between the CITY OF GRIFFIN, a Georgia municipal corporation (hereafter the "City") and "DORIC OF CENTRAL GEORGIA / DORIC VAULT COMPANY" (hereafter "Doric"), provides as follows:

1.

The term of this Agreement shall be for one (1) year, beginning July 1, 2024 and ending on June 30, 2025 ("Initial Term"), unless sooner terminated as provided herein. At the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one (1) year Renewal Term(s), for a total possible contract life of five (5) years, unless either party provides the other with a Notice of Intent Not to Renew at least thirty (30) days prior the expiration of the then-current term.

2.

Doric agrees to provide grave opening and interment services in the City's cemeteries, in fulfillment of the Bid Solicitation attached hereto, which by reference is made a part hereof. Said Bid Solicitation sets forth the price Doric shall charge the City for its services. Pricing for any Renewal Term may be renegotiated annually upon written notice of the proposed price change at least ninety (90) days prior to the end of the then-current term, provided that no price change shall be effective except by written amendment to this Agreement, signed by both Parties.

3.

Doric shall provide all labor and equipment required to perform its services. Contractor acknowledges that time is of the essence and has the staffing and equipment needed to respond timely to a City request for grave opening services. Contractor agrees that its pricing includes removal of all concrete floors and that there are no additional fees for grave openings on holidays or weekends.

4.

Contractor shall submit invoices, in sufficient detail, to City on a monthly basis. City shall remit payment to Contractor within 30 days of invoice submission.

5.

Doric shall submit evidence to City of all required insurance coverages.

This Agreement shall be construed and enforced in accordance with the laws of Georgia. This writing sets forth the full and final understanding of the parties as to the subject matter addressed and supersedes any prior negotiations or agreement. Any future amendment or modification hereof shall be in writing and signed by all parties.

EXECUTED, under hand and seal of the parties by their duly authorized representatives, 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:

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

DORIC OF CENTRAL GEORGIA

By: Michael Stuart
Michael Stuart

Its: Owner

CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #24-009

FOR

INTERMENT AND BURIAL SERVICES SUPPLIER

For all questions about this RFP contact:

Sherri Huggins, Purchasing Coordinator
shuggins@cityofgriffin.com

Deadline:
April 23, 2024 at 2:00 P.M.

IMPORTANT
SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and request for proposal number are not discernable, your response may not be recorded as properly received.

RESPONSE SUBMITTAL

DELIVER TO:
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

RFP/PROPOSAL #: 24-009

RFP/PROPOSAL NAME: Interment and Burial Services Supplier

DUE ON OR BEFORE: April 23, 2024

COMPANY NAME: Doric of Central Georgia / Doric Vault Company

COMPANY ADDRESS: P.O. Box 1135/1118 N. Hill St., Griffin, GA 30224

CONTACT NAME: Vicki Stuart, Owner/Operator

CONTACT PHONE & EMAIL: 770-228-6710 / 404-473-0971
vickiystuart@gmail.com

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CITY OF GRIFFIN, GEORGIA
REQUEST FOR PROPOSAL
24-009
Interment and Burial Services Supplier

1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin (City) is seeking qualifications and response proposals from qualified suppliers to provide grave digging, interment and final disposition services for the Public Works department (Cemetery). Approximately 150 – 200 conventional interments per year are anticipated. The intent of this solicitation is to contract with a supplier and a backup supplier to provide the services described in a timely, professional and dignified manner.

1.2. SCHEDULE & SUMMARY

This Request for Proposal will be governed by the following schedule and criteria:

	DATES
Release of Request	Friday, March 22, 2024
Pre-Bid Meeting*	No
Questions due	Wednesday, April 10, 2024 by 5:00 p.m.
Bids due	Tuesday, April 23, 2024 by 2:00 PM
Copies of Bid Response Required	Four, in addition to one original
Public opening	Yes, Tuesday, April 23, 2024 at 2:00 PM, 100 S. Hill Street Griffin, 30224 – third floor Public Works/Water Conference Room.
	Bonds required No
Project Manager	Mariza Eller
Purchasing Coordinator	Sherri Huggins

1.3 SCOPE OF WORK

The City is seeking responses from qualified suppliers to provide the necessary equipment, tools, supplies, supervision, labor and other services as necessary for grave digging, interment and final disposition services for the Public Works department. This consists of graveside openings and closings, graveside spoils removal, and other associated services which include, grave leveling and, re-interments, and dis-interments per regulating requirements. In some burials, it will require movement of headstones and foot markers. The supplier will be expected to perform quality work in the specified time period and to ensure services are provided in a manner that supports and reflects best practices and industry standards. All services rendered must be compliant with all applicable statutes, ordinances, rules and regulations.

Any supplier doing work in the cemetery must agree to exercise his/her best skill and judgment; to give proper supervision to the work and to maintain sufficient workers and materials on hand so the job may be completed without delay. The supplier must make proper inspection of the City's lot and no allowance will be made for any oversight of obvious conditions. Every stage of work shall be under the supervision of the supplier or a capable supervisor who shall have charge of all operations and shall recognize any authority duly exercised by the cemetery supervisor.
All work of any description shall cease while a funeral or interment is being conducted nearby and trucks and workers will withdraw to a reasonable distance from the service. While within the cemetery grounds, all workers employed by outside firms and suppliers are subject to all regulations of the cemetery and supervision of the cemetery supervisor or designee. The supplier must confine his equipment and supplies to the City's lot or an area agreed upon with the cemetery. The supplier and any person employed by him shall observe all rules and regulations of the cemetery. The means of transportation of materials and supplies and routing within the cemetery must be approved by the cemetery supervisor or designee. The supplier shall keep the plot as free from accumulations of rubbish and waste materials as possible. After work has been completed, all trash, debris, materials, supplies, etc., shall be removed and the supervisor of the cemetery shall be notified to inspect the premises for approval.

The successful supplier must comply with the following requirements:

1.3.1. Qualifications

1.3.1.1. Any persons doing interments or other cemetery work must be licensed in accordance with Local, State and Federal regulations.

1.3.1.2. Suppliers must have a minimum of five (5) years of excavation experience in interment services. List number of years of experience and the source of that experience.

1.3.1.2.1. List the number of years your organization has been operating and in business under the current name and also under the current management.

1.3.1.2.2. Personnel shall be neatly clad and shall conduct themselves at all times in such fashion, and evidence in appearance and decorum, the proper dignity and professionalism required of this burial service.

1.3.1.2.3. Supplier shall maintain at all times a bound log of all operations and communications with the Cemetery office. This log must be kept up to date, complete and accessible for review by the City.

1.3.2. Scheduling

1.3.2.1. Interments will be scheduled for the City's cemeteries ONLY by the City.

1.3.2.2. Interments are scheduled seven days a week, fifty-two weeks a year, possibly including holidays referenced below.

1.3.2.2.1. The scheduling of Holiday funerals will follow the same guidelines as noted above. Holiday schedules will be updated each January as set by Board of Commissioners and provided to Funeral Directors and the supplier.

1.3.2.3. Funeral homes are required to notify the Cemetery Office for weekday funerals no later than 12:00PM the day prior to the service.

1.3.2.4. Funeral homes are required to notify the Cemetery Office for weekday funerals no later than 12:00PM two (2) days prior to the service if the site is located in the Old Oak Hill or Old Rest Haven Sections in order to allow for any site issues and also to allow proper excavation by the supplier since a few may require hand digging.

1.3.2.5. Funeral homes are required to notify the Cemetery Office before 12:00PM on Friday for funerals scheduled during the weekend or on Mondays.

1.3.2.6. The standard operating procedure is to notify the Supplier at the time the Cemetery is informed. The Cemetery office **must** receive a confirmation response within four (4) hours from the notification and preferably within two (2) hours.

1.3.2.7. All conventional graves are to be dug at least twenty-four (24) hours before the funeral. There may be times when the Cemetery is not informed in a timely manner. In those situations, the supplier must be willing to work with the Cemetery to provide the highest level of customer satisfaction.

1.3.2.8. The Cemetery staff will locate and mark each interment location according to Interment Permit and

contact the funeral home with the location.

1.3.2.9. Each gravesite will be clearly marked with placard showing name of funeral home and will have four corners of the space flagged.

1.3.2.10. The entire interment process is subject to inspection by the City at any time.

1.3.3. Digging

1.3.3.1. The supplier must notify the Cemetery staff upon arrival prior to conducting any work.

1.3.3.2. Prior to excavation, the Supplier will properly measure gravesites and examine them for potential encroachments, and will coordinate with Cemetery staff to make any necessary changes to sites.

1.3.3.3. Monuments that are required to be moved for excavation must be properly reinstalled and sealed. Foot markers that are moved will need to have footing replaced and marker re-installation coordinated by the cemetery supervisor.

1.3.3.4. Supplier must ensure that the depth of each grave complies with City standards, which are a four (4)-foot depth for normal burials and eight (8)-foot or double depth in Veterans Memorial.

1.3.3.5. Any opening that is left unattended for any reason must be completely covered.

1.3.3.5.1. Some lots in older sections of Oak Hill Cemetery have concrete floors and will have to be penetrated prior to digging.

1.3.3.5.2. Floors must be replaced within 30 days.

1.3.3.6. All OSHA regulations must be followed at all time; this is particularly important when excavating a double-depth burial.

1.3.4. Backfilling

1.3.4.1. Backfilling should commence immediately after all mourners have left the cemetery and be completed fully on the same working day.

1.3.4.2. All backfill materials (including the material placed between the liners or vaults and sides of opened graves), will be tamped and compacted in layers not to exceed 1 feet in depth, using soil free from large lumps or debris in order to reduce later subsidence and settlement of the grave.

1.3.4.2.1. Remedial work must be undertaken immediately if there is soil settlement.

1.3.4.3. Toe final 6" to 8" will be topped with loose topsoil mixture to promote grass growth.

1.3.4.4. Monitoring of the condition of the backfilled grave is to be carried out weekly within the first month and thereafter at regular intervals (at least monthly).

1.3.4.5. Supplier will collect, transport and dispose of all remaining spoils in designated site, located in Old Oak Hill Cemetery after each grave closing.

1.3.5. Performance Standards

1.3.5.1. Corrective action needed to repair damage as a result of graveside preparation shall be initiated by close of business the same day. Additional time will be allowed during inclement weather.

1.3.5.1.1. There will be a maximum of 90 days to repair damaged monuments, walls or other property, incurred during excavation or mobilization of equipment.

1.3.5.2. Open graves must be identified, covered and protected by appropriate devices while unattended.

1.3.5.3. Each day's burial site(s) must be covered, initially groomed, marked, and presentable for visitors before the close of business each day. The integrity of the existing graves around the worksite must be preserved.

1.3.6. Supplier Responsibilities

1.3.6.1. Must maintain insurance coverages as defined in section 5.1 with the City named as additional insured in the indemnification provisions.

1.3.6.1.1. City must be provided with notice that the insurance will remain in effect during the full term of any resulting contract and also be notified of any material changes to the policy or policy cancellation.

1.3.6.2. Must be able to complete the opening/closing of up to 200 conventional burials per year.

1.3.6.3. Must have the ability to complete up to 3-5 opening/closings in a day.

1.3.6.4. Must have a setup for grave digging, including but not limited to:

Mechanical equipment (tractor or excavator) Truck
(dump truck or variant)
Hand tools (tamper, shovels, wheelbarrow, etc)
Safety equipment (sturdy covering for grave, caution tape, etc).

1.3.6.5. The supplier shall assume responsibility for all damages attending the execution of any work in the cemetery and shall be held liable for any violations of the rules and regulations of the cemetery or the laws and ordinances of the city. The supplier shall provide adequate protection for his work and shall bear the cost of repairing or replacing any damage done by him, his workers, or his equipment. The supplier will promptly inform cemetery supervisor of any issues with regard to any property damage that may occur. It is strongly recommended that supplier take photos prior to commencement of excavation activities, particularly in older sections of cemetery. These should be kept on file, noting any particular damages or discrepancies observed. Any damages to monuments, walls or property, incurred during excavation or mobilization of equipment, must be repaired within 90 days.

1.3.6.6. In the event the work performance is unsatisfactory, the supplier will be notified by the Cemetery and be given one day to correct the work. Labor for any necessary re-work will be at no cost to the City.

1.3.6.7. Any supplier who violates the rules and regulations of this article shall be subject to having his privileges suspended or revoked at the discretion of the City.

1.3.6.8. Supplier shall maintain at all times a bound log of all operations and communications with the Cemetery office. This log must be kept up to date, complete and accessible for review by the City.

1.4 PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

a. ___ Information/Cover Page (*supplied*)
b. ___ RFP Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
c. ___ Contractor Specific Information & Documentation
    1) *Qualifications:* Provide information on the firm's qualifications and prior experience that relates to this RFP;
    2) *Similar Project:* Submit a list of current contracts;
    3) *Other:* Include any other pertinent information that may be used by the City to evaluate the Firm's proposal.
d. ___ Pricing Sheet (supplied)
e. ___ Technical Response Sheet (supplied)
f. ___ References Sheet (*supplied*)
g. ___ Tax Compliance form (*supplied*)
h. ___ Company Registration paperwork – **to be done online***
i. ___ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response**
j. ___ Subcontractor Affidavit (if applicable)
k. ___ Sub-subcontractor Affidavit (if applicable)

* If a complete and compliant *(both required documents uploaded)* registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.

1.5 EVALUATION CRITERIA

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The City may award the proposal to the contractor demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of Georgia and the Federal Government.

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Ability to meet scope of work 25%
- Qualifications/Staff Experience/References 25%
- Demonstrated technical capability 10%
- Demonstrated professionalism 10%
- Fee schedule 30%

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.

1.6. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:

   a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.

   b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.

   d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.

2) Environmental Compliance.

   a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

   b. shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.

c. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.

c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.

d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:

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

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish he administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract medication subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertaking the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

   a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

      i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

      ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;

      iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

      iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

      v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) Immigration and Nationality Act

   a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.

7) Administrative Remedies for False Claims and Statements

   a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

8) Remedies

   a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:

      i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;

      ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;

      iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or

iv. Pursue and obtain any and all other available legal or equitable remedies.

b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.

b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

a. Contractors who apply or bid for an award of $100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Doric of Central Georgia / Doric Vault Company , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

Vicki Stuart Date: April 22, 2024

Signature

Name: Vicki Stuart

Title: Owner/Operator

CITY OF GRIFFIN, GEORGIA
REQUESTS FOR PROPOSAL
GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2 SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at $100,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a 'cc' to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Purchasing Coordinator and Project Manager's contact information is as follows:

Sherri Huggins
Purchasing Coordinator
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: shuggins@cityofgriffin.com

Mariza Eller
Project Manager / Public Works Director
City of Griffin
100 S. Hill Street
P.O. Box T, Griffin, GA 30224
Email: meller@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Purchasing Coordinator with the Project Manager copied, or communications unrelated to this Request for Proposal which occur in the ordinary course of City business. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal.**

2.2 PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3 SECTION III –OVERVIEW AND PROCEDURES

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1 COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not contracted with the City of Griffin in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2 REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.3 BID REQUIREMENTS

3.3.1 SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have

not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2 RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3 PACKAGING OF BID

Submissions must be by the following method:
No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

(Supplier Name)
RFP # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents <u>in addition to any bid-specific information requested</u> in Section 1.4:

- **Pricing**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
  - **Supplier Affidavit (E-Verify) (*available online*),**
  - **W-9 (*available online*),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
    - *The City cannot award to a supplier that is not registered and compliant,*
- **Tax Compliance form (required if over $99,000) (*supplied if required*),**
- **Reference list of a minimum of three (3) references (*supplied*).**

3.3.4 SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Purchasing Coordinator no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Proposals must be submitted to:

City of Griffin
Attention: Sherri Huggins – Procurement Coordinator
P. O. Box T, Griffin, GA 30224

Or delivered to:

Attention: Sherri Huggins – Procurement Coordinator
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Purchasing Coordinator via email (shuggins@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.5 ALTERNATE BID DOCUMENTS

Documents prepared by the City which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

3.3.6 ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

3.3.7 PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1 In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2 All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8 WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9 LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.3.10 MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.11 DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.3.11.1 Evidence of collusion;

3.3.11.2 Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.11.3 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.3.11.4 Being in arrears on taxes owed to the State of Georgia;

3.3.11.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion raises doubts as to Supplier's ability to properly perform the work;

3.3.11.6 Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity;

3.3.11.7 Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or

3.3.11.8 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.3.12 REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;
b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
d) reject any or all bids or any part thereof;
e) obtain clarification on any point in a respondent submittal or obtain additional information;
f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid;
g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.13 COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.3.14 BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.15 AWARD AND RESULTING CONTRACT

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.3.16 PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.16.1 FILING A PROTEST

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4 INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.6 NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.7 HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8 BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4 SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1 LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of $500.00 per day of non-compliance.

4.2 FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

4.2.1 The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

4.2.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

4.2.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

4.2.4 The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.3 SUPPLIER'S INVOICE

4.3.1 The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *Mariza Eller*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.3.2 A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.4 TAX LIABILITY

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.5 PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

4.6 ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.7 ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.8 TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished

obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

4.9 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The City will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

4.10 TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.11 CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.12 REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5 SECTION V –INSURANCE REQUIREMENTS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1 STANDARD INSURANCE REQUIREMENTS

5.1.1 The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

5.1.2 *Commercial General Liability Insurance* - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

5.1.3 *Automobile Insurance* - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.4 *Umbrella Coverage*

5.1.4.1 *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.4.2 *Professional Liability/Errors & Omissions Insurance* - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2 OTHER INSURANCE PROVISIONS

5.2.1 All Coverage

5.2.1.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2 If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3 Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2 Commercial General Liability and Automobile Liability Coverage

5.2.2.1 The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2 The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4 Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement *(see 5.1.4.1)*.

5.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5 Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.2.6 Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7 Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6 REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

6.1 VENDOR/CONTRACTOR AFFIDAVIT

6.1.1 Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2 SUBCONTRACTORS

6.2.1 The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

6.2.1.1 Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.

6.2.1.2 Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3 Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7 TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Please separate and use the following pages with your response submittal. Additional pages may be used as needed. Thank you for your interest and participation in this opportunity.

Griffin
Growing TOGETHER

CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL COVER

RFP #24-009

For

INTERMENT AND BURIAL SERVICES

Submitted by:

Name of Company:	Doric of Central Georgia / Doric Vault Company
Mailing Address:	P.O. Box 1135
City/State/Zip:_	Griffin, GA 30224
Phone (including area code):	770-228-6710 / 404-473-0971
E-mail:	vickiystuart@gmail.com

Submittal Deadline:
April 23, 2024 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

SUPPLIER DISCLOSURES
24-009

All solicitations MUST contain signed and notarized statement of non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws. I certify that this RFP response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Doric of Central Georgia / Doric Vault Company
Company Name

Vicki Stuart
Signature of Authorized official of company

Vicki Stuart, Owner/Operator
Printed Name

Sworn to and subscribed before me this 22nd **day of** April **,** 2024 **.**

Notary Public: Teresa A. Watson

Teresa A. Watson

County: Spalding

Commission Expires: June 27, 2027



OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

No **Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

No **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

No **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

No **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

No **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

No **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

VS **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

VS **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

VS **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

VS **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

VS **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement _____

Addendum No. N/A dated _____ Acknowledgement _____

Addendum No N/A dated _____ Acknowledgement _____

Addendum No N/A dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the RFP if the addendum contained information which substantively changes the City's requirements.

RFP RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes X Not yet___

The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: Doric of Central Georgia / Doric Vault Company

MAILING ADDRESS: P.O. Box 1135

CITY /STATE/ZIP Griffin, GA 30224

PHONE (including area code): 770-228-6710 / 404-473-0971 E-MAIL: vickiystuart@gmail.com

AUTHORIZED SIGNATURE Vicki Stuart TITLE: Owner/Operator

NAME (PRINTED)
Vicki Stuart

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

RFP 24-009
PRICE SUBMITTAL: INTERMENT AND BURIAL SERVICES

Company Name Doric of Central Georgia / Doric Vault Co. RFP Price Valid ~~Through~~ July 1, 2024 to July 1, 2025

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders submitting Proposals will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Description	Cost
Standard grave (open & close)	$245.00
Infant grave (open & close)	$245.00
Oversize grave (specify what constitutes oversize)	$495.00
Funeral service fee after 5 PM (excess over standard)	$300.00
Weekend service fee (excess over standard/infant/oversize)	$ 0.00
Holiday service fee (excess over standard/infant/oversize)	$ 0.00
Hand dug graves	$600.00
Debris removal	$100.00
Rock clause	$150.00
Concrete floor removal	$150.00
Monument (move & reset)	$150.00
Pouring concrete floor	$150.00
Disinterment	*Call for quote
Drop ins	$295.00
Steel vault graves	$295.00
Other fees (specify ANY and ALL charges of excess fees not listed above)	
Other fees: Cremations	$150.00
Other fees: Cremation with Concrete	$250.00

List any/all exceptions to specified requirements:
None

Additional comments/recommendations:
None

Completed by:

Company name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart (Signature) Vicki Stuart (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMITTAL MAY RESULT IN A REJECTION

RFP 24-009

TECHNICAL RESPONSE SUBMITTAL – (NO COST ON THIS SHEET)

Company Name Doric of Central Georgia / Doric Vault Company

RESPONSE STRUCTURE - Answer the following questions and comments; include associated information as needed (base answers must be submitted on this form; additional pages may be used as needed for supplemental information):

Question:

Number of years of interment services experience: 39 Years

Describe the extent of that experience as related to the specifications: As a company, we have been opening and closing graves for the past 39 years.

Number of years the organization has been operating & in business under the current name and current management. 39 Years as Doric of Central Georgia / Doric Vault Company

Has there been any legal action or complaints against your business? If so, please explain: No

Has your business even been or is now involved with bankruptcy, liens or Chapter 11 proceedings? If yes, please explain: No

List your company's heavy equipment that is used for interments.

