AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
June 11, 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 Isaac Blackmon, Class A Commercial Driver, Solid Waste Department, as the May 2024 Strongest Link in the Chain award recipient. *Director of Solid Waste, Todd Ennis, will address.*

2. Presentation of the proclamation for Georgia Municipal Court Clerks' Week 2024.

3. Presentation of proclamation for Loving Day 2024.

4. Presentation of proclamation for Juneteenth 2024.

5. Presentation of the proclamation for National Waste and Recycling Workers' Week 2024.

6. Review financial reports for April 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.

7. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2024 and ending June 30, 2025. *City Manager Jessica O'Connor will address*

8. Receive comments regarding a request for a special use permit for an Assisted Living Facility in Medium Density Residential (MDR) for property located at 847 N 9th St. *Interim Director of Planning & Development, Michelle Haynes, will address.*

9. Receive comments regarding a request for a special use permit for a Personal Care Home in Low Density Residential B (LDR-B) for property located at 416 S. Pine Hill Rd.. *Interim Director of Planning & Development, Michelle Haynes, will address.*

CONSENT AGENDA

10. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on May 28, 2024.

11. Consider the purchase of twenty 15KV pad mount transformers in the amount of $21,700 and twenty-five 25 KV pad mount transformers in the amount of $31,375 and six 100 KV pad mount transformers in the amount of $30,120, for a total of $83,195 from Stuart C. Irby Co., low bidder through ECG Joint Purchasing. *Electric Director, Jennifer Freeman, will address.*

12. Consider an agreement between the City of Griffin and Life Fulfilled Coaching & Consulting in the amount of $1,450.00 to conduct two (2) 1.5 hour onsite Team Building Trainings for Customer Service employees. *Electric Director, Jennifer Freeman will address.*

13. Consider, on second reading, an Ordinance approving the 2022 Amendments to the GMEBS Defined Benefit Retirement Plan, which the City of Griffin participates in for its employees. *City Attorney, Drew Whalen, will address.*

14. Consider renewal of agreement for services for water storage tank maintenance for FY25 from American Tank Maintenance in the amount of $118,291.04. *Director of Water and Wastewater, Brandon Lewis, will address.*

15. Consider a Joint Funding Agreement with the United States Department of the Interior in the amount of $79,800.00 for the operation and maintenance of seven stream flow stations. *Director of Water and Wastewater, Brandon Lewis, will address.*

16. Consider a Purchase Order for repair of High Service Pump Motor #2 at the Harry Simmons Water Treatment Plant from Goforth Williamson, Inc., Single Source, in the amount of $36,170.00. *Water and Wastewater Director, Brandon Lewis, will address.*

17. Consider a Purchase Order for repair of High Service Pump Motor #3 at the Harry Simmons Water Treatment Plant from Goforth Williamson, Inc., Single Source, in the amount of $34,415.00. *Water and Wastewater Director, Brandon Lewis, will address.*

18. Consider audit engagement letters for audit services with independent auditors, Mauldin & Jenkins, Certified Public Accountants, as a professional service. *Finance Director, Deborah Manning-Gilbert, will address.*

19. Consider directing MEAG Power to place 100% of the City's 2023 MEAG Telecommunications- Preliminary Final Settlement in the amount of $21,321.00 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power 2023 Telecommunications Preliminary Final Statement Form by the Mayor and the City Manager. *Electric Director, Jennifer Freeman will address.*

REGULAR AGENDA

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

20. Consider resolution adopting the annual Fiscal Year 2024 - 2025 Operating and Capital Budget appropriating expenditures and forecasted revenues for specified purposes, functions and activities, by fund for the budget period and Capital Improvement Program (CIP). *City Manager Jessica O'Connor will address.*

21. Consider a special use permit for an Assisted Living Facility in Medium Density Residential (MDR) for property located at 847 N 9th St. *Interim Director of Planning & Development, Michelle Haynes, will address.*

22. Consider a special use permit for a Personal Care Home in Low Density Residential B (LDR-B) for property located at 416 S. Pine Hill Rd.. *Interim Director of Planning & Development, Michelle Haynes, will address.*

23. Consider an agreement with Site Med, Single Source, to conduct on-site NFPA 1582 firefighter medical

exams in the amount of $24,700.00. *Fire Chief John Hamilton will address.*

24. Consider a contract between the City of Griffin and K and C Woods LLC, lowest responsive bidder, for tree trimming services in an amount not to exceed $603,691. *Electric Director, Jennifer Freeman, will address.*

25. Consider a Resolution amending the City of Griffin Title II Americans with Disabilities Act Policy and Grievance Procedure and the Title VI Civil Rights Act Policy and Grievance Procedure, approving the form and use of a Title II and Title VI Complaint Form, and further repealing all prior versions of said policies. *Stephanie Woods, Human Resources Director, will address.*

26. Consider authorizing travel for the commissioners to the Georgia Municipal Association's Annual Convention in Savannah, Georgia on June 21-25, 2024.

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 Isaac Blackmon, Class A Commercial Driver, Solid Waste Department, as the May 2024 Strongest Link in the Chain award recipient. *Director of Solid Waste, Todd Ennis, 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:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Isaac Blackmon nomination 05.24.pdf

Strongest Link Nomination

Submitted on	29 May 2024, 2:53PM
Receipt number	23
Related form version	6

Nominee's Name	isaac Blackmon
Nominee's Department	Solid Waste
Your Name	Jennifer Meza / Sue Stubbs
Your Department	Solid Waste
Your Email	JDMeza@cityofgriffin.com
What type of nomination?	Monthly
If monthly, what month are you nominating for?	May
Reason for nomination	Write up is on the attached file
Attachment	Isaac nomination strongest link proof.docx

In my short time in the solid waste department, I've had the honor of working with Mr. Isaac Blackmon. During this time, I've saw Isaac go above and beyond his job duties, stepped into to filling a supervisor's role during their absence while never losing his positive attitude. While filling in a supervisor's duties he did it extremely well never once a complaint and always had a smile. Furthermore, Isaac is dependable, reliable and always lending a helping hand even if it calls him to help another division, he never says no.

Isaac is always early the first one to report into work and often stays past his shift to complete task, so that no task is left unfinished to go into the next work day. Just here recently Isaac took on additional job duties outside of his everyday duties, which included his regular roll – off routes, which includes making sure roll offs are delivered to customer's who request them in a timely manner and getting them pulled. Along with this Isaac ran for a solid week our regular business route which includes several businesses who receive six-to-eight-yard front load dumpsters he made sure each customer was serviced on the correct days and if they required an additional pick up, he got it done without one complaint.

Furthermore, Isaac is light to our department and community, he enjoys being able to serve his community and he makes such a positive impact on so many lives from the smallest of children to our senior citizens in our community. During our three most recent touch a truck events which were held at two different elementary schools including Stepping Stones Learning Academy, he made sure everything was well organized and everyone was on time, Isaac took time with each child that he could to ensure their touch a truck experience was positive and uplifting the children's smiles said it all.

In conclusion on May 14, 2024 Isaac participated in the Georgia SWANA Rodeo- in the equipment operator division. Not only did he win the division but he won the top gun award for best overall. As a result, he will represent the City of Griffin and the state of Georgia on October 15, 2024 at the SWANA Nationals Rodeo in Dublin GA. Isaac represents every aspect of the strongest link in the chain and more.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of the proclamation for Georgia Municipal Court Clerks' Week 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Municipal Court Clerks Week 2024.pdf

Proclamation

In Recognition of Municipal Court Clerks' Week
June 10-14, 2024

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Griffin and local municipalities across the state; and

WHEREAS, the procedures for the City of Griffin Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia**;** and

WHEREAS, more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the Griffin judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the City of Griffin Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

SO THEREFORE, BE IT RESOLVED That in honor of Municipal Court Clerks' Week, the City Commission recognizes our Municipal Court Clerk and Assistant Clerks, and at the same time urges the citizens of the City of Griffin to support said Clerks and extend appreciation for the vital service they perform for our citizenry. We hereby declare that a copy of this Proclamation be spread upon the minutes of the proceedings of this Board, reflecting the Seal of the City of Griffin to be affixed on this, the day 11th of June in the year of our Lord two thousand and twenty-four, declaring the week of June 10-14, 2024, shall be proclaimed to be

Municipal Court Clerks' Week 2024

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Loving Day 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

11/06/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Loving Day 2024.pdf

Proclamation

Loving Day 2024

WHEREAS, in June 1958, Mildred and Richard Loving were married in the District of Columbia and chose to settle down in their native home state of Virginia, only to be arrested and charged one month later with miscegenation, which was a felony offense in the Virginia code at the time; and

WHEREAS, on June 12, 1967, the Supreme Court's unanimous decision in Loving v. Virginia struck down laws against interracial marriage nationwide, with Chief Justice Earl Warren delivering the opinion of the Court, writing, "Under our Constitution, the freedom to marry, or not marry, a person of another race resides with the individual and cannot be infringed by the State."; and

WHEREAS, today, the tradition and institution of free marriage throughout the United States is not infringed upon by any laws, and citizens are able to celebrate all marriages because of this landmark decision.

NOW,
THEREFORE BE
IT RESOLVED, that the Board of Commissioners of the City of Griffin does hereby proclaim June 12, 2024 to be *Loving Day* in the City of Griffin.

IN WITNESS
WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 11th day of June 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:

Presentation of proclamation for Juneteenth 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

11/06/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Juneteenth 2024.pdf

Proclamation

Celebrating Juneteenth 2024

WHEREAS: On June 19th, 1865, two and a half years after President Lincoln issued the Emancipation Proclamation, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with the news that the Civil War had ended and that enslaved people were now free; and

WHEREAS: Major General Granger announced to the residents of Texas: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property."

WHEREAS: The first Juneteenth celebration was held in Texas in 1866. Since then, Juneteenth has been celebrated in communities across the United States, providing an opportunity to mark the emancipation of enslaved people; and

WHEREAS: On this day, in hundreds of communities across the country, people of all races, nationalities, and religions join hands to acknowledge the extremely painful history and lasting, systemic impact of slavery and racial injustice in the United States. Juneteenth is an opportunity to recommit ourselves to the goal of creating a more equal and just society, an effort that continues today.

NOW THEREFORE: We, the City of Griffin Board of Commissioners do hereby proclaim June 19th, 2024 to be,

"JUNETEENTH INDEPENDENCE DAY"

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

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed this 11th day of June 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 the proclamation for National Waste and Recycling Workers' Week 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
National Waste and Recycling Workers Week 2024.pdf

Proclamation

National Waste & Recycling Workers Week

WHEREAS, The nation celebrates the week of June 17-23, 2024 as National Waste & Recycling Workers Week; and

WHEREAS, The earliest garbage regulation effort was the first landfill in Knossos, Crete where large holes for refuse were dug and garbage was dumped along with dirt at various levels in 3000 B.C.; and

WHEREAS, Since that time, sanitation workers have worked selflessly and tirelessly in all types of environments and at risk to themselves, to provide sanitation services to protect communities and residents, prevent disease and keep our communities clean, safe and beautiful; and

WHEREAS, The men and women employed by the City of Griffin make significant contributions to the safety, health and welfare of our citizens by processing millions of tons of garbage and recycling annually; and

WHEREAS, With an area spanning 14.03 square miles, 181.8 miles of roads, and a population of approximately 22,725, the citizens of the City of Griffin depend on the collection and proper disposal of waste, recyclables, compostables and yard waste to promote a clean and tidy community regardless of weather and global pandemics; and

WHEREAS, The City of Griffin values and celebrates our local solid waste industry workers for their commitment to our residents, businesses and communities as Essential Employees.

NOW, THEREFORE BE IT RESOLVED,

That the City of Griffin Board of Commissioners, in conjunction with National Waste & Recycling Workers Week, does hereby proclaim the week of June 17-23 in the year 2024 to be

"Waste & Recycling Workers Week"

and encourages all citizens to join the Board of Commissioners in thanking the hard-working men and women who ensure our communities are kept safe, clean and healthy. I have hereunto caused the Seal of the City of Griffin to be affixed on this, the eleventh day of June 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:

Review financial reports for April 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:

11/06/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Cash Balance 04.30.2024.pdf

Interim Statements by Fund 04.30.2024.pdf

LOST 04.30.2024.pdf

TSPLOST 04.30.2024.pdf

	6/30/2023	4/30/2024		
	ALL FUNDS	**OPERATING**	**RESTRICTED**	**RESERVED**
CASH AND CASH EQUIVALENTS				
Cash				
101-General Fund	$9,257,236.49	$9,132,316.16	$332,887.06	
210-Confiscated Assets Fund	142,773.92		124,990.07	
235-Community Development Block Grant 2022			231,147.52	
251-Multiple Grant Fund	131,624.93		131,739.00	
253-Neighborhood Stabilization Program	163,493.78		163,493.78	
255-Neighborhood Stabilization Program NSP3	151,868.23		151,868.23	
270-Tax Incentive Program (TIP)	21,101.53		21,101.53	
271-Tax Allocation District (TAD #1)	800,917.03		1,081,456.20	
272-Tax Allocation District (TAD #2)	2,338,768.35		2,619,273.14	
282-Court Technology Fund	178,172.00		195,210.86	
283-Police Donations Fund	8,479.48		8,479.48	
321-SPLOST Fund 2016	9,967,083.19		8,320,452.17	
335-T-SPLOST Fund 2022	4,913,830.37		8,372,329.11	
505-Water/Wastewater Utility Fund	4,802,993.52	4,424,769.58		
510-Electric Utility Fund	2,792,038.20	5,845,985.02	164,621.34	
540-Solid Waste Fund	1,009,822.02	900,100.68		648,911.60
550-Airport Fund	991,299.90	927,716.29	838.98	
560-Stormwater Utility Fund	861,101.74	438,709.51		
591-Golf Course Fund	1,229,040.04	1,601,691.16		
601-Internal Service Fund - Motor Pool Fund	1,479,038.47	1,490,126.53		
610-Internal Service Fund - Payroll	70,451.33		304,158.80	
611-ISF-Employee Benefits Fund	780,951.72			
745-Municipal Court Fund	332,057.38		326,799.22	
771-OPEB Fund	39,412.59		39,412.59	
791-Cemetery Trust Fund	1,179,484.75		1,216,735.84	
792-Mausoleum Trust Fund	315,501.25		315,501.25	
952-Main Street Fund	52,182.04		58,676.93	
953-Downtown Development Fund	132,940.16		122,061.54	
Total Cash	44,143,664.41	24,761,414.93	24,303,234.64	648,911.60
Investments				
101-General Fund	20,959,005.29	25,694,911.43		666,712.76
505-Water/Wastewater Utility Fund	3,946,474.63		4,383,664.63	
510-Electric Utility Fund	47,500,201.25	1,488,110.26	3,879,926.58	43,756,016.55
540-Solid Waste Fund	681,709.96	151,718.08	553,339.43	
591-Golf Course Fund	97,008.77	97,008.77		
771-OPEB Fund	2,459,749.00		2,459,749.00	
791-Cemetery Trust Fund	4,090,969.81		4,316,657.72	
792-Mausoleum Trust Fund	496,922.74		510,553.85	
793-Light Water Sewer (LWS) Emergency Trust Fund	1,043,037.02		1,069,411.57	
Total Investments	81,275,078.47	27,431,748.54	17,173,302.78	44,422,729.31
Total Cash and Investments	**$125,418,742.88**	**$52,193,163.47**	**$41,476,537.42**	**$45,071,640.91**

INTERIM STATEMENTS by Fund

All Funds: City-Wide

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
TAXES							
Real property - current year	$91,148	$5,157,235	$5,205,585	($48,350)	99.07%	$5,213,922	$5,264,942
Public utility	9,929	37,378	20,480	16,898	182.51%	21,040	44,838
Real property - prior year	10,394	114,765	191,280	(76,515)	60.00%	196,858	218,452
Motor vehicle	1,752	20,689	23,090	(2,401)	89.60%	25,064	28,951
Intangible	8,381	48,910	50,000	(1,090)	97.82%	39,930	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)	2,331	20,809	10,675	10,134	194.93%	12,734	16,943
Total Taxes	123,935	5,407,158	5,513,610	106,452	98.07%	5,516,787	5,626,596
Motor vehicle title ad valorem tax fee	64,650	607,483	750,000	(142,517)	81.00%	606,990	740,090
Alternative ad valorem tax (AAVT)		4,365		4,365			
Franchise taxes:							
Electric		64,784	75,000	(10,216)	86.38%	82,718	82,718
Gas		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	303	9,639	25,000	(15,361)	38.56%	17,008	26,998
Payment In Lieu of Tax GHA	6,777	15,511	25,000	(9,489)	62.04%	15,585	15,585
Video		11,443	20,000	(8,557)	57.22%	9,893	17,483
Total Franchise taxes	7,080	432,962	545,000	(112,038)	79.44%	373,159	539,339
Total Taxes and Franchise taxes	195,665	6,451,968	6,808,610	356,642	94.76%	6,496,936	6,906,025
Local option sales and use taxes	470,825	4,722,889	5,300,000	(577,111)	89.11%	4,632,004	5,574,715
Hotel/Motel	11,079	111,554	132,000	(20,446)	84.51%	117,506	143,939
Alcoholic beverage excise	49,743	511,132	684,000	(172,868)	74.73%	484,355	593,829
Total selective sales and use taxes	60,822	622,686	816,000	(193,314)	76.31%	601,861	737,768
Business taxes:							
Business and occupation taxes	7,450	457,447	430,000	27,447	106.38%	439,270	458,554
Insurance premium taxes		2,084,942	1,955,000	129,942	106.65%	1,937,372	1,937,372
Financial institutions taxes	42,679	129,123	115,000	14,123	112.28%	108,843	108,843
Total business taxes	50,129	2,671,512	2,500,000	171,512	106.86%	2,485,485	2,504,769
Penalties and interest on deliquent taxes							
Real	5,624	45,379	55,000	(9,621)	82.51%	79,709	103,021
Business	734	3,420	3,000	420	114.00%	3,627	4,926
Total penalties and interest on deliquent taxes	6,358	48,799	58,000	(9,201)	84.14%	83,336	107,947
TOTAL TAXES	**783,799**	**14,517,854**	**15,482,610**	**(964,756)**	**93.77%**	**14,299,622**	**15,831,224**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	600	56,025	62,000	(5,975)	90.36%	58,225	58,275
Wine	500	54,925	60,000	(5,075)	91.54%	57,225	57,275
Liquor	3,000	100,500	120,000	(19,500)	83.75%	115,450	115,450
Total alcoholic beverage licenses	4,100	211,450	242,000	(30,550)	87.38%	230,900	231,000
General business licenses:							
Insurance	150	33,788	35,000	(1,212)	96.54%	35,138	35,738
Total general business licenses	150	33,788	35,000	(1,212)	96.54%	35,138	35,738
Total Business licenses	4,250	245,238	277,000	(31,762)	88.53%	266,038	266,738
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	650	4,088	12,000	(7,912)	34.07%	8,850	17,250
House moving permit			500	(500)			
Sign permits	520	11,260	12,500	(1,240)	90.08%	11,875	13,690
Other permits		550	1,500	(950)	36.67%	1,550	1,550

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Catering	225	2,275	3,200	(925)	71.09%	2,925	3,600
Total building and sign permits	1,395	18,173	29,700	(11,527)	61.19%	25,200	36,090
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	5,450	54,470	41,500	12,970	131.25%	41,585	55,185
Building	36,984	248,434	250,000	(1,566)	99.37%	250,101	357,022
Plumbing	4,578	18,711	20,000	(1,289)	93.56%	18,991	25,330
Electrical	5,578	35,030	40,000	(4,970)	87.58%	38,325	52,594
Gas		5,836	2,000	3,836	291.80%	700	1,030
Mechanical	3,947	15,281	20,000	(4,719)	76.41%	16,916	22,698
Total building structures and equipment permits	56,537	377,762	373,500	(4,262)	101.14%	366,618	513,859
Total non-business licenses and permits	57,932	395,935	403,200	(7,265)	98.20%	391,818	549,949
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	277	1,019		1,019		1,132	1,635
Total penalties and interest on deliquent licenses and permits	277	1,019		1,019		1,132	1,635
TOTAL LICENSES AND PERMITS	**62,459**	**642,192**	**680,200**	**(38,008)**	**94.41%**	**658,988**	**818,322**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	15,005	81,166	72,000	9,166	112.73%	73,580	107,931
Fees - demolition recovery	281	13,657	35,000	(21,343)	39.02%	62,646	70,652
Fees - zoning applications	350	3,952	5,000	(1,048)	79.04%	5,205	6,505
Fees - reimbursements		3,400	25,000	(21,600)	13.60%	2,768	2,768
Information technology fees	300	3,000		3,000		3,000	3,600
Indirect cost allocation	561,747	5,617,473	6,801,802	(1,184,329)	82.59%	5,223,397	6,271,225
IT equipment cost allocation						972,593	1,167,112
GIS cost allocation	27,856	250,704	334,273	(83,569)	75.00%		
Motor pool charges	123,795	901,122	1,186,895	(285,773)	75.92%	890,966	1,071,380
Publication Sales						340	340
Business occupation tax admin fee	1,800	76,540	65,000	11,540	117.75%	58,120	63,910
Total general government	731,134	6,951,014	8,524,970	1,573,956	81.54%	7,292,615	8,765,423
Public safety - fire inspections	650	6,626	3,000	3,626	220.87%	2,801	4,801
Public safety - prisoner housing fees	4,689	62,295	80,000	(17,705)	77.87%	87,962	99,539
Streets and public improvements		323		323		107	219
Utilities / enterprise charges and fees							
Fees - Collection - Residential	244,070	2,402,417	3,271,350	(868,933)	73.44%	2,128,772	2,813,943
Fees - Collection - Commercial	110,060	1,045,568	1,220,575	(175,007)	85.66%	888,139	1,180,860
Fees - Transfer Station	143,964	1,244,993	1,714,000	(469,007)	72.64%	1,337,955	1,587,379
Fees - Special Handling	2,955	15,345	22,050	(6,705)	69.59%	13,865	16,760
Fees - Rolloff Containers	72,400	650,689	654,942	(4,253)	99.35%	490,941	645,843
Fees - Yard Waste Disposal	73,761	725,780	895,730	(169,950)	81.03%	642,921	849,662
Fees - Yard Waste Special Handling	(21)	(339)		(339)		(195)	(278)
Sale of Recycled Materials	2,318	75,073	8,000	67,073	938.41%	49,695	45,191
Permit Fees - Commercial Hauler		2,900	3,000	(100)	96.67%	2,400	3,200
Fees - Landfill Use	264,338	2,181,295	2,300,000	(118,705)	94.84%	1,940,476	2,455,399
Water Institutional	20,203	223,015	435,273	(212,258)	51.24%	256,409	305,378
Fees - Water Industrial	56,956	537,056	628,335	(91,279)	85.47%	582,389	728,806
Fees - Water Residential	340,536	3,634,253	4,636,113	(1,001,860)	78.39%	3,261,800	4,305,717
Fees - Water Commercial	118,004	1,100,238	1,573,194	(472,956)	69.94%	962,425	1,327,544
Pass-Thru Water Spalding County	(430,680)	(4,153,896)	(4,139,029)	(14,867)	100.36%	(3,714,737)	(4,979,260)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Fire Hydrant Water	6,721	58,085	53,522	4,563	108.53%	46,962	68,864
Fees - Water Lock Cut	150	1,250	1,500	(250)	83.33%	850	1,175
Bulk Water - Spalding County	811,074	8,316,688	9,653,475	(1,336,787)	86.15%	7,157,581	9,569,263
Bulk Water - Williamson	7,268	78,993	95,092	(16,099)	83.07%	59,170	80,925
Bulk Water - Zebulon	29,995	311,932	502,087	(190,155)	62.13%	384,467	460,886
Bulk Water - Butts County	2,742	25,672	37,553	(11,881)	68.36%	28,214	36,567
Bulk Water - Coweta County	534,750	5,371,050	6,472,710	(1,101,660)	82.98%	4,931,348	6,294,248
Bulk Water - City of Concord	2	1,408	2,572	(1,164)	54.74%	3,605	3,611
Fees - Water Irrigation	9,765	344,952	308,381	36,571	111.86%	318,085	380,568
Fees - Meter Install	2,720	26,230	15,800	10,430	166.01%	19,585	25,255
Sewer Flat - Industrial	72,070	679,563	730,927	(51,364)	92.97%	567,628	720,316
Sewer Flat - Residential	471,756	4,939,241	5,824,019	(884,778)	84.81%	4,353,731	5,793,085
Sewer Flat - Commercial	249,180	2,379,989	2,689,631	(309,642)	88.49%	2,119,126	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	4,200	4,200
Stormwater - Residential Upper Tier	35,439	348,690	442,469	(93,779)	78.81%	305,029	404,166
Stormwater - Residential Lower Tier	19,673	192,870	226,402	(33,532)	85.19%	159,533	212,583
Stormwater - Commercial Fees	191,255	1,877,161	2,259,649	(382,488)	83.07%	1,667,125	2,171,204
Sewer - Sun City	127,087	1,229,916		1,229,916		1,025,222	1,385,346
Sewer - Greyson Parc	10,755	77,668		77,668			3,635
Fees - Electric Residential Service	1,239,128	16,854,313	20,123,566	(3,269,253)	83.75%	13,576,573	17,821,233
Fees - Electric Commercial Service	1,476,973	16,371,824	20,526,121	(4,154,297)	79.76%	13,748,221	18,086,561
Fees - Electric Industrial Service	697,888	7,088,395	8,129,452	(1,041,057)	87.19%	5,896,086	7,827,256
Fees - Electric Fuel Adjustment	577,073	6,931,235	8,427,273	(1,496,038)	82.25%	5,363,991	7,118,640
Fees - Electric Temporary Service	300	1,500	5,000	(3,500)	30.00%	2,700	3,000
Fees - Pole Rental Current Year	1,501	145,456	253,000	(107,544)	57.49%	293,503	304,278
ECCR Adjustment	108,882	1,307,780	1,590,052	(282,272)	82.25%	1,433,474	1,764,540
Telecom - Telephone Revenue	1,147	12,561	52,200	(39,639)	24.06%		
Telecom - Telephone Internal Customer Fees	5,197	48,647		48,647		43,332	54,282
Total utilities / enterprise charges and fees	7,709,355	84,720,056	101,666,986	(16,946,930)	83.33%	72,352,596	94,676,591
Other / enterprise charges and fees							
Green Fees	22,935	207,678	218,000	(10,322)	95.27%	209,507	315,258
Handicap Fees	35	735	800	(65)	91.88%		
Golf Cart Rentals	36,691	284,313	198,000	86,313	143.59%	154,153	165,976
Merchandise Sales	2,139	27,601	48,000	(20,399)	57.50%	45,137	56,542
Driving Range Fees	3,640	23,399	22,000	1,399	106.36%	19,622	25,227
Membership Fees	4,550	38,400	20,000	18,400	192.00%	25,550	37,100
Food & Beverage	3,839	28,472	33,000	(4,528)	86.28%	26,860	33,175
Beer Sales	1,413	16,451	14,000	2,451	117.51%	13,080	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	(1,780)	26,734	18,000	8,734	148.52%	29,407	45,474
Golf Balls	3,865	15,724		15,724			
Fuel Sales - AVGAS	34,004	166,373	172,610	(6,237)	96.39%	125,891	149,764
Fuel Sales - Jet A	13,481	109,976	176,700	(66,724)	62.24%	142,249	166,035
Airport Services - Tug Fees		1,090		1,090		210	240
Fiber Fees	48,317	460,285	550,000	(89,715)	83.69%	404,139	533,308
Fiber Fees - Internal Customer Fees	39,821	394,640	477,671	(83,031)	82.62%	349,613	443,118
Total other / enterprise charges and fees	212,950	1,801,911	1,949,781	(147,870)	92.42%	1,545,418	1,990,582
Other fees							
General Fund-Customer Service -Charges for Serv- -	61,662	588,404	705,850	(117,446)	83.36%	541,023	709,517

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fuel Flowage Fees	2,880	21,520	22,400	(880)	96.07%	19,120	24,800
Landfill Capital Surcharge Fee	8,158	69,385	66,516	2,869	104.31%	67,329	84,252
Landfill Closure Surcharge Fee	8,141	69,369	66,516	2,853	104.29%	65,692	82,616
Container Fees	4,020	41,340	44,605	(3,265)	92.68%	37,320	44,880
Pole Installation	1,087	9,495	10,000	(505)	94.95%	4,550	4,550
After Hours Service Fee	1,600	12,825	25,000	(12,175)	51.30%	25,139	26,539
Connection Fees	23,990	179,025	200,000	(20,975)	89.51%	159,630	195,350
Surge Protection Fees	400	4,003	4,800	(797)	83.40%	3,743	4,896
Reconnect Fees	17,295	177,210	205,000	(27,790)	86.44%	125,250	154,775
Underground Trenching	5,590	81,750	30,000	51,750	272.50%	10,466	29,566
UGA Contracted Services						616	616
Credit Card Fees	917	(54,869)		(54,869)		(24,081)	21,225
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Overnight Fees		190	300	(110)	63.33%	210	240
Total other fees	135,740	1,236,999	1,455,987	(218,988)	84.96%	1,036,007	1,383,822
Culture and recreation							
Pavilion Fees						2,425	2,425
Still Branch WTP Gate Receipts	980	5,411	7,695	(2,284)	70.32%	7,138	8,329
Total culture and recreation	980	5,411	7,695	(2,284)	70.32%	9,563	10,754
Other charges for services							
Cemetery Opening/Closing Fee		600		600			
Site Sales	16,450	88,360		88,360		65,450	103,200
Cemetery Fees	3,400	129,060	150,000	(20,940)	86.04%	145,320	162,500
Niche Engraving		350		350		200	200
Internment Fees	450	17,850	30,000	(12,150)	59.50%	22,050	24,750
Monument Fees	700	8,100	10,000	(1,900)	81.00%	7,000	8,400
Returned Check Fees	2,335	19,980	23,000	(3,020)	86.87%	19,290	22,350
Delinquent Penalties	142,358	1,408,325	1,460,000	(51,675)	96.46%	1,306,826	1,549,288
Total other charges for services	165,693	1,672,625	1,673,000	(375)	99.98%	1,566,136	1,870,688
TOTAL CHARGES FOR SERVICES	**8,961,191**	**96,457,260**	**115,361,419**	**(18,904,159)**	**83.61%**	**83,893,205**	**108,802,419**
FINES AND FORFEITURES							
Court							
Police Revenue	971	21,492	15,000	6,492	143.28%	10,590	12,750
Traffic Fines	49,667	572,446	950,000	(377,554)	60.26%	937,226	1,053,624
Fine Surcharge - Technology - Court	1,394	16,956	25,000	(8,044)	67.82%	29,292	32,341
School Zone Speed Safety Program	9,775	89,976	500,025	(410,049)	17.99%	524,720	608,790
Total court revenues and fines	61,807	700,870	1,490,025	(789,155)	47.04%	1,501,828	1,707,505
Bond confiscations							
Confiscations						27,455	27,455
Total Bond Confiscations						27,455	27,455
Confiscations							
State Confiscations						999	999
Federal Confiscations						43,131	25,028
Total state and federal confiscations						44,130	26,027
National Opioid Settlement Payments		71,909		71,909		65,318	65,941
TOTAL FINES AND FORFEITURES	**61,807**	**772,779**	**1,490,025**	**(717,246)**	**51.86%**	**1,638,731**	**1,826,928**
RENTS AND ROYALTIES							
Property Rental	12,723	117,228	158,000	(40,772)	74.19%	147,998	173,662
Water Tower	5,779	61,675	50,000	11,675	123.35%	52,014	69,352

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Sale of Excess Capacity	501	6,977	300,000	(293,023)	2.33%	274,270	287,291
Third-party Sales	54,677	669,870	755,790	(85,920)	88.63%	801,171	946,768
Equipment Rental Fees	280	13,634	14,000	(366)	97.39%	13,365	16,173
MEAG Refunding Flexible Operating	501	6,977		6,977		274,271	287,292
AMR from MEAG Trust	900	9,125	9,780	(655)	93.30%	7,335	9,016
T-Hangar Rentals	1,025	9,325	11,880	(2,555)	78.49%	8,780	10,830
Tie Down Rentals	225	1,200	1,000	200	120.00%	900	1,100
Ground Leases	13,229	133,735	218,367	(84,632)	61.24%	170,191	206,396
MEAG Year End Settlement			750,000	(750,000)			869,863
Settlements from Insurance Claims		15,022		15,022		18,264	38,678
Settlements from Insurance Claims	8,377	566,805	71,643	495,162	791.15%	66,840	86,627
Cash Over/Short	(28)	404		404		(839)	(534)
Misc Revenue	4,702	92,647	49,500	43,147	187.17%	2,912,915	3,021,475
TOTAL RENTS AND ROYALTIES	**102,891**	**1,704,624**	**2,389,960**	**(685,336)**	**71.32%**	**4,747,475**	**6,023,989**
TOTAL OPERATING REVENUE	**9,972,147**	**114,094,709**	**135,404,214**	**(21,309,505)**	**84.26%**	**105,238,021**	**133,302,882**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,851,528	19,677,407	25,515,919	5,838,512	77.12%	18,055,380	22,442,748
Employee Benefits	519,829	6,018,716	12,174,402	6,155,686	49.44%	9,441,359	11,649,408
Total Personal Services and Employee Benefits	2,371,357	25,696,123	37,690,321	11,994,198	68.18%	27,496,739	34,092,156
Purchased or Contracted Services	1,385,939	15,152,511	19,945,935	4,793,424	75.97%	18,095,832	26,148,814
Utilities:							
Water/Sewerage	35,663	200,610	235,661	35,051	85.13%	168,882	220,977
Natural Gas	3,196	37,753	59,560	21,807	63.39%	46,681	52,674
Electricity	425,815	2,247,024	2,771,899	524,875	81.06%	2,043,639	2,486,743
Propane	65	28,732	124,000	95,268	23.17%	26,549	36,777
Gasoline	147,102	1,047,910	2,261,699	1,213,789	46.33%	1,150,775	1,478,875
Stormwater	148,619	738,888	952,020	213,132	77.61%	700,161	847,742
Customer Service Fee	760	3,720	4,995	1,275	74.47%	4,004	4,794
Total Utilities	761,220	4,304,637	6,409,834	2,105,197	67.16%	4,140,691	5,128,582
Supplies	398,685	5,132,725	7,594,982	2,462,257	67.58%	4,617,198	5,879,860
Electricity for Resale	4,035,305	36,581,042	43,734,558	7,153,516	83.64%	35,797,076	43,409,917
Capital Outlay:							
Property (Land and Buildings)	1,802,551	10,931,916	29,800,129	18,868,213	36.68%	9,060,677	14,679,954
Machinery and Equipment	1,151,617	3,105,953	6,492,004	3,386,051	47.84%	3,191,421	3,682,255
Capital Outlay - Reclass to Balance Sheet	(1,260,579)	(9,827,175)	(45,945)	9,781,230	21,389.00%	(8,513,260)	(12,776,761)
Total Capital Outlay	1,693,589	4,210,694	36,246,188	32,035,494	11.62%	3,738,838	5,585,448
Depreciation Expense		4,519,298	7,028,940	2,509,642	64.30%	6,230,373	7,517,553
Bad Debt		281,595	393,000	111,405	71.65%	473,721	552,260
Inter-Departmental Charges	664,840	7,200,322	7,661,075	460,753	93.99%	6,439,211	7,816,604
Miscellaneous	4,568	69,030	964,560	895,530	7.16%	59,098	83,273
TOTAL OPERATING EXPENSE	**11,315,503**	**103,147,977**	**167,669,393**	**64,521,416**	**61.52%**	**107,088,777**	**136,214,467**
OPERATING INCOME (LOSS)	**(1,343,356)**	**10,946,732**	**(32,265,179)**	**43,211,911**	**(33.93%)**	**(1,850,756)**	**(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			4/30/2023	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		23,070	10,542
Net Capital		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
Total Federal Government Grants		43,454	1,991,250	(1,947,796)	2.18%	23,070	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	389,953	704,836	285,000	419,836	247.31%	290,118	290,118
Total Direct	389,953	704,836	285,000	(419,836)	247.31%	290,118	290,118
Indirect		13,000	13,000		100.00%		
Total Operating - Categorical	389,953	717,836	298,000	419,836	240.88%	290,118	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)	108,756	1,023,914	2,110,625	(1,086,711)	48.51%	242,002	932,718
Total Capital		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
Total State Government Grants	498,709	2,030,480	2,408,625	(378,145)	84.30%	532,120	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		124,485	212,295	(87,810)	58.64%	70,130	88,195
Spalding County Contribution			99,150	(99,150)			69,689
Spalding County Contribution	62,566	6,379,930	55,313	6,324,617	11,534.23%		
City of Griffin Contribution							(175,575)
Total Local Government Unit Grants	62,566	6,535,440	911,265	(5,624,175)	717.18%	101,155	146,883
Transportation Special purpose local option sales and use taxes	371,587	3,818,886	3,727,500	91,386	102.45%	3,721,307	4,479,412
Total Intergovernmental revenue	932,862	12,428,260	12,964,182	(535,922)	95.87%	4,377,652	7,328,900
Intergovernmental - Exp	(71,651)	(364,289)	(625,054)	260,765	58.28%	(388,148)	(477,254)
Total Intergovernmental - net	861,211	12,063,971	12,339,128	(275,157)	97.77%	3,989,504	6,851,646
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Bank Account Interest	109,716	1,021,721		1,021,721		634,565	825,264
Bank Account Interest	35,571	434,227		434,227		346,500	437,091
Dividends	138,096	1,278,014		1,278,014		664,216	869,675
P-Card Rebate Program		6,413		6,413		8,942	8,942
Unrealized Gain/Loss on Investments	(449,194)	270,341		270,341		(33,567)	(286,776)
Total Interest/Investment Income	(165,584)	3,012,985		3,012,985		1,622,925	1,856,918
Principal	(23,824)	(261,253)	(373,991)	112,738	69.86%	(225,022)	(2,103,980)
Interest Expense	(53,806)	(1,528,073)	(1,502,091)	(25,982)	101.73%	(4,338,888)	(2,103,848)
Total principal and interest expense	(77,630)	(1,789,326)	(1,876,082)	86,756	95.38%	(4,563,910)	(4,207,828)
Contributions and donations							
Contributions & Donations	10,500	89,596	15,000	74,596	597.31%	10,206	23,038

INTERIM STATEMENTS by Fund
All Funds: City-Wide
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	10,500	109,596	15,000	94,596	730.64%	35,206	48,038
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	18,453	180,548		180,548		180,303	218,429
GMA Lease Proceeds	1,240,723	1,240,723	1,882,867	(642,144)	65.90%	1,283,220	522,750
Total gain (loss) on sale of capital assets	1,259,176	1,421,271	1,882,867	(461,596)	75.48%	1,463,523	741,179
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,887,673**	**14,818,497**	**12,360,913**	**2,457,584**	**119.88%**	**2,547,248**	**5,289,953**
INCOME (LOSS) BEFORE TRANSFERS	**544,317**	**25,765,229**	**(19,904,266)**	**45,669,495**	**(129.45%)**	**696,492**	**2,378,368**
TRANSFERS							
Transfers - in	1,896,133	11,428,706	15,949,348	(4,520,642)	71.66%	9,836,579	13,583,211
Transfers - out	(1,896,133)	(11,428,706)	(15,949,348)	4,520,642	71.66%	(9,836,579)	(13,863,211)
TOTAL TRANSFERS - NET							**(280,000)**
CHANGE IN NET POSITION	**$544,317**	**$25,765,229**	**($19,904,266)**	**$45,669,495**	**(129.45%)**	**$696,492**	**$2,098,368**
CONTROL TOTALS							
Total Revenues	$13,905,229	$142,495,524	$166,215,610	($23,720,086)	85.73%	$122,573,906	$156,861,134
Total Expenditures	13,360,916	116,730,298	186,119,878	69,389,580	62.72%	121,877,413	154,762,761
Revenues less expenditures	544,313	25,765,226	(19,904,268)	(45,669,494)	(129.45%)	696,493	2,098,373
Difference	$4	$3	$2	($1)	150.00%	($1)	($5)

	FISCAL YEAR 2024			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$91,148	$5,157,235	$5,205,585	($48,350)	99.07%	$5,213,922	$5,264,942
Public utility	9,929	37,378	20,480	16,898	182.51%	21,040	44,838
Real property - prior year	10,394	114,765	191,280	(76,515)	60.00%	196,858	218,452
Motor vehicle	1,752	20,689	23,090	(2,401)	89.60%	25,064	28,951
Intangible	8,381	48,910	50,000	(1,090)	97.82%	39,930	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)	2,331	20,809	10,675	10,134	194.93%	12,734	16,943
Total Taxes	123,935	5,407,158	5,513,610	106,452	98.07%	5,516,787	5,626,596
Motor vehicle title ad valorem tax fee	64,650	607,483	750,000	(142,517)	81.00%	606,990	740,090
Alternative ad valorem tax (AAVT)		4,365		4,365			
Franchise taxes:							
Electric		64,784	75,000	(10,216)	86.38%	82,718	82,718
Gas		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	303	9,639	25,000	(15,361)	38.56%	17,008	26,998
Payment In Lieu of Tax GHA	6,777	15,511	25,000	(9,489)	62.04%	15,585	15,585
Video		11,443	20,000	(8,557)	57.22%	9,893	17,483
Total Franchise taxes	7,080	432,962	545,000	(112,038)	79.44%	373,159	539,339
Total Taxes and Franchise taxes	195,665	6,451,968	6,808,610	356,642	94.76%	6,496,936	6,906,025
Local option sales and use taxes	470,825	4,722,889	5,300,000	(577,111)	89.11%	4,632,004	5,574,715
Hotel/Motel	11,079	111,554	132,000	(20,446)	84.51%	117,506	143,939
Alcoholic beverage excise	49,743	511,132	684,000	(172,868)	74.73%	484,355	593,829
Total selective sales and use taxes	60,822	622,686	816,000	(193,314)	76.31%	601,861	737,768
Business taxes:							
Business and occupation taxes	7,450	457,447	430,000	27,447	106.38%	439,270	458,554
Insurance premium taxes		2,084,942	1,955,000	129,942	106.65%	1,937,372	1,937,372
Financial institutions taxes	42,679	129,123	115,000	14,123	112.28%	108,843	108,843
Total business taxes	50,129	2,671,512	2,500,000	171,512	106.86%	2,485,485	2,504,769
Penalties and interest on deliquent taxes							
Real	5,624	45,379	55,000	(9,621)	82.51%	79,709	103,021
Business	734	3,420	3,000	420	114.00%	3,627	4,926
Total penalties and interest on deliquent taxes	6,358	48,799	58,000	(9,201)	84.14%	83,336	107,947
TOTAL TAXES	**783,799**	**14,517,854**	**15,482,610**	**(964,756)**	**93.77%**	**14,299,622**	**15,831,224**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	600	56,025	62,000	(5,975)	90.36%	58,225	58,275
Wine	500	54,925	60,000	(5,075)	91.54%	57,225	57,275
Liquor	3,000	100,500	120,000	(19,500)	83.75%	115,450	115,450
Total alcoholic beverage licenses	4,100	211,450	242,000	(30,550)	87.38%	230,900	231,000
General business licenses:							
Insurance	150	33,788	35,000	(1,212)	96.54%	35,138	35,738
Total general business licenses	150	33,788	35,000	(1,212)	96.54%	35,138	35,738
Total Business licenses	4,250	245,238	277,000	(31,762)	88.53%	266,038	266,738
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	650	4,088	12,000	(7,912)	34.07%	8,850	17,250
House moving permit			500	(500)			
Sign permits	520	11,260	12,500	(1,240)	90.08%	11,875	13,690
Other permits		300	1,500	(1,200)	20.00%	500	500
Catering	225	2,275	3,200	(925)	71.09%	2,925	3,600

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total building and sign permits	1,395	17,923	29,700	(11,777)	60.35%	24,150	35,040
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	5,450	54,470	41,500	12,970	131.25%	41,585	55,185
Building	36,984	248,434	250,000	(1,566)	99.37%	250,101	357,022
Plumbing	4,578	18,711	20,000	(1,289)	93.56%	18,991	25,330
Electrical	5,578	35,030	40,000	(4,970)	87.58%	38,325	52,594
Gas		5,836	2,000	3,836	291.80%	700	1,030
Mechanical	3,947	15,281	20,000	(4,719)	76.41%	16,916	22,698
Total building structures and equipment permits	56,537	377,762	373,500	(4,262)	101.14%	366,618	513,859
Total non-business licenses and permits	57,932	395,685	403,200	(7,515)	98.14%	390,768	548,899
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	277	1,019		1,019		1,132	1,635
Total penalties and interest on deliquent licenses and permits	277	1,019		1,019		1,132	1,635
TOTAL LICENSES AND PERMITS	**62,459**	**641,942**	**680,200**	**(38,258)**	**94.38%**	**657,938**	**817,272**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	15,005	81,166	72,000	9,166	112.73%	73,580	107,931
Fees - demolition recovery	281	13,657	35,000	(21,343)	39.02%	62,646	70,652
Fees - zoning applications	350	3,952	5,000	(1,048)	79.04%	5,205	6,505
Fees - reimbursements		3,400	25,000	(21,600)	13.60%	2,768	2,768
Information technology fees	300	3,000		3,000		3,000	3,600
Indirect cost allocation	561,747	5,617,473	6,801,802	(1,184,329)	82.59%	5,223,397	6,271,225
IT equipment cost allocation						972,593	1,167,112
GIS cost allocation	27,856	250,704	334,273	(83,569)	75.00%		
Publication Sales						340	340
Business occupation tax admin fee	1,800	76,540	65,000	11,540	117.75%	58,120	63,910
Total general government	607,339	6,049,892	7,338,075	1,288,183	82.45%	6,401,649	7,694,043
Public safety - fire inspections	650	6,626	3,000	3,626	220.87%	2,801	4,801
Public safety - prisoner housing fees	4,689	62,295	80,000	(17,705)	77.87%	87,962	99,539
Utilities / enterprise charges and fees							
Sale of Recycled Materials		279		279		5,312	6,138
Total utilities / enterprise charges and fees		279		279		5,312	6,138
Other fees							
Credit Card Fees	919	(54,867)		(54,867)		(24,081)	21,225
Total other fees	919	(54,867)		(54,867)		(24,081)	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	16,450	88,360		88,360		65,450	103,200
Cemetery Fees	3,400	129,060	150,000	(20,940)	86.04%	145,320	162,500
Niche Engraving		350		350		200	200
Internment Fees	450	17,850	30,000	(12,150)	59.50%	22,050	24,750
Monument Fees	700	8,100	10,000	(1,900)	81.00%	7,000	8,400
Returned Check Fees		180		180		90	90

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total other charges for services	21,000	244,500	190,000	54,500	128.68%	240,110	299,140
TOTAL CHARGES FOR SERVICES	**634,597**	**6,308,725**	**7,611,075**	**(1,302,350)**	**82.89%**	**6,716,178**	**8,127,311**
FINES AND FORFEITURES							
Court							
Police Revenue	971	21,492	15,000	6,492	143.28%	10,590	12,750
Traffic Fines	49,667	572,446	950,000	(377,554)	60.26%	937,226	1,053,624
Fine Surcharge - Technology - Court	1,394	16,956	25,000	(8,044)	67.82%	29,292	32,341
School Zone Speed Safety Program	9,775	89,976	500,025	(410,049)	17.99%	524,720	608,790
Total court revenues and fines	61,807	700,870	1,490,025	(789,155)	47.04%	1,501,828	1,707,505
Bond confiscations							
Confiscations						27,455	27,455
Total Bond Confiscations						27,455	27,455
Confiscations							
State Confiscations						999	999
Federal Confiscations						43,131	25,028
Total state and federal confiscations						44,130	26,027
National Opioid Settlement Payments		71,909		71,909		65,318	65,941
TOTAL FINES AND FORFEITURES	**61,807**	**772,779**	**1,490,025**	**(717,246)**	**51.86%**	**1,638,731**	**1,826,928**
RENTS AND ROYALTIES							
Property Rental	12,723	117,228	158,000	(40,772)	74.19%	147,998	172,462
Third-party Sales		360		360		450	450
Ground Leases	1,540	15,400	76,000	(60,600)	20.26%	64,135	76,962
Settlements from Insurance Claims		477		477		5,920	8,525
Settlements from Insurance Claims	7,902	80,804	71,643	9,161	112.79%	64,728	84,502
Cash Over/Short	(30)					20	20
Misc Revenue	1,261	15,992	10,000	5,992	159.92%	30,769	115,440
TOTAL RENTS AND ROYALTIES	**23,396**	**230,261**	**315,643**	**(85,382)**	**72.95%**	**314,020**	**458,361**
TOTAL OPERATING REVENUE	**1,566,058**	**22,471,561**	**25,579,553**	**(3,107,992)**	**87.85%**	**23,626,489**	**27,061,096**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,059,194	11,309,350	14,214,009	2,904,659	79.56%	10,518,996	13,014,743
Employee Benefits	299,194	3,466,358	6,892,162	3,425,804	50.29%	5,241,020	5,934,764
Allocated Payroll Costs	(23,452)	(234,518)	(281,422)	(46,904)	83.33%	(179,387)	(215,265)
Total Personal Services and Employee Benefits	1,334,936	14,541,190	20,824,749	6,283,559	69.83%	15,580,629	18,734,242
Purchased or Contracted Services	437,002	6,614,382	6,391,003	(223,379)	103.50%	10,484,509	14,998,438
Utilities:							
Water/Sewerage	6,848	43,000	79,270	36,270	54.24%	49,149	58,541
Natural Gas	1,871	21,218	24,600	3,382	86.25%	22,819	26,261
Electricity	91,619	484,774	616,046	131,272	78.69%	450,870	542,900
Propane	15	2,088	5,450	3,362	38.31%	1,233	1,257
Gasoline	61,065	394,261	811,572	417,311	48.58%	413,808	540,795
Stormwater	137,687	684,465	884,840	200,375	77.35%	648,683	785,401
Customer Service Fee	297	1,467	2,039	572	71.95%	1,749	2,090
Total Utilities	299,402	1,631,273	2,423,817	792,544	67.30%	1,588,311	1,957,245
Supplies	81,390	1,103,383	2,122,706	1,019,323	51.98%	1,468,351	1,738,670
Capital Outlay:							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Property (Land and Buildings)	1,618,280	3,853,409	16,783,537	12,930,128	22.96%	2,257,831	3,804,991
Machinery and Equipment	70,310	1,360,209	2,768,260	1,408,051	49.14%	1,357,451	1,752,462
Total Capital Outlay	1,688,590	5,213,618	19,551,797	14,338,179	26.67%	3,615,282	5,557,453
Inter-Departmental Charges	308,285	3,965,545	4,025,290	59,745	98.52%	3,291,545	4,001,909
Miscellaneous		46,612	807,657	761,045	5.77%	40,548	40,548
TOTAL OPERATING EXPENSE	**4,149,605**	**33,116,003**	**56,147,019**	**23,031,016**	**58.98%**	**36,069,175**	**47,028,505**
OPERATING INCOME (LOSS)	**(2,583,547)**	**(10,644,442)**	**(30,567,466)**	**19,923,024**	**34.82%**	**(12,442,686)**	**(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	389,953	704,836	285,000	419,836	247.31%	290,118	290,118
Total Direct	389,953	704,836	285,000	(419,836)	247.31%	290,118	290,118
Total Operating - Categorical	389,953	704,836	285,000	419,836	247.31%	290,118	290,118
Indirect		288,730		288,730			
Direct (CDBG Grant Proceeds)	108,756	1,000,000	2,000,000	(1,000,000)	50.00%	124,972	814,014
Total State Government Grants	498,709	1,993,566	2,285,000	(291,434)	87.25%	415,090	1,104,132
Local Government Unit Grants							
FEMA/State Disaster Grant							9,768
Board of Education - RESA		124,485	212,295	(87,810)	58.64%	70,130	88,195
Spalding County Contribution			99,150	(99,150)			69,689
Spalding County Contribution	62,566	6,379,930		6,379,930			
Total Local Government Unit Grants	62,566	6,504,415	311,445	(6,192,970)	2,088.46%	70,130	167,652
Transportation Special purpose local option sales and use taxes	371,587	3,818,886	3,727,500	91,386	102.45%	3,721,307	4,479,412
Total Intergovernmental revenue	932,862	12,351,491	10,249,487	2,102,004	120.51%	4,206,527	7,171,258
Intergovernmental - Exp	(44,352)	(298,580)	(389,054)	90,474	76.75%	(279,347)	(319,475)
Total Intergovernmental - net	888,510	12,052,911	9,860,433	2,192,478	122.24%	3,927,180	6,851,783
Interest Income							
Bank Account Interest	108,836	1,005,944		1,005,944		626,566	815,058
Bank Account Interest	4,167	41,175		41,175		36,770	46,313
Dividends	11,899	83,381		83,381		68,987	77,973
Unrealized Gain/Loss on Investments	(132,496)	148,354		148,354		225,309	322,557
Total Interest/Investment Income	(7,594)	1,278,854		1,278,854		957,632	1,261,901
Principal	(17,733)	(201,150)	(297,800)	96,650	67.55%	(179,402)	(2,103,980)
Interest Expense	(2,004)	(50,870)	(67,090)	16,220	75.82%	(53,753)	(96,449)
Total principal and interest expense	(19,737)	(252,020)	(364,890)	112,870	69.07%	(233,155)	(2,200,429)

INTERIM STATEMENTS by Fund
Governmental Funds
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Contributions and donations							
Contributions & Donations	500	45,754	15,000	30,754	305.03%		50
Contributed Capital						5,000	5,000
GMA Safety Grant		11,463		11,463		7,203	7,203
Total contributions and donations	500	57,217	15,000	42,217	381.45%	12,203	12,253
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	11,913	100,105		100,105		128,423	166,549
GMA Lease Proceeds			642,144	(642,144)		454,720	522,750
Total gain (loss) on sale of capital assets	11,913	100,105	642,144	(542,039)	15.59%	583,143	689,299
TOTAL NON-OPERATING INCOME (EXPENSE)	**873,592**	**13,237,067**	**10,152,687**	**3,084,380**	**130.38%**	**5,247,003**	**6,614,807**
INCOME (LOSS) BEFORE TRANSFERS	**(1,709,955)**	**2,592,625**	**(20,414,779)**	**23,007,404**	**(12.70%)**	**(7,195,683)**	**(13,352,602)**
TRANSFERS							
Transfers - in	1,896,133	11,428,706	13,673,172	(2,244,466)	83.58%	9,836,579	11,980,953
Transfers - out	(711,068)	(767,585)	(2,546,123)	1,778,538	30.15%	(266,097)	(2,503,917)
TOTAL TRANSFERS - NET	**1,185,065**	**10,661,121**	**11,127,049**	**(465,928)**	**95.81%**	**9,570,482**	**9,477,036**
CHANGE IN NET POSITION	**($524,890)**	**$13,253,746**	**($9,287,730)**	**$22,541,476**	**(142.70%)**	**$2,374,799**	**($3,875,566)**
CONTROL TOTALS							
Total Revenues	$4,399,876	$47,687,933	$50,159,355	($2,471,422)	95.07%	$39,222,571	$48,176,763
Total Expenditures	4,924,762	34,434,186	59,447,084	25,012,898	57.92%	36,847,775	52,052,326
Revenues less expenditures	(524,886)	13,253,747	(9,287,729)	(22,541,476)	(142.70%)	2,374,796	(3,875,563)
Difference	($4)	($1)	($1)		100.00%	$3	($3)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$75,270	$4,386,728	$4,563,085	($176,357)	96.14%	$4,584,385	$4,613,031
Public utility	9,929	37,378	20,480	16,898	182.51%	21,040	44,838
Real property - prior year	10,394	114,765	191,280	(76,515)	60.00%	196,858	218,452
Motor vehicle	1,752	20,689	23,090	(2,401)	89.60%	25,064	28,951
Intangible	8,381	48,910	50,000	(1,090)	97.82%	39,930	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)	2,331	20,809	10,675	10,134	194.93%	12,734	16,943
Total Taxes	108,057	4,636,651	4,871,110	234,459	95.19%	4,887,250	4,974,685
Motor vehicle title ad valorem tax fee	64,650	607,483	750,000	(142,517)	81.00%	606,990	740,090
Alternative ad valorem tax (AAVT)		4,365		4,365			
Franchise taxes:							
Electric		64,784	75,000	(10,216)	86.38%	82,718	82,718
Gas		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	303	9,639	25,000	(15,361)	38.56%	17,008	26,998
Payment In Lieu of Tax GHA	6,777	15,511	25,000	(9,489)	62.04%	15,585	15,585
Video		11,443	20,000	(8,557)	57.22%	9,893	17,483
Total Franchise taxes	7,080	432,962	545,000	(112,038)	79.44%	373,159	539,339
Total Taxes and Franchise taxes	179,787	5,681,461	6,166,110	484,649	92.14%	5,867,399	6,254,114
Local option sales and use taxes	470,825	4,722,889	5,300,000	(577,111)	89.11%	4,632,004	5,574,715
Alcoholic beverage excise	49,743	511,132	684,000	(172,868)	74.73%	484,355	593,829
Total selective sales and use taxes	49,743	511,132	684,000	(172,868)	74.73%	484,355	593,829
Business taxes:							
Business and occupation taxes	7,450	457,447	430,000	27,447	106.38%	439,270	458,554
Insurance premium taxes		2,084,942	1,955,000	129,942	106.65%	1,937,372	1,937,372
Financial institutions taxes	42,679	129,123	115,000	14,123	112.28%	108,843	108,843
Total business taxes	50,129	2,671,512	2,500,000	171,512	106.86%	2,485,485	2,504,769
Penalties and interest on deliquent taxes							
Real	5,624	45,379	55,000	(9,621)	82.51%	79,709	103,021
Business	734	3,420	3,000	420	114.00%	3,627	4,926
Total penalties and interest on deliquent taxes	6,358	48,799	58,000	(9,201)	84.14%	83,336	107,947
TOTAL TAXES	**756,842**	**13,635,793**	**14,708,110**	**(1,072,317)**	**92.71%**	**13,552,579**	**15,035,374**
LICENSE AND PERMITS							
Business licenses:							
Alcoholic beverages:							
Beer	600	56,025	62,000	(5,975)	90.36%	58,225	58,275
Wine	500	54,925	60,000	(5,075)	91.54%	57,225	57,275
Liquor	3,000	100,500	120,000	(19,500)	83.75%	115,450	115,450
Total alcoholic beverage licenses	4,100	211,450	242,000	(30,550)	87.38%	230,900	231,000
General business licenses:							
Insurance	150	33,788	35,000	(1,212)	96.54%	35,138	35,738
Total general business licenses	150	33,788	35,000	(1,212)	96.54%	35,138	35,738
Total Business licenses	4,250	245,238	277,000	(31,762)	88.53%	266,038	266,738
Non-business licenses and permits:							
Building and signs:							
Zoning and land use permits	650	4,088	12,000	(7,912)	34.07%	8,850	17,250
House moving permit			500	(500)			
Sign permits	520	11,260	12,500	(1,240)	90.08%	11,875	13,690
Other permits		300	1,500	(1,200)	20.00%	500	500
Catering	225	2,275	3,200	(925)	71.09%	2,925	3,600
Total building and sign permits	1,395	17,923	29,700	(11,777)	60.35%	24,150	35,040

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Regulatory fees (permits):							
Building structures and equipment permits:							
Protective	5,450	54,470	41,500	12,970	131.25%	41,585	55,185
Building	36,984	248,434	250,000	(1,566)	99.37%	250,101	357,022
Plumbing	4,578	18,711	20,000	(1,289)	93.56%	18,991	25,330
Electrical	5,578	35,030	40,000	(4,970)	87.58%	38,325	52,594
Gas		5,836	2,000	3,836	291.80%	700	1,030
Mechanical	3,947	15,281	20,000	(4,719)	76.41%	16,916	22,698
Total building structures and equipment permits	56,537	377,762	373,500	(4,262)	101.14%	366,618	513,859
Total non-business licenses and permits	57,932	395,685	403,200	(7,515)	98.14%	390,768	548,899
Penalties and interest on deliquent licenses and permits							
Interest on business licenses	277	1,019		1,019		1,132	1,635
Total penalties and interest on deliquent licenses and permits	277	1,019		1,019		1,132	1,635
TOTAL LICENSES AND PERMITS	**62,459**	**641,942**	**680,200**	**(38,258)**	**94.38%**	**657,938**	**817,272**
CHARGES FOR SERVICES							
General government:							
Fees - plan reviews	15,005	81,166	72,000	9,166	112.73%	73,580	107,931
Fees - demolition recovery	281	13,657	35,000	(21,343)	39.02%	62,646	70,652
Fees - zoning applications	350	3,952	5,000	(1,048)	79.04%	5,205	6,505
Fees - reimbursements		3,400	25,000	(21,600)	13.60%	2,768	2,768
Information technology fees	300	3,000		3,000		3,000	3,600
Indirect cost allocation	561,747	5,617,473	6,801,802	(1,184,329)	82.59%	5,223,397	6,271,225
IT equipment cost allocation						972,593	1,167,112
GIS cost allocation	27,856	250,704	334,273	(83,569)	75.00%		
Publication Sales						340	340
Business occupation tax admin fee	1,800	76,540	65,000	11,540	117.75%	58,120	63,910
Total general government	607,339	6,049,892	7,338,075	1,288,183	82.45%	6,401,649	7,694,043
Public safety - fire inspections	650	6,626	3,000	3,626	220.87%	2,801	4,801
Public safety - prisoner housing fees	4,689	62,295	80,000	(17,705)	77.87%	87,962	99,539
Utilities / enterprise charges and fees							
Sale of Recycled Materials		279		279		5,312	6,138
Total utilities / enterprise charges and fees		279		279		5,312	6,138
Other fees							
Credit Card Fees	919	(54,867)		(54,867)		(24,081)	21,225
Total other fees	919	(54,867)		(54,867)		(24,081)	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	3,400	129,060	150,000	(20,940)	86.04%	145,320	162,500
Internment Fees	450	17,850	30,000	(12,150)	59.50%	22,050	24,750
Monument Fees	700	8,100	10,000	(1,900)	81.00%	7,000	8,400
Returned Check Fees		180		180		90	90
Total other charges for services	4,550	155,190	190,000	(34,810)	81.68%	174,460	195,740
TOTAL CHARGES FOR SERVICES	**618,147**	**6,219,415**	**7,611,075**	**(1,391,660)**	**81.72%**	**6,650,528**	**8,023,911**