L39 Kubota Front-end Loader/Backhoe, 36G John Deere Excavator, 36D John Deere Excavator, 2021 Dodge Dump Truck, 2015 – 3500 Chevrolet Dump Truck, 2018 – 3500 Chevrolet Dump Truck, 2007 Duramax Dump Truck. We also have 4 Bomac Packers – Grave Packing, 6 Honda Grave Pumps – Water Removal From Graves.

Additional comments:

Also, please note: Here at Doric Vault, we have on our property, a site to dispose of extra dirt that the cemetery may or may not be able to accommodate. Doric of Central Georgia is a member of the Griffin-Spalding Chamber of Commerce and is registered with the Georgia Secretary of State's Office for 39 years.

COMPLETED BY:

Company Name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart

DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH RFP SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: Westwood Garden Cemetery – Griffin, Georgia

Brief Description of Project: Open/Close Graves and Install Funeral Set-ups

Completion Date: Ongoing for 25+ Years

Contact Person: Cliff Thomas

Telephone: 770-229-4988 E-mail: cthomas@haistenmcculloughfunerals.com

REFERENCE 2:
Company Name: Crystal Hill Cemetery / Coggins Funeral Homes – Thomaston, Georgia

Brief Description of Project: Open/Close Graves and Install Funeral Set-ups

Completion Date: Ongoing for 25+ Years

Contact Person: Ryan Fulghum

Telephone: 706-647-9681 E-mail: ryan-fulghum@hotmail.com

REFERENCE 3:
Company Name: Memorial Gardens Cemetery – Griffin, Georgia

Brief Description of Project: Open/Close Graves as needed, Install Funeral Set-ups, Vault Sales

Completion Date: Ongoing for 25+ Years

Contact Person: Melissa Dail

Telephone: 678-967-5934 E-mail: Mdail90@hotmail.com

COMPLETED BY:
Company Name: Doric of Central Georgia / Doric Vault Company

Contact Person: Vicki Stuart Vicki Stuart
(Signature) (Printed Name)

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

**Must be completed for all RFPs with an aggregate total of more than $99,000.00.*

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Doric of Central Georgia / Doric Vault Company
- Physical Location Address: 1118 North Hill Street
  Griffin, GA 30223
- Federal Identification Number (FEI): 58-2567639
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 2099576-RD
  - Sales and Use Tax Number: 301-783940
  - Withholding Tax Number: 775361-09
- What type of service will you perform? Open/Close Graves
- Will you sell any tangible personal property or goods? _____
- Supplier's Affiliate's Name: _____
  - FEI: _____
  - STI: _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Vicki Stuart
  - Telephone Number: 770-228-6710 / 404-473-0971
  - E-mail Address: vickiystuart@gmail.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

SUPPLIER'S RFP/RFP CHECKLIST

Griffin
GROWING TOGETHER

___1 **Read the *entire* document,** paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all RFP specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.

___2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/RFP from inception until after award.

___3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFP. Pre-RFP conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other RFP-related meetings) are considered part of the evaluation criteria.

___4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events*. Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.

___5 **Follow the format required in the RFP/RFP** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.

___6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.

___7 **Use the forms provided,** e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the RFP itself with your response.

___8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/ information required by the State of Georgia. The City cannot award an RFP to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.

___9 **Check the City website for RFP addenda.** All addenda issued for the RFP are posted on the City's website under the associated RFP posting. Do not assume that if you received an individual notification of the RFP, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at http://www.cityofgriffin.com (select 'Resources', then 'RFP Opportunities') to confirm if any addenda were issued for the RFP. If so, you must acknowledge each addendum on the Response document.

___10 **Review and read the RFP document again** to make sure that you have addressed all requirements. Once the RFP deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.

___11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.

___12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.

SUPPLIER REGISTRATION

Supplier Registration with the City of Griffin consists of the following:

The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin supplier, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.

TO REGISTER:

- ✓ Please visit our website at www.cityofgriffin.com
- ✓ Select "Resources"
- ✓ Select "Register my Business with the City"
- ✓ Complete your registration by following the instructions provided
    - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:
        - **Supplier Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of $2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number.**
        - **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.

Note: *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.

SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Vicki Stuart — Vicki Stuart — April 22, 2024

BY: Authorized Officer or Agent — *Printed Name* — *Date*

Doric of Central Georgia / Doric Vault Co. — Owner/Operator

Company / SubContractor Name — *Title of Authorized Officer or Agent of SubContractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Doric of Central Georgia / Doric Vault Company (Contractor) on behalf of City of Griffin, Georgia (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

972109

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This 22nd day of April, 2024

Notary Public Teresa A. Watson

Teresa A. Watson

My commission expires: June 27, 2024

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA
CITY OF GRIFFIN

SUB-SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

BY: Authorized Officer or Agent	Vicki Stuart *Printed Name*	April 22, 2024 *Date*
Doric of Central Georgia/Doric Vault Company *Company / SubContractor Name*	Owner/Operator *Title of Authorized Officer or Agent of SubContractor*	

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows: N/A

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and _____ Contractor) on behalf of _____ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This _____ day of _____, 20 ___

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CITY OF GRIFFIN, GEORGIA
BUSINESS OCCUPATIONAL TAX CERTIFICATE

This registration must be displayed in a conspicuous place in your business establishment. This registration is not transferable.

VICKI STUART
DORIC BURIAL VAULT CO
PO BOX 1135
GRIFFIN GA 30224

Certificate Number: 457

EXPIRATION DATE:
12/31/2024

Business Location: 1118 N HILL ST
GRIFFIN GA 30223

NAICS Code: 327390 - Other Concrete Product Manufacturing

The following zoning conditions have been placed on this property:

NON-TRANSFERABLE This certificate is subject to being revoked and annulled by the City of Griffin Board of Commissioners and is subject to the laws, ordinances and regulations hereafter enacted. This registration may be suspended or revoked if Federal, State, County or City laws, regulations or requirements are violated. Report any of the following changes to the City of Griffin Tax & License office immediately: ownership, business name, business location, type of business, or additional lines of business.

THIS LICENSE IS A PRIVILEGE CONDITIONAL ON THE HOLDER MEETING ALL STANDARDS FOR SUCH LICENSE AND OPERATING REGULATIONS APPLICABLE THERETO SET OUT IN CITY ORDINANCES AND GEORGIA LAW. FAILURE TO MEET SUCH STANDARDS OR TO COMPLY WITH SUCH OPERATING REGULATIONS SHALL SUBJECT THE HOLDER TO THE LICENSE BEING REVOKED FOLLOWING NOTICE AND HEARING.

If this business closes before the end of the expiration date, please sign below and return this portion of the license to the address below. This will inactivate your business occupational tax account:

Signature of Owner or Officer _____ **Last date of operation** _____

Business: DORIC BURIAL VAULT CO
Location: 1118 N HILL ST
Number: 457

Expiration: 12/31/2024

Mail To:
City of Griffin
Tax & License Administrator
PO Box T
Griffin GA 30224

Growing TOGETHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mallory Agency
PO BOX 1209
Lagrange GA 30241

License#: 1306468
DORIBUR-01

CONTACT NAME: Jessica Jacoby
PHONE (A/C, No, Ext): 762-323-1220
FAX (A/C, No): 706-884-8039
E-MAIL ADDRESS: coi@malloryagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Doric Burial Vault & Monument Company
PO Box 1135
Griffin GA 30224-0029

COVERAGES **CERTIFICATE NUMBER:** 1477002551 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			S 2645631	3/19/2024	3/19/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			S 2645631	3/19/2024	3/19/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9107486-00	3/19/2024	3/19/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Griffin
100 S Hill St
Griffin GA 30223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Adams Insurance Services, Inc. 1325 Hwy. 19 North Thomaston GA 30286	CONTACT NAME: Brad Adams PHONE (A/C, No, Ext): (706) 647-2424 FAX (A/C, No): (706) 647-2408 E-MAIL ADDRESS: badams@adamsinsurance.net
INSURED DORIC BURIAL VAULT & MONUMENT COMPANY PO Box 1135 GRIFFIN GA 30224-	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Auto Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			50-242609-00	01/28/2024	01/28/2025	BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Griffin
100 South Hill St
Griffin GA 30223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mia M. Mackey

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STATE OF GEORGIA
CITY OF GRIFFIN

CONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ___My company provides products only for the City (no physical labor or services).

B) ____I am a sole proprietor and have no employees.

C) ____My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) VS My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

Vicki Stuart — Vicki Stuart — April 22, 2024
BY: Authorized Officer or Agent — *Printed Name* — *Date*

Doric of Central Georgia / Doric Vault Company — Owner/Operator
Company / Contractor Name — *Title of Authorized Officer or Agent of Contractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

972109
EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This 22nd day of April, 2024

Notary Public Teresa A. Watson
Teresa A. Watson

My commission expires: June 27, 2024

TERESA A. WATSON NOTARY PUBLIC EXP. JUNE 27, 2027 SPALDING COUNTY, GA

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
James M & Vicki Stuart

2 Business name/disregarded entity name, if different from above.
Doric Vault Co.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☒ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
111 E. Hill St. / P.O Box 1135

Requester's name and address (optional)

6 City, state, and ZIP code
Griffin Ga. 30224

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
58-2576439

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person: Vicki Stuart Date: 4-22-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing the repairs of Ladder 3, a 2012 E-One Aerial, by Williams Fire Apparatus, Single Source, in the amount of $36,895.00 and authorize the payment of any associated invoice for shipping and handling. *Fire Chief, John Hamilton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The apparatus is currently out of service until these repairs are complete. Williams Fire Apparatus is the vendor we use for repair of all of our fire apparatus. They have the expertise and customer service to be able to do the repairs and get it back in service as quickly and as safely possible.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The department rolled $30,000.00 over from FY23 for repairs to this unit. We did not use all of what was projected on the first repair. Minor budget amendments within suppression will need to be made to cover the expense.

Submitted By:
John Hamilton

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Williams Fire single source.pdf
estimate_14035417.pdf
Williams Unit 320 PO.XLSX

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

Fire Apparatus Repair

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

Supplier/Source Name/Address:

Williams Fire Apparatus 774 Idaho Road Ashland, AL 36251

Supplier/Source Contact: **Phone:** **800-239-7900**

customerservice@williamsfireinc.com

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?

Repairs to swivel on unit 320 (2012 E-One Aerial) and damage caused

This company does all of our major fire apparatus repairs. They do a great job and quickly to get our units back in service

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.

They our the vendor for our fire apparatus since 2016 and are able to perform major and minor repairs both on-site and at their facility.

Requestor Information

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

Date of Request:	5/2/2024	Requestor:	John Hamilton		
Department:	Fire	Dept Accting Code:	101-3520-52-2200	Phone:	770 229 6415

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.

Williams Fire Apparatus
774 Idaho Road
Ashland, AL 36251
customerservice@williamsfireinc.com
(800) 239-7900

Estimate	**7033**
Date:	**4/24/2024**
Description:	Griffin Fire Department

Bill To
Griffin Fire Department
1420 Ellis Rd
Griffin, GA 30223

Remit Payment To
Primary
774 Idaho Road
Ashland, AL 36251

Service Order	Purchase Order	Service Writer	Authorizer
7033		Martin, Will	

Item	Description	Quantity	Rate	Amount
Labor	Griffin Fire Department Ladder 3	0.00000		$0.00
Labor	Labor to remove panels to gain access to damaged keepers and swivel Remove All electrical lines Remove all hydraulic lines Remove Lower Water Way section Remove swivel Replace with new Swivel Install waterway lower section Install all hydraulic lines Install electrical lines Top off hydraulic fluid Reinstall all panels Test truck for function	115.00000	$134.00	$15,410.00
Parts	Swivel - 586120 - A	1	$18,703.00	$18,703.00
Parts	Pin Swivel guide - 16255	2	$716.00	$1,432.00
Parts	Hydraulic fluid, and filter Electrical supplies and wiring harness	1	$850.00	$850.00
	Shop Supplies			$500.00

Unit: GRIFFIN SO 137467 (LADDER 3) **VIN:** 4EN6AAA84C1007467
2012Emergency OneTruck
Chassis: 46,000 Miles

Subtotal	$36,895.00
Local (0% of $0.00)	$0.00
Total	$36,895.00

***: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.**

The details and the estimate for the repairs provided above are based on our first inspection and do not constitute a guarantee that no further work or parts will be required. The estimate is not a guarantee of the final price of the repairs. The total bill of work and final price will be as per the details available on completion of the repairs. Other terms and conditions as applicable. If you authorize us to perform the above repairs, either verbally or in writing, you agree to pay in full for the work performed and parts required.

Customer Signature:_____

Printed Name:_____ **Date:**_____

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

DATE: 5/9/24

FY24 Purchase Order No.

Bid/Quote No.

Vendor No.

Vendor Name & Address

Williams Fire Apparatus, Inc
774 Idaho Road
Ashland, AL 36251

customerservice@williamsfireinc.com
Ph: (800)239-7900 Fax:

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

Deliver to:

City of Griffin
Fire
1420 Ellis Rd
Griffin, GA 30223

ATTN: John Hamilton/Brian Brock
Phone: 770-229-6415 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Labor for Removal of Items for repair	101 3520 52 2200	115		134.000	15,410.00
Swivel-586120-A		1		18,703.000	18,703.00
Pin Swivel Guide-16255		2		716.000	1,432.00
Hyd. Fluid, filter, elec supplies, wire harness		1		850.000	850.00
shop supplies		1		500.000	500.00
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

COMMENTS: Totals: $ $ 36,895.00

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Fire/John Hamilton/5-9-24
Dept / Requestor / Date

Purchasing / Date

John Hamilton/5-9-24
Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Waveko, lowest quote, in the amount of $87,596.00 for the building remodel of the new police precinct located at the corner of Anne Street and Beck Street. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The agreement with Waveko is to completely remodel the new police precinct located at the corner of Anne Street and Beck Street. This includes the following: demo, paint, drywall, electrical, window purchase and installation, new doors and installation, flooring, trim, plumbing, ceiling, framing, gutters, new roof, HVAC, and exterior trim. Waveko was the lowest quote we received in the amount of $87,596.00. Public Works received an additional quote from Double Oak Properties in the amount of $187,562.00 and a third quote from McLeRoy Inc. in the amount of $362,137.00.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The funds for the building remodel for the new police precinct in the amount of $87,596.00 will be utilized from School Zone Safety Camera revenue.

Submitted By:
Mariza Eller

Meeting Date:
14/05/2024

ATTACHMENTS:
Purchase Order
Estimate_1351_from_Waveko.pdf
Double Oak quote.pdf
McLeRoy quote.pdf

Griffin
Growing TOGETHER

SH 5/6/24

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

DATE: 5/6/24

FY24 Purchase Order No. _____

Bid/Quote No. 1351

Vendor No. _____

Vendor Name & Address

Waveko Construction
600 N Walkers Mill Rd
Griffin, GA 30223
drewsmsmith@aol.com
Ph: 770-375-6391 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:

City of Griffin
Public Works
100 South Hill Street
Griffin, GA 30223

ATTN: Jimmy Hardy / Mariza Eller
Phone: 770-229-6603 Fax: _____

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Building Remodel and Demo of new PD Building,	101 - 3230 - 54 - 1300 - 0000	1	ea		87,596.00
located at 630 Anne Street	901 - 0000 - 13 - 1101 - 0000				-87,596.00
	901 - 3200 - 11 - 7631 - 0000				87,596.00
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
COMMENTS:				**Totals: $**	**$ 87,596.00**

5-6-2024

FY24 Purchase Order

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

COG USE ONLY KAC 5/6/24

Dept / Requestor / Date Mariza Eller
Department Mgr / Date

Purchasing / Date Deborah M Gilbert 5.6.24
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

Waveko

600 N Walkers Mill Rd
Griffin, GA 30223 US
drewsmsmith@aol.com

Estimate

ADDRESS
Jimmy Hardy
City of griffin

ESTIMATE 1351
DATE 05/02/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Demo	Demolition	1	6,300.00	6,300.00
	Paint		1	8,975.00	8,975.00
	Drywall		1	6,134.00	6,134.00
	Electrical		1	5,950.00	5,950.00
	Window	purchase and install	1	4,150.00	4,150.00
	Doors	3/0 and 5/0 French purchase and install	1	5,425.00	5,425.00
	Flooring		1	11,963.00	11,963.00
	Trim		1	2,725.00	2,725.00
	Plumbing	vanites toilet, water heater	1	5,350.00	5,350.00
	Drop Ceiling		1	6,242.00	6,242.00
	Framing		1	4,375.00	4,375.00
	Gutters		1	2,457.00	2,457.00
	Roof	metal	1	7,976.00	7,976.00
	Hvac	mini split in basement and duct work corrections	1	6,753.00	6,753.00
	Trim	fix exterior facia and soffit that was visible during visit. if there is more damage after bushes and trees are removed we will send another quote.	1	2,821.00	2,821.00

TOTAL **$87,596.00**

Accepted By

Accepted Date

ESTIMATE

Double Oak Properties
PO Box 262
Thomaston, GA 30286

anthony@doubleoakhomes.com
+1 (678) 767-8566

City Of Griffin

Bill to
City Of Griffin

Estimate details
Estimate no.: 2024
Estimate date: 01/24/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**General Construction** Interior construction, includes, demo of **all** sheetrock, existing flooring/ tile, drop ceiling, doors, windows discussed, interior doors, stairs to basement , lighting, (take building down to the studs) due to unforeseen conditions of items behind the wall and possibility of previous leaks, or other hazards, some change orders may be required Build back, ducted mini split for the basement area, frame and install subfloor where existing stairs were removed, dumpster, existing electrical & hvac to stay in place, new insulation, sheetrock, cabinets in 'break area' , bath to have new toilet, pedestal sink, interior doors new, new trim, door/window casing, base boards, paint, drop ceiling, new lighting, new lvp flooring throughout. final clean up.		1	$161,299.50	$161,299.50
2.		**Roof Replacement** Remove existing metal roof and replace with a metal roof of similar style, to include labor and materials, new metal panels, roof underlayment, due to unforeseen conditions of possibility of previous roof leaks, or damage to roof deck materials, these items may not be covered.		1	$8,500.00	$8,500.00
3.		**Exterior Improvements** Siding repairs, to include demo soffit and facia for perimeter of building roughly 200 linear feet, install new wincows as requested white in color, install 3 new exterior doors, and trim that is needed on exterior around windows and doors. install 5 new porch columns, and new porch ceiling roughly ' 50sqft;		1	$17,762.50	$17,762.50

Total **$187,562.00**

200 Plaza Drive
Zebulon, GA 30295

McLeRoy INC.

Phone: 770.567.3514
Fax: 770.567.3300

www.mcleroyinc.com
•Since 1971•

City of Griffin, Anne Street / PD House Renovation
PROPOSAL

12.20.23

Jimmy Hardy
City of Griffin, Anne Street / PD House Renovation
Procurement – 3rd Floor
100 Shill Street
Griffin, Ga. 30224
678-603-8906
jhardy@cityofgriffin.com

RE: City of Griffin, Anne Street / PD House Renovation

We propose the following:

The Contractor shall demo and replace all materials and areas discussed in walk through that's detailed below, clean out existing debris in from demo and dispose of materials, Demo all interior existing drywall and replace with new like drywall and finishes, for the project located at Anne Street, Anne Street / PD House Renovation in accordance with the information, specifications provided with like materials, discussed by the owner representative, the scope of work outlined in the agreement and the approved drawings.

Scope of Work

01 General Requirements

- Superintendent.
- Manpower.
- Temporary Toilet.
- Dumpster Fees.
- Continuous Cleanup.
- Final Cleanup.

02 Sitework

- None
- Demo as needed' (Interior)
  - Removal of existing demo debris to perform said repairs.
  - If any damage is found pricing approved with per prior approval to correct.
  - Scope of demo, remove all interior drywall, windows, floors, doors (interior & exterior), millwork, plumbing fixtures.
  - Remove and dispose of all materials from site.
  - Clean area to broom clean condition.

03 Concrete

- None, or as needed with approval.

04 Masonry

- None, or as needed with approval.

05 Miscellaneous Materials

- Nails.
- Screws.
- Anchor Bolts & Straps as needed.

06- Wood / Metals & Plastics

- Plates.
- Joist.
- Studs (metal).
- Sheathing.
- Drywall.
- All above as needed.

07-Thermal & Moisture Protection

- Insulation to meet code in walls and ceiling.

08-Doors & Windows

- Replace all existing windows & doors with as close as existing possible.
- Doors: 1 single hung Front Door, 1 single hung rear door, with 6 lights window panel, 1 double hung rear door, 15 light doors window panels.

09-Finishes

- Painting, 1 primer, 2 coat of colored paint to be determined by client.

10-Specialties

- Rework metal roof system with Stand Seam metal roof. (Remove and Replace)

11-Equipment

- As needed to perform work.

12-Furnishings

- None.

13-Special Construction

- None.

14-Conveying Systems

- None.

15-Mechanical

- Install downstairs, 3 Mini Split units in areas to be determined.
- Provide one unit evaluation of existing unit to assure it's working properly. Any repairs needed to be at cost plus per approval.

16-Electrical

- Install downstairs, 3 Mini Split units in areas to be determined.
- Provide one unit evaluation of existing unit to assure it's working properly. Any repairs needed to be at cost plus per approval.
- No updates to existing panel to carry units, if needed repairs they will be at cost plus per approval.

17-Plumbing

- Demo and replacement of existing fixtures.
- No updates to existing plumbing other than to replace existing fixtures, if needed repairs they will be at cost plus per approval.
-

18-Miscelianous

- Workmen's Compensation.
- General Liability.

TOTAL **$362,137.00**

Deducts:

None.

Exclusions:

Permits
Bonds
Impact Fees
Engineering Fees
Security system
Fire Alarm System, (only connection to existing system)
Fire Sprinkler System, Addition of Halon system to cover additional area added.
Anything not listed above.