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Police Revenue	971	21,492	15,000	6,492	143.28%	10,590	12,750
Traffic Fines	49,667	572,446	950,000	(377,554)	60.26%	937,226	1,053,624
School Zone Speed Safety Program	9,775	89,976	500,025	(410,049)	17.99%	524,720	608,790
Total court revenues and fines	60,413	683,914	1,465,025	(781,111)	46.68%	1,472,536	1,675,164
TOTAL FINES AND FORFEITURES	**60,413**	**683,914**	**1,465,025**	**(781,111)**	**46.68%**	**1,472,536**	**1,675,164**
RENTS AND ROYALTIES							
Property Rental	12,723	117,228	158,000	(40,772)	74.19%	147,998	172,462
Ground Leases	1,540	15,400	76,000	(60,600)	20.26%	64,135	76,962
Settlements from Insurance Claims		477		477		5,920	8,525
Settlements from Insurance Claims	7,902	80,804	71,643	9,161	112.79%	64,728	84,502
Cash Over/Short	(30)					20	20
Misc Revenue	1,261	15,992	10,000	5,992	159.92%	20,569	42,074
TOTAL RENTS AND ROYALTIES	**23,396**	**229,901**	**315,643**	**(85,742)**	**72.84%**	**303,370**	**384,545**
TOTAL OPERATING REVENUE	**1,521,257**	**21,410,965**	**24,780,053**	**(3,369,088)**	**86.40%**	**22,636,951**	**25,936,266**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	1,059,194	11,281,511	14,214,009	2,932,498	79.37%	9,769,002	12,248,152
Employee Benefits	299,194	3,458,226	6,892,162	3,433,936	50.18%	5,201,899	5,892,921
Allocated Payroll Costs	(23,452)	(234,518)	(281,422)	(46,904)	83.33%	(179,387)	(215,265)
Total Personal Services and Employee Benefits	1,334,936	14,505,219	20,824,749	6,319,530	69.65%	14,791,514	17,925,808
Purchased or Contracted Services	379,901	4,034,961	5,723,972	1,689,011	70.49%	3,504,265	4,831,262
Utilities:							
Water/Sewerage	6,848	43,000	79,270	36,270	54.24%	49,149	58,541
Natural Gas	1,871	21,218	24,600	3,382	86.25%	22,819	26,261
Electricity	91,619	484,774	616,046	131,272	78.69%	450,870	542,900
Propane	15	2,088	5,450	3,362	38.31%	1,233	1,257
Gasoline	61,065	394,261	811,572	417,311	48.58%	413,758	540,745
Stormwater	137,687	684,465	884,840	200,375	77.35%	648,683	785,401
Customer Service Fee	297	1,467	2,039	572	71.95%	1,749	2,090
Total Utilities	299,402	1,631,273	2,423,817	792,544	67.30%	1,588,261	1,957,195
Supplies	81,390	1,067,742	2,060,465	992,723	51.82%	1,280,219	1,563,172
Capital Outlay:							
Property (Land and Buildings)	2,435	190,982	227,697	36,715	83.88%	7,200	7,200
Machinery and Equipment	4,095	953,002	1,959,961	1,006,959	48.62%	1,241,579	1,400,589
Total Capital Outlay	6,530	1,143,984	2,187,658	1,043,674	52.29%	1,248,779	1,407,789
Inter-Departmental Charges	308,285	3,965,545	4,025,290	59,745	98.52%	3,289,553	3,989,519
Miscellaneous		37,500	732,684	695,184	5.12%	37,500	37,500
TOTAL OPERATING EXPENSE	**2,410,444**	**26,386,224**	**37,978,635**	**11,592,411**	**69.48%**	**25,740,091**	**31,712,245**
OPERATING INCOME (LOSS)	**(889,187)**	**(4,975,259)**	**(13,198,582)**	**8,223,323**	**37.70%**	**(3,103,140)**	**(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							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Operating - Categorical							
Direct							
GA DOT Grant	389,953	704,836	285,000	419,836	247.31%	290,118	290,118
Total Direct	389,953	704,836	285,000	(419,836)	247.31%	290,118	290,118
Total Operating - Categorical	389,953	704,836	285,000	419,836	247.31%	290,118	290,118
Indirect		288,730		288,730			
Total State Government Grants	389,953	993,566	285,000	708,566	348.62%	290,118	290,118
Local Government Unit Grants							
Board of Education - RESA		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		124,485	311,445	186,960	39.97%	70,130	157,884
Total Intergovernmental revenue	389,953	1,118,051	596,445	521,606	187.45%	360,248	466,811
Intergovernmental - Exp	(39,505)	(248,365)	(331,304)	82,939	74.97%	(223,592)	(252,156)
Total Intergovernmental - net	350,448	869,686	265,141	604,545	328.01%	136,656	214,655
Interest Income							
Bank Account Interest	108,414	995,229		995,229		615,028	800,194
Bank Account Interest	2,101	21,852		21,852		12,629	12,629
Unrealized Gain/Loss on Investments	(3,965)	(4,065)		(4,065)		(9,166)	(10,708)
Total Interest/Investment Income	106,550	1,013,016		1,013,016		618,491	802,115
Principal	(17,733)	(175,416)	(272,060)	96,644	64.48%	(154,658)	(189,236)
Interest Expense	(2,004)	(21,950)	(38,170)	16,220	57.51%	(23,843)	(28,739)
Total principal and interest expense	(19,737)	(197,366)	(310,230)	112,864	63.62%	(178,501)	(217,975)
Contributions and donations							
Contributions & Donations	500	45,754	15,000	30,754	305.03%		50
GMA Safety Grant		11,463		11,463		7,203	7,203
Total contributions and donations	500	57,217	15,000	42,217	381.45%	7,203	7,253
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	10,000	43,467		43,467		128,423	166,549
GMA Lease Proceeds			642,144	(642,144)		454,720	522,750
Total gain (loss) on sale of capital assets	10,000	43,467	642,144	(598,677)	6.77%	583,143	689,299
TOTAL NON-OPERATING INCOME (EXPENSE)	**447,761**	**1,786,020**	**612,055**	**1,173,965**	**291.81%**	**1,166,992**	**1,495,347**
INCOME (LOSS) BEFORE TRANSFERS	**(441,426)**	**(3,189,239)**	**(12,586,527)**	**9,397,288**	**25.34%**	**(1,936,148)**	**(4,280,632)**
TRANSFERS							
Transfers - in	944,400	9,444,428	11,521,012	(2,076,584)	81.98%	9,096,097	10,676,966
Transfers - out	(704,836)	(704,836)	(2,001,176)	1,296,340	35.22%		(2,142,951)
TOTAL TRANSFERS - NET	**239,564**	**8,739,592**	**9,519,836**	**(780,244)**	**91.80%**	**9,096,097**	**8,534,015**
CHANGE IN NET POSITION	**($201,862)**	**$5,550,353**	**($3,066,691)**	**$8,617,044**	**(180.99%)**	**$7,159,949**	**$4,253,383**
CONTROL TOTALS							
Total Revenues	$2,972,664	$33,087,144	$37,554,654	($4,467,510)	88.10%	$33,302,131	$38,578,713
Total Expenditures	3,174,523	27,536,789	40,621,344	13,084,555	67.79%	26,142,185	34,325,327
Revenues less expenditures	(201,859)	5,550,355	(3,066,690)	(8,617,045)	(180.99%)	7,159,946	4,253,386
Difference	($3)	($2)	($1)	$1	200.00%	$3	($3)

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	4/30/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$15,878	$770,508	$642,500	$128,008	119.92%	$629,538	$651,911
Total Taxes	15,878	770,508	642,500	(128,008)	119.92%	629,538	651,911
Total Taxes and Franchise taxes	15,878	770,508	642,500	(128,008)	119.92%	629,538	651,911
Hotel/Motel	11,079	111,554	132,000	(20,446)	84.51%	117,506	143,939
Total selective sales and use taxes	11,079	111,554	132,000	(20,446)	84.51%	117,506	143,939
TOTAL TAXES	**26,957**	**882,062**	**774,500**	**107,562**	**113.89%**	**747,044**	**795,850**
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	1,394	16,956	25,000	(8,044)	67.82%	29,292	32,341
Total court revenues and fines	1,394	16,956	25,000	(8,044)	67.82%	29,292	32,341
Bond confiscations							
Confiscations						27,455	27,455
Total Bond Confiscations						27,455	27,455
Confiscations							
State Confiscations						999	999
Federal Confiscations						43,131	25,028
Total state and federal confiscations						44,130	26,027
National Opioid Settlement Payments		71,909		71,909		65,318	65,941
TOTAL FINES AND FORFEITURES	**1,394**	**88,865**	**25,000**	**63,865**	**355.46%**	**166,195**	**151,764**
RENTS AND ROYALTIES							
Misc Revenue						10,200	10,200
TOTAL RENTS AND ROYALTIES						**10,200**	**10,200**
TOTAL OPERATING REVENUE	**28,351**	**970,927**	**799,500**	**171,427**	**121.44%**	**923,439**	**957,814**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages		27,839		(27,839)		749,994	766,591
Employee Benefits		8,132		(8,132)		39,121	41,843
Total Personal Services and Employee Benefits		35,971		(35,971)		789,115	808,434
Purchased or Contracted Services	57,101	2,578,250	667,031	(1,911,219)	386.53%	6,979,684	10,166,320
Utilities:							
Gasoline						50	50
Total Utilities						50	50
Supplies		35,640	62,241	26,601	57.26%	188,132	172,967
Capital Outlay:							
Property (Land and Buildings)	1,615,845	3,662,427	16,555,840	12,893,413	22.12%	2,250,631	3,797,791
Machinery and Equipment	66,215	407,207	808,298	401,091	50.38%	115,872	351,873
Total Capital Outlay	1,682,060	4,069,634	17,364,138	13,294,504	23.44%	2,366,503	4,149,664
Inter-Departmental Charges						1,992	12,390
Miscellaneous		9,112	74,973	65,861	12.15%	3,048	3,048
TOTAL OPERATING EXPENSE	**1,739,161**	**6,728,607**	**18,168,383**	**11,439,776**	**37.03%**	**10,328,524**	**15,312,873**
OPERATING INCOME (LOSS)	**(1,710,810)**	**(5,757,680)**	**(17,368,883)**	**11,611,203**	**33.15%**	**(9,405,085)**	**(14,355,059)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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)	108,756	1,000,000	2,000,000	(1,000,000)	50.00%	124,972	814,014
Total State Government Grants	108,756	1,000,000	2,000,000	(1,000,000)	50.00%	124,972	814,014
Local Government Unit Grants							
FEMA/State Disaster Grant							9,768
Spalding County Contribution	62,566	6,379,930		6,379,930			
Total Local Government Unit Grants	62,566	6,379,930		(6,379,930)			9,768
Transportation Special purpose local option sales and use taxes	371,587	3,818,886	3,727,500	91,386	102.45%	3,721,307	4,479,412
Total Intergovernmental revenue	542,909	11,233,440	9,653,042	1,580,398	116.37%	3,846,279	6,704,447
Intergovernmental - Exp	(4,847)	(50,215)	(57,750)	7,535	86.95%	(55,755)	(67,320)
Total Intergovernmental - net	538,062	11,183,225	9,595,292	1,587,933	116.55%	3,790,524	6,637,127
Interest Income							
Bank Account Interest	15	144		144		49	77
Total Interest/Investment Income	15	144		144		49	77
Principal		(25,734)	(25,740)	6	99.98%	(24,744)	(1,914,744)
Interest Expense		(28,920)	(28,920)		100.00%	(29,910)	(67,710)
Total principal and interest expense		(54,654)	(54,660)	6	99.99%	(54,654)	(1,982,454)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	1,913	56,638		56,638			
Total gain (loss) on sale of capital assets	1,913	56,638		56,638			
TOTAL NON-OPERATING INCOME (EXPENSE)	**539,990**	**11,185,353**	**9,540,632**	**1,644,721**	**117.24%**	**3,735,919**	**4,654,750**
INCOME (LOSS) BEFORE TRANSFERS	**(1,170,820)**	**5,427,673**	**(7,828,251)**	**13,255,924**	**(69.33%)**	**(5,669,166)**	**(9,700,309)**
TRANSFERS							
Transfers - in	951,733	1,984,278	2,152,160	(167,882)	92.20%	740,482	1,303,988
Transfers - out	(6,232)	(62,749)	(544,947)	482,198	11.51%	(66,097)	(80,966)
TOTAL TRANSFERS - NET	**945,501**	**1,921,529**	**1,607,213**	**314,316**	**119.56%**	**674,385**	**1,223,022**
CHANGE IN NET POSITION	**($225,319)**	**$7,349,202**	**($6,221,038)**	**$13,570,240**	**(118.13%)**	**($4,994,781)**	**($8,477,287)**
CONTROL TOTALS							
Total Revenues	$1,524,921	$14,245,425	$12,604,702	$1,640,723	113.02%	$5,510,247	$8,966,325
Total Expenditures	1,750,239	6,896,225	18,825,740	11,929,515	36.63%	10,505,031	17,443,612
Revenues less expenditures	(225,318)	7,349,200	(6,221,038)	(13,570,238)	(118.13%)	(4,994,784)	(8,477,287)
Difference	($1)	$2		($2)	0.00%	$3	

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	4/30/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Bond confiscations							
Confiscations						$27,455	$27,455
Total Bond Confiscations						27,455	27,455
Confiscations							
State Confiscations						999	999
Federal Confiscations						43,131	25,028
Total state and federal confiscations						44,130	26,027
TOTAL FINES AND FORFEITURES						**71,585**	**53,482**
TOTAL OPERATING REVENUE						**71,585**	**53,482**
OPERATING EXPENSE							
Purchased or Contracted Services		9,932		(9,932)		112	3,593
Supplies		3,250		(3,250)		44,856	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)**		**48,016**	**51,497**
OPERATING INCOME (LOSS)		**(22,294)**		**(22,294)**		**23,569**	**1,985**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp		(1,410)		(1,410)		(4,346)	(4,346)
Total Intergovernmental - net		(1,410)		(1,410)		(4,346)	(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)		**53,315**		**53,315**		**(4,346)**	**(4,346)**
INCOME (LOSS) BEFORE TRANSFERS		**31,021**		**31,021**		**19,223**	**(2,361)**
CHANGE IN NET POSITION		**$31,021**		**$31,021**	**0.00%**	**$19,223**	**($2,361)**
CONTROL TOTALS							
Total Revenues		$54,725		$54,725	0.00%	$71,584	$53,482
Total Expenditures		23,704		(23,704)	0.00%	52,362	55,842
Revenues less expenditures		31,021		(31,021)	0.00%	19,222	(2,360)
Difference					0.00%	$1	($1)

INTERIM STATEMENTS by Fund
213-National Opioid Settlement
For the Ten Months Ending Tuesday, April 30, 2024

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

INTERIM STATEMENTS by Fund
220-COPS Hiring Program Grant
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages		$26,492		($26,492)		$79,251	$89,952
Employee Benefits		8,132		(8,132)		39,121	41,843
Total Personal Services and Employee Benefits		34,624		(34,624)		118,372	131,795
TOTAL OPERATING EXPENSE		**34,624**		**(34,624)**		**118,372**	**131,795**
OPERATING INCOME (LOSS)		**(34,624)**		**(34,624)**		**(118,372)**	**(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						**(118,372)**	
CHANGE IN NET POSITION					**0.00%**	**($118,372)**	
CONTROL TOTALS							
Total Revenues		$34,624		$34,624	0.00%		$131,795
Total Expenditures		34,624		(34,624)	0.00%	118,372	131,795
Revenues less expenditures					0.00%	(118,372)	

INTERIM STATEMENTS by Fund
Community Development Block Grants
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$12,400	$75,190	$239,033	$163,843	31.46%	$32,800	$52,940
Capital Outlay:							
Property (Land and Buildings)	114,480	1,625,642	3,512,376	1,886,734	46.28%	763,669	2,110,469
Total Capital Outlay	114,480	1,625,642	3,512,376	1,886,734	46.28%	763,669	2,110,469
TOTAL OPERATING EXPENSE	**126,880**	**1,700,832**	**3,751,409**	**2,050,577**	**45.34%**	**796,469**	**2,163,409**
OPERATING INCOME (LOSS)	**(126,880)**	**(1,700,832)**	**(3,751,409)**	**2,050,577**	**45.34%**	**(796,469)**	**(2,163,409)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)	108,756	1,000,000	2,000,000	(1,000,000)	50.00%	124,972	814,014
Total State Government Grants	108,756	1,000,000	2,000,000	(1,000,000)	50.00%	124,972	814,014
Total Intergovernmental revenue	108,756	1,000,000	2,000,000	(1,000,000)	50.00%	124,972	814,014
Total Intergovernmental - net	108,756	1,000,000	2,000,000	(1,000,000)	50.00%	124,972	814,014
TOTAL NON-OPERATING INCOME (EXPENSE)	**108,756**	**1,000,000**	**2,000,000**	**(1,000,000)**	**50.00%**	**124,972**	**814,014**
INCOME (LOSS) BEFORE TRANSFERS	**(18,124)**	**(700,832)**	**(1,751,409)**	**1,050,577**	**40.02%**	**(671,497)**	**(1,349,395)**
TRANSFERS							
Transfers - in	246,898	1,279,442	2,152,160	(872,718)	59.45%	740,482	1,013,870
TOTAL TRANSFERS - NET	**246,898**	**1,279,442**	**2,152,160**	**(872,718)**	**59.45%**	**740,482**	**1,013,870**
CHANGE IN NET POSITION	**$228,774**	**$578,610**	**$400,751**	**$177,859**	**144.38%**	**$68,985**	**($335,525)**
CONTROL TOTALS							
Total Revenues	$355,653	$2,279,442	$4,152,160	($1,872,718)	54.90%	$865,454	$1,827,884
Total Expenditures	126,880	1,700,832	3,751,410	2,050,578	45.34%	796,469	2,163,409
Revenues less expenditures	228,773	578,610	400,750	(177,860)	144.38%	68,985	(335,525)
Difference	$1		$1	$1	0.00%		

INTERIM STATEMENTS by Fund

232-Community Development Block Grant 2019

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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 Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$9,790	$124,633	$114,843	7.86%	$12,880	$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%**	**31,671**	**1,347,988**
OPERATING INCOME (LOSS)		**(45,981)**	**(139,931)**	**93,950**	**32.86%**	**(31,671)**	**(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%**	**(20,860)**	**(648,134)**
TRANSFERS							
Transfers - in		446,641	540,682	(94,041)	82.61%	22,830	249,444
TOTAL TRANSFERS - NET		**446,641**	**540,682**	**(94,041)**	**82.61%**	**22,830**	**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%	$33,641	$949,297
Total Expenditures		45,981	139,932	93,951	32.86%	31,671	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 Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$8,400	$45,400	$53,400	$8,000	85.02%	$13,770	$25,600
Capital Outlay:							
Property (Land and Buildings)	114,480	1,494,776	1,880,460	385,684	79.49%	69,531	108,325
Total Capital Outlay	114,480	1,494,776	1,880,460	385,684	79.49%	69,531	108,325
TOTAL OPERATING EXPENSE	**122,880**	**1,540,176**	**1,933,860**	**393,684**	**79.64%**	**83,301**	**133,925**
OPERATING INCOME (LOSS)	**(122,880)**	**(1,540,176)**	**(1,933,860)**	**393,684**	**79.64%**	**(83,301)**	**(133,925)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Direct (CDBG Grant Proceeds)	108,756	1,000,000	1,000,000		100.00%		
Total State Government Grants	108,756	1,000,000	1,000,000		100.00%		
Total Intergovernmental revenue	108,756	1,000,000	1,000,000		100.00%		
Total Intergovernmental - net	108,756	1,000,000	1,000,000		100.00%		
TOTAL NON-OPERATING INCOME (EXPENSE)	**108,756**	**1,000,000**	**1,000,000**		**100.00%**		
INCOME (LOSS) BEFORE TRANSFERS	**(14,124)**	**(540,176)**	**(933,860)**	**393,684**	**57.84%**	**(83,301)**	**(133,925)**
TRANSFERS							
Transfers - in	231,148	702,376	933,860	(231,484)	75.21%	83,301	130,075
TOTAL TRANSFERS - NET	**231,148**	**702,376**	**933,860**	**(231,484)**	**75.21%**	**83,301**	**130,075**
CHANGE IN NET POSITION	**$217,024**	**$162,200**		**$162,200**	**0.00%**		**($3,850)**
CONTROL TOTALS							
Total Revenues	$339,903	$1,702,376	$1,933,860	($231,484)	88.03%	$83,301	$130,075
Total Expenditures	122,880	1,540,176	1,933,860	393,684	79.64%	83,301	133,925
Revenues less expenditures	217,023	162,200		(162,200)	0.00%		(3,850)
Difference	$1				0.00%		

INTERIM STATEMENTS by Fund
236-Community Development Block Grant 2023
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services	$4,000	$20,000	$61,000	$41,000	32.79%		
Capital Outlay:							
Property (Land and Buildings)		94,675	1,616,618	1,521,943	5.86%		
Total Capital Outlay		94,675	1,616,618	1,521,943	5.86%		
TOTAL OPERATING EXPENSE	**4,000**	**114,675**	**1,677,618**	**1,562,943**	**6.84%**		
OPERATING INCOME (LOSS)	**(4,000)**	**(114,675)**	**(1,677,618)**	**1,562,943**	**6.84%**		
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	**(4,000)**	**(114,675)**	**(677,618)**	**562,943**	**16.92%**		
TRANSFERS							
Transfers - in	15,750	130,425	677,618	(547,193)	19.25%		
TOTAL TRANSFERS - NET	**15,750**	**130,425**	**677,618**	**(547,193)**	**19.25%**		
CHANGE IN NET POSITION	**$11,750**	**$15,750**		**$15,750**	**0.00%**		
CONTROL TOTALS							
Total Revenues	$15,750	$130,425	$1,677,618	($1,547,193)	7.77%		
Total Expenditures	4,000	114,675	1,677,618	1,562,943	6.84%		
Revenues less expenditures	11,750	15,750		(15,750)	0.00%		

INTERIM STATEMENTS by Fund

234-ARPA American Rescue Plan Act

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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)	6,870	236,082	3,035,884	2,799,802	7.78%	714,878	758,443
Machinery and Equipment	66,215	407,207	808,298	401,091	50.38%	115,872	312,702
Total Capital Outlay	73,085	643,289	3,844,182	3,200,893	16.73%	830,750	1,071,145
Miscellaneous			74,973	74,973			
TOTAL OPERATING EXPENSE	**73,085**	**643,289**	**3,983,605**	**3,340,316**	**16.15%**	**1,006,190**	**1,269,458**
OPERATING INCOME (LOSS)	**(73,085)**	**(643,289)**	**(3,983,605)**	**3,340,316**	**16.15%**	**(1,006,190)**	**(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	**(73,085)**	**(643,289)**	**(58,063)**	**(585,226)**	**1,107.92%**	**(1,006,190)**	
CHANGE IN NET POSITION	**($73,085)**	**($643,289)**	**($58,063)**	**($585,226)**	**1,107.92%**	**($1,006,190)**	
CONTROL TOTALS							
Total Revenues			$3,925,542	($3,925,542)	0.00%		$1,269,458
Total Expenditures	73,085	643,289	3,983,605	3,340,316	16.15%	1,006,190	1,269,458
Revenues less expenditures	(73,085)	(643,289)	(58,063)	585,226	1,107.92%	(1,006,190)	

INTERIM STATEMENTS by Fund
251-Multiple Grant Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Purchased or Contracted Services		$30		($30)			
TOTAL OPERATING EXPENSE		**30**		**(30)**			
OPERATING INCOME (LOSS)		**(30)**		**(30)**			
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	15	144		144		49	77
Total Interest/Investment Income	15	144		144		49	77
TOTAL NON-OPERATING INCOME (EXPENSE)	**15**	**144**		**144**		**49**	**77**
INCOME (LOSS) BEFORE TRANSFERS	**15**	**114**		**114**		**49**	**77**
CHANGE IN NET POSITION	**$15**	**$114**		**$114**	**0.00%**	**$49**	**$77**
CONTROL TOTALS							
Total Revenues	$15	$144		$144	0.00%	$49	$77
Total Expenditures		30		(30)	0.00%		
Revenues less expenditures	15	114		(114)	0.00%	49	77

INTERIM STATEMENTS by Fund
254-FEMA Grants Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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)		670,743	676,639
Total Personal Services and Employee Benefits		1,347		(1,347)		670,743	676,639
Purchased or Contracted Services	29,025	1,344,365		(1,344,365)		5,326,023	8,453,831
Utilities:							
Gasoline						50	50
Total Utilities						50	50
Supplies		32,121		(32,121)		143,277	162,583
Capital Outlay:							
Property (Land and Buildings)						634,237	672,798
Total Capital Outlay						634,237	672,798
Inter-Departmental Charges							10,000
TOTAL OPERATING EXPENSE	**29,025**	**1,377,833**		**(1,377,833)**		**6,774,330**	**9,975,901**
OPERATING INCOME (LOSS)	**(29,025)**	**(1,377,833)**		**(1,377,833)**		**(6,774,130)**	**(9,975,701)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Local Government Unit Grants							
FEMA/State Disaster Grant							9,768
Spalding County Contribution	62,566	6,379,930		6,379,930			
Total Local Government Unit Grants	62,566	6,379,930		(6,379,930)			9,768
Total Intergovernmental revenue	62,566	6,379,930		6,379,930			9,768
Total Intergovernmental - net	62,566	6,379,930		6,379,930			9,768
TOTAL NON-OPERATING INCOME (EXPENSE)	**62,566**	**6,379,930**		**6,379,930**			**9,768**
INCOME (LOSS) BEFORE TRANSFERS	**33,541**	**5,002,097**		**5,002,097**		**(6,774,130)**	**(9,965,933)**
CHANGE IN NET POSITION	**$33,541**	**$5,002,097**		**$5,002,097**	**0.00%**	**($6,774,130)**	**($9,965,933)**
CONTROL TOTALS							
Total Revenues	$62,566	$6,379,930		$6,379,930	0.00%	$200	$9,968
Total Expenditures	29,025	1,377,832		(1,377,832)	0.00%	6,774,330	9,975,901
Revenues less expenditures	33,541	5,002,098		(5,002,098)	0.00%	(6,774,130)	(9,965,933)
Difference		($1)		$1	0.00%		

INTERIM STATEMENTS by Fund
271-Tax Allocation District (TAD #1)
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$5,921	$281,861	$210,000	$71,861	134.22%	$212,598	$224,686
Total Taxes	5,921	281,861	210,000	(71,861)	134.22%	212,598	224,686
Total Taxes and Franchise taxes	5,921	281,861	210,000	(71,861)	134.22%	212,598	224,686
TOTAL TAXES	**5,921**	**281,861**	**210,000**	**71,861**	**134.22%**	**212,598**	**224,686**
TOTAL OPERATING REVENUE	**5,921**	**281,861**	**210,000**	**71,861**	**134.22%**	**212,598**	**224,686**
OPERATING INCOME (LOSS)	**5,921**	**281,861**	**210,000**	**71,861**	**134.22%**	**212,598**	**224,686**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**5,921**	**281,861**	**210,000**	**71,861**	**134.22%**	**212,598**	**224,686**
TRANSFERS							
Transfers - out			(470,697)	470,697			
TOTAL TRANSFERS - NET			**(470,697)**	**470,697**			
CHANGE IN NET POSITION	**$5,921**	**$281,861**	**($260,697)**	**$542,558**	**(108.12%)**	**$212,598**	**$224,686**
CONTROL TOTALS							
Total Revenues	$5,921	$281,861	$210,000	$71,861	134.22%	$212,598	$224,686
Total Expenditures			470,697	470,697	0.00%		
Revenues less expenditures	5,921	281,861	(260,697)	(542,558)	(108.12%)	212,598	224,686

INTERIM STATEMENTS by Fund

272-Tax Allocation District (TAD #2)

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Real property - current year	$9,957	$488,647	$432,500	$56,147	112.98%	$416,940	$427,225
Total Taxes	9,957	488,647	432,500	(56,147)	112.98%	416,940	427,225
Total Taxes and Franchise taxes	9,957	488,647	432,500	(56,147)	112.98%	416,940	427,225
TOTAL TAXES	**9,957**	**488,647**	**432,500**	**56,147**	**112.98%**	**416,940**	**427,225**
TOTAL OPERATING REVENUE	**9,957**	**488,647**	**432,500**	**56,147**	**112.98%**	**416,940**	**427,225**
OPERATING EXPENSE							
Capital Outlay:							
Property (Land and Buildings)	202,700	202,700	202,700		100.00%		
Total Capital Outlay	202,700	202,700	202,700		100.00%		
TOTAL OPERATING EXPENSE	**202,700**	**202,700**	**202,700**		**100.00%**		
OPERATING INCOME (LOSS)	**(192,743)**	**285,947**	**229,800**	**56,147**	**124.43%**	**416,940**	**427,225**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal		(25,734)	(25,740)	6	99.98%	(24,744)	(24,744)
Interest Expense		(28,920)	(28,920)		100.00%	(29,910)	(29,910)
Total principal and interest expense		(54,654)	(54,660)	6	99.99%	(54,654)	(54,654)
TOTAL NON-OPERATING INCOME (EXPENSE)		**(54,654)**	**(54,660)**	**6**	**99.99%**	**(54,654)**	**(54,654)**
INCOME (LOSS) BEFORE TRANSFERS	**(192,743)**	**231,293**	**175,140**	**56,153**	**132.06%**	**362,286**	**372,571**
CHANGE IN NET POSITION	**($192,743)**	**$231,293**	**$175,140**	**$56,153**	**132.06%**	**$362,286**	**$372,571**
CONTROL TOTALS							
Total Revenues	$9,957	$488,647	$432,500	$56,147	112.98%	$416,940	$427,225
Total Expenditures	202,700	257,354	257,360	6	100.00%	54,654	54,654
Revenues less expenditures	(192,743)	231,293	175,140	(56,153)	132.06%	362,286	372,571