Thank you for the opportunity to quote this project. If you have any questions, please give me a call or email. 706.975.1531 or mark@mcleroyinc.com

Respectfully Submitted,
Mark W. Sollenberger

Mark W. Sollenberger

Waveko

600 N Walkers Mill Rd
Griffin, GA 30223 US
drewsmsmith@aol.com

Estimate

ADDRESS
Jimmy Hardy
City of griffin

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Accepted By

Accepted Date

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Thomaston, GA 30286

anthony@doubleoakhomes.com
+1 (678) 767-8566

City Of Griffin

Bill to
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Estimate details
Estimate no.: 2024
Estimate date: 01/24/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
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2.		**Roof Replacement** Remove existing metal roof and replace with a metal roof of similar style, to include labor and materials, new metal panels, roof underlayment, due to unforeseen conditions of possibility of previous roof leaks, or damage to roof deck materials. those items may not be covered		1	$8,500.00	$8,500.00
3.		**Exterior Improvements** Siding repairs, to include demo soffit and facia for perimeter of building roughly 200 linear feet, install new windows as requested white in color, install 3 new exterior doors, and trim that is needed on exterior around windows and doors. install 5 new porch columns, and new porch ceiling roughly 150sqft.		1	$17,762.50	$17,762.50

Total **$187,562.00**

200 Plaza Drive
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City of Griffin, Anne Street / PD House Renovation
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12.20.23

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- Dumpster Fees.
- Continuous Cleanup.
- Final Cleanup.

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  - If any damage is found pricing approved with per prior approval to correct.
  - Scope of demo, remove all interior drywall, windows, floors, doors (interior & exterior), millwork, plumbing fixtures.
  - Remove and dispose of all materials from site.
  - Clean area to broom clean condition.

03 Concrete
- None, or as needed with approval.

04 Masonry
- None, or as needed with approval.

05 Miscellaneous Materials
- Nails.
- Screws.
- Anchor Bolts & Straps as needed.

06- Wood / Metals & Plastics
- Plates.
- Joist.
- Studs (metal).
- Sheathing.
- Drywall.
- All above as needed.

07-Thermal & Moisture Protection
- Insulation to meet code in walls and ceiling.

08-Doors & Windows
- Replace all existing windows & doors with as close as existing possible.
- Doors: 1 single hung Front Door, 1 single hung rear door, with 6 lights window panel, 1 double hung rear door, 15 light doors window panels.

09-Finishes
- Painting, 1 primer, 2 coat of colored paint to be determined by client.

10-Specialties
- Rework metal roof system with Stand Seam metal roof. (Remove and Replace)

11-Equipment
- As needed to perform work.

12-Furnishings
- None.

13-Special Construction

- None.

14-Conveying Systems

- None.

15-Mechanical

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- Install downstairs, 3 Mini Split units in areas to be determined.
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- Demo and replacement of existing fixtures.
- No updates to existing plumbing other than to replace existing fixtures, if needed repairs they will be at cost plus per approval.
-

18-Miscellanous

- Workmen's Compensation.
- General Liability.

TOTAL **$362,137.00**

Deducts:

None.

Exclusions:

Permits
Bonds
Impact Fees
Engineering Fees
Security system
Fire Alarm System, (only connection to existing system)
Fire Sprinkler System, Addition of Halon system to cover additional area added.
Anything not listed above.

Thank you for the opportunity to quote this project. If you have any questions, please give me a call or email. 706.975.1531 or mark@mcleroyinc.com

Respectfully Submitted,
Mark W. Sollenberger

Mark W. Sollenberger

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase from SHI, state contract, to provide security cameras, wireless access points, and displays in the amount of $20,443.14, and consider purchase for cable installation for said equipment from Georgia Entry Solutions, LLC, lowest and most responsive bidder, in the amount of $8,800.48 for the Griffin Police Department's Anne Street Precinct. *Chief Technology Officer Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The security cameras will offer enhanced public safety for the proposed Anne Street Precinct ensuring safe meeting spaces for community outreach programs in and around the building. Additional cabling and equipment will support the officers in the Precinct in community outreach as well as the FIT unit's daily operations from the same building. The technology equipment is being purchased from SHI off of state contract #: 99999-SPD-T20120501-0006. The cabling installation is being performed by Georgia Entry Solutions, lowest responsive bidder, over Netplanner with no response and WiredTech in the amount of $9,965.00.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $29,243.62 for equipment and cable installation will come from School Zone Safety Camera revenues.

Submitted By:
Gibb Cotton

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GA_STATE_CONTRACT_GA_Networking_Equipment_IT_Infrastructure_Products_Contract_99999-SPD-T20120501-0006.pdf
SHI Quote-24687585.pdf
estimate 1296 - Network Cabling and outlet terminations.pdf
estimate 1297 - Network Room Cabling.pdf
estimate 1295 - Upstairs Network Cabling and Rack Installation.pdf

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Networking Equipment and IT Infrastructure Products	eRFP 99999-SPD0000071	99999-SPD-T20120501-0006

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Georgia Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Cisco Systems, Inc.
(hereafter called Contractor)

2. Contract to Begin: **June 1, 2012** | Date of Completion: **May 31, 2013** | Renewals: **4**

3. Performance Bond, if any: **Not Applicable** | Other Bonds, if any: **Not Applicable**

4. Authorized Person to Receive Contract Notices for Agency: **Janet Pytelewski** | Authorized Person to Receive Contract Notices for Contractor:

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Software, Products and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Cisco Systems, Inc.

By *(Authorized Signature)* [signature] | Date Signed: JUNE 12, 2012

Printed Name and Title of Person Signing
Brian Fukuhara
Vice President Finance

Address

7.

Agency

Agency Name
Georgia Department of Administrative Services

By *(Authorized Signature)* [signature] | Date Signed: June 20, 2012

Printed Name and Title of Person Signing
Leslie Rowe, Assistant Commissioner - State Purchasing Div.

Address
200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010

APPROVED BY LEGAL

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Software, Products and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "**Agency**" means the Department of Administrative Services of the State of Georgia.

(ii) "**Awarded Item Schedule**" means the summarizing document, if any, listing the software, products and services as awarded to the Contractor and any other awarded companies.

(iii) "**Contract**" or "**Statewide Contract**" means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) "**Contractor**" means the provider(s) of the software, products and services under the Statewide Contract as identified in the Statewide Contract Form.

(v) "**Purchase Instrument**" means the documentation issued by the User Agencies to the Contractor or one of its authorized resellers for a purchase of software, products and/or services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies as long as such requirements are not in conflict with the terms of this Statewide Contract and/or are mutually agreed to by the parties in writing. **Services** means one or more of the services options as determined by RFX scope and selected by the Customer in its Purchase Order and described at: http://www.cisco.com/go/servicedescriptions

(vi) "**Response**", "**Contractor's Response**" or "**Final Response**" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) "**RFX**" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the software, products and/or services that are subject to the Statewide Contract.

(viii) "**State**" means the State of Georgia, the Agency, User Agencies, and any other authorized entities as identified by the RFX issuing Purchase Instruments against the Statewide Contract.

(ix) "**Statewide Contract Form**" means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the

Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases from this Statewide Contract. For clarity, User Agency also includes Department of Administrative Services of the State of Georgia when DOAS issues a Purchase Instrument

2. **Certified Source of Supply.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the software, products and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency. Contractor's products are not required to be certified as Security Content Automation Protocol Validated (SCAP) Products under NIST SCAP Validation program [http://scap.nist.gov/validation/] as noted in Attachment G to the RFX.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's or the State's forms, invoices or payment documents shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports as included in Exhibit B to this Contract. In addition, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency. This Section supercedes RFX reporting requirements as outlined in Section 3.1 of Attachment A to the RFX. In addition, Section 3.3 (Virtual Catalog) of Attachment A to the RFX shall be deleted in its entirety.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions herein. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. However, User Agenc(ies) shall pay for any services rendered or software and/or products received.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, the parties shall remain obligated to terms of the Statewide Contract, unless otherwise mutually agreed.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified software, products and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified software, products and services.

C. DESCRIPTION OF SOFTWARE, PRODUCTS AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall use reasonable efforts to provide all software, products, services, and other deliverables in compliance with the terms of the Statewide Contract.

2. **Software Licenses.** Contractor shall provide software licenses in compliance with the terms of this Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall grant User Agency a license to the software and accompanying documentation in accordance with the terms of the applicable Contractor End User License Agreement (EULA).

   Contractor's End User Licenses and/or service usage terms are available at the below sites:

   1) Cisco: http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html
   2) WebEx: http://www.webex.com/terms-of-service.html
   3) Ironport: http://www.cisco.com/web/about/doing_business/legal/service_descriptions/related.html

These End User License terms shall govern User Agencies' use of the software except as follows: 1) Governing law shall be per the terms of this Statewide Contract, 2) User Agency may transfer the software per Contractor's Software Transfer and Re-licensing Policy located at: http://www.cisco.com/en/US/prod/cisco_software_transfer_relicensing_policy.html and 3) Contractor shall pay for any audit's Contractor initiates.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:

   (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not State of Georgia government entities;

(ii) Create derivative works based on the software;

(iii) Reverse engineer, disassemble, or decompile the software; or

(iv) Remove any identification or notices contained on the software.

4. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

5. **Delivery and Acceptance.** Software and products shall be made available either by online download or shall be shipped F.O.B. destination Freight Prepaid. Destination shall be the location(s) specified in the Purchase Instrument. All shipped items shall be at the Contractor's risk until they have been delivered to the User Agency. All items shall be subject to inspection on delivery.

(i) Fixed Pricing Services. Certain services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the schedule for delivering milestones as defined by the statement of work mutually agreed to by the parties and as attached to the Purchase Instrument or such other written document mutually agreeable to User Agency and Contractor. Upon Contractor's completion and User Agency's acceptance of an identified milestone, Contractor may submit an invoice for payment in accordance with Section D "Compensation" of this Statewide Contract.

(ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. Such deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum pricing threshold that cannot be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports to the User Agency on a basis agreed to by the parties.

(iii) Acceptance Process. Acceptance of Services, where applicable, shall be as outlined in the Statement of Work covering such Services. Acceptance is not applicable to Contractor's Subscription-based services.

(iv) Product. Unless otherwise agreed in writing between Contractor and a User Agency, acceptance of product will occur no more than thirty (30) days after delivery of product to the User Agency address specified on the order document. User Agency's failure to provide notice to Contractor of acceptance or rejection within that thirty (30) day period shall be automatically deemed to be acceptance as of the thirtieth day after delivery.

6. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide software, products and services similar to the software, products and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar software, products and services from other contractors.

7. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the software, products and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all discounts are 1) firm and fixed 2) not subject to variation and 3) are off Cisco's then-current list price. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. Taxes, if any, are not included in the pricing / discounts. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies. In Section 3.5 d. (Late Payment Fee) of Attachment A to the RFX the interest on the overdue Fees shall be restated to be at a rate of five percent (5%) per annum (not 18% as stated in such RFX section).

2. **Billings.** If applicable, the Contractor shall submit, on a regular basis, individual invoices for the software, products and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments.

   Product Payment Terms: Payment terms shall be either fifteen (15) days from acceptance date or thirty (30) days date of invoice for those order(s) or portions thereof not requiring acceptance. All payments shall be made in US Dollars. If at any time User Agency is delinquent in the payment of any invoice, or is otherwise in breach of this Statewide Contract, Contractor may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order. User Agencies shall pay all approved invoices per the terms of this Section and in accordance with applicable provisions of State law.
   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any software, products or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

   Service Payment Terms: Payment terms shall be either fifteen (15) days from the date of acceptance or thirty (30) days from date of invoice for those order(s) or portions thereof not requiring acceptance. Unless otherwise agreed by Contractor, all payments shall be made in US Dollars. The invoice shall be accompanied by a schedule which details the services, deliverables and/or milestones (if any) including the resources in support of those services, deliverables and/or milestones for which the Contractor is requesting payment. The invoice shall comply with all applicable rules concerning payment of such claims.

3. **Retainage.** Notwithstanding Paragraph (D)(1) of this Statewide Contract, User Agency shall have the right to retain Fifteen Percent (15%) ("Retainage") of the total payment amount for any Cisco Advanced Services Transactional order (SOW-based order) or 2) Reseller professional services order either of which is $250,000.00 or more. User Agency shall release the Retainage to Contractor or Reseller only upon final and complete delivery of all services and upon full review and acceptance of the same by User Agency without any outstanding obligation pursuant to this Statewide Contract or any attendant agreements between the parties.

4. **RESERVED**

5. **RESERVED**

6. **Leasing/Financing.** Under the scope of this RFX, Contractor is offering Leasing/Financing arrangements via separate legal entities. Contractor has not agreed to Agency's leasing/financing documents as included in RFX. Any leasing/financing documents will be negotiated between the User Agency and Contractor's Leasing/Financing partner.

E. TERMINATION

1. Termination of the Statewide Contract.

(i) **Immediate Termination.** Agency may terminate the Statewide Contract for any one or more of the following reasons effective (a) immediately upon providing advance written notice if the breach is not capable of being cured, and (b) thirty (30) days after providing written notice if Contractor fails to cure such breach within such thirty (30) day period:

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

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

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

d. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

(ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

a. The Contractor is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

f. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

(iii) **Agency's Right to Terminate Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for software, products, and/or services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

b. The Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the reasonable period of time specified in the Agency's written notice to the Contractor, such period of time not less than thirty (30) days. If the breach or noncompliance is not remedied within the period of time specified in the written notice and the parties do not otherwise agree to an extension of the time period, the Agency may:

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute software, products and/or services from another source; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

Neither party shall be liable for any costs incurred by the other party in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

(i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive.

(ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase, in the event of Contractor's material breach, which breach is not cured within thirty (30) days' of Contractor's receipt of a written default notice from the User Agency.

In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for software, products and services actually rendered up to the termination date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and, if requested in writing by the User Agency, proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. Neither party shall be liable for any costs incurred by the other party in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

4. **The Contractor's Termination Duties.** Upon the termination date provided in the written notice of termination, the Contractor shall:

   (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

   (ii) Immediately cease using and, if so requested in writing, return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

   (iii) RESERVED

   (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

   (v) Immediately return to the User Agencies any payments made by the User Agencies for software, products and services that were not delivered or rendered by the Contractor, unless such payment was made for pre-paid subscription services.

5. Upon termination of the Contract, User Agency shall pay Contractor for all services performed and/or products received at the agreed upon prices, fees and expense reimbursement rates. If User Agency disputes the performance of services or receipt of products for which payment is due Contractor, then User Agency and Contractor shall in good faith resolve such dispute within thirty (30) days after Contract termination.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data.

State / User Agency and Contractor agree that in connection with this Statewide Contract and their relationship, they may obtain Confidential Information. **"Confidential Information"** means proprietary and confidential Information received by Cisco or Customer in connection with this Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Statewide Contract, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Contractor shall be authorized to disclose State / User Agency's Confidential Information to contractors or employees of a Contractor entity who have a legitimate business need to have access to such information. The receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving party's possession, custody, or control upon termination or expiration at any time and for any reason of this Statewide Contract. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Statewide Contract; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency.

Unless such information is disclosed by the Agency and/or User Agencies pursuant to statutory requirement or a valid order issued by a court or government agency, neither party shall disclose, advertise, or publish the terms and conditions of this Statewide Contract without the prior written consent of the other party. Any press release or publication regarding this Statewide Contract is subject to prior review and written approval of the parties.

The terms of this Section are subject to the State of Georgia Open Records Law and State Purchasing Guidelines.

2. **Survives Termination.** The receiving party's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract for five (5) years after such termination.

G. INDEMNIFICATION

1. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

1.1. Claims. Subject to the approval of the Attorney General, Contractor will defend any claim against State that a Product infringes third party patents or copyrights (**"Claim"**) and will indemnify State against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim, provided that State:

(a) Promptly notifies Contractor in writing of the Claim; and

(b) Cooperates with Contractor in the defense of the Claim, and grants Contractor full and exclusive control of the defense and settlement of the Claim and any subsequent appeal.

1.2. Additional Remedies. If a Claim is made or appears likely, State agrees to permit Contractor to procure for State the right to continue using the Product, or to replace or modify the Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then State will

return the Product and Contractor will refund State's remaining net book value of the Product calculated according to generally accepted accounting principles.

1.3. Exclusions. Contractor has no obligation for any Claim based on:

(a) compliance with any designs, specifications, or instructions provided by State or a third party on State's behalf;

(b) modification of a Product by State or a third party;

(c) the amount or duration of use which State makes of the Product, revenue earned by State from services it provides that use the Product, or services offered by State to external or internal States; or

(d) combination, operation, or use of a Product with non-Contractor products, software or business processes.

Sole and Exclusive Remedy. This Section G. states Contractor's entire obligation and State's exclusive remedy regarding any claims for intellectual property infringement.

2. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or arising from:

(i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor.

3. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund.

4. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required in Exhibit A. This Section supersedes Section 3.6 (Standard Insurance Requirements) of Attachment A to the RFX.

I. RESERVED

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

   a. Products. The warranties for the Products may be found at the following URL:http://www.cisco.com/go/warranty.

   b. Notwithstanding any other term of this Statewide Contract, Contractor's sole and exclusive warranty and obligations are set forth in Contractor's Limited Warranty Statement delivered with the Product.

   c. Services. All Services provided hereunder shall be performed in a workmanlike manner. User Agency shall notify Contractor promptly of any claimed breach of this Services warranty. User Agency's sole and exclusive remedy for any breach of warranty shall be, at Contractor's option, re-performance of the Services or termination of the applicable Equipment List or SOW, and return of the portion of the fees paid to Contractor by User Agency for such non-conforming Services.

   d. Restrictions. The limited warranties referenced in this Section do not apply if the Product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, used or maintained in accordance with instructions made available by Contractor, (c) has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled or operated; (d) is acquired by Agency for beta, evaluation, testing, demonstration purposes or other circumstances for which Contractor does not receive a payment of a purchase price or license fee. The limited warranties referenced in this Section also do not apply to any software or hardware that may be offered for sale on the Price List in the name of a third party.

DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CISCO HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

2. **Warranty – Nonconforming Software, Products or Services** Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract. Except as provided in Cisco's warranty statements, Cisco does not accept returns unless (i) Cisco shipped a product other than as specified in the Purchase Order, (ii) such Product is unopened, and (iii) the Product is returned in accordance with Cisco's then current RMA policy and procedures.

3. **RESERVED**

4. **RESERVED**

5. **RESERVED**

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. Notwithstanding any other provision of this Statewide Contract, nothing in this Statewide Contract authorizes Agency to waive User Agencies rights to cover or seek substitute performance for defective performance which remains uncured by Contractor's standard warranty obligations and Agency specifically denies having waived such User Agencies rights; provided, however, nothing in this Statewide Contract prohibits Contractor from obtaining such waiver from individual User Agencies.

8. **Title to Property.** The Contractor represents that title to any property assigned, conveyed or licensed to the State is good and that, to the best of Contractor's knowledge, transfer of title to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. This Section is not a warranty of title. Title to any supplies, materials, or equipment shall transfer to the User Agencies upon delivery.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the software, products and services provided or used by it shall at a minimum conform to the applicable specifications provided with the software and/or products.

10. **Contractor's Personnel and Staffing.** All persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements, provided to Contractor and/or its Subcontractor in advance and in writing, of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

    All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all applicable professional licenses required to perform the services.

11. **State Security.** Contractor's regular employees, vendors, contractors, partners and temporary workers issued a Contractor badge undergo (prior to badge issuance) a criminal background check that includes criminal conviction history (misdemeanor and felony convictions covering a minimum of 7 years), At User Agency's request and expense, User Agency may require that an additional criminal background investigation be made of any and all Contractor personnel utilized to provide services to such User Agency. If such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the User Agency, then the User Agency may request that such Contractor personnel no longer provide services to the User Agency. Agency and User Agency understands that Contractor personnel have the option to refuse being subjected to the criminal background investigation. The sole recourse for such refusal is removal from providing services for the Agency and/or User Agency. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor shall

provide notice to Agency of the changed status (once Contractor becomes aware) of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship. This Section supersedes any Contractor and/or its subcontractor background requirements contained in the RFX to include Attachment C to the RFX.

12. **Use of State Vehicles.** No State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

13. The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs (such as each of these provisions rising to a level of a warranty unless otherwise stated).

K. RESERVED.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The parties, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

   Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. The parties shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

   (i) Local license or permit requirements;

(ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and

(iii) All applicable foreign corrupt practices acts.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards 1) in effect during the performance of the Statewide Contract and 2) provided to the Contractor in advance and in writing, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by the Contractor.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

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

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

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

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

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

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.**

    Contractor has the right to utilize alternate fulfillment partners, including value added resellers (VARs) and/or distributors and dealers (hereafter "Reseller[s]" or "Subcontractors") as fulfillment agents under this Statewide Contract, e.g., for direct order taking, processing, fulfillment or provisioning.

    Subject to approval of the Agency, Resellers may be added at any time during the term of this Statewide Contract at the sole discretion of Contractor, with a minimum of five (5) Resellers and no set maximum number of Resellers who may be used, subject to the approval of the State. Contractor, in its sole discretion, is not required to add and may delete upon thirty (30)

days written notice any Reseller who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

The name, address and approved contact number for each approved Reseller shall be separately set forth at the Contractor's website, which will be updated from time to time by Contractor during the term of this Statewide Contract.

User Agencies may place orders directly only through these Resellers on approved products and services. The order process shall be as agreed between the User Agency and the Resellers. Only those Resellers approved and listed during the term of this Statewide Contract at Contractor's website are authorized to directly receive Purchase Orders, invoice User Agencies, and receive payment from User Agencies on Contractor's behalf. All authorized Resellers are eligible to quote pricing to User Agencies for procurements under this Statewide Contract which otherwise meet the Reseller's qualifying criteria.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Reseller's participation or ability to quote pricing for a User Agency. Resellers will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Statewide Contract. However, any additional incremental discounts available to User Agencies, if offered, may be provided in the discretion and as the sole legal obligation of the Reseller to the Agency.

Contractor shall not be responsible for verification of E-Rate compliance by the Reseller; however it will use reasonable efforts to compile the SPIN number for Reseller selling to all schools within GA's school districts, GA's Charter schools, GA's State Schools and GA's Libraries. Contractor shall not be responsible for monitoring Reseller's Better Business Bureau rating. However, Contractor will work with the Agency to 1) properly onboard Reseller(s) such that the Reseller(s) are aware of the scope of the Master Contract, 2) manage de-certification or off-boarding of Resellers from servicing User Agencies under this Master Contract, and 3) assist in the resolution of any escalated User Agency issue(s). In addition, Contractor will facilitate review meetings with Resellers to ensure that the Agency's and Contractor's business needs and requirements are satisfactorily met as set forth in this Master Contract. Contractor may provide a reference on a proposed Servicing Partner if Agency requests.

Except as allowed under this Statewide Contract or as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. The Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint-venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for software, products and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the software, products and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided the earlier of:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by

law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Except in a Force Majeure event(s), time is of the essence with respect to performance of the terms under this Statewide Contract.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating solely to sales orders, invoices, payments or quarterly sales reports made in accordance with the contract, wherever such records may be located during normal business hours. Agency and the User Agencies shall provide adequate advance written notice of any audits and shall pay for any shortfalls in payment(s) revealed by the audit(s).. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings, the State reserves the right to charge the Contractor for appropriate reimbursement. In addition, if an audit discloses underpayment by the State, Agency or User Agency, Contractor reserves the right to charge the applicable State, Agency or User Agency for appropriate payment Evidence of criminal conduct will be turned over to the proper authorities The audit provisions in this Section and this Statewide Contract supercede the audit provisions in Section 3.5 (b) of Attachment A to the RFX.

24. **Solicitation.** The Contractor agrees that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **RESERVED**

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor has not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. Contractor shall also require such certification from its subcontractors.

28. **Use of Name or Intellectual Property.** The parties agree they will not use trademarks or logos of the other party in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the other party. Such consent, if provided, shall be provided within fourteen (14) business days of the provision of the request for review and approval.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

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

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. Unless otherwise provided in this Statewide Contract, if delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.**

Contractor's liability to the User Agency is limited to the greater of $1,000,000 or the amount payable by the User Agency for the relevant order (per occurrence). Neither the Agency, User Agency or Contractor will be liable to the other for lost revenues or profits, downtime costs, loss or damage to data or indirect or consequential damages. This provision does not limit any

party's liability for 1) unauthorized use of intellectual property, 2) third party claims for (i) death or bodily injury directly from negligence of the other party, or (ii) damage to tangible personal property (not including lost or damaged data), 3) acts of fraud or other willfully wrongful acts or omissions. Notwithstanding the foregoing, any representation as to a limitation of Contractor's liability as to third parties shall not require Agency or User Agencies to indemnify Contractor from claims of any third parties.

NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S TOTAL AGGREGATE LIABILITY UNDER THIS STATEWIDE CONTRACT IS LIMITED TO THE MONEY PAID TO CONTRACTOR UNDER THIS STATEWIDE CONTRACT DURING AN AVERAGE TWELVE (12) MONTH PERIOD.

NEITHER AGENCY, USER AGENCY OR CONTRACTOR WILL BE LIABLE TO THE OTHERS FOR ANY:

(A) SPECIAL (TO THE EXTENT SPECIAL DAMAGES WOULD NOT BE CONSIDERED DIRECT DAMAGE UNDER GEORGIA LAW), INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES;

(B) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; OR

(C) LOST OR DAMAGED DATA.

REFERENCES IN THIS SECTION TO A "PARTY" INCLUDES A PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS.

The State of Georgia has waived sovereign immunity for contract actions.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall use sufficient efforts to provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. Subject to payment of appropriate fees, agreement to applicable license terms and in compliance with licensing rights, The Contractor shall use sufficient efforts to transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

37. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquakes, labor disputes, shortages of supplies, actions of governmental entities, riots, war, acts or threatened acts of terrorism, fire, epidemics, delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

EXHIBIT A
INSURANCE REQUIREMENTS

1. Contractor shall, at its own expense, at all times during the term of this Statewide Contract, and after the termination of this Statewide Contract (as set forth below), provide and maintain in effect those insurance policies and minimum limits of coverage as designated below, and any other insurance required by law in any state where Contractor provides Services under this Statewide Contract, in insurance companies with an A.M. Best's Insurance Rating of A:VIII or better, and will comply with all those requirements as stated herein. In no way do these minimum requirements limit the liability assumed elsewhere in this Statewide Contract.

2. Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Workers' Compensation insurance shall be provided as required by any applicable law or regulation and, in accordance with the provisions of the laws of the nation, state, territory or province having jurisdiction over Contractor's employees, and Employer's Liability insurance with limits of $1,000,000.

3. Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability insurance covering all operations by or on behalf of Contractor arising out of or connected with this Statewide Contract providing insurance for bodily injury, property damage, personal and advertising injury, products/completed operations liability and contractual liability, with limits of $2,000,000 each occurrence and $4,000,000 in the annual aggregate. Customer will be included as an additional insured under the Commercial General Liability insurance, but only to the extent of liabilities falling within Contractor's indemnity obligations pursuant to the terms of this Statewide Contract, and such insurance shall apply as primary insurance, without a right of contribution from any other insurance maintained by Customer.

4. Automobile Liability Insurance. Contractor shall maintain Business Automobile Liability insurance, coverage for all owned, non-owned and hired vehicles used in Contractor's performance of the Services under this Statewide Contract, covering bodily injury and property damage, with limit of $2,000,000.

5. Errors and Omissions Liability Insurance. Contractor shall maintain technology errors and omissions insurance covering negligent acts, errors and omission in the performance of Services, with limits of not less than $5,000,000 per claim and $5,000,000 in the annual aggregate. Such insurance shall include coverage for liability arising from (a) theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) the introduction of a computer virus into a customer's or third person's computer, data, software or programs. Contractor will continue to maintain such coverage for one year after termination of this Statewide Contract. Notwithstanding anything to the contrary herein, Contractor reserves the right to self-insure this coverage at its sole discretion.

6. Umbrella and/or Excess Liability Insurance. Contractor shall maintain Umbrella and/or Excess Liability insurance with limits of not less than $5,000,000 each occurrence and $5,000,000 in the annual aggregate in excess of the limits provided by Contractor's Employer's Liability, Commercial General Liability, and Automobile Liability insurance policies. The coverage terms of the Umbrella/Excess Liability insurance shall be on a follow-form basis.

7. Contractor shall provide Customer with current certificates of insurance reflecting the coverage set forth above at the time this Statewide Contract is executed, or within a reasonable time thereafter, and within a reasonable time after such coverage is renewed or replaced. In the event of notice of cancellation, Contractor shall promptly replace coverage so that no lapse in insurance occurs.

EXHIBIT B
SAMPLE REPORT

Partner Name:
State:
Contract ID:
Quarter End Date:
Contact Name:
Contact Phone:
Contact Email:
Partner POR Has Cisco Face Increases
Spreadsheet Message
Cisco Sales Order or Transaction ID
Partner PO Number (To Cisco or Both)
Partner PO Date (To Cisco or Both)
Partner to Purchasing Entity's Invoice Number for Transaction
Partner to Purchasing Entity's Invoice Date for Transaction
Purchasing Entity's PO Number
Purchasing Entity's PO Date
Purchasing Entity Type
Purchasing Entity Name
Purchasing Entity Address (Address Line 1, City, State, Zip Code)
Type of Sale: Product, Service, or Bundle (Product & Service)
Product/Service SKU
Product/Service Description
Prod/Serv Qty OR BMC Hours
Product/Service List Price OR BMC Hourly Rate
Product/Service Discount %
Product/Service BMC Net Amount
Contract Admin Fee Amount
State Admin Fee Amount
Cisco CMD Items:
Cisco CMD Team:
Add 10 Blank Rows
Apply Format Rows

Attachment 2

The following RFX documents are incorporated by reference into the Statewide Contract:

- RFP#99999-SPD0000071 Attachment A eRFP v.4
- RFP#99999-SPD0000071 Attachment B Definitions of Terms v2
- RFP#99999-SPD0000071 Attachment C GA Performance Expectations
- RFP#99999-SPD0000071 Attachment D Supplier General Information Worksheet
- RFP#99999-SPD0000071 Attachment E Immigration and Security Form
- RFP#99999-SPD0000071 Attachment F Mandatory Worksheet v3
- RFP#99999-SPD0000071 Attachment G Mandatory Scored Response Document
- RFP#99999-SPD0000071 Attachment H Servicing Partner Portfolio
- RFP#99999-SPD0000071 Attachment I Additional Scored Response Document
- RFP#99999-SPD0000071 Attachment J Cost Proposal Worksheet
- 99999SPD0000071 Addendum #01
- 99999SPD0000071 Addendum #02
- State Response Questions & Answers 10182011
- State Response Questions & Answers 11022011
- State Response Questions & Answers 11092011

Attachment 3

The following Contractor's response documents are incorporated by reference into the Statewide Contract:

- Attachment F Cisco Systems Mandatory Worksheet
- Attachment G Cisco Systems Mandatory Scored Response
- Attachment H Cisco Systems Servicing Partner Portfolio
- Attachment I Cisco Systems Additional Scored Response
- Attachment J Cisco Systems Cost Proposal Worksheet
- Cisco Systems Category 1 – 6 Price List
- Cisco Systems E-Rate Eligible Final (List)
- Cisco Systems IronPort Price List (Final)
- Cisco Systems' Response to Clarification Request #01
- Cisco Systems' EU Software License
- Cisco Systems' IronPort EU Software License

Pricing Proposal
Quotation #: 24687585
Created On: 4/2/2024
Valid Until: 6/3/2024

GA-City of Griffin

Gibb Cotton
100 South Hill Street
Attn: ITC – 4th Floor
Griffin, GA 30223
United States
Phone: (770) 233-2928
Fax:
Email: gcotton@cityofgriffin.com

Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Meraki Wide Angle MV12 Mini Dome HD Camera - 256GB Storage Cisco Systems - Part#: MV12W-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** Direct ship from Meraki	3	$575.38	$1,726.14
2	Meraki Varifocal MV72 Outdoor HD Dome Camera - 256GB Storage Cisco Systems - Part#: MV72-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** Direct ship from Meraki	7	$824.66	$5,772.62
3	Meraki MV Enterprise License and Support, 5YR Cisco Systems - Part#: LIC-MV-5YR Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** (5yr) cost	10	$611.48	$6,114.80
4	Meraki MS125-48LP 10G L2 Cld-Mngd 48x GigE 370W PoE Switch Cisco Systems - Part#: MS125-48LP-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** Direct ship from Meraki	1	$2,304.60	$2,304.60
5	Meraki MS125-48LP Enterprise License and Support, 5 Year Cisco Systems - Part#: LIC-MS125-48LP-5Y Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** (5yr) cost	1	$537.87	$537.87
6	Meraki MR44 WiFi 6 Indoor AP Cisco Systems - Part#: MR44-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** Direct ship from Meraki	1	$584.71	$584.71

7	Meraki MR Enterprise License, 5YR Cisco Systems - Part#: LIC-ENT-5YR Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** (5yr) cost	1	$385.68	$385.68
8	50IN BEC SERIES COMMERCIAL TVUHD DISPLAY 250 NIT 16/7 3YRS Samsung - Part#: BE50C-H Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI **Note:** In stock (263)	2	$457.53	$915.06
9	55IN COMMERCIAL 4K UHDDISPLAY 500 NIT Samsung - Part#: QM55C Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI **Note:** ETA 5/20	2	$1,050.83	$2,101.66
			Subtotal	$20,443.14
			Total	$20,443.14

Additional Comments

Cisco's General Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer."
The following bullets apply to all Samsung SDS America, Inc. items on this quote:

- Samsung SDS America, Inc. software is governed by the applicable end user license agreement that is either available at https://www.samsungsds.com/us/etc/legal/legal.html or presented to you during the installation process. By purchasing, accessing, installing, or using any Samsung SDS America, Inc. software or its documentation, you agree to comply with the applicable end user license agreement

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

The following is related to the Cisco software items on this quote:

- Please see the following links to Cisco's Security and Trust Center , Trust Portal , Online Privacy Statement , as well as Customer Master Data Protection Agreement which all are incorporated by reference into the EULA

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ESTIMATE

GEORGIA ENTRY SOLUTIONS LLC
The Quality and Integrity You Deserve

Georgia Entry Solutions

phillip@georgiaentrysolutions.com
(404) 861-9363

Estimate #	1296
Date	Thu Mar 28 2024
Total	3714.80

Prepared For:
Gibb Cotton City of Griffin
100 South Hill St Unit Suite 402
Griffin, Georgia 30224
gcotton@cityofgriffin.com

Service Location:

Description	QTY	Price	Amount
Data Outlet Plate/Cable Drop Provide material, labor, equipment and supervision to furnish and install one Cat6 Cable from the Server room to the drop location less than 100 feet form the server room, per code and industry standards. To include Wire Management.	20	$185.74	$3714.80
		Sub total	$3714.80
		Tax	$0.00
		Tax Rate	0.00%
		Total	$3714.80

Terms:
Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:
Anne Street Office - Network Down Stairs
Data Outlet Plate/Cable Drop is to include the installation of one IP Camera in Necessary.

Thank you for your business

ESTIMATE

GEORGIA ENTRY SOLUTIONS LLC
The Quality and Integrity You Deserve

Georgia Entry Solutions

phillip@georgiaentrysolutions.com
(404) 861-9363

Estimate #	1297
Date	Thu Mar 28 2024
Total	1671.66

Prepared For:
Gibb Cotton City of Griffin
100 South Hill St Unit Suite 402
Griffin, Georgia 30224
gcotton@cityofgriffin.com

Service Location:

Description	QTY	Price	Amount
Data Outlet Plate/Cable Drop Provide material, labor, equipment and supervision to furnish and install one Cat6 Cable from the Server room to the drop location less than 100 feet form the server room, per code and industry standards.	9	$185.74	$1671.66
		Sub total	$1671.66
		Tax	$0.00
		Tax Rate	0.00%
		Total	$1671.66

Terms:
Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:
Anne Street Office - Cameras Upstairs
Data Drip = Camera installation to include wire management.

Thank you for your business

ESTIMATE

GEORGIA ENTRY SOLUTIONS LLC
The Quality and Integrity You Deserve

Georgia Entry Solutions

phillip@georgiaentrysolutions.com
(404) 861-9363

Estimate #	1295
Date	Thu Mar 28 2024
Total	3414.02

Prepared For:
Gibb Cotton City of Griffin
100 South Hill St Unit Suite 402
Griffin, Georgia 30224
gcotton@cityofgriffin.com

Service Location:

Description	QTY	Price	Amount
19U Wall Mounted Rack System Provide material, labor, equipment and supervision to furnish and install one 19u wall mounted rack per manufactures specifications.	1	$456.32	$456.32
24 Patch Panel Provide material, labor, equipment and supervision to furnish and install one 24 port patch panel per manufactures specifications.	2	$75.41	$150.82
UPS Battery Backup Provide material, labor, equipment and supervision to furnish and install one Rack mounted battery back up.	1	$658	$658.00
3/4 Inch Cabinet Grade Ply wood Provide material, labor, equipment and supervision to furnish and install one sheet of 4x8 plywood server room.	4	$165.74	$662.96
Data Outlet Plate/Cable Drop Provide material, labor, equipment and supervision to furnish and install one Cat6 Cable from the Server room to the drop location less than 100 feet form the server room, per code and industry standards.	8	$185.74	$1485.92
		Sub total	$3414.02
		Tax	$0.00
		Tax Rate	0.00%

Total	$3414.02

Terms:
Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:
Anne Street Office - Up Stairs Network

Thank you for your business

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Georgia Entry Solutions, lowest quote, in the amount of $24,775.84 for the purchase and installation of an electronic gate at the new police precinct located at the corner of Anne Street and Beck Street. *Administrative Services Division Captain, Daniel Jett, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The agreement with Georgia Entry Solutions is to provide and install an electronic gate to the the rear parking lot of the new police precinct located at the corner of Anne Street and Beck Street. Georgia Entry Solutions was the lowes quote we received in the amount of $24,775.84. The Police Department received an additional quote from Bravo Fence in the amount of $32,382.00 and a third quote from R+J Welding in the amount of $34,123.37.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The funds for the building remodel for the new police precinct in the amount of $24,775.84 will be utilized from School Zone Safety Camera revenue.

Submitted By:
Daniel Jett

Meeting Date:
14/05/2024

ATTACHMENTS:
Georgia Entry Solutions Purchase Order.pdf
Georgia Entry Solutions Quote.pdf
Bravo Fence Quote.pdf
R and J Welding Quote.pdf

Griffin
Growing TOGETHER

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

DATE: 5/7/24

FY24 Purchase Order No.

Bid/Quote No. 1328

Vendor No.

Vendor Name & Address
Georgia Entry Solutions
Attn: Phillip Hicks
P.O. Box 799
Williamson, Ga 30292
Philliph@georgiaentrysolutions.com
Ph: 404-861-9363 Fax: N/A

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

Deliver to:
City of Griffin
Police Department
234 N Hill St
Griffin, GA 30223

ATTN: Captain Daniel Jett
Phone: 770-229-6450 ext 541 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Installation of Electronic Gate at Anne St. Location ✓	101 - 3230 - 54 - 1200 - 0000	1	ea	24,775.840	24,775.84
	- - - -				
	- - - -				
	- - - -				
5-7-2024	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: ✓	901 - 0000 - 13 - 1101 - 0000	*enter debit/credit amounts in*			-24,775.84
(DISTRIBUTION & $$) ✓	901 - 3200 - 11 - 7631 - 0000	*the extended totals column*			24,775.84

COMMENTS:

Totals: $** | **$ 24,775.84

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier ☐ Supplier Notified

COG USE ONLY

Police / / 5-7-24 ✓ AC 5/7/24
Dept / Requestor / Date

Police / 5-7-24
Department Mgr / Date

Purchasing / Date

Deborah M Gilbert 5.7.24
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

ESTIMATE

GEORGIA ENTRY SOLUTIONS LLC
The Quality and Integrity You Deserve

Georgia Entry Solutions
PO Box 799
Williamson Ga 30292
philliph@georgiaentrysolutions.com
(404) 861-9363

Estimate #	1328
Date	Tue May 07 2024
Total	24775.84

Prepared For:
Daniel Jett City of Griffin Police Department
One Griffin Center
Griffin, Georgia 30223
(770) 231-0684
djett@cityofgriffin.com

Service Location:

Description	QTY	Price	Amount
72" Cantilever Gate w/ 30' Opening Provide material, labor, equipment and supervision to install one 72" tall cantilever gate to preform with a 30' opening, per plans and specifications listed under Solicitation # 23-284	1	$8263.25	$8263.25
Doorking 9150 - Commercial Slide Gate Operator Provide material, Labor, Equipment and supervision to Furnish and Install one new Doorking 9150 commercial slide gate operator per manufactures specifications. To include one 2x2x2 concrete pad, low and high voltage conduits to protrude out of the concrete pad, and all components required by UL-325.	1	$6921.29	$6921.29
Doorking Dual Output Loop Detector Provide material, Labor, Equipment and supervision to Furnish and Install one dual output loop detector per manufactures specifications.	1	$705.58	$705.58
Vehicle Detection Traffic Loop Provide material, Labor, Equipment and supervision to Furnish and Install one Traffic Loop to be cut into the existing drive lane surface, per industry standards.	3	$295.24	$885.72
Underground Conduits Provide material, Labor, Equipment and supervision to Furnish and Install underground conduit to and from the specified locations, per code. price for liner foot.	250	$32	$8000.00
		Sub total	$24775.84

Total	$24775.84

Terms:
Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:
704 Anne St
Griffin Ga
Back Gate

Thank you for your business

BRAVO FENCE **PROPOSAL INVOICE**

1190 Hayes Industrial Dr Marietta, Ga 30062
☎ 770-966-9970 404-806-0127 info@bravofenceteam.com

MEMBER IN GOOD STANDING

Gate Automation

Name: Daniel Jett Phone: E mail: djett@cityofgriffin.com
Address: 704 Anne St County: City: Griffin Zip: 30224
Project Manager: Megan Kane (404) 395-3826 megan@bravofenceteam.com

GATE

	Size	Swing / Slide	Style
#1	25 f' wide 6 f' tall	Slide	canti/track
#	f' wide f' tall		
#	f' wide f' tall		

Material: ○ Gal. Chain-Link ○ Aluminum ○ Black Chain-Link ☒ Steel
Material Grade: ☒ Commercial ○ Residential
Posts: ☒ 4" ○ 6" ☒ Square / ☒ Round

Notes

CORE SYSTEM

Includes installation of below equipment per manufacturer's standard.

1 ea **Operator:** Doorking 9150 slide gate operator
Includes: All entrapment safeties require by UL 325.
2 ea **Electrical Ground Kit** 1 ea Concrete Pad
Ground rod, wire, and clamp
0 ea **Remote Controls** 3 ea Loops & Detectors
1 Button transmitters
0 ea **Knox Switch** 200' ea Directional drill shot
per county requirements
2 ea **Consumables** 1 ea Aiphone intercom station

CORE PRICE: ($ 32'382)

OPTIONAL

ea ($) ○
Includes:
ea ($) ○
Includes:
ea ($) ○
Includes:

COST

Cost of installation (including material, labor, and tax): ($ 32'382) Estimate is good for: 2 weeks. Date: 02 / 29 / 24
Payment to be made as follows: ($) Down ($ 32'382) Upon Completion.
Payment Methods: ○ Cash ○ Check ○ Visa ○ Master Card ○ Finance
Price does not include running of any high and low voltage wiring or conduits

1. Except for marked utilities, Bravo Fence will not be held responsible for any damage to any underground systems or wiring that are not clearly marked prior to commencement of project.
2. For wood fence projects, customer understands the nature of wooden materials, and has discussed the probability of cracking, warping, and shrinking of materials after installation with sales rep that it is not covered under warranty.
3. Customer is fully aware that extra charges can be incurred due to tough digging conditions.
4. Customer is fully responsible for permits, codes and/or HOA approval.