INTERIM STATEMENTS by Fund
275-Hotel / Motel Tax Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
TAXES							
Hotel/Motel	$11,079	$111,554	$132,000	($20,446)	84.51%	$117,506	$143,939
Total selective sales and use taxes	11,079	111,554	132,000	(20,446)	84.51%	117,506	143,939
TOTAL TAXES	**11,079**	**111,554**	**132,000**	**(20,446)**	**84.51%**	**117,506**	**143,939**
TOTAL OPERATING REVENUE	**11,079**	**111,554**	**132,000**	**(20,446)**	**84.51%**	**117,506**	**143,939**
OPERATING INCOME (LOSS)	**11,079**	**111,554**	**132,000**	**(20,446)**	**84.51%**	**117,506**	**143,939**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(4,847)	(48,805)	(57,750)	8,945	84.51%	(51,409)	(62,973)
Total Intergovernmental - net	(4,847)	(48,805)	(57,750)	8,945	84.51%	(51,409)	(62,973)
TOTAL NON-OPERATING INCOME (EXPENSE)	**(4,847)**	**(48,805)**	**(57,750)**	**8,945**	**84.51%**	**(51,409)**	**(62,973)**
INCOME (LOSS) BEFORE TRANSFERS	**6,232**	**62,749**	**74,250**	**(11,501)**	**84.51%**	**66,097**	**80,966**
TRANSFERS							
Transfers - out	(6,232)	(62,749)	(74,250)	11,501	84.51%	(66,097)	(80,966)
TOTAL TRANSFERS - NET	**(6,232)**	**(62,749)**	**(74,250)**	**11,501**	**84.51%**	**(66,097)**	**(80,966)**
CONTROL TOTALS							
Total Revenues	$11,079	$111,554	$132,000	($20,446)	84.51%	$117,506	$143,939
Total Expenditures	11,079	111,554	132,000	20,446	84.51%	117,506	143,939

INTERIM STATEMENTS by Fund
282-Court Technology Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
FINES AND FORFEITURES							
Court							
Fine Surcharge - Technology - Court	$1,394	$16,956	$25,000	($8,044)	67.82%	$29,292	$32,341
Total court revenues and fines	1,394	16,956	25,000	(8,044)	67.82%	29,292	32,341
TOTAL FINES AND FORFEITURES	**1,394**	**16,956**	**25,000**	**(8,044)**	**67.82%**	**29,292**	**32,341**
TOTAL OPERATING REVENUE	**1,394**	**16,956**	**25,000**	**(8,044)**	**67.82%**	**29,292**	**32,341**
OPERATING EXPENSE							
Purchased or Contracted Services		12,438	13,450	1,012	92.48%	12,960	13,371
Supplies			1,000	1,000			
Inter-Departmental Charges						1,992	2,390
TOTAL OPERATING EXPENSE		**12,438**	**14,450**	**2,012**	**86.08%**	**14,952**	**15,761**
OPERATING INCOME (LOSS)	**1,394**	**4,518**	**10,550**	**(6,032)**	**42.82%**	**14,340**	**16,580**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**1,394**	**4,518**	**10,550**	**(6,032)**	**42.82%**	**14,340**	**16,580**
CHANGE IN NET POSITION	**$1,394**	**$4,518**	**$10,550**	**($6,032)**	**42.82%**	**$14,340**	**$16,580**
CONTROL TOTALS							
Total Revenues	$1,394	$16,956	$25,000	($8,044)	67.82%	$29,292	$32,341
Total Expenditures		12,438	14,450	2,012	86.08%	14,952	15,761
Revenues less expenditures	1,394	4,518	10,550	6,032	42.82%	14,340	16,580

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	15,676	97,270	350,097	252,827	27.78%	910,947	922,871
Supplies		270		(270)			
Capital Outlay:							
Property (Land and Buildings)	1,281,078	1,587,287	784,402	(802,885)	202.36%	137,847	228,514
Total Capital Outlay	1,281,078	1,587,287	784,402	(802,885)	202.36%	137,847	228,514
TOTAL OPERATING EXPENSE	**1,296,754**	**1,684,827**	**1,134,499**	**(550,328)**	**148.51%**	**1,048,794**	**1,151,385**
OPERATING INCOME (LOSS)	**(1,296,754)**	**(1,684,827)**	**(1,134,499)**	**(550,328)**	**148.51%**	**(1,038,794)**	**(1,141,385)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Principal							(1,890,000)
Interest Expense							(37,800)
Total principal and interest expense							(1,927,800)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	1,913	1,913		1,913			
Total gain (loss) on sale of capital assets	1,913	1,913		1,913			
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,913**	**1,913**		**1,913**			**(1,927,800)**
INCOME (LOSS) BEFORE TRANSFERS	**(1,294,841)**	**(1,682,914)**	**(1,134,499)**	**(548,415)**	**148.34%**	**(1,038,794)**	**(3,069,185)**
CHANGE IN NET POSITION	**($1,294,841)**	**($1,682,914)**	**($1,134,499)**	**($548,415)**	**148.34%**	**($1,038,794)**	**($3,069,185)**
CONTROL TOTALS							
Total Revenues	$1,913	$1,913		$1,913	0.00%	$10,000	$10,000
Total Expenditures	1,296,754	1,684,827	1,134,500	(550,327)	148.51%	1,048,794	3,079,185
Revenues less expenditures	(1,294,841)	(1,682,914)	(1,134,500)	548,414	148.34%	(1,038,794)	(3,069,185)
Difference			$1	$1	0.00%		

INTERIM STATEMENTS by Fund
335-Transportation SPLOST
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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)	10,717	10,717	9,020,478	9,009,761	0.12%		27,566
Total Capital Outlay	10,717	10,717	9,020,478	9,009,761	0.12%		27,566
TOTAL OPERATING EXPENSE	**10,717**	**1,049,742**	**9,020,478**	**7,970,736**	**11.64%**	**521,402**	**548,968**
OPERATING INCOME (LOSS)	**(10,717)**	**(1,049,742)**	**(9,020,478)**	**7,970,736**	**11.64%**	**(521,402)**	**(548,968)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Transportation Special purpose local option sales and use taxes	371,587	3,818,886	3,727,500	91,386	102.45%	3,721,307	4,479,412
Total Intergovernmental revenue	371,587	3,818,886	3,727,500	91,386	102.45%	3,721,307	4,479,412
Total Intergovernmental - net	371,587	3,818,886	3,727,500	91,386	102.45%	3,721,307	4,479,412
TOTAL NON-OPERATING INCOME (EXPENSE)	**371,587**	**3,818,886**	**3,727,500**	**91,386**	**102.45%**	**3,721,307**	**4,479,412**
INCOME (LOSS) BEFORE TRANSFERS	**360,870**	**2,769,144**	**(5,292,978)**	**8,062,122**	**(52.32%)**	**3,199,905**	**3,930,444**
TRANSFERS							
Transfers - in	704,836	704,836		704,836			290,118
TOTAL TRANSFERS - NET	**704,836**	**704,836**		**704,836**			**290,118**
CHANGE IN NET POSITION	**$1,065,706**	**$3,473,980**	**($5,292,978)**	**$8,766,958**	**(65.63%)**	**$3,199,905**	**$4,220,562**
CONTROL TOTALS							
Total Revenues	$1,076,423	$4,523,721	$3,727,500	$796,221	121.36%	$3,721,307	$4,769,530
Total Expenditures	10,717	1,049,741	9,020,478	7,970,737	11.64%	521,402	548,968
Revenues less expenditures	1,065,706	3,473,980	(5,292,978)	(8,766,958)	(65.63%)	3,199,905	4,220,562

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	16,450	88,360		88,360		65,450	103,200
Niche Engraving		350		350		200	200
Total other charges for services	16,450	89,310		89,310		65,650	103,400
TOTAL CHARGES FOR SERVICES	**16,450**	**89,310**		**89,310**		**65,650**	**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	**16,450**	**89,670**		**89,670**		**66,100**	**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)	**16,450**	**88,498**		**88,498**		**65,540**	**163,629**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	406	10,571		10,571		11,489	14,787
Bank Account Interest	2,067	19,323		19,323		24,141	33,684
Dividends	11,899	83,381		83,381		68,987	77,973
Unrealized Gain/Loss on Investments	(128,531)	152,419		152,419		234,475	333,265
Total Interest/Investment Income	(114,159)	265,694		265,694		339,092	459,709
Contributions and donations							
Contributed Capital						5,000	5,000
Total contributions and donations						5,000	5,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**(114,159)**	**265,694**		**265,694**		**344,092**	**464,709**
INCOME (LOSS) BEFORE TRANSFERS	**(97,709)**	**354,192**		**354,192**		**409,632**	**628,338**
TRANSFERS							
Transfers - out						(200,000)	(280,000)
TOTAL TRANSFERS - NET						**(200,000)**	**(280,000)**
CHANGE IN NET POSITION	**($97,709)**	**$354,192**		**$354,192**	**0.00%**	**$209,632**	**$348,338**
CONTROL TOTALS							
Total Revenues	($97,708)	$355,364		$355,364	0.00%	$410,192	$631,725
Total Expenditures		1,172		(1,172)	0.00%	200,560	283,387
Revenues less expenditures	(97,708)	354,192		(354,192)	0.00%	209,632	348,338
Difference	($1)				0.00%		

INTERIM STATEMENTS by Fund
771-OPEB Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Intergovernmental							
TRANSFERS							
Transfers - out						($200,000)	($280,000)
TOTAL TRANSFERS - NET						**(200,000)**	**(280,000)**
CHANGE IN NET POSITION					**0.00%**	**($200,000)**	**($280,000)**
CONTROL TOTALS							
Total Expenditures					0.00%	200,000	280,000
Revenues less expenditures					0.00%	(200,000)	(280,000)

INTERIM STATEMENTS by Fund
791-Cemetery Trust Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	16,450	88,360		88,360		65,450	103,200
Niche Engraving		350		350		200	200
Total other charges for services	16,450	89,310		89,310		65,650	103,400
TOTAL CHARGES FOR SERVICES	**16,450**	**89,310**		**89,310**		**65,650**	**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	**16,450**	**89,670**		**89,670**		**66,100**	**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)	**16,450**	**88,928**		**88,928**		**65,715**	**163,904**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Dividends	11,899	83,381		83,381		68,987	77,973
Unrealized Gain/Loss on Investments	(117,608)	142,307		142,307		255,252	373,223
Total Interest/Investment Income	(105,709)	225,688		225,688		324,239	451,196
Contributions and donations							
Contributed Capital						5,000	5,000
Total contributions and donations						5,000	5,000
TOTAL NON-OPERATING INCOME (EXPENSE)	**(105,709)**	**225,688**		**225,688**		**329,239**	**456,196**
INCOME (LOSS) BEFORE TRANSFERS	**(89,259)**	**314,616**		**314,616**		**394,954**	**620,100**
CHANGE IN NET POSITION	**($89,259)**	**$314,616**		**$314,616**	**0.00%**	**$394,954**	**$620,100**
CONTROL TOTALS							
Total Revenues	($89,259)	$315,358		$315,358	0.00%	$395,338	$623,213
Total Expenditures		742		(742)	0.00%	385	3,112
Revenues less expenditures	(89,259)	314,616		(314,616)	0.00%	394,953	620,101
Difference					0.00%	$1	($1)

INTERIM STATEMENTS by Fund
792-Mausoleum Trust Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	406	10,571		10,571		11,489	14,787
Unrealized Gain/Loss on Investments	(2,291)	3,060		3,060		(7,847)	(11,983)
Total Interest/Investment Income	(1,885)	13,631		13,631		3,642	2,804
TOTAL NON-OPERATING INCOME (EXPENSE)	**(1,885)**	**13,631**		**13,631**		**3,642**	**2,804**
INCOME (LOSS) BEFORE TRANSFERS	**(1,885)**	**13,507**		**13,507**		**3,594**	**2,731**
CHANGE IN NET POSITION	**($1,885)**	**$13,507**		**$13,507**	**0.00%**	**$3,594**	**$2,731**
CONTROL TOTALS							
Total Revenues	($1,885)	$13,631		$13,631	0.00%	$3,642	$2,804
Total Expenditures		124		(124)	0.00%	48	73
Revenues less expenditures	(1,885)	13,507		(13,507)	0.00%	3,594	2,731

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	2,067	19,323		19,323		24,141	33,684
Unrealized Gain/Loss on Investments	(8,632)	7,052		7,052		(12,929)	(27,976)
Total Interest/Investment Income	(6,565)	26,375		26,375		11,212	5,708
TOTAL NON-OPERATING INCOME (EXPENSE)	**(6,565)**	**26,375**		**26,375**		**11,212**	**5,708**
INCOME (LOSS) BEFORE TRANSFERS	**(6,565)**	**26,069**		**26,069**		**11,086**	**5,505**
CHANGE IN NET POSITION	**($6,565)**	**$26,069**		**$26,069**	**0.00%**	**$11,086**	**$5,505**
CONTROL TOTALS							
Total Revenues	($6,565)	$26,375		$26,375	0.00%	$11,212	$5,708
Total Expenditures		306		(306)	0.00%	126	203
Revenues less expenditures	(6,565)	26,069		(26,069)	0.00%	11,086	5,505

	FISCAL YEAR 2024			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2023	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		$1,050	$1,050
Total building and sign permits		250		250		1,050	1,050
Total non-business licenses and permits		250		250		1,050	1,050
TOTAL LICENSES AND PERMITS		**250**		**250**		**1,050**	**1,050**
CHARGES FOR SERVICES							
General government:							
Motor pool charges	123,795	901,122	1,186,895	(285,773)	75.92%	890,966	1,071,380
Total general government	123,795	901,122	1,186,895	285,773	75.92%	890,966	1,071,380
Streets and public improvements		323		323		107	219
Utilities / enterprise charges and fees							
Fees - Collection - Residential	244,070	2,402,417	3,271,350	(868,933)	73.44%	2,128,772	2,813,943
Fees - Collection - Commercial	110,060	1,045,568	1,220,575	(175,007)	85.66%	888,139	1,180,860
Fees - Transfer Station	143,964	1,244,993	1,714,000	(469,007)	72.64%	1,337,955	1,587,379
Fees - Special Handling	2,955	15,345	22,050	(6,705)	69.59%	13,865	16,760
Fees - Rolloff Containers	72,400	650,689	654,942	(4,253)	99.35%	490,941	645,843
Fees - Yard Waste Disposal	73,761	725,780	895,730	(169,950)	81.03%	642,921	849,662
Fees - Yard Waste Special Handling	(21)	(339)		(339)		(195)	(278)
Sale of Recycled Materials	2,318	74,794	8,000	66,794	934.93%	44,383	39,054
Permit Fees - Commercial Hauler		2,900	3,000	(100)	96.67%	2,400	3,200
Fees - Landfill Use	264,338	2,181,295	2,300,000	(118,705)	94.84%	1,940,476	2,455,399
Water Institutional	20,203	223,015	435,273	(212,258)	51.24%	256,409	305,378
Fees - Water Industrial	56,956	537,056	628,335	(91,279)	85.47%	582,389	728,806
Fees - Water Residential	340,536	3,634,253	4,636,113	(1,001,860)	78.39%	3,261,800	4,305,717
Fees - Water Commercial	118,004	1,100,238	1,573,194	(472,956)	69.94%	962,425	1,327,544
Pass-Thru Water Spalding County	(430,680)	(4,153,896)	(4,139,029)	(14,867)	100.36%	(3,714,737)	(4,979,260)
Fees - Fire Hydrant Water	6,721	58,085	53,522	4,563	108.53%	46,962	68,864
Fees - Water Lock Cut	150	1,250	1,500	(250)	83.33%	850	1,175
Bulk Water - Spalding County	811,074	8,316,688	9,653,475	(1,336,787)	86.15%	7,157,581	9,569,263
Bulk Water - Williamson	7,268	78,993	95,092	(16,099)	83.07%	59,170	80,925
Bulk Water - Zebulon	29,995	311,932	502,087	(190,155)	62.13%	384,467	460,886
Bulk Water - Butts County	2,742	25,672	37,553	(11,881)	68.36%	28,214	36,567
Bulk Water - Coweta County	534,750	5,371,050	6,472,710	(1,101,660)	82.98%	4,931,348	6,294,248
Bulk Water - City of Concord	2	1,408	2,572	(1,164)	54.74%	3,605	3,611
Fees - Water Irrigation	9,765	344,952	308,381	36,571	111.86%	318,085	380,568
Fees - Meter Install	2,720	26,230	15,800	10,430	166.01%	19,585	25,255
Sewer Flat - Industrial	72,070	679,563	730,927	(51,364)	92.97%	567,628	720,316
Sewer Flat - Residential	471,756	4,939,241	5,824,019	(884,778)	84.81%	4,353,731	5,793,085
Sewer Flat - Commercial	249,180	2,379,989	2,689,631	(309,642)	88.49%	2,119,126	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	4,200	4,200
Stormwater - Residential Upper Tier	35,439	348,690	442,469	(93,779)	78.81%	305,029	404,166
Stormwater - Residential Lower Tier	19,673	192,870	226,402	(33,532)	85.19%	159,533	212,583
Stormwater - Commercial Fees	191,255	1,877,161	2,259,649	(382,488)	83.07%	1,667,125	2,171,204
Sewer - Sun City	127,087	1,229,916		1,229,916		1,025,222	1,385,346
Sewer - Greyson Parc	10,755	77,668		77,668			3,635
Fees - Electric Residential Service	1,239,128	16,854,313	20,123,566	(3,269,253)	83.75%	13,576,573	17,821,233
Fees - Electric Commercial Service	1,476,973	16,371,824	20,526,121	(4,154,297)	79.76%	13,748,221	18,086,561

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Electric Industrial Service	697,888	7,088,395	8,129,452	(1,041,057)	87.19%	5,896,086	7,827,256
Fees - Electric Fuel Adjustment	577,073	6,931,235	8,427,273	(1,496,038)	82.25%	5,363,991	7,118,640
Fees - Electric Temporary Service	300	1,500	5,000	(3,500)	30.00%	2,700	3,000
Fees - Pole Rental Current Year	1,501	145,456	253,000	(107,544)	57.49%	293,503	304,278
ECCR Adjustment	108,882	1,307,780	1,590,052	(282,272)	82.25%	1,433,474	1,764,540
Telecom - Telephone Revenue	1,147	12,561	52,200	(39,639)	24.06%		
Telecom - Telephone Internal Customer Fees	5,197	48,647		48,647		43,332	54,282
Total utilities / enterprise charges and fees	7,709,355	84,719,777	101,666,986	(16,947,209)	83.33%	72,347,284	94,670,454
Other / enterprise charges and fees							
Green Fees	22,935	207,678	218,000	(10,322)	95.27%	209,507	315,258
Handicap Fees	35	735	800	(65)	91.88%		
Golf Cart Rentals	36,691	284,313	198,000	86,313	143.59%	154,153	165,976
Merchandise Sales	2,139	27,601	48,000	(20,399)	57.50%	45,137	56,542
Driving Range Fees	3,640	23,399	22,000	1,399	106.36%	19,622	25,227
Membership Fees	4,550	38,400	20,000	18,400	192.00%	25,550	37,100
Food & Beverage	3,839	28,472	33,000	(4,528)	86.28%	26,860	33,175
Beer Sales	1,413	16,451	14,000	2,451	117.51%	13,080	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	(1,780)	26,734	18,000	8,734	148.52%	29,407	45,474
Golf Balls	3,865	15,724		15,724			
Fiber Fees	48,317	460,285	550,000	(89,715)	83.69%	404,139	533,308
Fiber Fees - Internal Customer Fees	39,821	394,640	477,671	(83,031)	82.62%	349,613	443,118
Total other / enterprise charges and fees	165,465	1,524,472	1,600,471	(75,999)	95.25%	1,277,068	1,674,543
Other fees							
General Fund-Customer Service -Charges for Serv- -	61,662	588,404	705,850	(117,446)	83.36%	541,023	709,517
Landfill Capital Surcharge Fee	8,158	69,385	66,516	2,869	104.31%	67,329	84,252
Landfill Closure Surcharge Fee	8,141	69,369	66,516	2,853	104.29%	65,692	82,616
Container Fees	4,020	41,340	44,605	(3,265)	92.68%	37,320	44,880
Pole Installation	1,087	9,495	10,000	(505)	94.95%	4,550	4,550
After Hours Service Fee	1,600	12,825	25,000	(12,175)	51.30%	25,139	26,539
Connection Fees	23,990	179,025	200,000	(20,975)	89.51%	159,630	195,350
Surge Protection Fees	400	4,003	4,800	(797)	83.40%	3,743	4,896
Reconnect Fees	17,295	177,210	205,000	(27,790)	86.44%	125,250	154,775
Underground Trenching	5,590	81,750	30,000	51,750	272.50%	10,466	29,566
UGA Contracted Services						616	616
Credit Card Fees	(2)	(2)		(2)			
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Total other fees	131,941	1,270,156	1,433,287	(163,131)	88.62%	1,040,758	1,337,557
Culture and recreation							
Still Branch WTP Gate Receipts	980	5,411	7,695	(2,284)	70.32%	7,138	8,329
Total culture and recreation	980	5,411	7,695	(2,284)	70.32%	7,138	8,329
Other charges for services							
Returned Check Fees	2,335	19,800	23,000	(3,200)	86.09%	19,200	22,260
Delinquent Penalties	142,358	1,408,325	1,460,000	(51,675)	96.46%	1,306,826	1,549,288
Total other charges for services	144,693	1,428,125	1,483,000	(54,875)	96.30%	1,326,026	1,571,548
TOTAL CHARGES FOR SERVICES	**8,276,229**	**89,849,386**	**107,378,334**	**(17,528,948)**	**83.68%**	**76,889,347**	**100,334,030**
RENTS AND ROYALTIES							
Water Tower	5,779	61,675	50,000	11,675	123.35%	52,014	69,352
Sale of Excess Capacity	501	6,977	300,000	(293,023)	2.33%	274,270	287,291

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Third-party Sales	54,677	669,510	755,790	(86,280)	88.58%	800,721	946,318
Equipment Rental Fees	280	13,634	14,000	(366)	97.39%	13,365	16,173
MEAG Refunding Flexible Operating	501	6,977		6,977		274,271	287,292
MEAG Year End Settlement			750,000	(750,000)			869,863
Settlements from Insurance Claims		14,544		14,544		12,344	30,153
Settlements from Insurance Claims	475	486,001		486,001		2,112	2,125
Cash Over/Short	2	404		404		(859)	(554)
Misc Revenue	3,440	76,525	39,500	37,025	193.73%	2,882,146	2,906,034
TOTAL RENTS AND ROYALTIES	**65,655**	**1,336,247**	**1,909,290**	**(573,043)**	**69.99%**	**4,310,384**	**5,414,047**
TOTAL OPERATING REVENUE	**8,341,884**	**91,185,883**	**109,287,624**	**(18,101,741)**	**83.44%**	**81,200,781**	**105,749,127**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	773,902	8,173,334	11,055,886	2,882,552	73.93%	7,397,071	9,252,914
Employee Benefits	215,836	2,498,576	5,162,909	2,664,333	48.39%	4,132,045	5,621,220
Allocated Payroll Costs	23,452	234,518	281,422	46,904	83.33%	179,387	215,265
Total Personal Services and Employee Benefits	1,013,190	10,906,428	16,500,217	5,593,789	66.10%	11,708,503	15,089,399
Purchased or Contracted Services	933,257	8,382,945	13,353,135	4,970,190	62.78%	7,500,400	10,988,867
Utilities:							
Water/Sewerage	28,344	155,581	153,641	(1,940)	101.26%	117,543	159,903
Natural Gas	1,096	13,929	30,910	16,981	45.06%	20,677	22,824
Electricity	332,764	1,753,665	2,140,853	387,188	81.91%	1,582,209	1,931,271
Propane	50	26,644	118,550	91,906	22.47%	25,316	35,519
Gasoline	85,349	649,362	1,442,784	793,422	45.01%	732,693	932,160
Stormwater	6,130	30,803	39,220	8,417	78.54%	29,161	35,320
Customer Service Fee	371	1,818	2,361	543	77.00%	1,778	2,135
Total Utilities	454,104	2,631,802	3,928,319	1,296,517	67.00%	2,509,377	3,119,132
Supplies	255,038	3,773,958	5,136,442	1,362,484	73.47%	2,928,263	3,874,493
Electricity for Resale	4,035,305	36,581,042	43,734,558	7,153,516	83.64%	35,797,076	43,409,917
Capital Outlay:							
Property (Land and Buildings)	181,772	7,044,837	10,499,925	3,455,088	67.09%	6,636,478	10,642,908
Machinery and Equipment	1,081,307	1,737,303	3,723,745	1,986,442	46.65%	1,833,969	1,929,793
Capital Outlay - Reclass to Balance Sheet	(1,263,079)	(9,790,065)	(45,945)	9,744,120	21,308.23%	(8,346,892)	(12,544,705)
Total Capital Outlay		(1,007,925)	14,177,725	15,185,650	(7.11%)	123,555	27,996
Depreciation Expense		4,437,097	6,890,740	2,453,643	64.39%	6,113,307	7,377,161
Bad Debt		281,595	393,000	111,405	71.65%	473,721	552,260
Inter-Departmental Charges	336,186	3,031,092	3,391,363	360,271	89.38%	2,913,318	3,533,477
Miscellaneous			106,765	106,765			20,975
TOTAL OPERATING EXPENSE	**7,027,080**	**69,018,034**	**107,612,264**	**38,594,230**	**64.14%**	**70,067,520**	**87,993,677**
OPERATING INCOME (LOSS)	**1,314,804**	**22,167,849**	**1,675,360**	**20,492,489**	**1,323.17%**	**11,133,261**	**17,755,450**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect		5,000	5,000		100.00%		
Total Operating - Categorical		5,000	5,000		100.00%		
Direct							
GEFA Loan Forgiveness Grant							6,510
Total Direct					0.00%		6,510
Total State Government Grants		5,000	5,000		100.00%		6,510

INTERIM STATEMENTS by Fund

Business-Type Activities

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total Intergovernmental revenue		5,000	5,000		100.00%		6,510
Intergovernmental - Exp	(19,299)	(57,709)	(228,000)	170,291	25.31%	(108,801)	(157,779)
Total Intergovernmental - net	(19,299)	(52,709)	(223,000)	170,291	23.64%	(108,801)	(151,269)
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Bank Account Interest	31,403	393,052		393,052		309,731	390,778
Dividends	126,197	1,194,633		1,194,633		595,229	791,702
P-Card Rebate Program		6,413		6,413		8,942	8,942
Unrealized Gain/Loss on Investments	(316,698)	121,987		121,987		(258,876)	(609,333)
Total Interest/Investment Income	(158,871)	1,718,354		1,718,354		657,295	584,811
Principal	(6,091)	(60,104)	(76,191)	16,087	78.89%	(45,620)	
Interest Expense	(50,483)	(1,350,509)	(1,294,621)	(55,888)	104.32%	(4,148,419)	(1,884,100)
Total principal and interest expense	(56,574)	(1,410,613)	(1,370,812)	(39,801)	102.90%	(4,194,039)	(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	6,540	79,559		79,559		51,880	51,880
GMA Lease Proceeds	1,240,723	1,240,723	1,240,723		100.00%	828,500	
Total gain (loss) on sale of capital assets	1,247,263	1,320,282	1,240,723	79,559	106.41%	880,380	51,880
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,012,519**	**1,583,851**	**(353,089)**	**1,936,940**	**(448.57%)**	**(2,752,368)**	**(1,385,881)**
INCOME (LOSS) BEFORE TRANSFERS	**2,327,323**	**23,751,700**	**1,322,271**	**22,429,429**	**1,796.28%**	**8,380,893**	**16,369,569**
TRANSFERS							
Transfers - in			1,159,420	(1,159,420)			1,152,881
Transfers - out	(1,185,065)	(10,661,121)	(13,403,225)	2,742,104	79.54%	(9,570,482)	(11,609,870)
TOTAL TRANSFERS - NET	**(1,185,065)**	**(10,661,121)**	**(12,243,805)**	**1,582,684**	**87.07%**	**(9,570,482)**	**(10,456,989)**
CHANGE IN NET POSITION	**$1,142,258**	**$13,090,579**	**($10,921,534)**	**$24,012,113**	**(119.86%)**	**($1,189,589)**	**$5,912,580**
CONTROL TOTALS							
Total Revenues	$9,430,269	$94,238,056	$111,692,767	($17,454,711)	84.37%	$82,751,255	$107,558,009
Total Expenditures	8,288,019	81,147,477	122,614,301	41,466,824	66.18%	83,940,843	101,645,426
Revenues less expenditures	1,142,250	13,090,579	(10,921,534)	(24,012,113)	(119.86%)	(1,189,588)	5,912,583
Difference	$8				0.00%	($1)	($3)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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		$1,050	$1,050
Total building and sign permits		250		250		1,050	1,050
Total non-business licenses and permits		250		250		1,050	1,050
TOTAL LICENSES AND PERMITS		**250**		**250**		**1,050**	**1,050**
CHARGES FOR SERVICES							
Streets and public improvements		323		323		107	219
Utilities / enterprise charges and fees							
Fees - Collection - Residential	244,070	2,402,417	3,271,350	(868,933)	73.44%	2,128,772	2,813,943
Fees - Collection - Commercial	110,060	1,045,568	1,220,575	(175,007)	85.66%	888,139	1,180,860
Fees - Transfer Station	143,964	1,244,993	1,714,000	(469,007)	72.64%	1,337,955	1,587,379
Fees - Special Handling	2,955	15,345	22,050	(6,705)	69.59%	13,865	16,760
Fees - Rolloff Containers	72,400	650,689	654,942	(4,253)	99.35%	490,941	645,843
Fees - Yard Waste Disposal	73,761	725,780	895,730	(169,950)	81.03%	642,921	849,662
Fees - Yard Waste Special Handling	(21)	(339)		(339)		(195)	(278)
Sale of Recycled Materials	1,124	12,722	8,000	4,722	159.03%	37,250	31,921
Permit Fees - Commercial Hauler		2,900	3,000	(100)	96.67%	2,400	3,200
Fees - Landfill Use	264,338	2,181,295	2,300,000	(118,705)	94.84%	1,940,476	2,455,399
Water Institutional	20,203	223,015	435,273	(212,258)	51.24%	256,409	305,378
Fees - Water Industrial	56,956	537,056	628,335	(91,279)	85.47%	582,389	728,806
Fees - Water Residential	340,536	3,634,253	4,636,113	(1,001,860)	78.39%	3,261,800	4,305,717
Fees - Water Commercial	118,004	1,100,238	1,573,194	(472,956)	69.94%	962,425	1,327,544
Pass-Thru Water Spalding County	(430,680)	(4,153,896)	(4,139,029)	(14,867)	100.36%	(3,714,737)	(4,979,260)
Fees - Fire Hydrant Water	6,721	58,085	53,522	4,563	108.53%	46,962	68,864
Fees - Water Lock Cut	150	1,250	1,500	(250)	83.33%	850	1,175
Bulk Water - Spalding County	811,074	8,316,688	9,653,475	(1,336,787)	86.15%	7,157,581	9,569,263
Bulk Water - Williamson	7,268	78,993	95,092	(16,099)	83.07%	59,170	80,925
Bulk Water - Zebulon	29,995	311,932	502,087	(190,155)	62.13%	384,467	460,886
Bulk Water - Butts County	2,742	25,672	37,553	(11,881)	68.36%	28,214	36,567
Bulk Water - Coweta County	534,750	5,371,050	6,472,710	(1,101,660)	82.98%	4,931,348	6,294,248
Bulk Water - City of Concord	2	1,408	2,572	(1,164)	54.74%	3,605	3,611
Fees - Water Irrigation	9,765	344,952	308,381	36,571	111.86%	318,085	380,568
Fees - Meter Install	2,720	26,230	15,800	10,430	166.01%	19,585	25,255
Sewer Flat - Industrial	72,070	679,563	730,927	(51,364)	92.97%	567,628	720,316
Sewer Flat - Residential	471,756	4,939,241	5,824,019	(884,778)	84.81%	4,353,731	5,793,085
Sewer Flat - Commercial	249,180	2,379,989	2,689,631	(309,642)	88.49%	2,119,126	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	4,200	4,200
Stormwater - Residential Upper Tier	35,439	348,690	442,469	(93,779)	78.81%	305,029	404,166
Stormwater - Residential Lower Tier	19,673	192,870	226,402	(33,532)	85.19%	159,533	212,583
Stormwater - Commercial Fees	191,255	1,877,161	2,259,649	(382,488)	83.07%	1,667,125	2,171,204
Sewer - Sun City	127,087	1,229,916		1,229,916		1,025,222	1,385,346
Sewer - Greyson Parc	10,755	77,668		77,668			3,635
Fees - Electric Residential Service	1,239,128	16,854,313	20,123,566	(3,269,253)	83.75%	13,576,573	17,821,233
Fees - Electric Commercial Service	1,476,973	16,371,824	20,526,121	(4,154,297)	79.76%	13,748,221	18,086,561
Fees - Electric Industrial Service	697,888	7,088,395	8,129,452	(1,041,057)	87.19%	5,896,086	7,827,256
Fees - Electric Fuel Adjustment	577,073	6,931,235	8,427,273	(1,496,038)	82.25%	5,363,991	7,118,640

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Fees - Electric Temporary Service	300	1,500	5,000	(3,500)	30.00%	2,700	3,000
Fees - Pole Rental Current Year	1,501	145,456	253,000	(107,544)	57.49%	293,503	304,278
ECCR Adjustment	108,882	1,307,780	1,590,052	(282,272)	82.25%	1,433,474	1,764,540
Telecom - Telephone Revenue	1,147	12,561	52,200	(39,639)	24.06%		
Telecom - Telephone Internal Customer Fees	5,197	48,647		48,647		43,332	54,282
Total utilities / enterprise charges and fees	7,708,161	84,657,705	101,666,986	(17,009,281)	83.27%	72,340,151	94,663,321
Other / enterprise charges and fees							
Green Fees	22,935	207,678	218,000	(10,322)	95.27%	209,507	315,258
Handicap Fees	35	735	800	(65)	91.88%		
Golf Cart Rentals	36,691	284,313	198,000	86,313	143.59%	154,153	165,976
Merchandise Sales	2,139	27,601	48,000	(20,399)	57.50%	45,137	56,542
Driving Range Fees	3,640	23,399	22,000	1,399	106.36%	19,622	25,227
Membership Fees	4,550	38,400	20,000	18,400	192.00%	25,550	37,100
Food & Beverage	3,839	28,472	33,000	(4,528)	86.28%	26,860	33,175
Beer Sales	1,413	16,451	14,000	2,451	117.51%	13,080	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	(1,780)	26,734	18,000	8,734	148.52%	29,407	45,474
Golf Balls	3,865	15,724		15,724			
Fiber Fees	48,317	460,285	550,000	(89,715)	83.69%	404,139	533,308
Fiber Fees - Internal Customer Fees	39,821	394,640	477,671	(83,031)	82.62%	349,613	443,118
Total other / enterprise charges and fees	165,465	1,524,472	1,600,471	(75,999)	95.25%	1,277,068	1,674,543
Other fees							
General Fund-Customer Service -Charges for Serv- -	61,662	588,404	705,850	(117,446)	83.36%	541,023	709,517
Landfill Capital Surcharge Fee	8,158	69,385	66,516	2,869	104.31%	67,329	84,252
Landfill Closure Surcharge Fee	8,141	69,369	66,516	2,853	104.29%	65,692	82,616
Container Fees	4,020	41,340	44,605	(3,265)	92.68%	37,320	44,880
Pole Installation	1,087	9,495	10,000	(505)	94.95%	4,550	4,550
After Hours Service Fee	1,600	12,825	25,000	(12,175)	51.30%	25,139	26,539
Connection Fees	23,990	179,025	200,000	(20,975)	89.51%	159,630	195,350
Surge Protection Fees	400	4,003	4,800	(797)	83.40%	3,743	4,896
Reconnect Fees	17,295	177,210	205,000	(27,790)	86.44%	125,250	154,775
Underground Trenching	5,590	81,750	30,000	51,750	272.50%	10,466	29,566
UGA Contracted Services						616	616
Credit Card Fees	(2)	(2)		(2)			
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Total other fees	131,941	1,270,156	1,433,287	(163,131)	88.62%	1,040,758	1,337,557
Culture and recreation							
Still Branch WTP Gate Receipts	980	5,411	7,695	(2,284)	70.32%	7,138	8,329
Total culture and recreation	980	5,411	7,695	(2,284)	70.32%	7,138	8,329
Other charges for services							
Returned Check Fees	2,335	19,800	23,000	(3,200)	86.09%	19,200	22,260
Delinquent Penalties	142,358	1,408,325	1,460,000	(51,675)	96.46%	1,306,826	1,549,288
Total other charges for services	144,693	1,428,125	1,483,000	(54,875)	96.30%	1,326,026	1,571,548
TOTAL CHARGES FOR SERVICES	**8,151,240**	**88,886,192**	**106,191,439**	**(17,305,247)**	**83.70%**	**75,991,248**	**99,255,517**
RENTS AND ROYALTIES							
Water Tower	5,779	61,675	50,000	11,675	123.35%	52,014	69,352
Sale of Excess Capacity	501	6,977	300,000	(293,023)	2.33%	274,270	287,291
Third-party Sales	54,677	669,510	755,790	(86,280)	88.58%	800,721	946,318
Equipment Rental Fees	280	13,634	14,000	(366)	97.39%	13,365	16,173

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
MEAG Refunding Flexible Operating	501	6,977		6,977		274,271	287,292
MEAG Year End Settlement			750,000	(750,000)			869,863
Settlements from Insurance Claims		14,544		14,544		12,344	30,153
Settlements from Insurance Claims	475	486,001		486,001		2,112	2,125
Cash Over/Short	2	404		404		(859)	(554)
Misc Revenue	3,440	76,525	37,000	39,525	206.82%	2,881,977	2,905,866
TOTAL RENTS AND ROYALTIES	**65,655**	**1,336,247**	**1,906,790**	**(570,543)**	**70.08%**	**4,310,215**	**5,413,879**
TOTAL OPERATING REVENUE	**8,216,895**	**90,222,689**	**108,098,229**	**(17,875,540)**	**83.46%**	**80,302,513**	**104,670,446**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	742,230	7,828,614	10,582,031	2,753,417	73.98%	7,096,189	8,878,001
Employee Benefits	206,991	2,398,914	4,951,127	2,552,213	48.45%	3,974,237	5,439,121
Allocated Payroll Costs	23,452	234,518	281,422	46,904	83.33%	179,387	215,265
Total Personal Services and Employee Benefits	972,673	10,462,046	15,814,580	5,352,534	66.15%	11,249,813	14,532,387
Purchased or Contracted Services	924,385	8,319,208	13,269,925	4,950,717	62.69%	7,457,102	10,924,394
Utilities:							
Water/Sewerage	22,965	142,709	146,041	3,332	97.72%	112,555	152,011
Natural Gas	503	6,878	17,910	11,032	38.40%	12,422	13,313
Electricity	329,274	1,734,646	2,116,495	381,849	81.96%	1,565,730	1,911,281
Propane	50	26,644	118,550	91,906	22.47%	25,316	35,519
Gasoline	84,264	644,763	1,433,689	788,926	44.97%	728,775	927,097
Stormwater	5,269	26,520	34,085	7,565	77.81%	25,111	30,415
Customer Service Fee	351	1,719	2,243	524	76.64%	1,680	2,018
Total Utilities	442,676	2,583,879	3,869,013	1,285,134	66.78%	2,471,589	3,071,654
Supplies	185,833	3,088,507	4,400,792	1,312,285	70.18%	2,222,724	2,997,058
Electricity for Resale	4,035,305	36,581,042	43,734,558	7,153,516	83.64%	35,797,076	43,409,917
Capital Outlay:							
Property (Land and Buildings)	181,772	7,044,837	10,499,925	3,455,088	67.09%	6,636,478	10,642,908
Machinery and Equipment	1,081,307	1,682,142	3,661,745	1,979,603	45.94%	1,701,904	1,797,728
Capital Outlay - Reclass to Balance Sheet	(1,263,079)	(9,734,904)	(45,945)	9,688,959	21,188.17%	(8,214,827)	(12,412,640)
Total Capital Outlay		(1,007,925)	14,115,725	15,123,650	(7.14%)	123,555	27,996
Depreciation Expense		4,437,097	6,845,320	2,408,223	64.82%	6,059,135	7,312,059
Bad Debt		281,595	393,000	111,405	71.65%	473,721	552,260
Inter-Departmental Charges	325,612	2,875,346	3,264,467	389,121	88.08%	2,778,189	3,371,530
Miscellaneous			106,765	106,765			20,975
TOTAL OPERATING EXPENSE	**6,886,484**	**67,620,795**	**105,814,145**	**38,193,350**	**63.91%**	**68,632,904**	**86,220,230**
OPERATING INCOME (LOSS)	**1,330,411**	**22,601,894**	**2,284,084**	**20,317,810**	**989.54%**	**11,669,609**	**18,450,216**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect		5,000	5,000		100.00%		
Total Operating - Categorical		5,000	5,000		100.00%		
Direct							
GEFA Loan Forgiveness Grant							6,510
Total Direct					0.00%		6,510
Total State Government Grants		5,000	5,000		100.00%		6,510
Total Intergovernmental revenue		5,000	5,000		100.00%		6,510

INTERIM STATEMENTS by Fund
Enterprise Funds
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Intergovernmental - Exp	(19,299)	(57,709)	(228,000)	170,291	25.31%	(108,801)	(157,779)
Total Intergovernmental - net	(19,299)	(52,709)	(223,000)	170,291	23.64%	(108,801)	(151,269)
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Bank Account Interest	31,403	393,052		393,052		309,731	390,778
Dividends	126,197	1,194,633		1,194,633		595,229	791,702
P-Card Rebate Program		6,413		6,413		8,942	8,942
Unrealized Gain/Loss on Investments	(316,698)	121,987		121,987		(258,876)	(609,333)
Total Interest/Investment Income	(158,871)	1,718,354		1,718,354		657,295	584,811
Principal	(6,091)	(60,104)	(76,191)	16,087	78.89%	(45,620)	
Interest Expense	(50,483)	(1,350,509)	(1,294,621)	(55,888)	104.32%	(4,148,419)	(1,884,100)
Total principal and interest expense	(56,574)	(1,410,613)	(1,370,812)	(39,801)	102.90%	(4,194,039)	(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	6,540	79,559		79,559		51,880	51,880
GMA Lease Proceeds	1,240,723	1,240,723	1,240,723		100.00%	828,500	
Total gain (loss) on sale of capital assets	1,247,263	1,320,282	1,240,723	79,559	106.41%	880,380	51,880
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,012,519**	**1,583,851**	**(353,089)**	**1,936,940**	**(448.57%)**	**(2,752,368)**	**(1,385,881)**
INCOME (LOSS) BEFORE TRANSFERS	**2,342,930**	**24,185,745**	**1,930,995**	**22,254,750**	**1,252.50%**	**8,917,241**	**17,064,335**
TRANSFERS							
Transfers - in			596,116	(596,116)			615,557
Transfers - out	(1,185,065)	(10,661,121)	(13,403,225)	2,742,104	79.54%	(9,570,482)	(11,609,870)
TOTAL TRANSFERS - NET	**(1,185,065)**	**(10,661,121)**	**(12,807,109)**	**2,145,988**	**83.24%**	**(9,570,482)**	**(10,994,313)**
CHANGE IN NET POSITION	**$1,157,865**	**$13,524,624**	**($10,876,114)**	**$24,400,738**	**(124.35%)**	**($653,241)**	**$6,070,022**
CONTROL TOTALS							
Total Revenues	$9,305,280	$93,274,862	$109,940,068	($16,665,206)	84.84%	$81,852,987	$105,942,003
Total Expenditures	8,147,422	79,750,237	120,816,182	41,065,945	66.01%	82,506,225	99,871,979
Revenues less expenditures	1,157,858	13,524,625	(10,876,114)	(24,400,739)	(124.35%)	(653,238)	6,070,024
Difference	$7	($1)		$1	0.00%	($3)	($2)

	FISCAL YEAR 2024			Variance with		PRIOR FYTD	
	Actual		Amended	Amended Budget		4/30/2023	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		$1,050	$1,050
Total building and sign permits		250		250		1,050	1,050
Total non-business licenses and permits		250		250		1,050	1,050
TOTAL LICENSES AND PERMITS		**250**		**250**		**1,050**	**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	20,203	223,015	435,273	(212,258)	51.24%	256,409	305,378
Fees - Water Industrial	56,956	537,056	628,335	(91,279)	85.47%	582,389	728,806
Fees - Water Residential	340,536	3,634,253	4,636,113	(1,001,860)	78.39%	3,261,800	4,305,717
Fees - Water Commercial	118,004	1,100,238	1,573,194	(472,956)	69.94%	962,425	1,327,544
Pass-Thru Water Spalding County	(430,680)	(4,153,896)	(4,139,029)	(14,867)	100.36%	(3,714,737)	(4,979,260)
Fees - Fire Hydrant Water	6,721	58,085	53,522	4,563	108.53%	46,962	68,864
Fees - Water Lock Cut	150	1,250	1,500	(250)	83.33%	850	1,175
Bulk Water - Spalding County	811,074	8,316,688	9,653,475	(1,336,787)	86.15%	7,157,581	9,569,263
Bulk Water - Williamson	7,268	78,993	95,092	(16,099)	83.07%	59,170	80,925
Bulk Water - Zebulon	29,995	311,932	502,087	(190,155)	62.13%	384,467	460,886
Bulk Water - Butts County	2,742	25,672	37,553	(11,881)	68.36%	28,214	36,567
Bulk Water - Coweta County	534,750	5,371,050	6,472,710	(1,101,660)	82.98%	4,931,348	6,294,248
Bulk Water - City of Concord	2	1,408	2,572	(1,164)	54.74%	3,605	3,611
Fees - Water Irrigation	9,765	344,952	308,381	36,571	111.86%	318,085	380,568
Fees - Meter Install	2,720	26,230	15,800	10,430	166.01%	19,585	25,255
Sewer Flat - Industrial	72,070	679,563	730,927	(51,364)	92.97%	567,628	720,316
Sewer Flat - Residential	471,756	4,939,241	5,824,019	(884,778)	84.81%	4,353,731	5,793,085
Sewer Flat - Commercial	249,180	2,379,989	2,689,631	(309,642)	88.49%	2,119,126	2,794,760
Sewer Tap Fee		12,600	21,000	(8,400)	60.00%	4,200	4,200
Sewer - Sun City	127,087	1,229,916		1,229,916		1,025,222	1,385,346
Sewer - Greyson Parc	10,755	77,668		77,668			3,635
Total utilities / enterprise charges and fees	2,441,054	25,196,248	29,550,155	(4,353,907)	85.27%	22,373,355	29,316,192
Culture and recreation							
Still Branch WTP Gate Receipts	980	5,411	7,695	(2,284)	70.32%	7,138	8,329
Total culture and recreation	980	5,411	7,695	(2,284)	70.32%	7,138	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	**2,442,034**	**25,201,659**	**29,962,710**	**(4,761,051)**	**84.11%**	**22,380,493**	**29,324,521**
RENTS AND ROYALTIES							
Water Tower	5,779	61,675	50,000	11,675	123.35%	52,014	69,352
Settlements from Insurance Claims		289		289		200	7,434
Settlements from Insurance Claims	475	65,670		65,670		2,112	2,112
Misc Revenue	2,810	10,873		10,873		13,673	13,673
TOTAL RENTS AND ROYALTIES	**9,064**	**138,507**	**50,000**	**88,507**	**277.01%**	**67,999**	**92,571**
TOTAL OPERATING REVENUE	**2,451,098**	**25,340,416**	**30,012,710**	**(4,672,294)**	**84.43%**	**22,449,542**	**29,418,142**
OPERATING EXPENSE							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Personal Services and Employee Benefits:							
Salaries and Wages	250,815	2,783,688	3,851,477	1,067,789	72.28%	2,676,373	3,331,509
Employee Benefits	70,803	875,719	1,889,615	1,013,896	46.34%	1,464,408	2,034,586
Allocated Payroll Costs	40,155	401,548	481,858	80,310	83.33%	331,408	397,690
Total Personal Services and Employee Benefits	361,773	4,060,955	6,222,950	2,161,995	65.26%	4,472,189	5,763,785
Purchased or Contracted Services	225,237	2,070,229	4,672,499	2,602,270	44.31%	1,704,981	2,327,549
Utilities:							
Water/Sewerage	21,097	132,343	130,000	(2,343)	101.80%	102,603	139,338
Natural Gas	364	4,812	14,760	9,948	32.60%	10,425	10,925
Electricity	316,450	1,663,722	2,019,410	355,688	82.39%	1,505,596	1,839,593
Propane	50	26,644	118,550	91,906	22.47%	25,316	35,519
Gasoline	18,493	124,051	386,787	262,736	32.07%	132,689	165,530
Stormwater	1,526	7,588	10,110	2,522	75.05%	7,175	8,690
Customer Service Fee	270	1,297	1,690	393	76.75%	1,258	1,511
Total Utilities	358,250	1,960,457	2,681,307	720,850	73.12%	1,785,062	2,201,106
Supplies	112,332	2,310,283	2,856,248	545,965	80.89%	1,426,382	1,850,531
Capital Outlay:							
Property (Land and Buildings)	42,904	5,412,134	6,369,511	957,377	84.97%	4,523,941	7,211,505
Machinery and Equipment	20,484	72,898	338,314	265,416	21.55%	267,911	335,727
Capital Outlay - Reclass to Balance Sheet	(63,388)	(6,527,652)	(34,698)	6,492,954	18,812.76%	(4,734,018)	(7,534,251)
Total Capital Outlay		(1,042,620)	6,673,127	7,715,747	(15.62%)	57,834	12,981
Depreciation Expense		2,985,258	4,384,680	1,399,422	68.08%	3,716,153	4,460,050
Bad Debt		78,087	108,980	30,893	71.65%	133,821	156,007
Inter-Departmental Charges	135,100	1,073,197	1,177,655	104,458	91.13%	978,938	1,180,807
Miscellaneous			106,765	106,765			20,975
TOTAL OPERATING EXPENSE	**1,192,692**	**13,495,846**	**28,884,211**	**15,388,365**	**46.72%**	**14,275,360**	**17,973,791**
OPERATING INCOME (LOSS)	**1,258,406**	**11,844,570**	**1,128,499**	**10,716,071**	**1,049.59%**	**8,174,182**	**11,444,351**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect		5,000	5,000		100.00%		
Total Operating - Categorical		5,000	5,000		100.00%		
Direct							
GEFA Loan Forgiveness Grant							6,510
Total Direct					0.00%		6,510
Total State Government Grants		5,000	5,000		100.00%		6,510
Total Intergovernmental revenue		5,000	5,000		100.00%		6,510
Total Intergovernmental - net		5,000	5,000		100.00%		6,510
Interest Income							
Bank Account Interest	1,832	51,268		51,268		40,373	51,434
Unrealized Gain/Loss on Investments	(15,622)	25,157		25,157		(40,584)	(62,582)
Total Interest/Investment Income	(13,790)	76,425		76,425		(211)	(11,148)
Interest Expense	(43,188)	(1,272,584)	(1,181,890)	(90,694)	107.67%	(4,065,731)	(1,784,507)
Total principal and interest expense	(43,188)	(1,272,584)	(1,181,890)	(90,694)	107.67%	(4,065,731)	(1,784,507)
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	1,225	15,002		15,002		43,032	43,032

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Total gain (loss) on sale of capital assets	1,225	15,002		15,002		43,032	43,032
TOTAL NON-OPERATING INCOME (EXPENSE)	**(55,753)**	**(1,176,157)**	**(1,176,890)**	**733**	**99.94%**	**(4,022,910)**	**(1,746,113)**
INCOME (LOSS) BEFORE TRANSFERS	**1,202,653**	**10,668,413**	**(48,391)**	**10,716,804**	**(22,046.28...**	**4,151,272**	**9,698,238**
TRANSFERS							
Transfers - out	(396,898)	(2,779,442)	(3,952,160)	1,172,718	70.33%	(2,240,482)	(2,813,870)
TOTAL TRANSFERS - NET	**(396,898)**	**(2,779,442)**	**(3,952,160)**	**1,172,718**	**70.33%**	**(2,240,482)**	**(2,813,870)**
CHANGE IN NET POSITION	**$805,755**	**$7,888,971**	**($4,000,551)**	**$11,889,522**	**(197.20%)**	**$1,910,790**	**$6,884,368**
CONTROL TOTALS							
Total Revenues	$2,438,531	$25,436,844	$30,017,710	($4,580,866)	84.74%	$22,492,362	$29,456,537
Total Expenditures	1,632,778	17,547,872	34,018,260	16,470,388	51.58%	20,581,571	22,572,169
Revenues less expenditures	805,753	7,888,972	(4,000,550)	(11,889,522)	(197.20%)	1,910,791	6,884,368
Difference	$2	($1)	($1)		100.00%	($1)	

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING REVENUE							
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Sale of Recycled Materials						$8,479	
Fees - Electric Residential Service	1,239,128	16,854,313	20,123,566	(3,269,253)	83.75%	13,576,573	17,821,233
Fees - Electric Commercial Service	1,476,973	16,371,824	20,526,121	(4,154,297)	79.76%	13,748,221	18,086,561
Fees - Electric Industrial Service	697,888	7,088,395	8,129,452	(1,041,057)	87.19%	5,896,086	7,827,256
Fees - Electric Fuel Adjustment	577,073	6,931,235	8,427,273	(1,496,038)	82.25%	5,363,991	7,118,640
Fees - Electric Temporary Service	300	1,500	5,000	(3,500)	30.00%	2,700	3,000
Fees - Pole Rental Current Year	1,501	145,456	253,000	(107,544)	57.49%	293,503	304,278
ECCR Adjustment	108,882	1,307,780	1,590,052	(282,272)	82.25%	1,433,474	1,764,540
Total utilities / enterprise charges and fees	4,101,745	48,700,503	59,054,464	(10,353,961)	82.47%	40,323,027	52,925,508
Other fees							
General Fund-Customer Service -Charges for Serv- -	61,662	588,404	705,850	(117,446)	83.36%	541,023	709,517
Pole Installation	1,087	9,495	10,000	(505)	94.95%	4,550	4,550
After Hours Service Fee	1,600	12,825	25,000	(12,175)	51.30%	25,139	26,539
Connection Fees	23,990	179,025	200,000	(20,975)	89.51%	159,630	195,350
Surge Protection Fees	400	4,003	4,800	(797)	83.40%	3,743	4,896
Reconnect Fees	17,295	177,210	205,000	(27,790)	86.44%	125,250	154,775
Underground Trenching	5,590	81,750	30,000	51,750	272.50%	10,466	29,566
UGA Contracted Services						616	616
Credit Card Fees	(2)	(2)		(2)			
Power Resoration Aid		37,352	75,000	(37,648)	49.80%		
Total other fees	111,622	1,090,062	1,255,650	(165,588)	86.81%	870,417	1,125,809
Other charges for services							
Returned Check Fees	2,275	19,530	23,000	(3,470)	84.91%	19,170	22,200
Delinquent Penalties	142,358	1,408,325	863,530	544,795	163.09%	1,306,826	1,549,288
Total other charges for services	144,633	1,427,855	886,530	541,325	161.06%	1,325,996	1,571,488
TOTAL CHARGES FOR SERVICES	**4,358,000**	**51,218,420**	**61,196,644**	**(9,978,224)**	**83.69%**	**42,519,440**	**55,622,805**
RENTS AND ROYALTIES							
Sale of Excess Capacity	501	6,977	300,000	(293,023)	2.33%	274,270	287,291
Third-party Sales	54,677	669,510	755,790	(86,280)	88.58%	800,721	946,318
Equipment Rental Fees		12,645	14,000	(1,355)	90.32%	12,645	15,173
MEAG Refunding Flexible Operating	501	6,977		6,977		274,271	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	19	72		72		(1,087)	(1,074)
Misc Revenue	562	54,840	37,000	17,840	148.22%	2,867,705	2,891,429
TOTAL RENTS AND ROYALTIES	**56,260**	**764,659**	**1,856,790**	**(1,092,131)**	**41.18%**	**4,239,551**	**5,317,556**
TOTAL OPERATING REVENUE	**4,414,260**	**51,983,079**	**63,053,434**	**(11,070,355)**	**82.44%**	**46,758,991**	**60,940,361**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	260,055	2,666,127	3,639,664	973,537	73.25%	2,249,649	2,856,880
Employee Benefits	73,348	798,690	1,502,508	703,818	53.16%	1,345,983	1,597,562

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Allocated Payroll Costs	(19,693)	(196,930)	(236,316)	(39,386)	83.33%	(177,857)	(213,428)
Total Personal Services and Employee Benefits	313,710	3,267,887	4,905,856	1,637,969	66.61%	3,417,775	4,241,014
Purchased or Contracted Services	260,234	2,624,137	3,163,961	539,824	82.94%	2,057,660	2,672,637
Utilities:							
Water/Sewerage	404	1,994	2,441	447	81.69%	2,146	2,912
Natural Gas	46	445	750	305	59.33%	419	507
Electricity	7,144	35,705	41,435	5,730	86.17%	30,135	34,774
Gasoline	12,963	81,549	181,230	99,681	45.00%	119,903	147,576
Stormwater	751	4,063	5,295	1,232	76.73%	3,877	4,695
Customer Service Fee	14	95	83	(12)	114.46%	98	117
Total Utilities	21,322	123,851	231,234	107,383	53.56%	156,578	190,581
Supplies	16,030	294,007	511,431	217,424	57.49%	157,643	275,016
Electricity for Resale	4,035,305	36,581,042	43,734,558	7,153,516	83.64%	35,797,076	43,409,917
Capital Outlay:							
Property (Land and Buildings)	138,868	1,297,774	3,687,104	2,389,330	35.20%	1,311,979	2,622,490
Machinery and Equipment	579,947	762,501	1,676,560	914,059	45.48%	252,280	281,752
Capital Outlay - Reclass to Balance Sheet	(718,815)	(2,029,186)		2,029,186		(1,511,398)	(2,902,086)
Total Capital Outlay		31,089	5,363,664	5,332,575	0.58%	52,861	2,156
Depreciation Expense		573,771	1,220,290	646,519	47.02%	1,126,138	1,354,127
Bad Debt		166,556	232,450	65,894	71.65%	280,917	327,490
Inter-Departmental Charges	70,525	713,250	845,258	132,008	84.38%	826,334	999,977
TOTAL OPERATING EXPENSE	**4,717,126**	**44,375,590**	**60,208,702**	**15,833,112**	**73.70%**	**43,872,982**	**53,472,915**
OPERATING INCOME (LOSS)	**(302,866)**	**7,607,489**	**2,844,732**	**4,762,757**	**267.42%**	**2,886,009**	**7,467,446**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	29,571	341,784		341,784		269,358	339,344
Dividends	121,927	1,173,554		1,173,554		585,961	781,714
Unrealized Gain/Loss on Investments	(295,603)	94,560		94,560		(213,078)	(538,053)
Total Interest/Investment Income	(144,105)	1,609,898		1,609,898		642,241	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
Gain (loss) on sale of capital assets							
Gain / Loss on Sale of Assets	5,315	5,315		5,315			
Total gain (loss) on sale of capital assets	5,315	5,315		5,315			
TOTAL NON-OPERATING INCOME (EXPENSE)	**(138,790)**	**1,622,577**		**1,622,577**		**647,381**	**588,145**
INCOME (LOSS) BEFORE TRANSFERS	**(441,656)**	**9,230,066**	**2,844,732**	**6,385,334**	**324.46%**	**3,533,390**	**8,055,591**
TRANSFERS							
Transfers - out	(788,168)	(7,881,679)	(9,451,065)	1,569,386	83.39%	(7,330,000)	(8,796,000)
TOTAL TRANSFERS - NET	**(788,168)**	**(7,881,679)**	**(9,451,065)**	**1,569,386**	**83.39%**	**(7,330,000)**	**(8,796,000)**
CHANGE IN NET POSITION	**($1,229,824)**	**$1,348,387**	**($6,606,333)**	**$7,954,720**	**(20.41%)**	**($3,796,610)**	**($740,409)**
CONTROL TOTALS							
Total Revenues	$4,275,467	$53,605,656	$63,053,434	($9,447,778)	85.02%	$47,406,372	$61,528,508
Total Expenditures	5,505,293	52,257,270	69,659,766	17,402,496	75.02%	51,202,981	62,268,916
Revenues less expenditures	(1,229,826)	1,348,386	(6,606,332)	(7,954,718)	(20.41%)	(3,796,609)	(740,408)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Difference	$2	$1	($1)	($2)	(100.00%)	($1)	($1)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Fees - Collection - Residential	$244,070	$2,402,417	$3,271,350	($868,933)	73.44%	$2,128,772	$2,813,943
Fees - Collection - Commercial	110,060	1,045,568	1,220,575	(175,007)	85.66%	888,139	1,180,860
Fees - Transfer Station	143,964	1,244,993	1,714,000	(469,007)	72.64%	1,337,955	1,587,379
Fees - Special Handling	2,955	15,345	22,050	(6,705)	69.59%	13,865	16,760
Fees - Rolloff Containers	72,400	650,689	654,942	(4,253)	99.35%	490,941	645,843
Fees - Yard Waste Disposal	73,761	725,780	895,730	(169,950)	81.03%	642,921	849,662
Fees - Yard Waste Special Handling	(21)	(339)		(339)		(195)	(278)
Sale of Recycled Materials	1,124	12,107		12,107		23,232	26,131
Permit Fees - Commercial Hauler		2,900	3,000	(100)	96.67%	2,400	3,200
Fees - Landfill Use	264,338	2,181,295	2,300,000	(118,705)	94.84%	1,940,476	2,455,399
Total utilities / enterprise charges and fees	912,651	8,280,755	10,081,647	(1,800,892)	82.14%	7,468,506	9,578,899
Other fees							
Landfill Capital Surcharge Fee	8,158	69,385	66,516	2,869	104.31%	67,329	84,252
Landfill Closure Surcharge Fee	8,141	69,369	66,516	2,853	104.29%	65,692	82,616
Container Fees	4,020	41,340	44,605	(3,265)	92.68%	37,320	44,880
Total other fees	20,319	180,094	177,637	2,457	101.38%	170,341	211,748
Other charges for services							
Returned Check Fees	60	270		270		30	60
Delinquent Penalties			147,420	(147,420)			
Total other charges for services	60	270	147,420	(147,150)	0.18%	30	60
TOTAL CHARGES FOR SERVICES	**933,030**	**8,461,119**	**10,406,704**	**(1,945,585)**	**81.30%**	**7,638,877**	**9,790,707**
RENTS AND ROYALTIES							
Settlements from Insurance Claims		744		744		1,118	1,454
Settlements from Insurance Claims		420,203		420,203			13
Misc Revenue	69	15,338		15,338		351	351
TOTAL RENTS AND ROYALTIES	**69**	**436,285**		**436,285**		**1,469**	**1,818**
TOTAL OPERATING REVENUE	**933,099**	**8,897,404**	**10,406,704**	**(1,509,300)**	**85.50%**	**7,640,346**	**9,792,525**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	133,953	1,359,726	1,740,012	380,286	78.14%	1,273,746	1,571,899
Employee Benefits	37,204	427,830	899,205	471,375	47.58%	693,979	1,147,697
Allocated Payroll Costs	2,172	21,716	26,059	4,343	83.33%	21,003	25,204
Total Personal Services and Employee Benefits	173,329	1,809,272	2,665,276	856,004	67.88%	1,988,728	2,744,800
Purchased or Contracted Services	393,668	3,206,590	4,751,120	1,544,530	67.49%	3,333,001	5,451,622
Utilities:							
Water/Sewerage	798	3,920	7,350	3,430	53.33%	3,957	4,729
Electricity	2,764	17,169	36,750	19,581	46.72%	16,192	19,389
Gasoline	44,940	382,958	747,950	364,992	51.20%	428,211	551,157
Stormwater	702	3,488	5,000	1,512	69.76%	3,298	3,995
Customer Service Fee	47	229	350	121	65.43%	228	273
Total Utilities	49,251	407,764	797,400	389,636	51.14%	451,886	579,543
Supplies	8,165	102,685	331,973	229,288	30.93%	158,669	229,900
Capital Outlay:							
Property (Land and Buildings)		268,030	200,000	(68,030)	134.02%		
Machinery and Equipment	460,923	590,134	1,379,476	789,342	42.78%	901,283	901,283