Purchaser signature: Date:

I have read, understand, and agree to the terms and conditions set forth on the front & reverse side of this contract.

INVOICE #165

R+J Welding

1523 Kells Lane, Griffin Ga 30223
(770) 584-6362

DATE

BILL TO

City of Griffin
100 S Hill St, Griffin Ga 30223
Metropolis, UA 78911
(770) 229-2400

FOR

Anne St Gate

Details	AMOUNT
Commerical Chainlink Slide Gate	$9,536.25
Commerical Slide Gate Opener	$8,563.24
Saftey Devices & Loops	$3,658.14
Conduit from the Building to the Operator	$12,365.74
SUBTOTAL	$34,123.37
TAX RATE	8.75%
OTHER	$0.00
TOTAL	$37,109.16

Make all checks payable to R+J Welding

If you have any questions concerning this invoice, use the following contact information:

THANK YOU FOR YOUR BUSINESS!

(770)584-6362

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase from FARO Technologies Inc., Single Source, to provide a FARO Focus Premium which includes a crime scene laser scanner and training for the Griffin Police Department's crime scene unit in the amount of $66,874.79. *Criminal Investigations Division Captain, John Hayes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The FARO Focus Premium 3D laser scanner provides on-scene, digital documentation of crime scenes for the Griffin Police Department. The scanner can produce a 3D map of an area up to 350 meters from the unit preserving distances from key evidence within a room as well as entry points and overall room layout. These 3D maps can ther be replayed in court using the built-in software which will aid in speedy adjudication. The funds for the FARO Focus Premium will come from school zone safety camera revenue.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $66,874.79 will come from school zone safety camera revenue.

Submitted By:
Gibb Cotton

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Brochure - Focus Premium & Stream - PSA - LTR - ENG (1).PDF
FY24 Sole Source.pdf
Griffin PD-P70-Q02310237 - Updated Quote.pdf
PO - FARO Technologies Inc.pdf

FARO®

Focus Premium

On-Scene Digital Documentation with Global Reach



Premium Preview:
The Ultimate in 3D Data Capture

Building on our history of accuracy and reliability, the new FARO® Focus Premium Laser Scanner is the fastest, most accurate and connected scanner on the market to date, featuring entirely new components with a proven design.



Up to 50% Faster Scan Times

Complete scans faster using your regular settings, even in color.

Super-High Color Resolution

The latest color camera technology enables the Focus Premium to capture scans with up to 266 megapixel color information.

Two-Year Warranty

An extended standard service window means maximizing the life of this product while reducing the total cost of ownership throughout the device's lifespan. Two years allows for maximum flexibility and the peace of mind knowing that any repairs or defective parts will be replaced.

A 'Focused' Look

The Focus Premium provides exceptional capturing efficiency, data quality and accuracy for public safety professionals while offering data quality at faster scan speeds. It is capable of reducing on-scene scanning time by up to 50% using your regular settings. Meanwhile, faster loading and system response yields greater data management efficiency when paired with the new FARO Stream mobile app, a solution Focus Premium operators can use on-scene to take pre-registration scans.

Focus Premium Features:

- Up to 350m scanning range, leading to superior area coverage per scan position
- Smartphone-enabled remote control capabilities, limited only by the range of a Wi-Fi network
- Improved wireless workflow with more stable and faster Wi-Fi operation
- On-site registration, the process of combining multiple scans using common overlap, means faster project completion and real-time awareness of scan errors or missing data — know before leaving the scene if there are data gaps
- Scanner control can be executed on either the app or on the on-board user interface
- Users have easy access to create projects, change scanner settings, manage image resolution, opt for color or black and white scans, group scans through clustering, and add annotations
- Rugged construction and housing can withstand tough day-to-day work
- Integrated high-speed SSD data storage for maximum scan capacity and lighting fast scan processing, plus reliable standard SD card storage

Focus Premium Specifications

Performance Specifications			
Unambiguity Interval	614 m for up to 0.5 MPts/sec	307 m at 1 MPts/sec	153m at 2 MPts/sec
Range[1]	White: 0.5 – up to 350 m	Dark-grey: 0.5 – up to 150 m	Black: 0.5 – 50 m
Max Speed	Up to 2 MPts/sec		
Range Noise[1,2,3]	White: 0.1 mm @10 m 0.2 mm @25 m	Dark-grey: 0.3 mm @10 m 0.4 mm @25 m	Black: 0.7 mm @10 m 1.2 mm @25 m
3D Accuracy[4]	2 mm @10 m	3.5 mm @25 m	
Ranging Error[5]	±1 mm		
Angular Accuracy[6]	19 arcsec		
LaserHDR	Yes		
Temperature Range[7]	Operating: +5° to +40° C	Extended Operating: -20° to +55° C	Storage: -10° to +60° C

Additional Performance Specifications	
Color Unit	
Color Resolution	Up to 266 MPx color
Raw Color Resolution	867 MPx
HDR Camera	13 MPx - 2x, 3x, 5x brackets
Parallax	Minimized due to co-axial design
Deflection Unit	
Field of View	300° vertical[9] / 360° horizontal
Step Size	0.009 (40,960 Pts on 360°) vertical / 0.009 (40,960 Pts on 360°) horizontal
Max. Scan Speed	97 Hz (vertical)
Laser (Optical Transmitter)	
Laser Class	Laser Class 1
Wavelength	1553.5 nm
Beam Divergence	0.3 mrad (1/e)
Beam Diameter at Exit	2.12 mm (1/e)
Data Handling and Control	
Data Storage	SATA 3.0 SSD 128 GB and SDXC™ V30 64 GB SD Card; SD3.0, UHS-I / SDXC™ / SDHC™, max. 512 GB
Scanner Control	Via touch screen display and WLAN connection, Control by FARO Stream App (iOS & Android) or mobile devices with HTML5
Interface Connection	
WLAN	IEEE 802.11 ac/a/b/g/n 2x2 MIMO, as access point or client in existing networks (2.4 and 5 GHz)
USB	USB 3 port

Additional Features	
Dual Axis Compensator	Performs a leveling of each scan with an accuracy of 19 arcsec valid within ±2°
Height Sensor	Via an electronic barometer, the height relative to a fixed point can be detected and added to a scan
Compass[10]	The electronic compass gives the scan an orientation
GNSS	Integrated GPS & GLONASS
On-Site Compensation	Creates current quality report and improves compensation automatically
Accessory Bay	The accessory bay connects versatile accessories to the scanner
Inverse Mounting	Yes
Real-time, On-site Registration	Stream App real-time scan streaming, registration, overview map and Sphere cloud upload
Electronic Automation Interface	Available as option, only at point of sale
Digital Hash Function	Scans are cryptographically hashed and signed by the scanner
Rescanning of Distant Targets	Defined areas recaptured in higher resolution at a greater distance
Retake Photos	Select individual photographs with unwanted objects and retake them
Tripod Safety	It is recommended that only one tripod segment is used to maximize scanner stability

General Specifications	
Power Supply	19 V (external supply), 14.4 V (internal battery)
Typical Power Consumption	19 W idle, 32 W scanning, 72 W charging
Typical Battery Operation Time	About 4 hours
Typical Scan Time[8]	About 1 min
Ingress Protection (IP) Rating Class	54
Humidity	Non-condensing
Weight	4.4 kg (including battery)
Size/Dimensions	230 x 183 x 103 mm
Calibration	Recommended annually
Manufacturer Warranty	2 years

CLASS 1 LASER PRODUCT

1. White 90% Reflectivity, Dark-gray 10% Reflectivity, Black 2% Reflectivity, for a Lambertian scatterer | **2.** Ranging noise is defined as the variation of distance samples from repeated measurements of a single point at 122k Pts/sec | **3.** Some surfaces can lead to additional noise | **4.** For distances larger 25 m add 0.1 mm/m of uncertainty | **5.** Ranging error is defined as a systematic measurement error at around 10 m and 25 m |**6.** It is recommended to perform on-site compensation in the event the unit is exposed to exceptional temperature or mechanical stress|**7.** Low temperature operation: scanner has to be powered on while internal temperature is at or above 15° C. High temperature operation: additional accessory Thermal Cover required | **8.** Accelerated Profile with PanoCam | **9.** 2x150°, homogeneous point spacing is not guaranteed | **10.** Ferromagnetic objects can disturb the earth magnetic field and lead to inaccurate measurements

All accuracy specifications are standard deviations, after warm-up and within operating temperature range; unless otherwise noted. Subject to change without prior notice.

A Productivity Workflow Solution

The new FARO Stream mobile app makes the amount of time law enforcement must remain on-scene more productive and safer for everyone. This app gives public safety professionals a new unique capability: the ability to pre-register scans on-site. Once they've taken the scan, they can see the scan outlines in real-time and make positional adjustments to ensure all the evidence is accurately captured the first time. It also eliminates the need for an on-scene laptop or return trips. Investigators can also include complementary data like field annotations and photographic images after a scan is complete.

Snap-In Success

The new Focus Premium is also designed to work seamlessly with the FARO Freestyle 2 Handheld Scanner, thanks to its "Snap-In" feature. Save the time that is required for multiple scanner positions when it comes to scanning complex scenes with multiple pieces of evidence. Snap-In enables the user to seamlessly add data starting from a Focus Laser Scanner point cloud by using it as a reference for missing data from such hard-to-scan locations, including areas in shadow and objects with irregular shapes and sizes.

The two point clouds are then pre-registered in the same project. Together Focus Premium and Freestyle 2 achieve what neither tool can do alone — provide both the speed and granularity of data capture to ensure that no on-scene detail is missed.



Streamline Digital Workflows

Whether it's for crime scene analysts, crash reconstructionists, forensic investigators, or for courtroom testimony and 3D photorealistic visual representations, the new Focus Premium Laser Scanner, paired with Stream, enables enhanced workflow efficiencies that will help public safety professionals provide the closure and answers all parties seek.

With the Focus Premium and Stream, users can gather data faster and be more confident in the on-scene data evidence they collect. **Contact your local sales representative or visit FARO.com to learn more.**

Local Offices in over 25 countries around the world. Go to **www.faro.com** to learn more.

FARO Global Headquarters
250 Technology Park, Lake Mary, FL 32746, USA
US: 800 736 0234 MX: +52 81 4170 3542
BR: 11 3500 4600 / 0800 892 1192

FARO Europe Regional Headquarters
Lingwiesenstr. 11/2
70825 Korntal-Münchingen, Germany
00 800 3276 7253

FARO Asia Regional Headquarters
No. 3 Changi South Street 2, #01-01 Xilin
Districentre Building B Singapore, 486548
+65 65111350

Revised: 3/31/2022

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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: Faro Focus Premium

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

Griffin's current software is provided by FARO

Supplier/Source Name/Address: **FARO Technologies, inc.**

Supplier/Source Contact: **Joi Haner** **Phone:** **407-333-9911**

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

Provide hardware, software and trianing for one crime scene laser scanner

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

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

Crime scene staff have been trained in existing FARO 2D software which will reduce the training nessessary to learn the new system. Existing FARO software will leverage the new product providing new capabilities for crime scene.

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:	4/29/2024	Requestor:	gcotton		
Department:	PD	Dept Accting Code:		Phone:	x475

Purchasing Use Only ⇓ **Finance Approval:**

Comment:

Date Processed:		Date Posted to GPR:		Solicitation #:	
Outcome:					
Awarded Sole Source:		Issued PO/Contract:		Competitive Bid:	Protests:

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

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Joi Haner
Email: joi.haner@faro.com
Sales Support: Jody Westfall
Contact Person: Michael Smith

Quotation No: 02310237
Quotation Date: 12/08/2023
Expiration Date: 05/31/2024

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works

Bill To:

Griffin Police Department (GA)
868 W Poplar St
Griffin,GA,30224
US

Ship To:

Griffin Police Department (GA)
Griffin,United States
868 W Poplar St
Griffin,GA,30224
US

Notes:

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
LS9-HU 	**FARO Focus Premium USA** Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	**1**	**$ 43,990.00**	**$ 40,604.20**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

ACCS-PWR-0014	**3D_AC_LS_FocusS Battery Power Block** Power Block battery for Focus laser scanner and Freestyle.	**1**	**$ 610.00**	**$ 610.00**
ACCSS8032	**3D_AC_LS_Standard Carbon Fiber Tripod** Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	**1**	**$ 1,300.00**	**$ 1,164.00**
TR-SCN-POS	**Laser Scanner Tr. - FARO Fac. - Inc** Available only at point of FARO system sale. Includes training for 2 Trainees.	**1**	**$ 0.00**	**$ 0.00**
TR-SCN-POS-FOR-O	**OnSite Forensics Cust-Site Upg. 5 Day** Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	**1**	**$ 9,610.00**	**$ 9,130.00**

SV2-SCN-Y3	**FOCUS Premium Complete Care-Year 3** Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 3 from point of sale.	**1**	**$ 5,590.00**	**$ 5,111.90**
ACCS-CASE-0012	**Focus Standard Tripod Bag** Carrying bag for a standard tripod. Attachable to a backpack.	**1**	**$ 160.00**	**$ 150.00**
SSA51007-3Y Z 3D Zone Expert	**SSA51007-FARO Zone 3D Expert** Contract Date: 12/08/2023 - 12/08/2026	**1**	**$ 5,280.00**	**$ 4,753.00**
SSA0900-3Y SCENE	**SSA0900-Scene** SCENE. New License. Includes standard maintenance. License containers sold separately. Contract Date: 12/08/2023 - 12/08/2026	**1**	**$ 5,850.00**	**$ 5,335.00**
SOFTL0001	**Single User Soft Lock**	**2**	**$ 0.00**	**$ 0.00**

RECURRING COSTS				
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL

Total Unit Price:	**$ 72,390.00**
Total Recurring Costs:	**$ 0.00**
Total Discount:	-($ 5,531.90)
Sub Total:	$ 66,858.10
Shipping & Handling:	$ 16.69
Total Excluding Tax:	$ 66,874.79
Total Taxes:	$ 0.0
Total Due: (USD)	**$ 66,874.79**

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____Print:_____
Title:_____Date:_____
Accounts Payable Name:_____Email:_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

SH 5.2.24

Griffin
Growing TOGETHER

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

DATE: 5/2/24

FY24 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
FARO Technologies, Inc.
Attn: Joi Haner
PO Box 116908
Atlanta, GA 30368-6908
joi.haner@faro.com
Ph: (360) - 731 - 2227 Fax:

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

Deliver to:
City of Griffin
Information Technology Department
100 South Hill Street
Griffin, GA 30223

ATTN: Gibb Cotton
Phone: 678-633-9142 Fax: _____

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
School Zone Camera Funding					
FARO Crime Scene 3D Laser Scanner-Software	101 - 3230 - 54 - 2500 - 0000	1		66,874.790	66,874.79
	901 - 3200 - 11 - 7500 - 0000				66,874.79
5.2.2024	901 - 0000 - 13 - 1101 - 0000				(66,874.79)
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			
COMMENTS:			Totals: $		66,874.79

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

COG USE ONLY

PO / Gibb Cotton / 5/2/24

Dept / Requestor / Date 5/2/24

Department Mgr / Date

VAC 5/3/24

Purchasing / Date Deborah M Gilbert 5.3.24

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.

FARO

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Joi Haner
Email: joi.haner@faro.com
Sales Support: Jody Westfall
Contact Person: Michael Smith

Quotation No: 02310237
Quotation Date: 12/08/2023
Expiration Date: 05/31/2024

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works

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Griffin,GA,30224
US

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Notes:

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Phone No: 407-333-9911
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RECURRING COSTS

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FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ Print: _____

Title: _____ Date: _____

Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #: _____

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

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: Faro Focus Premium

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

Griffin's current software is provided by FARO

Supplier/Source Name/Address: **FARO Technologies, inc.**

Supplier/Source Contact: **Joi Haner** **Phone:** **407-333-9911**

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

Provide hardware, software and trianing for one crime scene laser scanner

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

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

Crime scene staff have been trained in existing FARO 2D software which will reduce the training nessessary to learn the new system. Existing FARO software will leverage the new product providing new capabilities for crime scene.

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: 4/29/2024 Requestor: gcotton

Department: PD Dept Accting Code: Phone: x475

Purchasing Use Only ⇩ **Finance Approval:**

Comment:

Date Processed: Date Posted to GPR: Solicitation #:

Outcome:

Awarded Sole Source: Issued PO/Contract: Competitive Bid: Protests:

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Georgia Airport Aid Funding Grant Contract for airport engineering, design and/or planning assistance in the amount of $141,281.14 for the new replacement Griffin-Spalding Airport between the Georgia Department of Transportation, the City of Griffin, Spalding County and the Griffin-Spalding Airport Authority. *Airport Director, Robert Mohl, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Per the existing MOA, the GS-Airport Authority will oversee the management and execution of the contract with financial oversight provided by the City of Griffin. This is for contract AP024-9000-40(255) .

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total Grant Amount = $141,281.14 (75% - 25%):

- GDOT Participation Amount = $105,960.86
- City of Griffin Local Match = $ 17,660.14
- Spalding County Local Match = $ 17,660.14
- The 25% Local Match funding will be remitted using the GS-Airport Authority's Interest Bearing Account (IBA)

Submitted By:
Robert Mohl

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin - Contract 40_Contract_Draft - Approved as to form by Whalen and Windham.pdf

Revised July 1, 2023

AGREEMENT

FOR

AIRPORT ENGINEERING DESIGN AND/OR PLANNING ASSISTANCE

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center
600 W. Peachtree St., NW
Atlanta, Georgia

And

CITY OF GRIFFIN, SPALDING COUNTY AND GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

Project Number: AP024-9000-40(255) Spalding
PID – T006606

This Agreement, entered into _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the CITY OF GRIFFIN, SPALDING COUNTY AND GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, hereinafter called the "SPONSORS".

WHEREAS, the SPONSORS desire to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the CITY OF GRIFFIN, SPALDING COUNTY AND GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration ("FAA") may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSORS have applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the CITY OF GRIFFIN, SPALDING COUNTY AND GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSORS that:

ARTICLE I

SCOPE AND PROCEDURE

The SPONSORS shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and incorporated as if fully set forth herein, and for such work the DEPARTMENT shall compensate the SPONSORS in the amount and fashion as required by the pertinent provisions set out below.

ARTICLE II

AUTHORIZATION AND APPROVAL

The SPONSORS shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSORS' receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSORS shall perform its responsibilities for the PROJECT until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term set forth in Article XII, whichever comes first.

ARTICLE III

COVENANT AGAINST CONTINGENT FEES

The SPONSORS shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSORS warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSORS, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSORS, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have

the right to rescind this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE IV
SUBCONTRACT AND EMPLOYMENT RESTRICTIONS

Before subcontracting for any of the work required to be performed by the SPONSORS under this Agreement, the SPONSORS shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSORS shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSORS under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE V
REVIEW OF WORK

The SPONSORS shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSORS shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSORS. The SPONSORS shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSORS shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

ARTICLE VI
RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, the SPONSORS shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSORS in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the

SPONSORS.

To the extent allowed by law, the SPONSORS hereby indemnify and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSORS' negligent acts, errors or omissions in the performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

The SPONSORS shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSORS or the SPONSORS' contractors or subcontractors.

ARTICLE VII
INSURANCE

The SPONSORS shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSORS *(complete the applicable statement*):

   ☐ shall, obtain coverage from SPONSORS' private insurance company or cause SPONSORS' consultant/contractor to obtain coverage

   OR

   ☐ is self-insured.

   Prior to beginning the work, SPONSORS shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VII (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

   i. Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

   ii. Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

   iii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

      a. For Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;

b. For Sub-consultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;
c. For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.
d. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

3. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
4. The insurance certificate must provide the following:
   a. Name, address, signature and telephone number of authorized agents.
   b. Name and address of insured.
   c. Name of Insurance Company.
   d. Description of coverage in standard terminology.
   e. Policy number, policy period and limits of liability.
   f. Name and address of DEPARTMENT as certificate holder.
   g. Thirty (30) day notice of cancellation.
   h. Details of any special policy exclusions.
5. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
6. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSORS and its consultant/contractor agree to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VIII
COMPENSATION

A. Project Costs and the Maximum Not to Exceed Amount. The DEPARTMENT and the SPONSORS agree that the total allowable cost of the PROJECT shall be as follows:

The Maximum amount that the DEPARTMENT shall be obligated to pay is $105,960.86. The total estimated cost of the PROJECT is ONE HUNDRED FORTY-ONE THOUSAND TWO HUNDRED EIGHTY-ONE and 14/100 Dollars ($141,281.14). This amount may be comprised of a combination of the following AIP and or AIG funds, and or state funds, as set forth specifically below. The total estimated cost of the PROJECT as described herein is shown in Exhibit B, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its 75% of the actual PROJECT cost as verified from the records of the SPONSORS or actual measured quantities of the items listed in Exhibit B, whichever is less.

(a) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ZERO and 00/100 Dollars ($0.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars ($0.00) for the PROJECT as summarized in Exhibit B.

2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars ($0.00) for the PROJECT as summarized in Exhibit B.

3. It is further understood the SPONSOR'S local share of the PROJECT is in the amount of ZERO and 00/100 Dollars ($0.00).

(b) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSORS understand and agree that in addition to the representations contained in the SPONSORS' project applications for the AIG Funds, SPONSORS agree that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG

Funds will be used for the Project at SPONSORS' airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars ($0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars ($0.00) for the Project as summarized in Exhibit B.