INTERIM STATEMENTS by Fund
540-Solid Waste Utility Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Capital Outlay - Reclass to Balance Sheet	(460,923)	(858,164)	(11,247)	846,917	7,630.16%	(901,283)	(901,283)
Total Capital Outlay			1,568,229	1,568,229			
Depreciation Expense		415,727	667,520	251,793	62.28%	672,070	813,561
Bad Debt		28,432	39,680	11,248	71.65%	44,915	52,362
Inter-Departmental Charges	63,599	543,915	614,360	70,445	88.53%	591,285	720,262
TOTAL OPERATING EXPENSE	**688,012**	**6,514,385**	**11,435,558**	**4,921,173**	**56.97%**	**7,240,554**	**10,592,050**
OPERATING INCOME (LOSS)	**245,087**	**2,383,019**	**(1,028,854)**	**3,411,873**	**(231.62%)**	**399,792**	**(799,525)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Intergovernmental - Exp	(19,299)	(57,709)	(151,000)	93,291	38.22%	(90,619)	(122,723)
Total Intergovernmental - net	(19,299)	(57,709)	(151,000)	93,291	38.22%	(90,619)	(122,723)
Interest Income							
Dividends	4,270	21,079		21,079		9,269	9,988
P-Card Rebate Program		6,413		6,413		8,942	8,942
Unrealized Gain/Loss on Investments	(5,474)	2,269		2,269		(5,214)	(8,698)
Total Interest/Investment Income	(1,204)	29,761		29,761		12,997	10,232
Principal	(6,091)	(60,104)	(76,191)	16,087	78.89%	(45,620)	
Interest Expense	(3,783)	(41,827)	(66,581)	24,754	62.82%	(48,209)	(57,632)
Total principal and interest expense	(9,874)	(101,931)	(142,772)	40,841	71.39%	(93,829)	(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		57,017		57,017			
GMA Lease Proceeds	1,240,723	1,240,723	1,240,723		100.00%	828,500	
Total gain (loss) on sale of capital assets	1,240,723	1,297,740	1,240,723	57,017	104.60%	828,500	
TOTAL NON-OPERATING INCOME (EXPENSE)	**1,210,346**	**1,167,861**	**946,951**	**220,910**	**123.33%**	**662,158**	**(165,014)**
INCOME (LOSS) BEFORE TRANSFERS	**1,455,433**	**3,550,880**	**(81,903)**	**3,632,783**	**(4,335.47%)**	**1,061,950**	**(964,539)**
TRANSFERS							
Transfers - in							55,893
TOTAL TRANSFERS - NET							**55,893**
CHANGE IN NET POSITION	**$1,455,433**	**$3,550,880**	**($81,903)**	**$3,632,783**	**(4,335.47%)**	**$1,061,950**	**($908,646)**
CONTROL TOTALS							
Total Revenues	$2,172,616	$10,224,904	$11,647,427	($1,422,523)	87.79%	$8,486,952	$9,863,757
Total Expenditures	717,186	6,674,023	11,729,330	5,055,307	56.90%	7,425,003	10,772,403
Revenues less expenditures	1,455,430	3,550,881	(81,903)	(3,632,784)	(4,335.47%)	1,061,949	(908,646)
Difference	$3	($1)		$1	0.00%	$1	

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	35,439	348,690	442,469	(93,779)	78.81%	305,029	404,166
Stormwater - Residential Lower Tier	19,673	192,870	226,402	(33,532)	85.19%	159,533	212,583
Stormwater - Commercial Fees	191,255	1,877,161	2,259,649	(382,488)	83.07%	1,667,125	2,171,204
Total utilities / enterprise charges and fees	246,367	2,418,990	2,928,520	(509,530)	82.60%	2,131,931	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	**246,367**	**2,418,990**	**2,972,710**	**(553,720)**	**81.37%**	**2,131,931**	**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	**246,367**	**2,419,996**	**2,972,710**	**(552,714)**	**81.41%**	**2,131,931**	**2,788,605**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	49,505	529,664	748,254	218,590	70.79%	494,417	608,654
Employee Benefits	14,125	166,694	401,404	234,710	41.53%	293,648	360,290
Allocated Payroll Costs	(2,794)	(27,941)	(33,529)	(5,588)	83.33%	(25,314)	(30,377)
Total Personal Services and Employee Benefits	60,836	668,417	1,116,129	447,712	59.89%	762,751	938,567
Purchased or Contracted Services	22,301	207,793	345,096	137,303	60.21%	197,056	251,622
Utilities:							
Water/Sewerage	203	1,832	2,750	918	66.62%	1,030	1,588
Natural Gas	93	1,621	2,400	779	67.54%	1,578	1,881
Electricity	1,056	6,989	8,500	1,511	82.22%	6,304	7,531
Gasoline	5,749	30,100	73,834	43,734	40.77%	23,944	30,326
Stormwater	726	3,610	4,350	740	82.99%	3,414	4,135
Customer Service Fee	14	66	80	14	82.50%	65	78
Total Utilities	7,841	44,218	91,914	47,696	48.11%	36,335	45,539
Supplies	18,036	84,062	278,491	194,429	30.18%	158,821	230,001
Capital Outlay:							
Property (Land and Buildings)						749,764	749,764
Machinery and Equipment		226,909	237,694	10,785	95.46%	159,851	159,851
Capital Outlay - Reclass to Balance Sheet		(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%	423,769	538,437
Bad Debt		8,519	11,890	3,371	71.65%	14,068	16,401
Inter-Departmental Charges	29,341	277,096	303,955	26,859	91.16%	218,807	275,095
TOTAL OPERATING EXPENSE	**138,355**	**1,657,802**	**2,824,399**	**1,166,597**	**58.70%**	**1,822,018**	**2,306,073**
OPERATING INCOME (LOSS)	**108,012**	**762,194**	**148,311**	**613,883**	**513.92%**	**309,913**	**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 Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Interest Income							
Bank Account Interest	227	2,269		2,269		2,269	2,722
Total Interest/Investment Income	227	2,269		2,269		2,269	2,722
Interest Expense	(3,511)	(36,098)	(46,150)	10,052	78.22%	(34,480)	(41,960)
Total principal and interest expense	(3,511)	(36,098)	(46,150)	10,052	78.22%	(34,480)	(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)	**(3,284)**	**(31,274)**	**(123,150)**	**91,876**	**25.40%**	**(39,818)**	**(63,719)**
INCOME (LOSS) BEFORE TRANSFERS	**104,728**	**730,920**	**25,161**	**705,759**	**2,904.97%**	**270,095**	**418,813**
CHANGE IN NET POSITION	**$104,728**	**$730,920**	**$25,161**	**$705,759**	**2,904.97%**	**$270,095**	**$418,813**
CONTROL TOTALS							
Total Revenues	$246,594	$2,424,821	$2,972,710	($547,889)	81.57%	$2,144,774	$2,801,902
Total Expenditures	141,866	1,693,899	2,947,547	1,253,648	57.47%	1,874,678	2,383,089
Revenues less expenditures	104,728	730,922	25,163	(705,759)	2,904.75%	270,096	418,813
Difference		($2)	($2)		100.00%	($1)	

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Utilities / enterprise charges and fees							
Telecom - Telephone Revenue	$1,147	$12,561	$52,200	($39,639)	24.06%		
Telecom - Telephone Internal Customer Fees	5,197	48,647		48,647		43,332	54,282
Total utilities / enterprise charges and fees	6,344	61,208	52,200	9,008	117.26%	43,332	54,282
Other / enterprise charges and fees							
Fiber Fees	48,317	460,285	550,000	(89,715)	83.69%	404,139	533,308
Fiber Fees - Internal Customer Fees	39,821	394,640	477,671	(83,031)	82.62%	349,613	443,118
Total other / enterprise charges and fees	88,138	854,925	1,027,671	(172,746)	83.19%	753,752	976,426
TOTAL CHARGES FOR SERVICES	**94,482**	**916,133**	**1,079,871**	**(163,738)**	**84.84%**	**797,084**	**1,030,708**
TOTAL OPERATING REVENUE	**94,482**	**916,133**	**1,079,871**	**(163,738)**	**84.84%**	**797,084**	**1,030,708**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	16,071	169,319	203,661	34,342	83.14%	101,244	132,713
Employee Benefits	4,719	51,679	96,139	44,460	53.75%	54,698	131,621
Allocated Payroll Costs	6,000	59,999	71,999	12,000	83.33%	53,106	63,727
Total Personal Services and Employee Benefits	26,790	280,997	371,799	90,802	75.58%	209,048	328,061
Purchased or Contracted Services	7,029	86,582	181,858	95,276	47.61%	70,748	85,282
Utilities:							
Gasoline	431	2,095	4,592	2,497	45.62%	1,146	1,613
Total Utilities	431	2,095	4,592	2,497	45.62%	1,146	1,613
Supplies	20,734	187,847	262,900	75,053	71.45%	207,957	255,494
Capital Outlay:							
Property (Land and Buildings)		66,899	243,310	176,411	27.50%	40,976	49,331
Machinery and Equipment						34,582	33,118
Capital Outlay - Reclass to Balance Sheet		(63,293)		63,293		(73,110)	(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%	70,798	84,958
Inter-Departmental Charges	7,859	73,944	94,304	20,360	78.41%	31,152	37,382
TOTAL OPERATING EXPENSE	**62,843**	**691,709**	**1,243,823**	**552,114**	**55.61%**	**593,297**	**795,238**
OPERATING INCOME (LOSS)	**31,639**	**224,424**	**(163,952)**	**388,376**	**(136.88%)**	**203,787**	**235,470**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**31,639**	**224,424**	**(163,952)**	**388,376**	**(136.88%)**	**203,787**	**235,470**
CHANGE IN NET POSITION	**$31,639**	**$224,424**	**($163,952)**	**$388,376**	**(136.88%)**	**$203,787**	**$235,470**
CONTROL TOTALS							
Total Revenues	$94,481	$916,134	$1,079,871	($163,737)	84.84%	$797,084	$1,030,708
Total Expenditures	62,843	691,710	1,243,822	552,112	55.61%	593,298	795,238
Revenues less expenditures	31,638	224,424	(163,951)	(388,375)	(136.88%)	203,786	235,470
Difference	$1		($1)	($1)	0.00%	$1	

INTERIM STATEMENTS by Fund

591-Golf Course Fund

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Streets and public improvements		$323		$323		$107	$219
Other / enterprise charges and fees							
Green Fees	22,935	207,678	218,000	(10,322)	95.27%	209,507	315,258
Handicap Fees	35	735	800	(65)	91.88%		
Golf Cart Rentals	36,691	284,313	198,000	86,313	143.59%	154,153	165,976
Merchandise Sales	2,139	27,601	48,000	(20,399)	57.50%	45,137	56,542
Driving Range Fees	3,640	23,399	22,000	1,399	106.36%	19,622	25,227
Membership Fees	4,550	38,400	20,000	18,400	192.00%	25,550	37,100
Food & Beverage	3,839	28,472	33,000	(4,528)	86.28%	26,860	33,175
Beer Sales	1,413	16,451	14,000	2,451	117.51%	13,080	19,365
Pull Cart Rentals		40	1,000	(960)	4.00%		
Tournament Fees	(1,780)	26,734	18,000	8,734	148.52%	29,407	45,474
Golf Balls	3,865	15,724		15,724			
Total other / enterprise charges and fees	77,327	669,547	572,800	96,747	116.89%	523,316	698,117
TOTAL CHARGES FOR SERVICES	**77,327**	**669,870**	**572,800**	**97,070**	**116.95%**	**523,423**	**698,336**
RENTS AND ROYALTIES							
Equipment Rental Fees	280	990		990		720	1,000
Cash Over/Short	(16)	332		332		229	519
Misc Revenue		(5,533)		(5,533)		248	248
TOTAL RENTS AND ROYALTIES	**264**	**(4,211)**		**(4,211)**		**1,197**	**1,767**
TOTAL OPERATING REVENUE	**77,591**	**665,659**	**572,800**	**92,859**	**116.21%**	**524,620**	**700,103**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	31,831	320,090	398,965	78,875	80.23%	300,760	376,345
Employee Benefits	6,792	78,303	162,256	83,953	48.26%	121,521	167,365
Allocated Payroll Costs	(2,387)	(23,874)	(28,649)	(4,775)	83.33%	(22,959)	(27,551)
Total Personal Services and Employee Benefits	36,236	374,519	532,572	158,053	70.32%	399,322	516,159
Purchased or Contracted Services	15,917	123,877	155,393	31,516	79.72%	93,656	135,681
Utilities:							
Water/Sewerage	463	2,620	3,500	880	74.86%	2,819	3,445
Electricity	1,860	11,060	10,400	(660)	106.35%	7,503	9,995
Gasoline	1,687	24,009	39,296	15,287	61.10%	22,882	30,896
Stormwater	1,563	7,771	9,330	1,559	83.29%	7,348	8,900
Customer Service Fee	7	33	40	7	82.50%	33	39
Total Utilities	5,580	45,493	62,566	17,073	72.71%	40,585	53,275
Supplies	10,535	109,624	159,749	50,125	68.62%	113,253	156,116
Capital Outlay:							
Property (Land and Buildings)						9,818	9,818
Machinery and Equipment	19,953	29,700	29,700		100.00%	85,997	85,997
Capital Outlay - Reclass to Balance Sheet	(19,953)	(29,700)		29,700		(95,815)	(95,815)
Total Capital Outlay			29,700	29,700			
Depreciation Expense		38,005	48,540	10,535	78.30%	50,207	60,927
Inter-Departmental Charges	19,188	193,943	228,936	34,993	84.71%	131,673	158,007
TOTAL OPERATING EXPENSE	**87,456**	**885,461**	**1,217,456**	**331,995**	**72.73%**	**828,696**	**1,080,165**
OPERATING INCOME (LOSS)	**(9,865)**	**(219,802)**	**(644,656)**	**424,854**	**34.10%**	**(304,076)**	**(380,062)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Contributions and donations							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	**(9,865)**	**(218,959)**	**(644,656)**	**425,697**	**33.97%**	**(303,254)**	**(379,240)**
TRANSFERS							
Transfers - in			596,116	(596,116)			559,665
TOTAL TRANSFERS - NET			**596,116**	**(596,116)**			**559,665**
CHANGE IN NET POSITION	**($9,865)**	**($218,959)**	**($48,540)**	**($170,419)**	**451.09%**	**($303,254)**	**$180,425**
CONTROL TOTALS							
Total Revenues	$77,590	$666,503	$1,168,916	($502,413)	57.02%	$525,443	$1,260,590
Total Expenditures	87,456	885,463	1,217,456	331,993	72.73%	828,695	1,080,164
Revenues less expenditures	(9,866)	(218,960)	(48,540)	170,420	451.09%	(303,252)	180,426
Difference	$1	$1		($1)	0.00%	($2)	($1)

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$123,795	$901,122	$1,186,895	($285,773)	75.92%	$890,966	$1,071,380
Total general government	123,795	901,122	1,186,895	285,773	75.92%	890,966	1,071,380
Utilities / enterprise charges and fees							
Sale of Recycled Materials	1,194	62,072		62,072		7,133	7,133
Total utilities / enterprise charges and fees	1,194	62,072		62,072		7,133	7,133
TOTAL CHARGES FOR SERVICES	**124,989**	**963,194**	**1,186,895**	**(223,701)**	**81.15%**	**898,099**	**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	**124,989**	**963,194**	**1,189,395**	**(226,201)**	**80.98%**	**898,268**	**1,078,682**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	31,672	344,720	473,855	129,135	72.75%	300,882	374,913
Employee Benefits	8,844	99,662	211,782	112,120	47.06%	157,808	182,100
Total Personal Services and Employee Benefits	40,516	444,382	685,637	241,255	64.81%	458,690	557,013
Purchased or Contracted Services	8,872	63,737	83,210	19,473	76.60%	43,298	64,472
Utilities:							
Water/Sewerage	5,379	12,872	7,600	(5,272)	169.37%	4,988	7,892
Natural Gas	593	7,051	13,000	5,949	54.24%	8,255	9,510
Electricity	3,490	19,020	24,358	5,338	78.09%	16,480	19,991
Gasoline	1,085	4,599	9,095	4,496	50.57%	3,918	5,062
Stormwater	862	4,283	5,135	852	83.41%	4,050	4,906
Customer Service Fee	20	98	118	20	83.05%	98	117
Total Utilities	11,429	47,923	59,306	11,383	80.81%	37,789	47,478
Supplies	69,205	685,451	735,650	50,199	93.18%	705,539	877,435
Capital Outlay:							
Machinery and Equipment		55,160	62,000	6,840	88.97%	132,065	132,065
Capital Outlay - Reclass to Balance Sheet		(55,160)		55,160		(132,065)	(132,065)
Total Capital Outlay			62,000	62,000			
Depreciation Expense			45,420	45,420		54,173	65,103
Inter-Departmental Charges	10,575	155,747	126,896	(28,851)	122.74%	135,129	161,947
TOTAL OPERATING EXPENSE	**140,597**	**1,397,240**	**1,798,119**	**400,879**	**77.71%**	**1,434,618**	**1,773,448**
OPERATING INCOME (LOSS)	**(15,608)**	**(434,046)**	**(608,724)**	**174,678**	**71.30%**	**(536,350)**	**(694,766)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(15,608)**	**(434,046)**	**(608,724)**	**174,678**	**71.30%**	**(536,350)**	**(694,766)**
TRANSFERS							
Transfers - in			563,304	(563,304)			537,324
TOTAL TRANSFERS - NET			**563,304**	**(563,304)**			**537,324**
CHANGE IN NET POSITION	**($15,608)**	**($434,046)**	**($45,420)**	**($388,626)**	**955.63%**	**($536,350)**	**($157,442)**
CONTROL TOTALS							
Total Revenues	$124,989	$963,194	$1,752,699	($789,505)	54.95%	$898,268	$1,616,006
Total Expenditures	140,597	1,397,240	1,798,119	400,879	77.71%	1,434,617	1,773,447
Revenues less expenditures	(15,608)	(434,046)	(45,420)	388,626	955.63%	(536,349)	(157,441)
Difference					0.00%	($1)	($1)

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	4/30/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
General government:							
Motor pool charges	$123,795	$901,122	$1,186,895	($285,773)	75.92%	$890,966	$1,071,380
Total general government	123,795	901,122	1,186,895	285,773	75.92%	890,966	1,071,380
Utilities / enterprise charges and fees							
Sale of Recycled Materials	1,194	62,072		62,072		7,133	7,133
Total utilities / enterprise charges and fees	1,194	62,072		62,072		7,133	7,133
TOTAL CHARGES FOR SERVICES	**124,989**	**963,194**	**1,186,895**	**(223,701)**	**81.15%**	**898,099**	**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	**124,989**	**963,194**	**1,189,395**	**(226,201)**	**80.98%**	**898,268**	**1,078,682**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	31,672	344,720	473,855	129,135	72.75%	300,882	374,913
Employee Benefits	8,844	99,662	211,782	112,120	47.06%	157,808	182,100
Total Personal Services and Employee Benefits	40,516	444,382	685,637	241,255	64.81%	458,690	557,013
Purchased or Contracted Services	8,872	63,737	83,210	19,473	76.60%	43,298	64,472
Utilities:							
Water/Sewerage	5,379	12,872	7,600	(5,272)	169.37%	4,988	7,892
Natural Gas	593	7,051	13,000	5,949	54.24%	8,255	9,510
Electricity	3,490	19,020	24,358	5,338	78.09%	16,480	19,991
Gasoline	1,085	4,599	9,095	4,496	50.57%	3,918	5,062
Stormwater	862	4,283	5,135	852	83.41%	4,050	4,906
Customer Service Fee	20	98	118	20	83.05%	98	117
Total Utilities	11,429	47,923	59,306	11,383	80.81%	37,789	47,478
Supplies	69,205	685,451	735,650	50,199	93.18%	705,539	877,435
Capital Outlay:							
Machinery and Equipment		55,160	62,000	6,840	88.97%	132,065	132,065
Capital Outlay - Reclass to Balance Sheet		(55,160)		55,160		(132,065)	(132,065)
Total Capital Outlay			62,000	62,000			
Depreciation Expense			45,420	45,420		54,173	65,103
Inter-Departmental Charges	10,575	155,747	126,896	(28,851)	122.74%	135,129	161,947
TOTAL OPERATING EXPENSE	**140,597**	**1,397,240**	**1,798,119**	**400,879**	**77.71%**	**1,434,618**	**1,773,448**
OPERATING INCOME (LOSS)	**(15,608)**	**(434,046)**	**(608,724)**	**174,678**	**71.30%**	**(536,350)**	**(694,766)**
Intergovernmental							
INCOME (LOSS) BEFORE TRANSFERS	**(15,608)**	**(434,046)**	**(608,724)**	**174,678**	**71.30%**	**(536,350)**	**(694,766)**
TRANSFERS							
Transfers - in			563,304	(563,304)			537,324
TOTAL TRANSFERS - NET			**563,304**	**(563,304)**			**537,324**
CHANGE IN NET POSITION	**($15,608)**	**($434,046)**	**($45,420)**	**($388,626)**	**955.63%**	**($536,350)**	**($157,442)**
CONTROL TOTALS							
Total Revenues	$124,989	$963,194	$1,752,699	($789,505)	54.95%	$898,268	$1,616,006
Total Expenditures	140,597	1,397,240	1,798,119	400,879	77.71%	1,434,617	1,773,447
Revenues less expenditures	(15,608)	(434,046)	(45,420)	388,626	955.63%	(536,349)	(157,441)
Difference					0.00%	($1)	($1)

FISCAL YEAR 2024			Variance with	PRIOR FYTD	
Actual		Amended	Amended Budget	4/30/2023	6/30/2023
MTD	FYTD	Budget	$ Over / (Under) %	Actual	Actual

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$34,004	$166,373	$172,610	($6,237)	96.39%	$125,891	$149,764
Fuel Sales - Jet A	13,481	109,976	176,700	(66,724)	62.24%	142,249	166,035
Airport Services - Tug Fees		1,090		1,090		210	240
Total other / enterprise charges and fees	47,485	277,439	349,310	(71,871)	79.42%	268,350	316,039
Other fees							
Fuel Flowage Fees	2,880	21,520	22,400	(880)	96.07%	19,120	24,800
Overnight Fees		190	300	(110)	63.33%	210	240
Total other fees	2,880	21,710	22,700	(990)	95.64%	19,330	25,040
TOTAL CHARGES FOR SERVICES	**50,365**	**299,149**	**372,010**	**(72,861)**	**80.41%**	**287,680**	**341,079**
RENTS AND ROYALTIES							
Property Rental							1,200
AMR from MEAG Trust	900	9,125	9,780	(655)	93.30%	7,335	9,016
T-Hangar Rentals	1,025	9,325	11,880	(2,555)	78.49%	8,780	10,830
Tie Down Rentals	225	1,200	1,000	200	120.00%	900	1,100
Ground Leases	11,689	118,335	142,367	(24,032)	83.12%	106,056	129,434
Misc Revenue		130		130			
TOTAL RENTS AND ROYALTIES	**13,839**	**138,115**	**165,027**	**(26,912)**	**83.69%**	**123,071**	**151,580**
TOTAL OPERATING REVENUE	**64,204**	**437,264**	**537,037**	**(99,773)**	**81.42%**	**410,751**	**492,659**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	18,431	194,723	246,024	51,301	79.15%	139,313	175,091
Employee Benefits	4,799	53,783	119,331	65,548	45.07%	68,294	93,424
Total Personal Services and Employee Benefits	23,230	248,506	365,355	116,849	68.02%	207,607	268,515
Purchased or Contracted Services	15,680	155,184	201,798	46,614	76.90%	110,923	161,509
Utilities:							
Water/Sewerage	472	2,029	2,750	721	73.78%	2,190	2,533
Natural Gas	228	2,606	4,050	1,444	64.35%	3,185	3,589
Electricity	1,432	8,585	15,000	6,415	57.23%	10,559	12,571
Gasoline	687	4,288	7,344	3,056	58.39%	4,273	5,920
Stormwater	4,801	23,620	27,960	4,340	84.48%	22,316	27,021
Customer Service Fee	91	436	595	159	73.28%	478	569
Total Utilities	7,711	41,564	57,699	16,135	72.04%	43,001	52,203
Supplies	62,257	255,384	335,835	80,451	76.04%	220,584	266,696
Capital Outlay:							
Property (Land and Buildings)	2,500	33,670	2,516,666	2,482,996	1.34%	166,368	232,056
Machinery and Equipment		8,441		(8,441)			
Capital Outlay - Reclass to Balance Sheet	2,500	(37,111)		37,111		(166,368)	(232,056)
Total Capital Outlay	5,000	5,000	2,516,666	2,511,666	0.20%		
Depreciation Expense		82,201	138,200	55,999	59.48%	117,066	140,391
Inter-Departmental Charges	20,368	203,685	244,421	40,736	83.33%	234,349	281,218
Miscellaneous	4,568	22,418	50,139	27,721	44.71%	18,550	21,750
TOTAL OPERATING EXPENSE	**138,814**	**1,013,942**	**3,910,113**	**2,896,171**	**25.93%**	**952,080**	**1,192,282**
OPERATING INCOME (LOSS)	**(74,610)**	**(576,678)**	**(3,373,076)**	**2,796,398**	**17.10%**	**(541,329)**	**(699,623)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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		23,070	10,542
Net Capital		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
Total Federal Government Grants		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
State Government Grants							
Operating - Categorical							
Indirect		8,000	8,000		100.00%		
Total Operating - Categorical		8,000	8,000		100.00%		
Capital							
Direct (CDBG Grant Proceeds)		23,914	110,625	(86,711)	21.62%	117,030	118,704
Total Capital		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
Total State Government Grants		31,914	118,625	(86,711)	26.90%	117,030	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		71,769	2,709,695	(2,637,926)	2.65%	171,125	151,132
Intergovernmental - Exp	(8,000)	(8,000)	(8,000)		100.00%		
Total Intergovernmental - net	(8,000)	63,769	2,701,695	(2,637,926)	2.36%	171,125	151,132
Interest Income							
Bank Account Interest	880	15,777		15,777		7,999	10,206
Total Interest/Investment Income	880	15,777		15,777		7,999	10,206
Interest Expense	(1,320)	(126,694)	(140,380)	13,686	90.25%	(136,715)	(123,299)
Total principal and interest expense	(1,320)	(126,694)	(140,380)	13,686	90.25%	(136,715)	(123,299)
Contributions and donations							
Contributions & Donations	10,000	43,842		43,842		10,206	22,988
Total contributions and donations	10,000	43,842		43,842		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)	**1,560**	**(2,421)**	**2,561,315**	**(2,563,736)**	**(0.09%)**	**52,615**	**61,027**
INCOME (LOSS) BEFORE TRANSFERS	**(73,050)**	**(579,099)**	**(811,761)**	**232,662**	**71.34%**	**(488,714)**	**(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	**($73,050)**	**($579,099)**	**$304,995**	**($884,094)**	**(189.87%)**	**($488,714)**	**$61,356**
CONTROL TOTALS							
Total Revenues	$75,083	$569,535	$4,363,488	($3,793,953)	13.05%	$600,080	$1,126,362
Total Expenditures	148,134	1,148,635	4,058,492	2,909,857	28.30%	1,088,795	1,065,008
Revenues less expenditures	(73,051)	(579,100)	304,996	884,096	(189.87%)	(488,715)	61,354

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
Difference	$1	$1	($1)	($2)	(100.00%)	$1	$2

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
CHARGES FOR SERVICES							
Other / enterprise charges and fees							
Fuel Sales - AVGAS	$34,004	$166,373	$172,610	($6,237)	96.39%	$125,891	$149,764
Fuel Sales - Jet A	13,481	109,976	176,700	(66,724)	62.24%	142,249	166,035
Airport Services - Tug Fees		1,090		1,090		210	240
Total other / enterprise charges and fees	47,485	277,439	349,310	(71,871)	79.42%	268,350	316,039
Other fees							
Fuel Flowage Fees	2,880	21,520	22,400	(880)	96.07%	19,120	24,800
Overnight Fees		190	300	(110)	63.33%	210	240
Total other fees	2,880	21,710	22,700	(990)	95.64%	19,330	25,040
TOTAL CHARGES FOR SERVICES	**50,365**	**299,149**	**372,010**	**(72,861)**	**80.41%**	**287,680**	**341,079**
RENTS AND ROYALTIES							
AMR from MEAG Trust	900	9,125	9,780	(655)	93.30%	7,335	9,016
T-Hangar Rentals	1,025	9,325	11,880	(2,555)	78.49%	8,780	10,830
Tie Down Rentals	225	1,200	1,000	200	120.00%	900	1,100
Ground Leases	11,689	118,335	142,367	(24,032)	83.12%	106,056	129,434
Misc Revenue		130		130			
TOTAL RENTS AND ROYALTIES	**13,839**	**138,115**	**165,027**	**(26,912)**	**83.69%**	**123,071**	**150,380**
TOTAL OPERATING REVENUE	**64,204**	**437,264**	**537,037**	**(99,773)**	**81.42%**	**410,751**	**491,459**
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	14,834	156,834	199,369	42,535	78.67%	139,313	175,091
Employee Benefits	3,844	43,840	89,320	45,480	49.08%	68,267	93,382
Total Personal Services and Employee Benefits	18,678	200,674	288,689	88,015	69.51%	207,580	268,473
Purchased or Contracted Services	8,591	109,914	163,130	53,216	67.38%	93,790	120,125
Utilities:							
Water/Sewerage	472	2,029	2,750	721	73.78%	2,190	2,533
Natural Gas	228	2,606	4,050	1,444	64.35%	3,185	3,589
Electricity	1,432	8,585	15,000	6,415	57.23%	10,559	12,571
Gasoline	687	4,288	7,344	3,056	58.39%	4,273	5,920
Stormwater	4,629	23,007	27,000	3,993	85.21%	21,755	26,350
Customer Service Fee	74	367	475	108	77.26%	390	468
Total Utilities	7,522	40,882	56,619	15,737	72.21%	42,352	51,431
Supplies	61,614	248,898	329,235	80,337	75.60%	217,391	256,976
Capital Outlay:							
Property (Land and Buildings)		31,170	2,266,666	2,235,496	1.38%	166,368	232,056
Machinery and Equipment		8,441		(8,441)			
Capital Outlay - Reclass to Balance Sheet		(39,611)		39,611		(166,368)	(232,056)
Total Capital Outlay			2,266,666	2,266,666			
Depreciation Expense		82,201	138,200	55,999	59.48%	117,066	140,391
Inter-Departmental Charges	5,287	52,873	63,448	10,575	83.33%	52,007	62,408
Miscellaneous		81		(81)			
TOTAL OPERATING EXPENSE	**101,692**	**735,523**	**3,305,987**	**2,570,464**	**22.25%**	**730,186**	**899,804**
OPERATING INCOME (LOSS)	**(37,488)**	**(298,259)**	**(2,768,950)**	**2,470,691**	**10.77%**	**(319,435)**	**(408,345)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Federal Government Grants							
Capital							

INTERIM STATEMENTS by Fund

550-Griffin-Spalding Airport Authority Fund

For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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		23,070	10,542
Net Capital		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
Total Federal Government Grants		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
State Government Grants							
Capital							
Direct (CDBG Grant Proceeds)		23,914	110,625	(86,711)	21.62%	117,030	118,704
Total Capital		8,830	1,991,250	(1,982,420)	0.44%	23,070	53,197
Total State Government Grants		23,914	110,625	(86,711)	21.62%	117,030	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%	171,125	151,132
Total Intergovernmental - net		63,769	2,701,695	(2,637,926)	2.36%	171,125	151,132
Interest Income							
Bank Account Interest	840	15,392		15,392		7,864	9,996
Total Interest/Investment Income	840	15,392		15,392		7,864	9,996
Interest Expense	(1,320)	(126,694)	(140,380)	13,686	90.25%	(136,715)	(123,299)
Total principal and interest expense	(1,320)	(126,694)	(140,380)	13,686	90.25%	(136,715)	(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)	**(480)**	**(46,648)**	**2,561,315**	**(2,607,963)**	**(1.82%)**	**42,274**	**37,829**
INCOME (LOSS) BEFORE TRANSFERS	**(37,968)**	**(344,907)**	**(207,635)**	**(137,272)**	**166.11%**	**(277,161)**	**(370,516)**
TRANSFERS							
Transfers - in			537,770	(537,770)			449,377
TOTAL TRANSFERS - NET			**537,770**	**(537,770)**			**449,377**
CHANGE IN NET POSITION	**($37,968)**	**($344,907)**	**$330,135**	**($675,042)**	**(104.47%)**	**($277,161)**	**$78,861**
CONTROL TOTALS							
Total Revenues	$65,044	$517,308	$3,776,502	($3,259,194)	13.70%	$589,739	$1,101,964
Total Expenditures	103,013	862,216	3,446,368	2,584,152	25.02%	866,901	1,023,105
Revenues less expenditures	(37,969)	(344,908)	330,134	675,042	(104.48%)	(277,162)	78,859
Difference	$1	$1	$1		100.00%	$1	$2

INTERIM STATEMENTS by Fund
952-Main Street Program Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	6/30/2023
	MTD	FYTD	Budget	$ Over / (Under)	%	Actual	Actual
OPERATING EXPENSE							
Personal Services and Employee Benefits:							
Salaries and Wages	$3,597	$37,889	$46,654	$8,765	81.21%		
Employee Benefits	954	9,943	30,011	20,068	33.13%	28	41
Total Personal Services and Employee Benefits	4,551	47,832	76,665	28,833	62.39%	28	41
Purchased or Contracted Services	3,883	24,906	28,467	3,561	87.49%	13,614	21,042
Utilities:							
Stormwater	62	62		(62)			
Customer Service Fee	4	4		(4)			
Total Utilities	66	66		(66)			
Supplies	643	6,078	6,300	222	96.48%	3,075	9,586
Inter-Departmental Charges	8,058	80,584	96,701	16,117	83.33%	91,171	109,405
TOTAL OPERATING EXPENSE	**17,201**	**159,466**	**208,133**	**48,667**	**76.62%**	**107,888**	**140,074**
OPERATING INCOME (LOSS)	**(17,201)**	**(159,466)**	**(208,133)**	**48,667**	**76.62%**	**(107,888)**	**(140,074)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
State Government Grants							
Operating - Categorical							
Indirect		8,000	8,000		100.00%		
Total Operating - Categorical		8,000	8,000		100.00%		
Total State Government Grants		8,000	8,000		100.00%		
Total Intergovernmental revenue		8,000	8,000		100.00%		
Intergovernmental - Exp	(8,000)	(8,000)	(8,000)		100.00%		
Total Intergovernmental - net	(8,000)						
Contributions and donations							
Contributions & Donations	10,000	12,842		12,842		10,206	13,988
Total contributions and donations	10,000	12,842		12,842		10,206	13,988
TOTAL NON-OPERATING INCOME (EXPENSE)	**2,000**	**12,842**		**12,842**		**10,206**	**13,988**
INCOME (LOSS) BEFORE TRANSFERS	**(15,201)**	**(146,624)**	**(208,133)**	**61,509**	**70.45%**	**(97,682)**	**(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	**($15,201)**	**($146,624)**		**($146,624)**	**0.00%**	**($97,682)**	**$3,602**
CONTROL TOTALS							
Total Revenues	$10,000	$20,842	$216,133	($195,291)	9.64%	$10,206	$13,988
Total Expenditures	25,201	167,465	216,133	48,668	77.48%	107,888	10,386
Revenues less expenditures	(15,201)	(146,623)		146,623	0.00%	(97,682)	3,602
Difference		($1)		$1	0.00%		

INTERIM STATEMENTS by Fund
953-Downtown Development Authority Fund
For the Ten Months Ending Tuesday, April 30, 2024

	FISCAL YEAR 2024			Variance with Amended Budget		PRIOR FYTD	
	Actual		Amended			4/30/2023	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	3,206	20,365	10,200	(10,165)	199.66%	3,519	20,343
Utilities:							
Stormwater	111	551	960	409	57.40%	561	671
Customer Service Fee	14	66	120	54	55.00%	88	101
Total Utilities	125	617	1,080	463	57.13%	649	772
Supplies		408	300	(108)	136.00%	118	134
Capital Outlay:							
Property (Land and Buildings)	2,500	2,500	250,000	247,500	1.00%		
Capital Outlay - Reclass to Balance Sheet	2,500	2,500		(2,500)			
Total Capital Outlay	5,000	5,000	250,000	245,000	2.00%		
Inter-Departmental Charges	7,023	70,227	84,273	14,046	83.33%	91,171	109,405
Miscellaneous	4,568	22,337	50,139	27,802	44.55%	18,550	21,750
TOTAL OPERATING EXPENSE	**19,922**	**118,954**	**395,992**	**277,038**	**30.04%**	**114,007**	**152,404**
OPERATING INCOME (LOSS)	**(19,922)**	**(118,954)**	**(395,992)**	**277,038**	**30.04%**	**(114,007)**	**(151,204)**
NON-OPERATING INCOME (EXPENSE)							
Intergovernmental							
Interest Income							
Bank Account Interest	40	385		385		135	211
Total Interest/Investment Income	40	385		385		135	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)	**40**	**31,385**		**31,385**		**135**	**9,211**
INCOME (LOSS) BEFORE TRANSFERS	**(19,882)**	**(87,569)**	**(395,992)**	**308,423**	**22.11%**	**(113,872)**	**(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	**($19,882)**	**($87,569)**	**($25,139)**	**($62,430)**	**348.34%**	**($113,872)**	**($21,106)**
CONTROL TOTALS							
Total Revenues	$40	$31,385	$370,853	($339,468)	8.46%	$135	$10,411
Total Expenditures	19,920	118,953	395,991	277,038	30.04%	114,007	31,517
Revenues less expenditures	(19,880)	(87,568)	(25,138)	62,430	348.35%	(113,872)	(21,106)
Difference	($2)	($1)	($1)		100.00%		

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%	$ 8,342	2.01%
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%	$ 39,074	9.29%
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%	470,825	4,722,889	89.11%	$ (22,021)	
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**			**$ 4,722,889**				
% of Budget	109.51%			123.80%			110.11%			107.39%			89.11%				
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			$ 472,289				

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%	371,587	$ 3,818,886	102.45%
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**			**$ 3,818,886**		
% of Budget	144.19%			120.17%			102.45%		
Budget	$ 743,750			$ 3,727,500			$ 3,727,500		
Average	$ 357,472			$ 373,284			$ 381,889		
% Increase PY				4.42%			2.31%		
Actual Inception to Date	$ 1,072,416			$ 5,551,828			$ 9,370,713		
Cummulative Budget	$ 743,750			$ 4,471,250			$ 8,198,750		

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding the proposed budget for fiscal year beginning July 1, 2024 and ending June 30, 2025.
City Manager Jessica O'Connor will address

SPECIAL CONSIDERATIONS OR CONCERNS:

Public notices have been displayed and published as required. The proposed budget has been available for public review and consideration since Friday, May 17, 2024 at 8 a.m.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for a special use permit for an Assisted Living Facility in Medium Density Residential (MDR) for property located at 847 N 9th St. *Interim Director of Planning & Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Stephanie Schurman, is seeking approval of a Special Use Permit for an Assisted Living Facility at 847 N 9th Street. Mrs. Schurman envisions this location as a place where the elderly and disabled can feel comfortable enough to call this place home. A Special Use Permit would allow this type of facility in the Medium Density Residential (MDR) zoning district.

STAFF RECOMMENDATION:

Staff recommends **CONDITIONAL APPROVAL** of the Special Use Permit (24-SUP-02) submitted by Stephanie Schurman, to allow for a Special Use Permit for an Assisted Living Facility located at 847 N 9th Street with the following conditions:

1. No more than two (2) residents occupying a single bedroom

2. Compliance with any and all State regulations and licensing requirements governing the operation of the facility

3. Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin

4. Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

5. Issuance of an occupational tax certificate for the facility from the City of Griffin

During the meeting on May 20th, 2024, the Planning and Zoning Board recommended APPROVAL of the special use permit with a vote of 3-0.

FINANCIAL IMPACT:

N/A

Submitted By:

Michelle Haynes,MPA

Meeting Date:

11/06/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Application; 847 N. 9th St..pdf

847 N 9th Street SU Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

Instructions for Applicant:

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

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

Special Use Application Submission Requirements:

1. Complete Special Use Application
2. Complete Special Use Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial $350.00/Residential $300.00

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

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

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

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

✓ 1. Completed application form.

2. Detailed description of existing land uses on all contiguous property;

3. The location of the subject property including street numbers, if available;

4. A boundary plat of the subject property, prepared in accordance with the Georgia Plat Act, showing the dimensions of acreage, location of tract and location of all existing improvements and easements;

✓ 5. A site plan drawn to scale showing:

   a. Any and all improvements to be constructed if the application is approved, along with the proposed use and dimensions of all structures;

   b. A statement with any prior conditions to zoning, plat and/or prior variance request approvals granted by the City of Griffin;

   c. Site plans with variance requests shall indicate the dimension of the proposed subject of the variance request (see 415 [section 410] for variance procedures).

✓ 6. Spalding County Tax Map, block and lot number of the appropriate plat reference;

7. The present and proposed zoning district classification for the subject property;

8. The name and address of the owner of the subject property;

9. The area of land of the subject property, stated in square feet if less than one acre;

10. Date of application;

11. Any prior applications or actions for rezoning of all or part of the subject property within the past five years;

12. Documentation supporting the request based upon the standards of this article.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

Applicant/Agent/Representatives Name: Stephanie Schurman

Address: 847 N 9th Street

City: Griffin State: Ga Zip: 30223

Telephone Number(s): 770-468-2121 Email: saschurman3@gmail.com
saschurman3@gmail.com

Project Name/ Description: Personal Care Home

Address: 847 N 9th Street

Parcel Number(s): _____ Current Zoning: _____ Parcel(s) Size: _____

FLUM/Character Area _____ Unified Development Code Section: _____

Property Owner Name: Stephanie Schurman

Address: 1114 Sage Drive

City: Griffin State: Ga Zip: 30224

Telephone Number(s): _____ Email: _____

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

Applicant Signature

Stephanie Schurman
Printed Name

2/29/24
Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

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

1. State how the request will not be detrimental to the use or development of the adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.
2. State how the request will not adversely affect existing property and uses and if/how it can be placed on a lot of sufficient size to satisfy the space requirements for the use.
3. Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.
4. State how will the proposed use not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity.
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, indicate how the Board of Commissioners can determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the Board of Commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lightning, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.
6. Indicate how all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6 are met.

1. This property building #2 will be used for a personal care home for elderly and disabled people in the Spalding county area that have nowhere to go and are displaced in society.
2. The property is equipped with 71 parking spots, and 5 handicap parking spots, 4 streets lights on property to ensure safety of clients. If we are approved to contact Beacon Security so than can provide service for alarm system. We had a certified Electrician to installed Emergency smoke alarm system EXIT Signs that lights up the whole building, we also installed fire extinguishers that was tagged by a certified professional.
3. Personal care home in a residential setting Sunday thru Saturday 24 hour service.
4. Building will be equipped Emergency Lighting with Emergency EXIT Signs that lights up the whole building, and fire extinguishers.
5. Building # 1 "KINGDOM AMBASSADORS FOR CHRIST" will be hosting weekly Sunday Services will be conducted 10:00 am-1:00 pm, Bible Studies will be every Wednesday, First Friday of every month we will have once a month feed the sheep. This will not interfere with the personal care home or parking issues or no safety issues or concerns. Because the staff will accommodate clients,
6. We purchased property in October 2023 as is. The property had 9 office space for viewing of bodies and administrative office space for Burden Funeral Home. The space it was already existing so we are converting office space into 5 bedrooms, computer lab, linen closet, staff office space. A full kitchen was already in operation we purchased new cabinets and we had refrigerator and microwave that came with property.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☑ No

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

- Name and position of Government Official:

_____

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

_____

_____

_____

Applicant Signature

Stephanie Schurman

Printed Name

02/29/24

Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

OWNER'S AUTHORIZATION

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

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

☐ Rezoning ☐ Variance ☑ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Stephanie Schurman

Property Owner Signature | Stephanie Schurman (Printed Name) | 02/29/24 (Date)

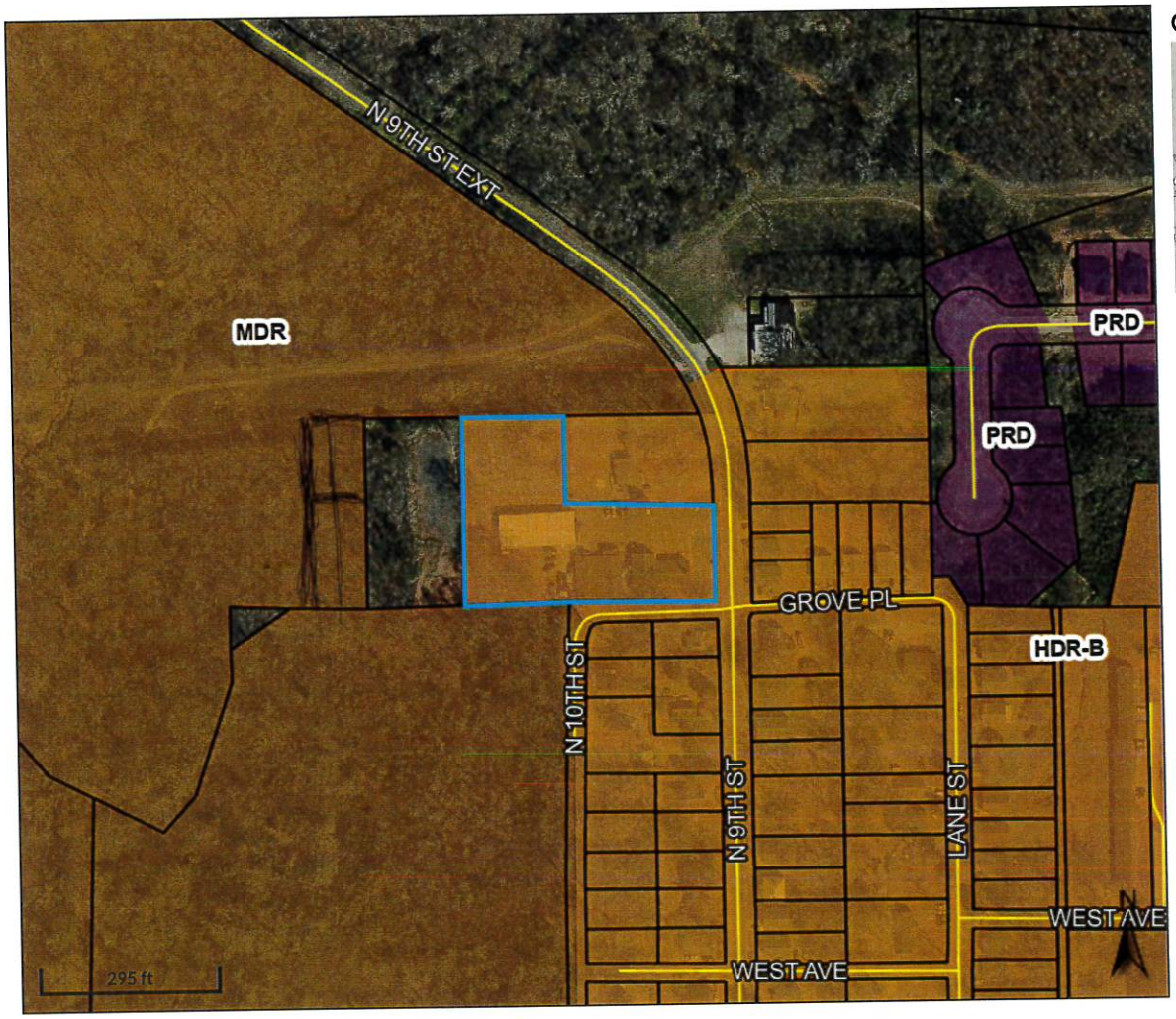
Legal Representative Signature | Printed Name | Date

Notary Signature

Commission Expiration Date: 10-25-24

Seal: KARA HUNT NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 25, 2024

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Legend

- Parcels
- Roads

Parcel ID	002 01019A
Class Code	Commercial
Taxing District	GRIFFIN
Acres	1.9

Owner	KINGDOM AMBASSADORS FOR CHRIST INC 1114 SAGE DRIVE GRIFFIN, GA 30224
Physical Address	847 N 9TH ST
Assessed Value	Value $152753
Land Value	Value $28500

Last 2 Sales

Date	Price	Reason	Qual
10/27/2023	$300000	MT	U
10/25/2023	0	MT	U

(Note: Not to be used on legal documents)

Date created: 2/29/2024
Last Data Uploaded: 2/29/2024 1:31:19 PM

Developed by Schneider GEOSPATIAL

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Overview



Legend

Parcels

Roads

Parcel ID	002 01019A	**Owner**	KINGDOM AMBASSADORS FOR CHRIST INC	**Last 2 Sales**			
Class Code	Commercial			**Date**	**Price**	**Reason**	**Qual**
Taxing District	GRIFFIN		1114 SAGE DRIVE	10/27/2023	$300000	MT	U
Acres	1.9		GRIFFIN, GA 30224	10/25/2023	0	MT	U
		Physical Address	847 N 9TH ST				
		Assessed Value	Value $152753				
		Land Value	Value $28500				

(Note: Not to be used on legal documents)

Date created: 3/7/2024
Last Data Uploaded: 3/7/2024 12:59:58 PM

Developed by Schneider GEOSPATIAL

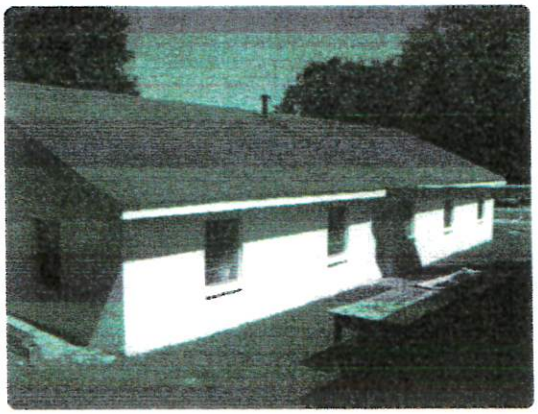

N 9TH ST EXT
928
926
921
920
904
902
847
900
GROVE PL
835
838
836
830
822
821
826
N 10TH ST
N 9TH ST
819

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Summary

Parcel Number	002 01019A
Account/Realkey	19
Location Address	847 N 9TH ST
Legal Description	1.89AC N 9TH ST PB 15/548
Class	C3-Commercial
Tax District	GRIFFIN (District 01)
Millage Rate	39.963
Acres	1.9
Homestead Exemption	No (S0)
Landlot/District	129 / 03

View Map



Owner

BURDEN CHARLES MONROE
BURDEN COREY LAMONDRA
847 N 9TH ST
GRIFFIN, GA 30223

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	$15,000 per Acres	Acres	60,000	150	400	1.9	0

Commercial Improvement Information

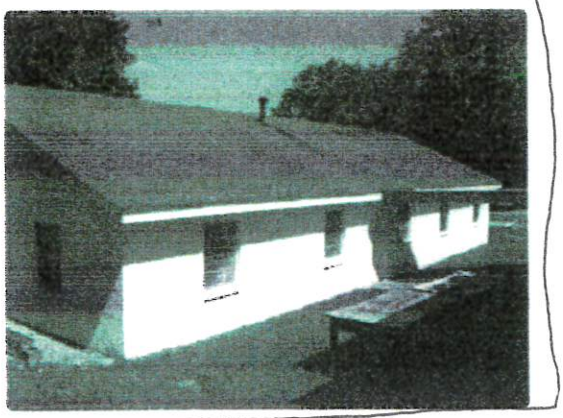
Description	Churches/Sunday School
Value	$23,660
Actual Year Built	1960
Effective Year Built	1970
Square Feet	3800
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Fellowship Halls
Value	$30,871
Actual Year Built	1970
Effective Year Built	1976
Square Feet	6000
Wall Height	12
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Personal care home

Description	Churches
Value	$22,048
Actual Year Built	1900
Effective Year Built	1960
Square Feet	3394

Personal care home.







Sketches

Charles M. Burden

1512 Williamson Road
Griffin, Georgia 30224
770-584-0549

June 14, 2023

To Whom It May Concern:

Kingdom Ambassadors for Christ Church, and Mrs. Stephanie Schurman are purchasing the property located at **847 N. 9th Street, Griffin, Georgia** from Charles M. Burden for **Three Hundred Thousand Dollars ($300,000)** of which **Two Hundred Forty Thousand Dollars ($240,000)** will be financed by First Bank of Pike, and **Sixty-Four Thousand Dollars ($64,000)** will be owner financed by Charles M. Burden.

If you have further questions, please feel free to give me a call at 770-584-0549 or 678-603-1666.

_____ 6/14/23
Mrs. Stephanie Schurman/KingdomAmbassadors **Date**

Charles M. Burden 6/14/2023
Mr. Charles M. Burden **Date**

Charles M. Burden 6/14/2023
Notary **Date**

SEAL

CHARLES M BURDEN
NOTARY PUBLIC
PIKE COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 24, 2024

PERSONAL GUARANTY

Borrower: Kingdom Ambassadors for Christ, Inc.

Note Date: October 27, 2023

Loan Amount: $271,494.25

Property Address: 847 N. 9th Street & 0 N. 9th Street, Griffin, GA 30223

Lender: Charles Monroe Burden

Guarantor: Stephanie Schurman

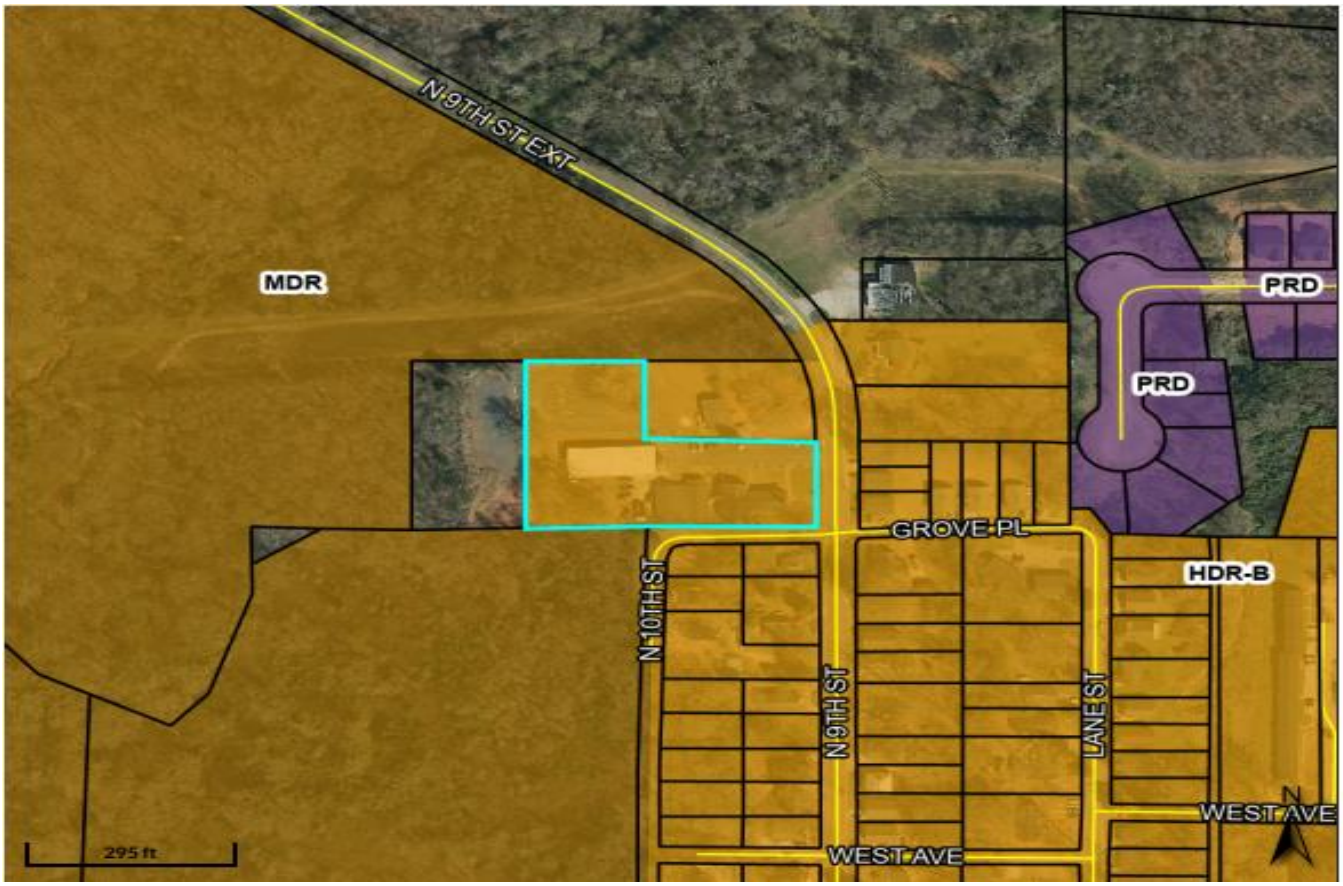
CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. In consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Guarantor and to induce Lender to make loans or otherwise extend credit to Borrower, or to renew or extend in whole or in part any existing indebtedness of Borrower to Lender, or to make any other financial accommodations to Borrower, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means the Note listed above and all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, lease obligations, liabilities and obligations under any interest rate protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S

847 North 9th Street
Special Use Permit Request
File No. 24-SUP-02

Applicant: Stephanie Schurman
Owner: Kingdom Ambassadors for Christ, INC



Land Use Classification	Residential
Current Zoning	Medium Density Residential
Proposed Use	Commercial – Assisted Living Facility
Parcel Size	1.9/- Acres
Tax Map, Block and Lot No.	002 01019A
Planning and Zoning Board	Pamela Sutton District 1
City Commission	Cynthia Ward District 1
Citizen Notification	Legal notice was run in the May 4, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on May 3, 2024.

Proposal:

The applicant, Stephanie Schurman, is seeking approval of a Special Use Permit for an Assisted Living Facility at 847 N 9th Street. Mrs. Schurman, envisions this location as a place where the elderly and disabled can feel comfortable enough to call this place home. A Special Use Permit would allow this type of facility. This parcel is in the Medium Density Residential (MDR) zoning district.