2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars ($0.00) for the Project as summarized in Exhibit B.

3. It is further understood the SPONSORS' local share of the project is in the amount of ZERO and 00/100 Dollars ($0.00).

(c) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of ONE HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY and 86/100 Dollars ($105,960.86) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is ONE HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY and 86/100 Dollars ($105,960.86) as summarized in Exhibit B. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSORS or actual measured quantities of the items listed in the Schedule of Payments (Exhibit B), whichever is less.

2. It is further understood that the SPONSORS' local share of the Project is in the amount of THIRTY-FIVE THOUSAND THREE HUNDRED TWENTY and 28/100 Dollars ($35,320.28).

3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSORS.

ARTICLE IX
MONTHLY PAYMENT

Payments by the DEPARTMENT shall be made upon the submission of a monthly and itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSORS as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSORS.

SPONSORS must initiate a payment request for PROJECT accomplishments in accordance with PROJECT progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSORS are hereby advised that such can be cause for termination of this grant agreement.

ARTICLE X
FINAL PAYMENT

It is further agreed that after completion of the work, the SPONSORS shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSORS specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSORS a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSORS. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSORS agree that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from

any and all claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

ARTICLE XI
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSORS shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSORS agree that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XII
TERM AND TERMINATION

The Term of this Agreement shall be two (2) years from the Effective Date (the "Term"), unless terminated earlier in accordance with this Article XII (Term and Termination).

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days written notice to the SPONSORS, notwithstanding any just claims by the SPONSORS, for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSORS shall be reimbursed for such work element based upon the percentage work completed for said work element.

ARTICLE XIII
PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Georgia Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSORS in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSORS agree to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSORS other than as set out above and without prior approval from the DEPARTMENT, the release of the same may be grounds for termination of the Agreement without indemnity to the SPONSORS.

ARTICLE XIV
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XV
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia. All suits arising out of or related to this Agreement shall be filed in the Superior Court of Fulton County.

ARTICLE XVI
AUDIT REQUIREMENTS

A. State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSORS will provide certification of compliance with state audit requirements as described in Exhibit H, which is hereby made a part of this Agreement, as if fully set out herein.

B. Federal Audit for Sponsors. The SPONSORS must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at https://harvester.census.gov/facweb. Upon request of FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.

B. IT IS FURTHER AGREED that the SPONSORS shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.

C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit D of this Agreement.

D. Pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSORS hereby certify that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel**.**

E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the "Georgia Security and Immigration Compliance Act" have been complied with in full, as stated in Exhibit I of this Agreement.

F. IT IS FURTHER AGREED that SPONSORS shall comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit J of this Agreement.

G. Exhibits A through K are attached hereto and incorporated herein by reference.

H. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSORS shall comply and shall require its subcontractors to comply with the **"TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS"**, dated February 2020. A copy of the compliance document is available from the DEPARTMENT'S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.

I. It is FURTHER AGREED that the SPONSORS shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

J. It is FURTHER AGREED that the SPONSORS shall comply with the "Special Conditions" as stated in Attachment 1.

K. FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsors Assurances, attached hereto and incorporated herein as Exhibit K, shall be complied with, completed, and submitted by SPONSORS to the DEPARTMENT, where necessary and as required therein.

L. FAA Certifications. Prior to the issuance of the Notice to Proceed ("NTP"), SPONSORS shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications as requested by the DEPARTMENT. SPONSORS shall comply with all requirements where necessary and as required therein.

ARTICLE XVIII
MISCELLANEOUS

A. Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

B. Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the

provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by another Party with the terms and conditions of this Agreement.

C. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

D. Time of the Essence. All time limits stated herein are of the essence of this Agreement.

E. Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

F. Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

I. Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

J. No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

K. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending,

supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

BY:

GEORGIA DEPARTMENT OF TRANSPORTATION:

DATE:_____

_____
COMMISSIONER

ATTEST:_____
(SEAL)

CITY OF GRIFFIN:

DATE: _____

_____
MAYOR

_____
PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF GRIFFIN

AT A MEETING HELD AT:

_____

DATE:_____

_____
CLERK (SEAL)

_____
FEDERAL ID/IRS#

Approved as to form:

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

SPALDING COUNTY:

DATE: _____

_____
CHAIRMAN

_____
PRINTED NAME

THIS CONTRACT APPROVED BY:

SPALDING COUNTY

AT A MEETING HELD AT:

_____

DATE:_____

_____
CLERK (SEAL)

_____
FEDERAL ID/IRS#

Approved as to form:



_____
Stephanie Windham
Spalding County Attorney

GRIFFIN-SPALDING COUNTY AIRPPORT AUTHORITY:

DATE: _____

_____
CHAIRMAN

_____
PRINTED NAME

THIS CONTRACT APPROVED BY:

GRIFFIN-SPALDING COUNTY AIRPPORT AUTHORITY

AT A MEETING HELD AT:

_____

DATE:_____

_____
CLERK (SEAL)

_____
FEDERAL ID/IRS#

Approved as to form:



Stephanie Windham
Authority Attorney

STATE OF GEORGIA

_____(Political Subdivision)

BE IT RESOLVED by_____and it is hereby resolved, that an agreement, relative to airport engineering for _____ _____with the Department of Transportation, State of Georgia and that the Honorable_____, as _____ is hereby authorized and directed to execute the same for and on behalf of the _____ _____(Political Subdivision)

Passed and adopted, on this_____.

ATTEST

_____ _____
Clerk of (Political Subdivision) Contracting Official & Title

STATE OF GEORGIA

_____(Political Subdivision)

do hereby certify that I am custodian of the books and records of _____ _____, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the _____ _____on the date indicated above.

Witness by hand and official signature on_____.

_____
Clerk of (Political Subdivision)

STATE OF GEORGIA

_____(Political Subdivision)

BE IT RESOLVED by_____and it is hereby resolved, that an agreement, relative to airport engineering for _____ _____with the Department of Transportation, State of Georgia and that the Honorable_____, as _____ is hereby authorized and directed to execute the same for and on behalf of the _____ _____(Political Subdivision)

Passed and adopted, on this_____.

ATTEST

_____ _____
Clerk of (Political Subdivision) Contracting Official & Title

STATE OF GEORGIA

_____(Political Subdivision)

do hereby certify that I am custodian of the books and records of _____ _____, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the _____ _____on the date indicated above.

Witness by hand and official signature on_____.

_____
Clerk of (Political Subdivision)

STATE OF GEORGIA

_____(Political Subdivision)

BE IT RESOLVED by_____and it is hereby resolved, that an agreement, relative to airport engineering for _____ _____with the Department of Transportation, State of Georgia and that the Honorable_____, as _____ is hereby authorized and directed to execute the same for and on behalf of the _____ _____(Political Subdivision)

Passed and adopted, on this_____.

ATTEST

_____ _____
Clerk of (Political Subdivision) Contracting Official & Title

STATE OF GEORGIA

_____(Political Subdivision)

do hereby certify that I am custodian of the books and records of _____ _____, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the _____ _____on the date indicated above.

Witness by hand and official signature on_____.

_____
Clerk of (Political Subdivision)

REPLACEMENT GRIFFIN-SPALDING COUNTY AIRPORT (6A2)
GRIFFIN, GEORGIA

EXHIBIT A
SCOPE OF WORK

PROJECT MANAGEMENT AND COORDINATION PHASE 1 - PRE-DESIGN AND PROJECT FORMULATION

GDOT Project Number AP024-9000-40(255) Spalding
PID – T006606

This scope of services identifies necessary elements for management of the initial phases of project planning, funding assistance, property acquisition, permitting, and design of the new Griffin-Spalding Airport.

The basis of this project will be the currently approved Airport Layout Plan dated January 24, 2023, and applicable FAA Orders, Advisory Circulars, Reports, and Regulations; Georgia Department of Transportation Standards, Policies, and Procedures; and other General Airport Guidance Publications as required.

This project will be to scope the planning, analysis, and design efforts for the new Griffin-Spalding Airport. The tasks, analyses, design, reviews, quality control, and coordination will require senior, experienced staff to be heavily involved throughout this effort.

Element 1 – **Project Management** shall include management of the preparation of the multiple task orders necessary to advance the project including the development of work scopes, fees, multiple pre-design/scoping meetings with FAA, GDOT and the Sponsor. This Element will also include scoping meetings and overall work scope preparation with sub-consultants involved with land acquisition, environmental permitting, utility relocation, geotechnical investigation, design, and other work items necessary for development of the overall project team.

Element 2 - Business Plan Update shall consist of revising the current Business Plan to include newly identified funding sources and updates to the overall financial plan. Updates will include revisions to the Airport's 5-year Capital Improvements Plan, which will restructure the current project list based upon the constraints of the available funding.

Element 3 – Funding Assistance shall include overall financial planning for the project.

This is anticipated to include:

- Preparation/Update of Funding Plans
- Preparation of reports, exhibits, etc. in support of the Funding Plans
- Preparing and assisting with applications for funding assistance
- Coordination with the Sponsor, GDOT, FAA, and other Federal, State, and Local Entities

Element 4 – Meetings and Coordination shall include coordination with project stakeholders to develop project details, individual project work scopes, schedule, and associated cost estimates.

This is anticipated to include:

- Bi-Weekly meetings with the project design team members:
- Monthly meetings with the Sponsor
    - Overall Project Updates and Progress
    - Funding/Budget Updates
    - Project Scheduling items needing/requiring Sponsor input/decision.
- Coordination meetings with GDOT, FAA, and other regulatory agencies:
    - Funding
    - Schedule
    - Project Planning/Documentation/Design reviews
    - Permitting and Compliance

Element 5 – Project Schedule Development shall include scheduling for all project tasks, milestones, phasing, permitting, construction, etc. necessary for final delivery of the new airport. The project schedule will be a living document subject to changes/updates as project details are developed.

REPLACEMENT GRIFFIN-SPALDING COUNTY AIRPORT
GRIFFIN, GEORGIA

EXHIBIT B

SCHEDULE OF PAYMENTS - LIMITED PARTICIPATION

GDOT Project Number: AP024-9000-40(255) SPALDING
PID - T006606

PROJECT MANAGEMENT AND COORDINATION PHASE 1 - PRE-DESIGN AND PROJECT FORMULATION

ELEMENT	DESCRIPTION	TOTAL COST	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 State Funds FY24						**01235**
1	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED $105,960.86 OR 75%, WHICHEVER IS LESS OF THE ACTUAL COST OF $141,281.14 PROJECT MANAGEMENT AND CORRDINATION PHASE 1 - LIMITED PARTICIPATION	$141,281.14	0%	$0.00	75%	$105,960.86
	Total Part 1 State Funds FY24	**$141,281.14**				**$105,960.86**

FAA Federal Grant and FAIN #	Federal Award Date	Amount	Fund Source
State FY24	**N/A**	**$105,960.86**	**01235**
Total Maximum Obligation of State Funds this Contract:		**$105,960.86**	

EXHIBIT C

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations**: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports**: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Aviation Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
(b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of the CITY OF GRIFFIN ("Sponsor" or "contractor") whose address is 100 SOUTH HILL STREET, GRIFFIN, GA 30223, and it is also certified that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and

(3) Each subcontractor hired by the contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

(4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____

Date Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the mayor and duly authorized representative of the CITY OF GRIFFIN whose address is 100 SOUTH HILL STREET, GRIFFIN, GA 30223. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed $10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date Commissioner, Georgia Department of Transportation

EXHIBIT G

PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the mayor and duly authorized representative of the CITY OF GRIFFIN, whose address is 100 SOUTH HILL STREET, GRIFFIN, GA 30223, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;

(d) Have not within a three-year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature

_____ (SEAL)

Clerk

Instructions for Appendix G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.

2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the CITY OF GRIFFIN whose address is 100 SOUTH HILL STREET, GRIFFIN, GA 30223, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_____ _____

Date Signature

Georgia Department of Transportation

EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF GRIFFIN
Solicitation/Contract No./ Call No. or Project Description:	T006606/AP024-9000-40(255) Spalding Project Management and Coordination Phase 1 - Pre-Design and Project Formulation at the Griffin-Spalding County Airport in Griffin, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47205
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/12/2007
Date of Authorization

CITY OF GRIFFIN
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

(ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: CITY OF GRIFFIN _____

EXHIBIT C

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations**: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports**: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Aviation Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or

(b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of SPALDING COUNTY ("Sponsor" or "contractor") whose address is 119 EAST SOLOMON STREET, GRIFFIN, GA 30223, and it is also certified that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and

(3) Each subcontractor hired by the contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

(4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____

Date Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the chairman and duly authorized representative of SPALDING COUNTY whose address is 119 EAST SOLOMON STREET, GRIFFIN, GA 30223. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed $10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date Commissioner, Georgia Department of Transportation

EXHIBIT G

PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the chairman and duly authorized representative of SPALDING COUNTY, whose address is 119 EAST SOLOMON STREET, GRIFFIN, GA 30223, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;

(d) Have not within a three-year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature

_____(SEAL)

Clerk

Instructions for Appendix G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.

2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of SPALDING COUNTY whose address is 119 EAST SOLOMON STREET, GRIFFIN, GA 30223, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_____ _____

Date Signature

Georgia Department of Transportation

EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SPALDING COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T006606/AP024-9000-40(255) Spalding Project Management and Coordination Phase 1 - Pre-Design and Project Formulation at the Griffin-Spalding County Airport in Griffin, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123541
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

5/30/2008
Date of Authorization

SPALDING COUNTY
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____
Printed Name (of Authorized Officer or Agent of Contractor)

_____
Title (of Authorized Officer or Agent of Contractor)

_____
Signature (of Authorized Officer or Agent)

_____
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

_____
Notary Public [NOTARY SEAL]

My Commission Expires:_____

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

(ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: SPALDING COUNTY

EXHIBIT C

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations**: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports**: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Aviation Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
(b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY ("Sponsor" or "contractor") whose address is 1035 SOUTH HILL STREET, GRIFFIN, GA 30223, and it is also certified that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and

(3) Each subcontractor hired by the contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

(4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____

Date Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the chairman and duly authorized representative of the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY whose address is 1035 SOUTH HILL STREET, GRIFFIN, GA 30223. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed $10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date Commissioner, Georgia Department of Transportation

EXHIBIT G

PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the chairman and duly authorized representative of the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, whose address is 1035 SOUTH HILL STREET, GRIFFIN, GA 30223, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;

(d) Have not within a three-year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature

_____ (SEAL)

Clerk

Instructions for Appendix G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.

2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY whose address is 1035 SOUTH HILL STREET, GRIFFIN, GA 30223, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_____ _____

Date Signature

Griffin-Spalding County Airport Authority

"Your Aviation Gateway"

1035 South Hill Street
Griffin, GA 30224

www.cityofgriffin.com

Telephone (770) 227-2928

Georgia Department of Transportation
Aviation Programs Division
600 W. Peachtree Str. NW.
Atlanta, Georgia, 30308

30 September, 2022

RE: E-Verify

To Whom It May Concern:

The Griffin-Spalding County Airport Authority has no E-Verify number. We have no current employees and are thus exempt. Any construction / design projects the Authority undertakes is managed by our consultants, Croy Engineering. Any & all DBE, E-Verify or other similar regulatory requirements are included in each of our contract documents and executed per our Master Agreement with Croy Engineering.

The point of contact regarding this memo is the undersigned.

Thank you.

Dr. Randall Peters, Chairman

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

(ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

(a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

EXHIBIT K
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of [Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION
THIS CERTIFICATION REGARDING LOBBYING DOES NOT APPLY TO THIS CONTRACT.
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: First Name: Middle Name: Last Name: Suffix: Title:
SIGNATURE: DATE:

ATTACHMENT 1
SPECIAL CONDITIONS

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, an ordinance amending Code of Griffin, Chapter 54, Health and Sanitation, by adding Article III, Mobile Food Vendor. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The proposed ordinance is intended to promote access to greater culinary variety and economic growth by facilitating the operation of mobile food vendors within the City in a manner that protects the health, safety, and general welfare of the community. The article would establish reasonable regulations for the operation of mobile food vendors (food trucks), pushcarts, and ice cream trucks that will mitigate the impact of their operations and set a standard for cleanliness, quality of service, and safe operation on public and private property.

The proposed ordinance would permit mobile food vendors and pushcarts to operate between 8 am to 8 pm on private property, where authorized by the owner, within CBD, PCD, PID, and INST zoning districts, subject to operational restrictions. Only one food truck will be permitted to operate per parcel at any given time. These regulations shall not impact mobile food vendors or pushcarts participating in special events authorized by permit.

The proposed ordinance also provides regulations for ice cream trucks operating on public rights-of-way or private property within the City.

The effective date, if adopted, is June 17, 2024.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Mobile food vendors, pushcarts, and ice cream trucks will be required to pay an annual fee of $300.00 per mobile food unit (i.e. per food truck, pushcart, or ice cream truck). This fee shall also cover the costs of the business's occupational tax certificate.

In addition to the annual fee, mobile food vendors and pushcarts shall pay a fee of $25.00 per private property where the food truck or pushcart is authorized to operate.

Submitted By:
Kelsey Carden

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Final - Mobile Food Vendor Ordinance - 5.8.24.pdf

No. 24 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 54, HEALTH AND SANITATION, BY ADDING A NEW ARTICLE, TO BE NUMBERED ARTICLE III, MOBILE FOOD VENDORS, TO PROVIDE FOR REGULATION OF MOBILE FOOD VENDORS; TO PROVIDE FOR DEFINITIONS; TO PROVIDE PERMIT APPLICATION REQUIREMENTS AND FEES; TO PROVIDE OPERATION REQUIREMENTS; TO PROVIDE FOR ENFORCEMENT THROUGH FINES AND PENALTIES, SUSPENSION, OR REVOCATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 54, HEALTH AND SANITATION, by adding a new Article, to be numbered Article III, MOBILE FOOD VENDORS, which shall include the following language:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 54 – HEALTH AND SANITATION

ARTICLE III – MOBILE FOOD VENDORS

Sec. 54-33. - Short Title.

This article shall be titled the "City of Griffin Mobile Food Vendor Ordinance."

Sec. 54-34. – Intent; purpose.

It is the purpose of this article to promote access to greater culinary variety and economic growth by facilitating the operation of mobile food vendors and pushcarts within the City in a manner that protects the health, safety, and general welfare of the community. This article establishes reasonable regulations for the operation of mobile food vendors, pushcarts, and ice cream trucks for the purpose of mitigating the impact of their operations and setting a standard for cleanliness, quality of service, and safe operation on public and private property.

Sec. 54-35. – Definitions.

Commissary, also known as *Base of Operations*, means an approved catering establishment, restaurant, or other approved place in which food, containers, or supplies are kept, handled, prepared, packed or stored and which the mobile food vendor is required to return at least daily.

Ice cream truck means a motor vehicle in which pre-packaged ice cream, popsicles, ice sherbets, or other frozen desserts of any kind are carried for the purpose of retail sale on the streets of the city. For the purpose of this article, the term "ice cream truck" shall not include vendors who prepare ice cream, popsicles, ice sherbets or other frozen desserts of any kind.

Mobile food vendor, commonly known as a *food truck*, means a retail food establishment that (1) reports and operates from a single commissary; and (2) prepares and serves food from a motorized or towed, wheeled vehicle that is readily moveable and designed and equipped for said purpose.

Pushcart means a human propelled, self-contained food service cart serving prepackaged food or food prepared at a commissary that does not pose a health hazard, provided that carts commercially designed and approved to handle food preparation and service may do so. Pushcarts shall not be required to comply with mobile vehicle safety requirements set forth in Sec. 54-39 of this Article, provided that pushcarts must still comply with any and all safety requirements imposed by the laws of the State of Georgia or regulations of the Department of Agriculture or Health Department.

Sec. 54-36. – Permit required.

(a) It shall be unlawful for any person to sell, or offer for sale, food or beverages of any type from a commissary, mobile food vendor, ice cream truck, or pushcart without a permit first having been granted under the terms of this Article, except where expressly authorized as part of a city-sponsored or sanctioned special event. The permit under which a mobile food vendor, ice cream truck, or pushcart is operating must be firmly attached and visible on the vending vehicle or cart at all times.

(b) The owner of a licensed restaurant located within the City may, with a valid City mobile food vendor permit, engage in mobile food vending from a wheeled mobile trailer, pushcart, or motorized vehicle as an ancillary location of said restaurant, provided that all other provisions of this article are met and adhered to.

Sec. 54-37. – Application requirements;

(a) Permit applications for mobile food vendors, ice cream trucks, and pushcarts shall be submitted to the Department of Planning & Development Services using the forms provided by the Department.

(b) Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this article, state law, or local ordinance related to the operation of a mobile food vendor, ice cream truck, or pushcart, or otherwise fails to demonstrate the ability to comply with this Code or state law in the operation of the proposed mobile food service. Any false statements or misleading information provided in the application are grounds for revocation, suspension and/or impositions of penalties, including denial of future applications.

(c) Applications for mobile food vendor and pushcart permits shall include the following:

(1) Name of mobile food vendor or pushcart vendor business, including any "DBA" name;

(2) Type of vendor (mobile food vendor or pushcart) and description of food service provided (e.g. prepackaged food, pre-prepared commissary food, mobile prepared food, etc.)

(3) Make, model, and (where applicable) license plate number of the vending unit;

(4) Phone, email, and address of owner of the mobile food vendor unit or pushcart, and/or contact information for an authorized representative capable of binding the business entity;

(5) Phone, email, and address of operator of the mobile food vendor unit or pushcart;

(6) Copy of the approved permit from the county of origin health department;

(7) Copy of the approved letter of authorization from Spalding County Health Department;

(8) List of operating locations and proposed schedule for operation, to be updated as needed;

(9) Written authorization from the owner of each property where the mobile food vendor or pushcart intends to operate;

(10) Acknowledgment and agreement to abide by the terms of the Code of Griffin and laws of the State of Georgia in the operation of the mobile food vendor unit or pushcart within the City;

(11) Annual inspection report from the City of Griffin Fire Department;

(12) If food is being prepared on the mobile food vendor vehicle or pushcart, proof of liability insurance policy with at least $1,000,000.00 coverage, issued by an insurance company licensed to do business in Georgia, for all claims of damage to property or bodily injury, including death, which may arise from operation of the mobile food vendor or pushcart;

(13) If proposing to operate after dark, a lighting plan which includes use of shielded fixtures and which is designed and installed in a manner to minimize upward light pollution and soften the impact of reflected light. Lighting plans shall not include use of spotlights, flashing lights, strobes, or any other lighting arrangement that would constitute a nuisance or distraction to nearby motorists or residential dwellings. Operating after dark without lighting or installing lighting for night operation without first submitting a lighting plan to the Department of Planning and Development shall constitute a violation of this Article and shall permit the City to immediately impose a cease and desist on operations of the mobile food vendor or pushcart until such plan has been approved;

(14) Indemnity agreement whereby the applicant agrees to release the City, its agents, employees, or elected officials from any and all liability for claims, actions, or suits arising from the applicant's operation as a mobile food vendor or pushcart;

(15) Annual occupational tax certificate from the City of Griffin Tax and Licensing Administrator. The mobile food vendor or pushcart shall renew any occupational tax certificate in accordance with Chapter 82 of this Code, including providing any and all required documentation; and

(16) Other information or documents the City deems necessary to confirm the accuracy of the application.

(d) Applications for ice cream truck permits shall include the following:

(1) Name of ice cream truck business, including any "DBA" name;

(2) Type of ice cream truck vendor (street vending unit or sidewalk vending unit);

(3) Make, model, and (where applicable) license plate number of the vending unit;

(4) Phone, email, and address of owner of the ice cream truck, and/or contact information for an authorized representative capable of binding the business entity;

(5) Phone, email, and address of operator of the ice cream truck;

(6) Copy of the approved permit from the state department of agriculture;

(7) Written authorization from the owner of each property where the ice cream truck intends to operate, where applicable;

(8) Acknowledgment and agreement to abide by the terms of the Code of Griffin and laws of the State of Georgia in the operation of the ice cream truck within the City;

(9) Indemnity agreement whereby the applicant agrees to release the City, its agents, employees, or elected officials from any and all liability for claims, actions, or suits arising from the applicant's operation as a mobile food vendor or pushcart;

(10) Annual occupational tax certificate from the City of Griffin Tax and Licensing Administrator. The mobile food vendor or pushcart shall renew any occupational tax certificate in accordance with Chapter 82 of this Code, including providing any and all required documentation; and

(11) Other information or documents the City deems necessary to confirm the accuracy of the application.

Sec. 54-38. – Operating requirements and restrictions.

(a) Mobile food vendors, pushcarts, and ice cream trucks shall comply with all state, federal, and local health and safety regulations and requirements. Vendors permitted to operate under this article shall maintain any and all licenses and insurance required by any other health organization or governmental organization having jurisdiction over this subject matter.

(b) No mobile food vendor or pushcart shall conduct business or operate in the public rights-of-way except where expressly authorized as part of a city-sponsored or sanctioned special event. Ice cream trucks may operate in the public rights-of-way provided that they do not park for extended periods of time, violate rules of the road, or operate in a manner that interferes with traffic or poses a safety hazard to pedestrians or other drivers.

(c) Except where expressly authorized by a city-issued special event permit, mobile food vendors and pushcarts shall only be permitted to operate on private property within the Central Business District (CBD), Planned Commercial Development (PCD), Planned Industrial Development (PID) and Institutional Zoning (INST) districts.

(1) A mobile food vendor or pushcart shall not operate on any private property without the prior written consent of the property owner. However, operation of mobile food vendors or pushcarts on private property which contains a vacant or unused structure is expressly prohibited.

(2) Mobile food vendors and pushcarts permitted to operate in the City are required to provide the location of every private property address where they are authorized to operate and a written confirmation from the property owner as evidence of the authorization. The mobile food vendors and pushcart vendors shall update the Planning and Development Department if authorization is revoked. If a mobile food vendor or pushcart obtains additional property authorizations, they must notify the City, provide documentation, and pay the required fee prior to operating at the new location. Failure to do so constitutes a violation of this Article.

(3) Except where expressly authorized as part of a city-issued special event permit, no more than one mobile food vendor or pushcart may operate on any single property at one time, regardless of the size of the property. It shall be the responsibility of the property owner to organize and schedule the operation of authorized mobile food vendors and pushcarts on their property to ensure that no more than one food truck or pushcart is operating at one time. In the event the City determines that more than one vendor is operating on the property, the City may require all vendors to leave the private property. The City will not be responsible for any civil damages which may arise between the owner of the property and the vendors they have authorized to operate on their property.

(4) The mobile food vendor, pushcart vendor, and property owner shall be responsible for daily cleanup and proper disposal of litter and trash associated with the operation of the mobile food vendor or pushcart on the property. If a mobile food vendor or pushcart vendor operating on private property fails to clean up the property, the property owner is ultimately responsible for the condition of their property. The City may cite the property owner for nuisance conditions or code violations on private property arising from the operation of mobile food vendors or pushcarts authorized by the property owner, including, but not limited to, littering or general cleanliness.

(5) Except where expressly authorized as part of a city-issued special event permit, mobile food vendors and pushcarts shall occupy no more than ten percent (10%) of the designated parking spaces on a given property. At no time shall the mobile food vendor or pushcart reduce the number of parking spaces on a property below the minimum required by the Code of Griffin or the Unified Development Code. A minimum of two off-street parking spaces shall be reserved for the exclusive use of customers of each mobile food vendor or pushcart. All parking spaces shall be paved.

(6) Vending structures, including, but not limited to, food trucks, pushcarts, tables, or other structures or vehicles associated with the operation of a mobile food vendor or pushcart, shall not be left unattended. Additionally, vending structures shall not be stored at any authorized or unauthorized vending property or location during the restricted hours of operation or when the mobile food vendor or pushcart is not operating or vending.

(d) Except where expressly authorized by a city-issued special event permit, a mobile food vendor, pushcart, or ice cream truck:

(1) Shall only be permitted to operate between the hours of 8:00 a.m. and 8:00 p.m.;

(2) Shall not be located within fifteen (15) feet of any street intersection or pedestrian crosswalk or ten (10) feet of any driveway;

(3) Shall only sell food, including ice cream or other ice confection products, and non-alcoholic beverage items;

(4) Shall not operate the food truck as a drive-in window;

(5) Shall be permitted to set up one (1) table with a maximum size of three feet by six feet solely intended to provide condiments to patrons, provided that the table is covered with a table cloth or other similar covering;

(6) Shall not be permitted to erect tents or tarps or any kind;

(7) Shall provide all services from the mobile food vendor vehicle/unit, pushcart, or ice cream truck;

(8) Shall, at all times, remain in compliance with the City's noise ordinance;

(9) Shall provide a covered trash receptacle for customers to use;

(10) Shall not be permitted to erect signage except:

(i) A sign permanently attached to the motor vehicle; and

(ii) One (1) a-frame sign placed adjacent to the mobile food vendor unit or pushcart which shall not exceed six square feet in area.

(11) Shall not make sounds or announcements to call attention to the mobile food vendor or pushcart while traveling on the public rights-of-way or when stationary, provided that ice cream trucks may make such sounds if they are in compliance with the City's noise ordinance and State law; and

(12) Shall mark both sides of the vending vehicle or cart in letters and numbers at least three inches in height with the name and address of the mobile food vendor, pushcart, or ice cream truck licensee.

Sec. 54-39. – Mobile Food Vendor and Ice Cream Truck Vehicle Safety Requirements.

Except as otherwise permitted and described in this Article, a mobile food vendor or ice cream truck must operate from a motorized, wheeled vehicle capable of being lawfully driven or towed upon the streets and roadways within the State of Georgia. Any driver of a mobile food vendor vehicle must possess a valid driver's license.

In addition to any and all safety requirements imposed by the laws of the State of Georgia or the Health Department, self-propelled mobile food vendor vehicles or ice cream trucks operating under this article must be equipped with the following:

(a) A reverse gear signal alarm with a sound distinguishable from the surrounding noise level; and

(b) Two rear-vision mirrors (one on each side of the vehicle), firmly attached to the outside of the vehicle and located in a manner that will reflect to the driver a view of the highway to the rear of the vehicle.

Sec. 54-40. – Violations; Enforcement.

(a) Failure to abide by the terms of this article in the operation of a mobile food vendor, pushcart, or ice cream truck shall be subject to a citation which shall be set before the City of Griffin Municipal Court. The City shall not be required to issue any warning related to violations of this article, provided that a copy of this article is provided to the mobile food vendor, pushcart, or ice cream truck at the time the permit is issued.

(1) Nothing herein shall prevent the City from issuing a citation against the owner of private property who authorized the operation of a mobile food vendor, pushcart, or ice cream truck on their property for conditions on the property that are in violation of this article or the Code of Griffin. Citations against the private property owner may be in lieu of or in addition to citations issued to the operator of the mobile food vendor, pushcart, or ice cream truck.

(b) Violations of this article, other than operating a mobile food vendor unit, pushcart, or ice cream truck without a permit, are subject to the following fines which may not be waived or reduced and which may be combined with any other legal remedy available to the City:

(1) First Violation: $300.00

(2) Second Violation: $500.00

(3) Third Violation: $1,000.00

(i) When a mobile food vendor, pushcart, or ice cream truck has accumulated three violations the Planning and Development Services Director shall revoke the vendor's permit and reject all applications for the mobile food vendor, pushcart, or ice cream truck for a period of twelve (12) consecutive months.

(c) Mobile food vendors, pushcarts, or ice cream trucks operating without a permit shall be subject to a minimum fine of $1,000.00. If a mobile food vendor, pushcart, or ice cream truck applies for a permit after being cited for operating without a permit, the initial annual permit fee shall be doubled.

(d) Nothing in this section shall limit the city from enforcement of its code, state, or federal law by any other legal remedy available to the city. Nothing in this article shall be construed to limit or supplant the power of any city inspector, deputy marshal, or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action to protect the public from conditions which constitute a public nuisance or public health hazard.

(1) Any accumulation of violations or repeated violations of this article is declared to be a nuisance. Failure of the operator of the mobile food vendor, pushcart, or ice cream truck, or the owner of the private property where said vendor is operating, to correct the violation or prevent it from reoccurring shall raise the presumption that such person intended to violate the article and such violation may be treated as a nuisance and prosecuted as provided in Chapter 22 or Chapter 42 of this Code, as applicable. As a remedy, the City may request an order enjoining the private property from being used by any mobile food vendor, pushcart, or ice cream truck until a plan to remedy and prevent the violations has been submitted and approved by the Court.

Sec. 54-41. – Revocation, suspension, or denial of permit;

(a) The Director of Planning and Development Services may revoke, suspend, or deny an application for a mobile food vendor, pushcart, or ice cream truck permit. Written notice, sent via Certified Mail, return receipt requested, setting forth the cause of action (suspension, revocation, denial) and the reasons must be sent to the address provided by in the applicant or permit holder's application. The following is a non-exhaustive list of conditions which may result in revocation, suspension, or denial of a permit:
    (1) Applicant/Permit holder provided false or misleading information in the initial application or renewal application;
    (2) Applicant/Permit holder fails to meet the application or renewal requirements set forth in this article;
    (3) Permit holder violates the regulations set forth in this article three or more times, as determined by the Municipal Court;
    (4) Applicant or permit holder owes any monetary obligation to the City pursuant to any section of this Code or by court order, including but not limited to permit fees, license fees, and fines assessed by the Court;
    (5) Permit holder fails to maintain liability insurance required to operate as a mobile food vendor, pushcart, or ice cream truck;
    (6) Permit holder is operating in a manner that, in the City's discretion, constitutes a nuisance and requires the vendor to immediately cease operations; or
    (7) Permit holder fails to maintain the required licenses or approvals from the Health Department, Department of Agriculture, or other state or local regulation.

(b) A person aggrieved by the Planning and Development Services Director's decision to revoke, suspend, or deny a mobile food vendor, pushcart, or ice cream truck permit may appeal the decision to the City Manager. The appeal must be filed with the City Manager's office in writing within thirty (30) calendar days from the date of the notice described in Subsection (a) of this Section and must include a concise statement of the reasons for the appeal. Filing of a timely appeal with the City Manager shall not stay the denial, suspension or revocation. The City Manager shall consider the appeal within thirty (30) days after receipt of the appeal request by the City Manager, unless otherwise agreed in writing by the City and aggrieved party. The City Manager shall render a determination, which will constitute a final ruling on the application or permit. In the City Manager's discretion, he or she may offer a provisional permit subject to additional conditions and restrictions on the operation of the mobile food vendor, pushcart, or ice cream truck.

Sec. 54-41. – Disclaimer.

All persons or businesses who operate as a mobile food vendor, pushcart, or ice cream truck, or persons who approach or consume food from these vendors, do so with their own judgment and at their own risk and must be attentive to their safety. Notwithstanding any law to the contrary, the City expressly denies any liability in negligence, nuisance, or under any other cause of action for losses resulting from the operation or consumer use of mobile food vendors, pushcarts, or ice cream trucks on private property, public roads, rights-of-way, or other public property.

Sec. 54-42. – Fees.

Permits for mobile food vendors, pushcarts, and ice cream trucks must be renewed on an annual basis. A permit fee of $300.00 will be assessed for the initial application and all subsequent renewals, regardless of Base of Operations status. This permit fee shall cover any costs associated with the business's annual occupational tax certificate. In addition to the annual permit fee, a $25.00 fee shall be charged per property where the mobile food vendor or pushcart is authorized to operate. "

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 June 17, 2024.

First Reading: May 14, 2024

Second Reading: May 28, 2024

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider acceptance of Option for Right of Way from the Georgia Department of Transportation in the amount of $129,000.00 for the acquisition of 0.127 acres of land at 1150 County Line Road, Griffin, GA 30224 (Potato Creek Wastewater Treatment Plant) and for the cost to cure the fencing, gate, and asphalt at the plant. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

GDOT will be constructing improvements to the bridge located near the Potato Creek Wastewater Treatment Plant and to do so will need to acquire ROW from the City, as well as remove the current fence and move the driveway to the plant. Based on estimates provided by Paragon Consulting Group, the offer made by GDOT is a fair and accurate estimate of the cost to cure the work that will need to be done and is fair market value for the 0.127 acres o land to be taken.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $129,000.00 paid by GDOT will be used to cover the cost to cure the work needed to install the driveway, install temporary fencing, and install permanent fencing once the bridge is replaced. The balance remaining will be deposited in the Wastewater fund, if any.

Submitted By:
Jessica O'Connor

Meeting Date:
14/05/2024

ATTACHMENTS:
Option for Right of Way.pdf
Summary Statement.pdf

Option for Right of Way

GEORGIA, LAMAR,SPALDING COUNTY PI#: 331900 PARCEL: 1

Received of **Georgia Department of Transportation,** the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of **$ 129,000** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **CR 222/CR 954/ County Line Road At Potato Creek Bridge Replacement** being Parcel 1 consisting of 0.127 acres in fee and zero square feet of easement and N/A Linear Feet of Access Rights on Georgia Highway Project Identification Number **331900.**

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of $_N/A__, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to N/A for sum of $ **N/A (40% of improvement value)** which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of Spalding harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of $ N/A **(20% of improvement value)** which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of $N/A. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of $ N/A **(20% per item)** will be withheld. This amount will be returned upon satisfactory replacement or removal of N/A .

This Offer includes a Trade Fixture payment of $ N/A for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of $ N/A **(20% per item)** will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number _____331900_____

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional _N/A_ acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of $ __N/A__ which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No.N/A .

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

Witness my hand and seal this _____ day of _____, 20_____.

_____(L.S.)

_____(L.S.)

Signed, Sealed and Delivered
in the presence of:

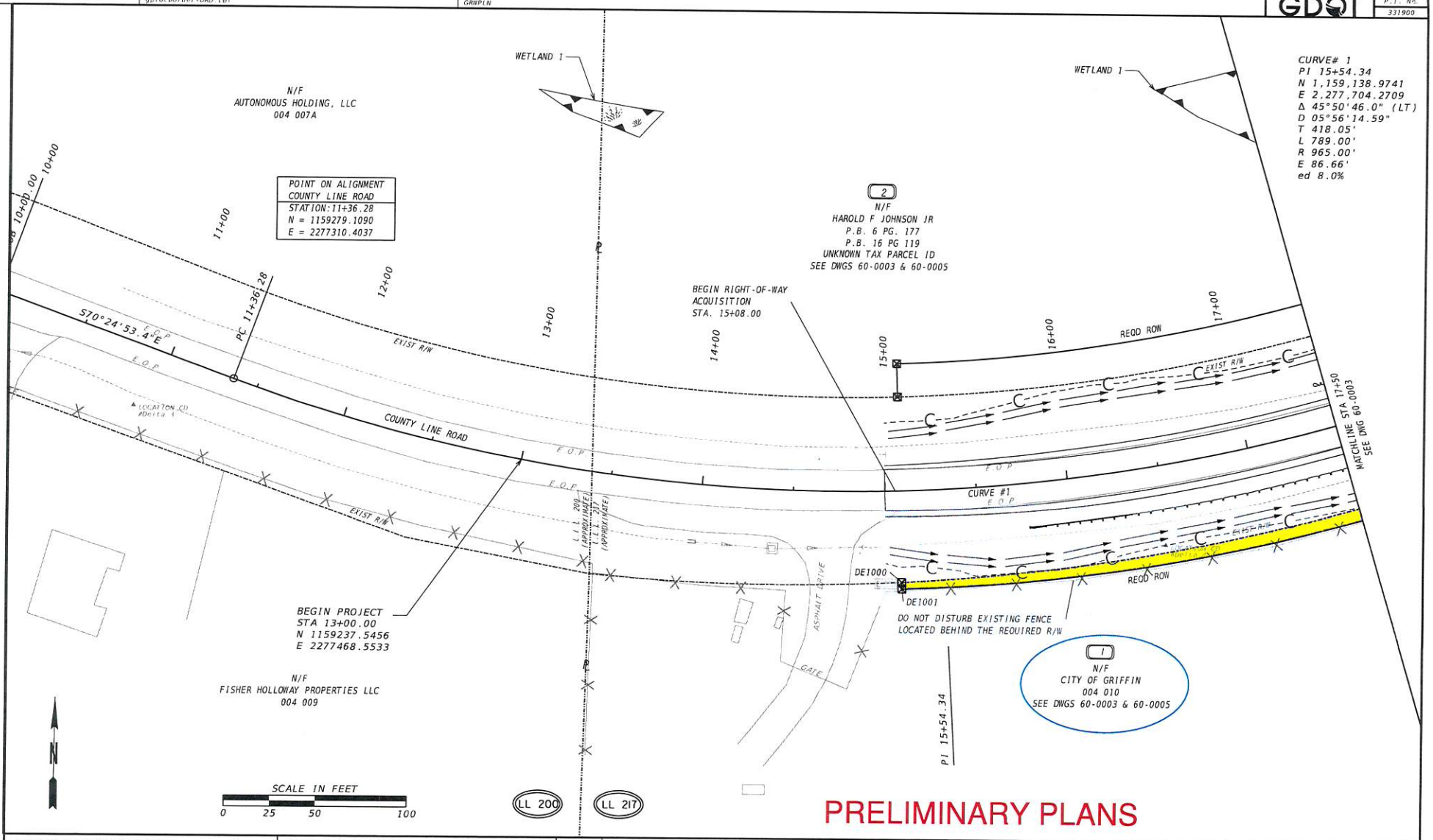
_____
Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(DATE)

TITLE: _____

8/15/2023 brichardson | GPLOT-ORD gplotborder-ORD.tbl | 331900_60.dgn GRWPLN | GDOT | P.I. No. 331900



PRELIMINARY PLANS

PROPERTY AND EXISTING R/W LINE	----------P----------
REQUIRED R/W LINE	————
CONSTRUCTION LIMITS	---C---F---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

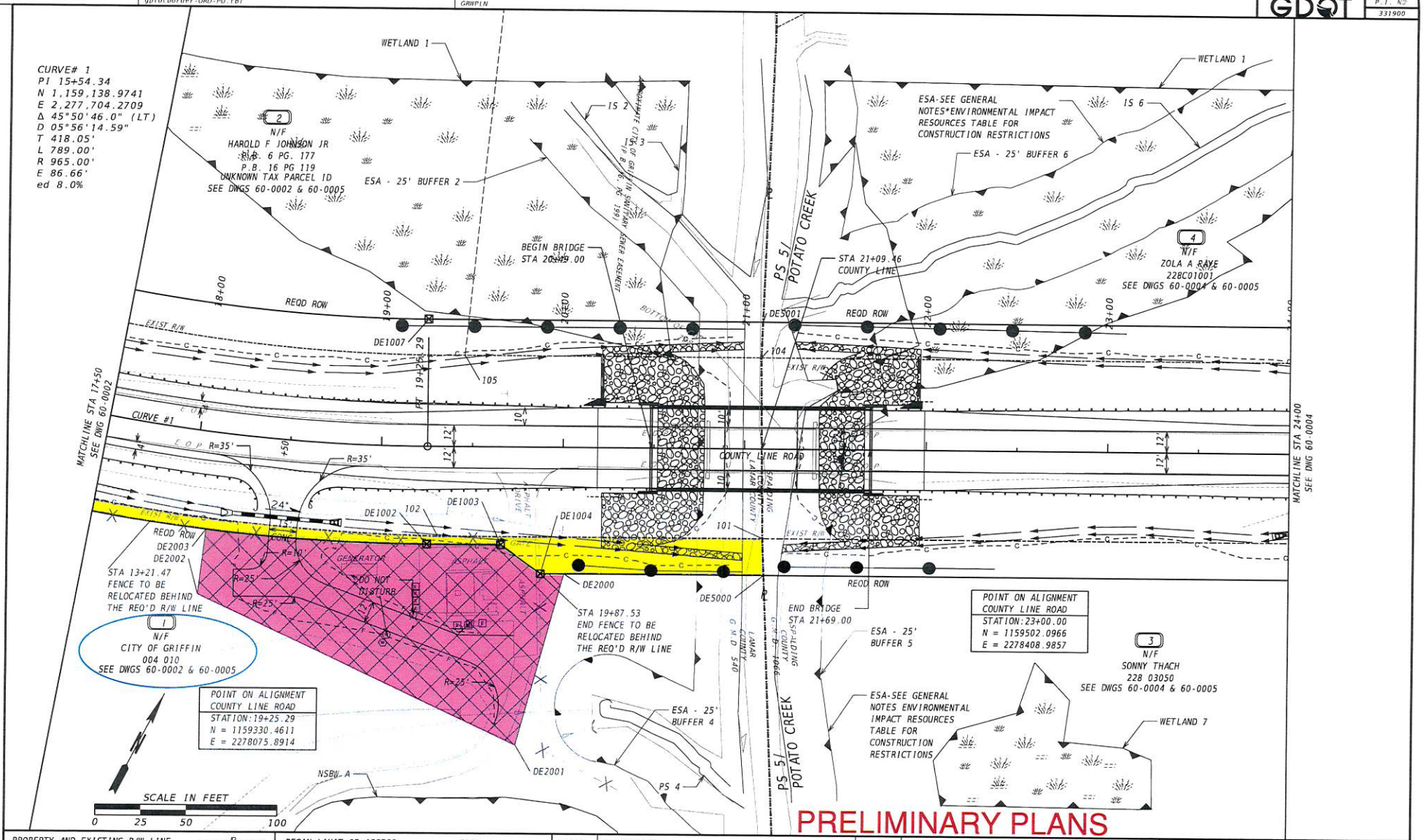
DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 331900
COUNTY: LAMAR
LAND LOT NO: 217
LAND DISTRICT: 2
GMD 540
DATE 8/15/2023 SH 2 OF 5

DRAWING No. 60-0002

GRWPLN.GS 11/09/2020



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
02/26/24	UPDATED PAR 1 DWY AND ESMT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 331900
COUNTY: SPALDING/LAMAR
LAND LOT NO: 217
LAND DISTRICT: 2
GMD 540, 1066
DATE 8/15/2023 SH 3 OF 5

DRAWING No 60-0003

1
N/F
CITY OF GRIFFIN
004 010
SEE DWGS 60-0002 & DWG 60-0003

PARCEL 1
DE1
REQ'D R/W

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE1000	50.17 R	15+08.00	CR 222/ CR954 COUNTY LINE ROAD
ARC LENGTH = 444.01			
CHORD BEAR = N74°52'32.7"E			
LNTH CHORD = 441.16			
RADIUS = 1129.80			
DEGREE = 05°04'16.8"			
102	49.48 R	19+31.16	CR 222/ CR954 COUNTY LINE ROAD
	178.99	N62°45'23.3"E	
101	49.53 R	21+10.15	CR 222/ CR954 COUNTY LINE ROAD
	20.49	S29°38'52.4"E	
DE5000	70.00 R	21+11.00	CR 222/ CR954 COUNTY LINE ROAD
	123.00	S62°44'20.6"W	
DE1004	70.00 R	19+88.00	CR 222/ CR954 COUNTY LINE ROAD
	27.20	N81°14'00.9"W	
DE1003	54.00 R	19+66.00	CR 222/ CR954 COUNTY LINE ROAD
	40.72	S62°44'05.1"W	
DE1002	54.00 R	19+25.28	CR 222/ CR954 COUNTY LINE ROAD
ARC LENGTH = 440.63			
CHORD BEAR = S75°07'38.9"W			
LNTH CHORD = 437.21			
RADIUS = 1019.00			
DEGREE = 05°37'21.9"			
DE1001	54.00 R	15+08.00	CR 222/ CR954 COUNTY LINE ROAD
	3.83	N02°29'06.2"W	
DE1000	50.17 R	15+08.00	CR 222/ CR954 COUNTY LINE ROAD
REQD R/W =	5547.22 SF		
REQD R/W =	0.127 ACRES		
REMAINDER =	+/- 45.97 ACRES		

PARCEL 1
DE1
EASEMENT FOR CONSTRUCTION OF DRIVEWAY

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE2003	54.00 R	18+10.00	CR 222/ CR954 COUNTY LINE ROAD
ARC LENGTH = 121.73			
CHORD BEAR = N66°09'43.3"E			
LNTH CHORD = 121.66			
RADIUS = 1019.00			
DEGREE = 05°37'21.9"			
DE1002	54.00 R	19+25.28	CR 222/ CR954 COUNTY LINE ROAD
	40.72	N62°44'05.1"E	
DE1003	54.00 R	19+66.00	CR 222/ CR954 COUNTY LINE ROAD
	27.20	S81°14'00.9"E	
DE1004	70.00 R	19+88.00	CR 222/ CR954 COUNTY LINE ROAD
	13.00	N62°44'20.6"E	
DE2000	70.00 R	20+01.00	CR 222/ CR954 COUNTY LINE ROAD
	98.49	S11°57'17.3"E	
DE2001	165.00 R	19+75.00	CR 222/ CR954 COUNTY LINE ROAD
	193.89	S87°55'40.2"W	
DE2002	90.00 R	18+10.00	CR 222/ CR954 COUNTY LINE ROAD
	36.00	N20°24'57.5"W	
DE2003	54.00 R	18+10.00	CR 222/ CR954 COUNTY LINE ROAD
REQD EASMT =	13751.18 SF		
REQD EASMT =	0.316 ACRES		

2
N/F
HAROLD F JOHNSON JR
P.B. 6 PG. 177
P.B. 16 PG 119
UNKNOWN TAX PARCEL ID
SEE DWGS 60-0002 & DWG 60-0003

PARCEL 2
DE2
REQ'D R/W

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE1005	51.73 L	15+08.00	CR 222/ CR954 COUNTY LINE ROAD
	18.27	N02°29'06.2"W	
DE1006	70.00 L	15+08.00	CR 222/ CR954 COUNTY LINE ROAD
ARC LENGTH = 387.02			
CHORD BEAR = N75°07'37.2"E			
LNTH CHORD = 384.01			
RADIUS = 895.00			
DEGREE = 06°24'06.3"			
DE1007	70.00 L	19+25.29	CR 222/ CR954 COUNTY LINE ROAD
	184.15	N62°44'20.6"E	
DE5001	70.00 L	21+09.43	CR 222/ CR954 COUNTY LINE ROAD
	19.54	S25°17'06.5"E	
104	50.47 L	21+08.76	CR 222/ CR954 COUNTY LINE ROAD
	163.34	S62°45'23.3"W	
105	50.52 L	19+45.41	CR 222/ CR954 COUNTY LINE ROAD
ARC LENGTH = 415.21			
CHORD BEAR = S74°41'29.3"W			
LNTH CHORD = 411.78			
RADIUS = 930.75			
DEGREE = 06°09'21.2"			
DE1005	51.73 L	15+08.00	CR 222/ CR954 COUNTY LINE ROAD
REQD R/W =	10878.76 SF		
REQD R/W =	0.250 ACRES		
REMAINDER =	+/- 8.33 ACRES		

3
N/F
SONNY THACH
228 03050
SEE DWGS 60-0003 & DWG 60-0004

PARCEL 3
DE3
REQ'D R/W

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
101	49.53 R	21+10.15	CR 222/ CR954 COUNTY LINE ROAD
	343.84	N62°43'27.1"E	
106	49.44 R	24+53.99	CR 222/ CR954 COUNTY LINE ROAD
	21.65	S45°31'13.1"E	
DE1012	70.00 R	24+60.77	CR 222/ CR954 COUNTY LINE ROAD
	349.77	S62°44'20.6"W	
DE5000	70.00 R	21+11.00	CR 222/ CR954 COUNTY LINE ROAD
	20.49	N29°38'52.4"W	
101	49.53 R	21+10.15	CR 222/ CR954 COUNTY LINE ROAD
REQD R/W =	7114.01 SF		
REQD R/W =	0.163 ACRES		
REMAINDER =	+/- 12.55 ACRES		

PARCEL 3
DE3
EASEMENT FOR CONSTRUCTION OF DRIVEWAY

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
DE3003	70.00 R	24+05.00	CR 222/ CR954 COUNTY LINE ROAD
	30.00	N62°44'20.6"E	
DE3000	70.00 R	24+35.00	CR 222/ CR954 COUNTY LINE ROAD
	10.00	S27°15'39.4"E	
DE3001	80.00 R	24+35.00	CR 222/ CR954 COUNTY LINE ROAD
	30.00	S62°44'20.6"W	
DE3002	80.00 R	24+05.00	CR 222/ CR954 COUNTY LINE ROAD
	10.00	N27°15'39.4"W	
DE3003	70.00 R	24+05.00	CR 222/ CR954 COUNTY LINE ROAD
REQD EASMT =	300.00 SF		
REQD EASMT =	0.007 ACRES		

4
N/F
ZOLA A FAYE
228C01001
SEE DWGS 60-0003 & DWG 60-0004

PARCEL 4
DE4
REQ'D R/W

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
104	50.47 L	21+08.76	CR 222/ CR954 COUNTY LINE ROAD
	19.54	N25°17'06.5"W	
DE5001	70.00 L	21+09.43	CR 222/ CR954 COUNTY LINE ROAD
	505.57	N62°44'20.6"E	
DE1008	70.00 L	26+15.00	CR 222/ CR954 COUNTY LINE ROAD
	18.60	S27°15'39.4"E	
DE1009	51.40 L	26+15.00	CR 222/ CR954 COUNTY LINE ROAD
ARC LENGTH = 28.37			
CHORD BEAR = S60°28'01.7"W			
LNTH CHORD = 28.37			
RADIUS = 2686.76			
DEGREE = 02°07'57.1"			
108	50.28 L	25+86.65	CR 222/ CR954 COUNTY LINE ROAD
	477.89	S62°45'42.4"W	
104	50.47 L	21+08.76	CR 222/ CR954 COUNTY LINE ROAD
REQD R/W =	9915.19 SF		
REQD R/W =	0.228 ACRES		
REMAINDER =	+/- 15.14 ACRES		

5
N/F
JASON T CRENSHAW
228 03049
SEE DWG 60-0004

PARCEL 5
DE5
REQ'D R/W

PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
106	49.44 R	24+53.99	CR 222/ CR954 COUNTY LINE ROAD
	161.01	N62°37'07.4"E	
DE1010	49.11 R	26+15.00	CR 222/ CR954 COUNTY LINE ROAD
	20.90	S27°15'39.4"E	
DE1011	70.00 R	26+15.00	CR 222/ CR954 COUNTY LINE ROAD
	154.23	S62°44'20.6"W	
DE1012	70.00 R	24+60.77	CR 222/ CR954 COUNTY LINE ROAD
	21.65	N45°31'13.1"W	
106	49.44 R	24+53.99	CR 222/ CR954 COUNTY LINE ROAD
REQD R/W =	3267.46 SF		
REQD R/W =	0.075 ACRES		
REMAINDER =	+/- 5.08 ACRES		

PRELIMINARY PLANS

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
02/26/24	UPDATE PAR 1 DWY & ESMT, REV PAR 3 & 5 REQ'D RW TABLE		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 331900
COUNTY: LAMAR/SPALDING
LAND LOT NO: 217
LAND DISTRICT: 2
GMD 1066, 540
DATE 8/15/2023 SH 5 OF 5

DRAWING No. 60-0005

GRIFFIN_CE_1178573026

Russell R. McMurry, P.E.,Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

DATE: 4-30-2024

City of Griffin,
c/o Jessica O'Connor, City Manager
100 South Hill Street
Griffin, GA 30223

RE: PROJECT: BRSLB-1074-00(003)
PARCEL: 1

COUNTY: Lamar, Spalding
P.I. #: 331900

Dear City of Griffin, c/o Jessica O'Connor, City Manager:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, **0.127** acres or 5,547.22 square feet of your property in fee, and zero square feet of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be **$129,000**. The attached form, entitled "Summary Statement Basis for Just and Adequate Compensation", separates certain elements comprising the above listed value.

Our Right of Way Specialist, Keith Lassiter located at 115 Transportation Blvd., Thomaston, GA 30286, Email: klassiter@dot.ga.gov. Phone: 706-646-7586 representing the Department, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. They will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option for Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,

Tyler Peek
District Engineer

S. Roberts

BY: Scott Roberts
District Right of Way Team Manager

Attachment(s)
cc:

ROW-515-A (Federal Aid) Revised: 2/10/20

Summary Statement Basis For Just and Adequate Compensation

1. PROJECT #BRSLB-1074-00(003) P.I.#331900	County: Lamar, Spalding	Parcel: 1
2. OWNER NAME/MAILING ADDRESS:	City of Griffin, c/o Jessica O'Connor, City Manager 100 South Hill Street Griffin, GA 30223	
3. PROPERTY ADDRESS: 1150 County Line Road, Griffin, GA 30224		
4. FAIR MARKET VALUE (see attached Market Data Information):		

Right of Way; 0.127 AC/SF X $10,000 AC/SF = $ 1,270

Cost to Cure: Fencing, Gate, Asphalt $127,650

TOTAL ESTIMATED FAIR MARKET VALUE: $ 128,920

Total Rounded = $ 129,000

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

NAME	KIND OF INTEREST	ESTIMATED VALUE
City of Griffin	Fee Simple	$ 129,000
Total Estimated Fair Market Value:		**$ 129,000**

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

(a) Deduct at Closing $_N/A_ (Retention Value)

(b) Deduct at Closing $__N/A__ (Performance Bond)

Total Withheld at Closing $ ___N/A___

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: April 24, 2024 PREPARED BY: Keith Lassiter
Staff Negotiator

Revised June 2020

Market Data Information

Vacant Land Sales

Address	DB	Page
388 Industrial Road	1098	270
111 Hudson Industrial Drive	4709	280
109 Legacy Park Drive	1231	191
49 Legacy Park Drive	1214	66
West Quilly Street	5106	98
396 Industrail Road	1178	299
The Lakes Parkway (Lot G)	4980	150
87 Legacy Park Drive	1231	174

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider renewal of the Memorandum of Understanding among the City of Griffin, Spalding County, Griffin-Spalding County Board of Education and UGA Archway Partnership as participants in the Spalding County Archway Partnership for FY25 in the amount of $20,000.00. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This agreement renews the Archway Partnership from July 1, 2024 to June 30, 2025. The agreement is the same as the previous agreement except for dates and organizational representatives.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

$20,000 will be budgeted in FY25 to renew the agreement. Each local funding partner expends $20,000, and UGA expends the remainder of the funding for the partnership.

Submitted By:
Jessica O'Connor

Meeting Date:
14/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FY25 MOU.pdf

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MEMORANDUM OF UNDERSTANDING
Spalding County Archway Partnership

This **MEMORANDUM OF UNDERSTANDING** (this "**Agreement**") is made and entered into as of July 1, 2024 by and among the Spalding County Board of Commissioners (the "**County**"), the City of Griffin (the "**City**"), and the Griffin-Spalding County Board of Education (the "**Board of Education**"), and together with the County, the City, and the Board of Education, the "**Spalding County Partners**"), and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (for purposes of this Agreement referred to herein as the "**UGA Archway Partnership**"), and the Office of the Vice President for Public Service and Outreach (the "**OVPPSO**," and together with the UGA Archway Partnership, the "**UGA Partners**").

Each of the Community Partners and UGA Partners stated above is considered to be a Participant (collectively, the "**Participants**") in the Spalding County Archway Partnership ("**Spalding County Archway Partnership**").

WHEREAS, the Participants agree to cooperate in the development, implementation, and continuation of the Spalding County Archway Partnership focusing on community and economic development issues for Spalding County; and

WHEREAS, the Participants agree to the creation or continuation of the Spalding County Archway Partnership Executive Committee (the "**Executive Committee**") to offer the Community Partners appropriate representation and influence into the strategic planning and management of the Spalding County Archway Partnership.

NOW THEREFORE the parties hereto agree as follows:

SECTION I

The UGA Partners shall:

1. Agree to facilitate the work of the Executive Committee in support of the overall goals of the Spalding County Archway Partnership, assist in identifying the public educational needs for the community, facilitate cooperation between community organizations and the Griffin-Spalding County School System to address those needs, and advise the Griffin-Spalding County Board of Education how to address the educational needs of the community.

2. Subject to Section III, Paragraph 7 herein, employ a UGA faculty member (the "**Archway Professional**") who will dedicate time as needed to the project and work directly with the Spalding County Archway Partnership's Executive Committee. Such Archway Professional may, in the sole discretion of the UGA Partners, be a full- or part-time employee of UGA.

3. Establish minimum qualifications and determine the total salary to be paid to the Archway Professional, and agree to perform periodic evaluations of the Archway Professional in accordance with UGA human resources rules and regulations as any other UGA employee.

4. Have the right to terminate or transfer the Archway Professional for any reason at any time. In either such case, the UGA Partners agree that they will seek to replace the Archway Professional in accordance with the qualifications and salary guidelines described in Section 1, Paragraph 3 herein and subject to Section III, Paragraph 7 herein.

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5. Provide the Archway Professional with access to office equipment, supplies, publications, or other educational materials necessary to the performance of the position's duties.

6. Keep an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA Partners agree to retain such records for a period of three years unless an audit has begun and not been completed or if the audit findings have not been resolved at the end of the three year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings. The UGA Archway Partnership also agrees to retain all records relating to payments made under this agreement until the expiration of three years after final payment.

7. Report to the Executive Committee at regular intervals on the nature of the Spalding County Archway Partnership and progress being made.

SECTION II

The Spalding County Partners shall:

1. Agree to recognize the UGA Partners as their institutional partners and provide appropriate recognition of the collaborative working relationship on all appropriate and relevant publications, materials and web sites.

2. Agree to cooperate with the UGA Partners in the implementation and administration of educational opportunities for the students of the University of Georgia.

3. Agree, when possible, to make available internship opportunities to the students of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.

4. Agree, when possible, to make available research opportunities to the faculty of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.

5. Agree to make available to the UGA Partners any research or study findings and results that may be realized as a result of this Agreement. Notwithstanding anything herein to the contrary, all research or study findings and results from research conducted by faculty of the UGA Partners shall remain the property of the UGA Partners.

SECTION III

The Participants Mutually Agree:

1. The OVPPSO will contribute to the UGA Archway Partnership as needed in order to support the activities of the Archway Professional and the UGA Archway Partnership; however, this paragraph shall not be read or construed so as to create any cost share on the part of UGA or any of the UGA Partners.

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2. The Spalding County Partners will pay to the UGA Archway Partnership a total FIXED FEE of $60,000 for the period beginning on July 1, 2024 through June 30, 2025 (the "**FY2025 Community Fee**").

3. The Spalding County Partners are committed to funding the FY2025 Community Fee as follows:

Spalding County Board of Commissioners	$20,000
City of Griffin	$20,000
Griffin-Spalding County Board of Education	$20,000

4. The UGA Archway Partnership shall send an invoice to each of the Spalding County Partners for such Spalding County Partner's respective amount shown above. The full amount of all such invoices shall be due 30 days after the effective date of this agreement. Invoices will be sent to the following:

Spalding County Board of Commissioners
Attn: Clay Davis, Chairman
P.O. Box 1087
Griffin, GA 30224

City of Griffin
Attn: Mayor Doug Hollberg
100 S. Hill St.
Griffin, GA 30224

Griffin-Spalding County Board of Education
Attn: Will Doss
216 S. 6th St.
Griffin, GA 30224

5. Expenditures and budgetary allocations for the FY2025 Community Fee will be based on history and may vary depending on community needs. The Archway Partnership is authorized to transfer funds between various expenditure and budgetary categories and accounts without specific and separate approval by any of the Spalding Partners. Subject to any such transfers, the expenditures and budgetary allocations for the FY2025 Community Fee are anticipated to be as follows:

Operating & Project Costs	45%
Personal Services	35%
Travel	20%

6. The Spalding County Partners and the UGA Partners agree to the creation or continuation of the Spalding County Archway Partnership Executive Committee who shall perform the following functions:

   a. Remit or cause to be remitted the FY2025 Community Fee to the UGA Archway Partnership when due.

   b. Provide guidance on the appointment or hiring of the Archway Professional. The actual appointment or hiring of the Archway Professional shall be subject to the sole approval of the UGA Partners.

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c. Evaluate the financial support of the Spalding County Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of any adjustments no later than March 31, 2025.

d. Agree to locate the Archway Professional's office in facilities that are adequate and appropriate for the program.

7. The Archway Professional shall remain at all times a University of Georgia employee, subject to all applicable university guidelines and policies, and shall not be an employee of any of the Community Partners while performing this service and will not be entitled to fringe benefits normally accruing for employees of any of the Community Partners.

8. This Agreement shall take effect as of July 1, 2024.

9. The terms of this Agreement shall be from July 1, 2024 through June 30, 2025. Either the UGA Partners (acting collectively) or the Community Partners (acting collectively) may terminate this Agreement upon 90 days written notice of such intent.

10. This Agreement may be modified by mutual written agreement of the parties hereto.

11. This agreement, along with any exhibits, appendices, addenda, schedules, and amendments attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties hereto, whether oral or written.

12. This Agreement may be renewed annually by mutual written agreement of all parties.

[Remainder of this page left intentionally blank.]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first described above.

Spalding County Board of Commissioners	Date
City of Griffin	Date
Griffin-Spalding County Board of Education	Date
Archway Partnership, University of Georgia	Date
Vice President for Public Service and Outreach, University of Georgia	Date
Board of Regents of the University System of Georgia by and on behalf of the University of Georgia	Date