Zoning Ordinance Sections applicable to this Application:

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

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 708	Medium Density Residential

Article 406 Special Uses:

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

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

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

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

   FINDINGS: Three (3) buildings reside on this parcel. There are two active churches and the third building is currently vacant but was previously used as a funeral home. Kingdom Ambassadors for Christ purchased the property in October of 2023 with the vision of turning the vacant 6000 sqft building into a care home/facility. The nine (9) viewing rooms will be converted into five (5) bedrooms, a computer lab, an activity room, a linen closet, and an administrative office. There will also be a dining area, kitchen, laundry room, two (2) bathrooms for the residents and one (1) bathroom for the staff.

   There are seventy-one (71) standard and two (2) accessible spaces. There are adequate parking spaces for staff, residents, and for members of the two churches. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

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

   FINDINGS: The applicant's proposed use as an assisted living facility is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street and is surrounded by residential uses and undeveloped property.

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

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

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

   FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There is proper ingress and egress at this location and the use should not affect traffic flow. All parking is off-street and there is no proposed signage. Emergency vehicles will have easy access to the location and building should the residents require emergency services. There are four (4) street lights on the property.

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

   FINDINGS: The request for a Special Use Permit to allow an assisted living is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, Stephanie Schurman, is seeking approval of a Special Use Permit for an Assisted Living Facility at 847 N 9th Street. Mrs. Schurman, envisions this location as a place where the elderly and disabled can feel comfortable enough to call this place home. A Special Use Permit would allow this type of facility. This parcel is in the Medium Density Residential (MDR) zoning district.

Planning Staff's Recommendation:

Staff recommends **CONDITIONAL APPROVAL** of the Special Use Permit (24-SUP-02) submitted by Stephanie Schurman, to allow for a Special Use Permit for an assisted facility located at 847 N 9th Street with the following conditions:

1. No more than two (2) residents occupying a single bedroom

2. Compliance with any and all State regulations and licensing requirements governing the operation of the facility

3. Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin

4. Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

5. Issuance of an occupational tax certificate for the facility from the City of Griffin

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for a special use permit for a Personal Care Home in Low Density Residential B (LDR-B) for property located at 416 S. Pine Hill Rd.. *Interim Director of Planning & Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Kendra Langston, is seeking approval of a Special Use Permit for a personal care home at 416 S. Pine Hill Rd. Ms. Langston desires to use this property to provide a home where children in the foster care program from Spalding County and surrounding counties can have a safe space to live and thrive. A Special Use Permit would allow this type of facility and service in the Low Density Residential-B (LDR-B) zoning district.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-03) submitted by Kendra Langston to allow fo a Special Use Permit for a personal care home located at 416 S Pine Hill Rd.

During the meeting on May 20th, 2024, the Planning and Zoning Board recommended APPROVAL of the special use permit with a vote of 3-0.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
416 S. Pinehill Rd; Application.pdf
416 S Pinehill Rd SU Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP. 03

Instructions for Applicant:

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

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

Special Use Application Submission Requirements:

1. Complete Special Use Application
2. Complete Special Use Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial $350.00/Residential $300.00

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

Applicant/Agent/Representatives Name: Kendra Langston (A. Slades Heart & Hand Youth Development Services, Inc

Address: PO Box 2104

City: Jonesboro State: GA Zip: 30237

Telephone Number(s): _____ Email: KLangston@asladeshh.com

Project Name/ Description: (Residential Group homes) A. Slade's Heart & Hand Youth Development Services

Address: 416 S. Pine Hill Rd Griffin, GA 30224

Parcel Number(s): 054E01057 Current Zoning: _____ Parcel(s) Size: _____

FLUM/Character Area _____ Unified Development Code Section: _____

Property Owner Name: Kendra M. Langston

Address: PO Box 2104

City: Jonesboro State: GA Zip: 30237

Telephone Number(s): 773-297-3367 Email: msankh7@gmail.com

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

Applicant Signature

Kendra Langston
Printed Name

3/1/24
Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3.29.24 Application Number: 24-SUP-03

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

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

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

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

Application for Special Use

Applicant Name: KENDRA LANGSTON **Date:** 3/20/2024

Agency Name: A. Slade's Heart & Hand Youth Development Services, Inc

A. THE FOLLOWING MUST BE SUBMITTED WITH REZONING APPLICATION

#2 Detailed description of existing land use on all contiguous property.

- Existing Land use is Residential.

#3 The location of the subject property.

- Property is located at 416 S. Pine Hill Rd Griffin, GA 30224

#5 Any and all improvements to be constructed;

- a) NONE – N/A
- b) N/A
- c) N/A

#7 The present and proposed zoning district classification for subject property;

- LDRB

#8 The name and address of the owner of subject property

- KENDRA LANGSTON
  416 S. PINE HILL RD GRIFFIN, GA 30224
  PO BOX 2104 JONESBORO, GA 30237

#7 The are of land of the subject property;

- 0.63

#11 Any prior application or actions for rezoning;

- N/A

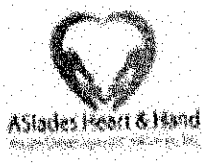
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PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

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

1. State how the request will not be detrimental to the use or development of the adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.
2. State how the request will not adversely affect existing property and uses and if/how it can be placed on a lot of sufficient size to satisfy the space requirements for the use.
3. Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.
4. State how will the proposed use not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity.
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, indicate how the Board of Commissioners can determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the Board of Commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lightning, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.
6. Indicate how all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6 are met.



Application for Special Use

B. Please provide written answers to the following criteria to justify Request for Special use:

1. State how the request will not be detrimental to the use or development of the adjacent properties;
   - Use of property will be used for the care of foster care children displaced within the community and other surrounding counties as an effort to provide a safe space where they can thrive.
2. State how the request will not adversely affect existing property and uses;
   - Use of such property will NOT adversely affect.
3. Indicate the general compatibility proposed special use with adjacent properties;
   - Property is Residential
4. State how the property use does not constitute a nuisance or hazard adversely affecting the public.
   - Per agency state licensing guidelines, capacity and purpose constitute indoor use of proposed property, (as any neighboring residential residence). Use of 24-hr supervision and regulatory monitoring by Gorgia state agency RCCL / DHS and support from Department of Family & children Services.
5. Consideration per Section 405, standards are satisfied, benefits outweigh negative impacts.
   - Proposed agency standards are in line with State requirements for maintaining current active "childcare" license. Benefits of prosed use provides a neglected, abused, or disabled child an opportunity at life, learn skills and belong to a community. Fortunately, there are no harmful effects.
6. Indicate specific requirements established in the ordinance for particularized use requested.
   - Residential property built in 1991 & will remain.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

OWNER'S AUTHORIZATION

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

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

☐ Rezoning ☐ Variance ☒ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: "Kendra Langston" A Gladies Heart & Hand Youth Development Services, Inc

Property Owner Signature | Kendra Langston Printed Name | 3/29/24 Date

Legal Representative Signature | Printed Name | Date

Notary Signature

Seal: SAVANNAH A FENLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 04, 2027

Commission Expiration Date: _____

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

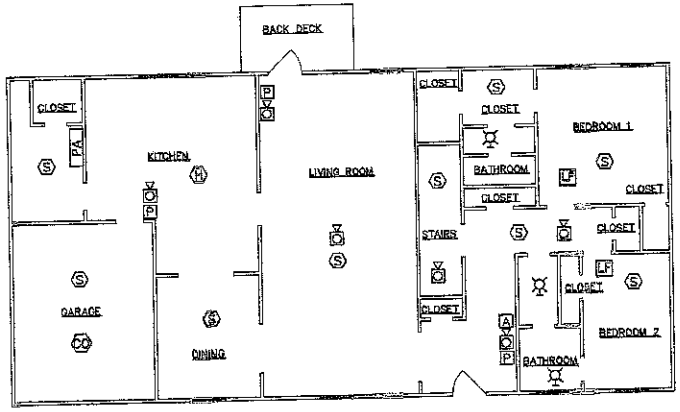
- Name and position of Government Official:

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

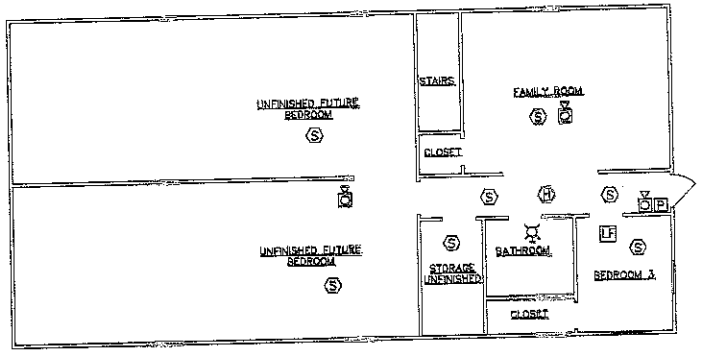
Applicant Signature

Kendra Langston
Printed Name

3/20/24
Date



MAIN LEVEL



LOWER LEVEL

LEGEND

PA	FIRE PANEL
P	PULL STATION
S	SMOKE DETECTOR
	STROBE ONLY
	HORN STROBE
A	ANNUNCIATOR
WF	TAMPER ALARM (LOCATED AT RISER)
CO	CARBON MONOXIDE
H	HEAT
LF	LOW FREQUENCY HORN STROBE

Heart and Hand – Fire Plan

SCALE: NTS

No.	Description of Revision	Date
RC	Released for Construction	2/6/24

PROJECT: Heart and Hand

Drawn By: MEJ

Date: 2/6/24

Drawing Number: 1

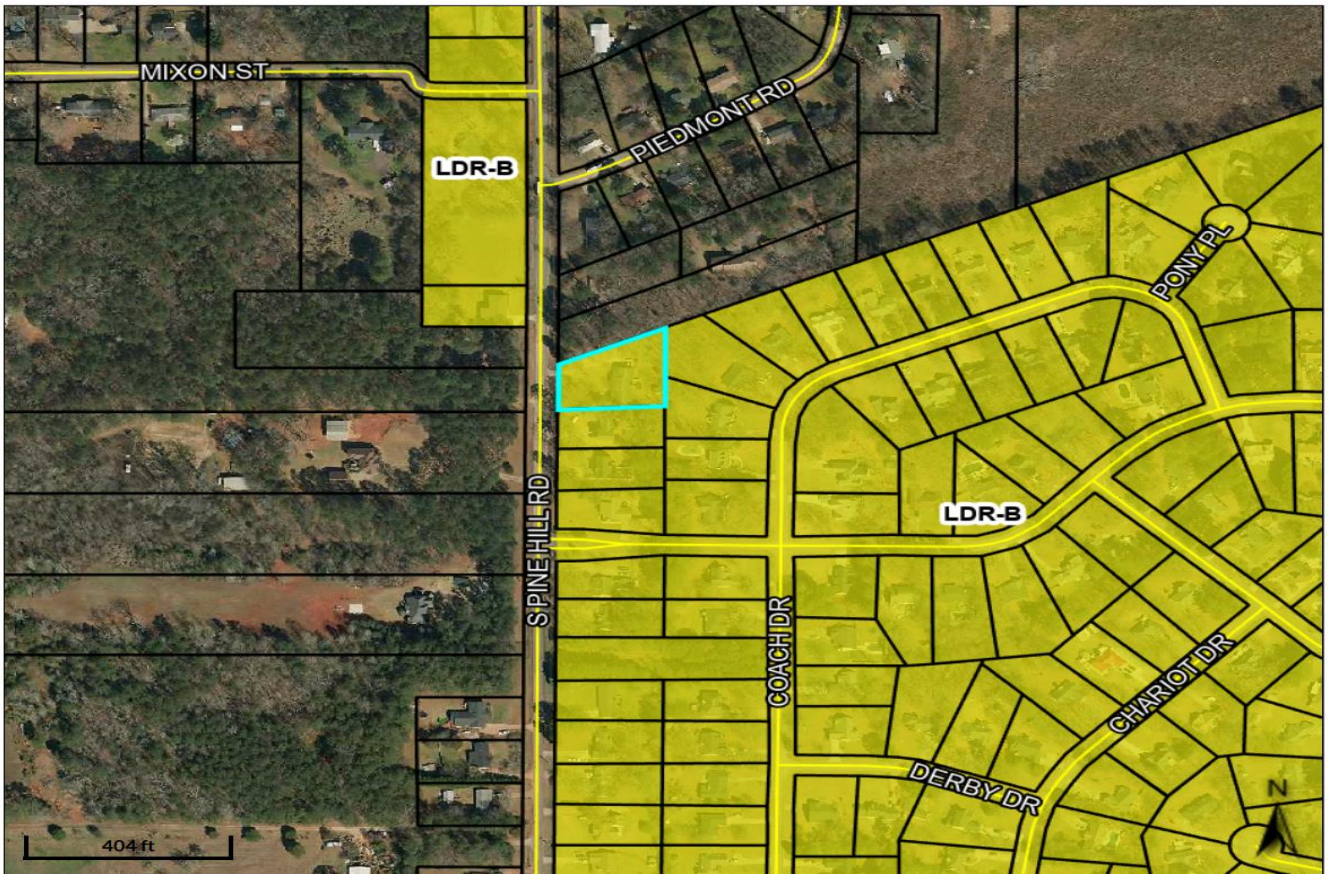
Rev: RC

Sheet 1 of 1

416 S Pine Hill Rd

416 South Pinehill Road Street
Special Use Permit Request
File No. 24-SUP-03

Applicant: Kendra Langston
Owner: Kendra Langston



Land Use Classification	Residential
Current Zoning	Low Density Residential-B
Proposed Use	Residential – Personal Care Home
Parcel Size	.63/- Acres
Tax Map, Block and Lot No.	054E01057
Planning and Zoning Board	William Theilemann District 5
City Commission	Truman Tinsley District 5
Citizen Notification	Legal notice was run in the May 4, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on May 3, 2024.

Proposal:

The applicant, Kendra Langston, is seeking approval of a Special Use Permit for a personal care home at 416 S. Pinehill Rd. Ms. Langston, desires to use this property to provide a home where children in the foster care program from Spalding County and surrounding counties can have a safe space to live and thrive. A Special Use Permit would allow this type of facility and service. This parcel is in the Low Density Residential-B (LDR-B) zoning district.



Zoning Ordinance Sections applicable to this Application:

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

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 503 E	Personal Care Home
Article 706	Low Density Residential-B

Article 406 Special Uses:

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

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

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

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

   FINDINGS: The dwelling, which is 3376 square feet, will consist of three (3) bedrooms and three (3) bathrooms. There could be up to six (6) residents, ages 13 to 18 years old, at one time. According to the Department of Human Resources, this type of facility is considered a Child Caring Institution. The teenagers will still be in the custody of the Department of Family and Children's Services and Ms. Langston will be the CCI provider and temporary guardian for the children residing in this home. Ms. Langston will not live at this location; however, 24 hour around the clock awake care will be provided. Such care may consist of meals, education, medical needs, and other daily needs the youth may require. Per Article 503 E, each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

   (1) Minimum House Size:

   (a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

   (b) For no more than six (6) residents: two thousand (2,000) heated square feet;

   (c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

   (d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

   (2) No more than two (2) residents occupying a single bedroom;

   (3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

   (4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but

not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

(a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin

The size of the house and the number of residents are in compliance with Article 503 E. The house is large enough to allow eight (8) residents; however, there are only three bedrooms so a maximum of six (6) youth are allowed per Article 503 E 2. Should an additional bedroom be added, then eight (8) residents are allowed. There is adequate space for parking for the staff and residents. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

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

   FINDINGS: The applicant's proposed use as a personal care home is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street and is surrounded by residential uses and undeveloped property.

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

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

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

OUTDOOR LIGHTING, SIGNAGE, INGRESS AND EGRESS OF THE PROPERTY, THE PEACEFUL ENJOYMENT OF PRIVATE PROPERTY IN THE COMMUNITY, AND OTHER RELEVANT FACTORS.

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

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

   FINDINGS: The request for a Special Use Permit to allow a personal care home is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, Kendra Langston, is seeking approval of a Special Use Permit for a personal care home at 416 S. Pinehill Rd. Ms. Langston, desires to use this property to provide a home where children in the foster care program from Spalding County and surrounding counties can have a safe space to live and thrive. A Special Use Permit would allow this type of facility and service. This parcel is in the Low Density Residential-B (LDR-B) zoning district.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-03) submitted by Kendra Langston to allow for a Special Use Permit for a personal care home located at 416 S Pinehill Rd.

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on May 28, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
05-28-24 Minutes Workshop with Budget Presentation.pdf
05-28-24 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP MEETING
W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 28, 2024

Mayor Doug Hollberg presided, convening the meeting at 9 a.m. Commissioners attending included Rose Curtis, Holly Murray, Brad Wright, and Truman Tinsley. 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 9:01 a.m.
Commissioner McCord participated via Zoom.

CALL TO ORDER

1. Fiscal Year 2024-25 Budget Presentation. *City Manager, Jessica O'Connor, will address*.

   Ms. O'Connor addressed the Commissioners, stating Staff began the budget process in December 2023. There were meetings with department directors and finance, and Staff worked to have the budget be in line with the City's goals which are: Fiscal Responsibility, Workforce Development, Internal and External Communication, and Enhance Quality of Life for the Citizens. Ms. O'Connor thanked Ms.Thompson and Ms. Manning-Gilbert for all the hard work during this budget process.

   Ms. O'Connor presented the revenue and expenditure highlights for the FY25 budget for the General Fund and the Enterprise Funds.

   Attached hereto and made a part hereof is the Budget Presentation.

2. 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 9:57 a.m. by Commissioners Ward/Murray carried 6-0.

ADJOURN

Motion/second to adjourn at 10:14 a.m. by Commissioners Ward/Wright carried 6-0.

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


Griffin
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ANNUAL
BUDGET
Fiscal Year 24-25

Griffin
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Goals and Areas of Importance

- Fiscal Responsibility
- Workforce Development
- Communications – Internal and External
- Enhance Quality of Life for Citizens

Revenues

Overall Expenditures EXCEED Revenues by $5,554,192 ($8,103,885 in FY24)

General Fund Expenditures EXCEED Revenues by $11,264,909 ($11,225,914 FY24 projected)

Total General Fund Revenue Up (w/o transfers) $1,006,076 ($81,623 FY24)

Property Tax FY25 budgeted at $4,600,000 ($4,563,085 FY24)

Enterprise Funds Revenues

- Solid Waste increased $631,926
- Electric increased $2,375,445
- Wastewater increased $40,803
- Water increased $42,698
- Stormwater decreased $67,668
- Telecom increased $120,020
- Golf Course increased $179,855

Total Budget All Funds

Projected Revenues Up $2,372,994 (1.65%)

(from FY24 original projections)

Projected Operating Expenses Down $176,699 (<1%)

(from FY24 original projections)



EXPENSE HIGHLIGHTS

Capital Requests

$9,975,848 (FY24 $14,508,759)

CDBG (infrastructure)	$1,581,945
TSPLOST (transportation)	$3,727,500
Patrol Vehicles	$610,000
Repaving Fire Station #3	$125,000
Electric Line Maint. & Improvements	$400,000
New Customer Construction	$300,000
Street Light LED Conversion	$200,000
Expansion of Fiber Network	$100,000
General Fund Capital	$1,122,900

(FY24 $1,893,169)

EXPENSE HIGHLIGHTS

Personnel

2% increase budgeted for each department to continue pay-for-performance plan and give raises according to evaluations

NO insurance increase for employees; however the City is absorbing an increase of $43,746 in medical and an increase of $52,679 in dental

Property and casualty coverage has a budgeted increase of $271,328

EXPENSE HIGHLIGHTS

Personnel

General Fund

- Management Services – No changes
- Court – Removed two bailiff positions; Traffic Unit will now assist during Court
- Finance – Addition of Accountant II
- IT – Added another Systems Administrator for Digital Forensics to assist PD
- GIS – Added CAD/GIS Field Technician
- HR/Risk – Admin Assistant reclassed to Admin Coordinator

EXPENSE HIGHLIGHTS

Personnel

General Fund – Cont.

- Fire – Added Admin LT specific to EMS and Training
- Police – Reclass Accreditation Manager to Operations & Accreditation Manager; 1 Officer remains unfunded
- Public Works – No changes
- Planning & Development – LBA Executive Director was not amended in FY24 so new position in FY25 (because position has not yet been filled)
- Economic Development – No Changes

EXPENSE HIGHLIGHTS

Personnel

Enterprise Funds

- Telecom – Added Telecom Installation Technician
- Solid Waste – Added a Crewleader and two Recycling Center Attendants for reinstitution of Recycling Program; Reclassed Scale Attendants
- Electric & Water/Wastewater – Moved Utility Services Liaison and Service Workers from Electric to W/WW
- Stormwater – Added Senior Environmental Tech, Class A Equipment Operator, and Equipment Operator
- Airport – No changes
- Golf Course – No changes
- Motor Pool – Unfunding 1 Mechanic 1

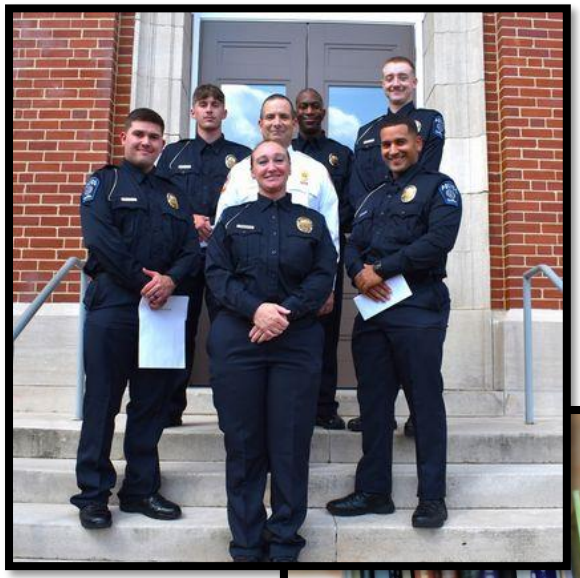
EXPENSE HIGHLIGHTS

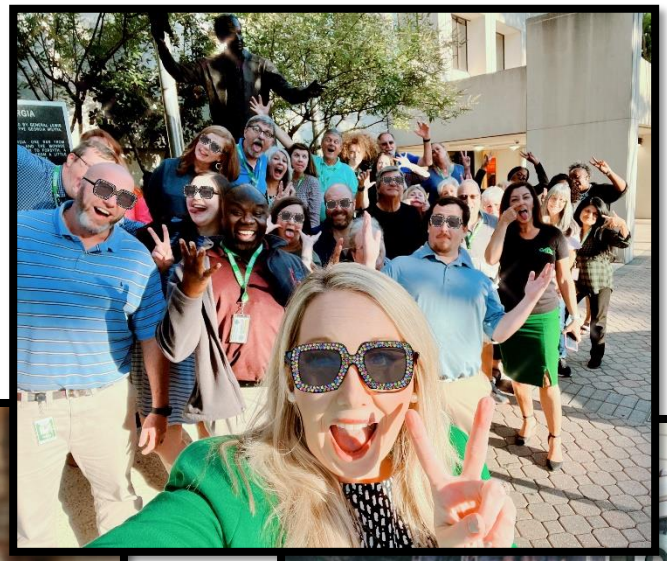
Fuel

- **Regular $4.10 / gal**
  - High - $3.63 Low - $2.77
- **Diesel $4.90 / gal**
  - High - $4.33 Low - $3.61

EXPENSE HIGHLIGHTS

GENERAL FUND









Management Services

Total Increased $16,110

- Commissioners Increased $5,671
- City Manager Increased $15,273
- Communications & PR Increased $10,968
- Staff Attorney Decreased $3,750
- City Attorney Increased $5,125
- Elections Decreased $17,176
- Municipal Court Increased $3,645

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Commission Expenses

Municode - $10,000

Education & Training - $17,750

Three Rivers Regional Commission - $24,000

Georgia Municipal Association - $8,500

Fireworks - $16,000

UGA Griffin - $17,500

UGA Archway - $20,000

Contingency - $100,000

Griffin
Growing TOGETHER

Finance

Expense Increased - $95,944

- Director Increased $4,722
- Accounting Increased $87,132
- Procurement Increased $4,090

Human Resources & Risk Management

Human Resources

Expense Increased - $24,068



Risk Management

Expense Increased - $9,673



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Information Technology & GIS

Information Technology

Expense Increased - $176,104

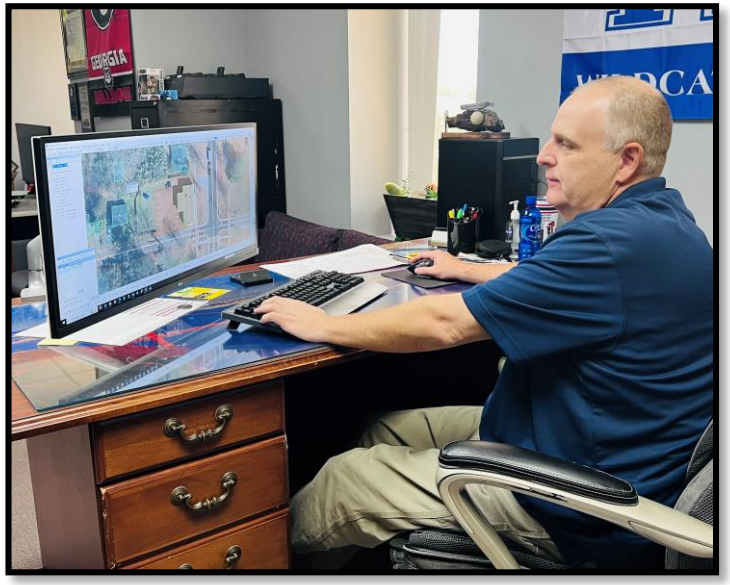
- R&M Services Up $78,979
- Professional Services Up $18,270



GIS

Expense Increased - $86,408

- Wages Increased $51,069 for new position
- Costs associated with new position



Police

Total Expense

Up $471,316

- Vehicle Replacement – $61,000 each for 10 Patrol Cars & Outfitting
- AXON Contract for Body Cameras, Dash Cameras, and Tasers - $393,351
- Inmate Custody - $144,800 (same as FY24)



FIRE

Total Expense Decreased - $89,629

- Repaving of Station #3 - $125,000
- Crew Cab Pickup - $69,000
- Gear Dryers - $18,800
- 800 mHz Radios - $62,000
- Turn-out Gear - $69,600
- 60 Sets of Rescue Gear - $66,000





Public Works

Total Expenses Increased $147,699

Director Decreased
$2,032

Cemetery Increased
$127,486

Facilities Increased
$300,666

Streets Decreased
$255,810



Public Works

Total Capital Expenses $155,800

Streets Capital is $120,800 (FY24 $477,874)

- 2 Mowers $15,500 each
- Paving Compaction Roller $79,000
- Stump Grinder Attachment $10,800

Cemetery Capital

- 1 Mower at $15,500

Facilities Capital

- Carpet Cleaning Machine for $19,500

Public Works – Cont.

Parks Decreased $54,814

Sign Shop Decreased

$45,203

Welcome Center

Operational Cost $196,133

Allocation to Archives

$97,061 (Split City - $48,530; County - $48,530)

Archives Total Budget $212,470

(Split City - $106,235; County - $106,235)



Development Services

Expenses Increased - $31,437

CAA Building Inspections - $297,500 (FY24 $282,800)

CDBG Application Fees - $15,000



Development Services – Cont.

Transportation Planning - $85,000
($120,000 in FY24)

Tax & Licensing – Increased $323.15 (Bank fees increased $7,000)

Economic Redevelopment – $236,945
Increased $113,245 (FY24 $123,700)



Economic Development

Expenses Increased – $39,550

- Historic City Hall Facilities - $94,147

  (FY24 $61,399)

- Replacing tables, patio furniture, and some Christmas items - $5,500
- Capital request of new vehicle - $42,000



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EXPENSE HIGHLIGHTS
ENTERPRISE FUNDS





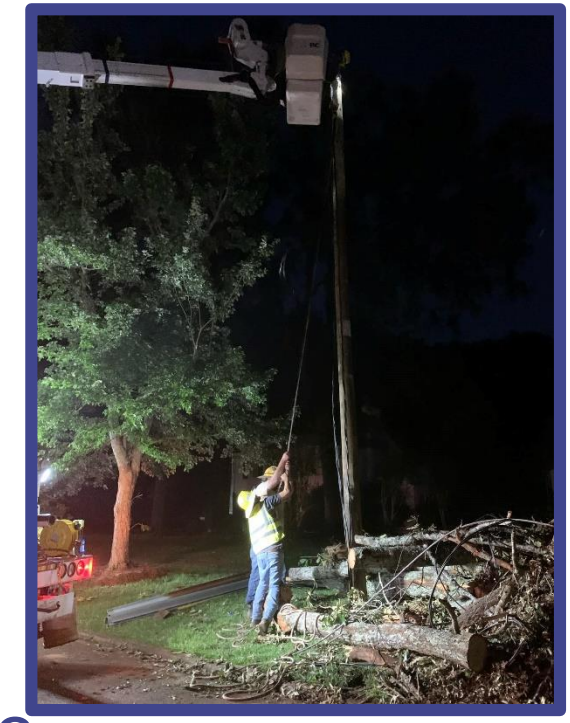








Electric Dept.



Revenues Increased – $2,375,445

Residential Service Increased $1,448,768

Commercial Service Decreased $38,641

Industrial Service Increased $570,548

PCA / ECCR Increased $255,787

Off System Sales Decreased $15,000

Delinquent Penalties Increased $75,860

Electric Dept.



Expenses Increased - $593,700

(FY24 $2,412,120)

Line Maintenance/Improvements	$400,000
System Protection	$150,000
New Customer Construction	$300,000
LED Conversion for Street Lights	$200,000
Security Lighting	$100,000
Automated Switching	$100,000
Two 4x4 Pick-up Trucks	$130,218
Bucket Truck	$185,750

Electric Dept.



Expenses (con't)

Electric Total Capital	$1,869,703
	(FY 24 $1,783,472)
General Fund Transfer	$10,497,615
	(FY24 - $9,458,015)
Reserved Earnings	$2,362,222

Wastewater

REVENUE – Increased $40,803

EXPENSES – Increased $514,534

- **Shoal Creek WWTP –** Down $116,683
- **Potato Creek WWTP –** Up $61,103
- **Cabin Creek WWTP –** Down $44,027
- **Blanton Mill –** Down $14,505
- **Lab –** Up $95,775
- **Lift Stations –** Down $10,047
- **Sludge Management -** Up $24,790
- **WW Collections –** Down $ 2,170,377

Wastewater

Total WW Capital – $160,000

($2,154,000 FY24)

Renewals & Extensions - $150,000

Automatic Sampler - $10,000





Water

REVENUE – Increased $42,697

Residential Increased - $28,490

Commercial Decreased - $158,194

Industrial / Institutional Decreased - $497,912

Wholesale (excluding Spalding)

Decreased - $274,205

Spalding Increased (net) $647,728



Water

EXPENSES – Decreased

$1,686,699 ($1,061,205 Increase in FY24)

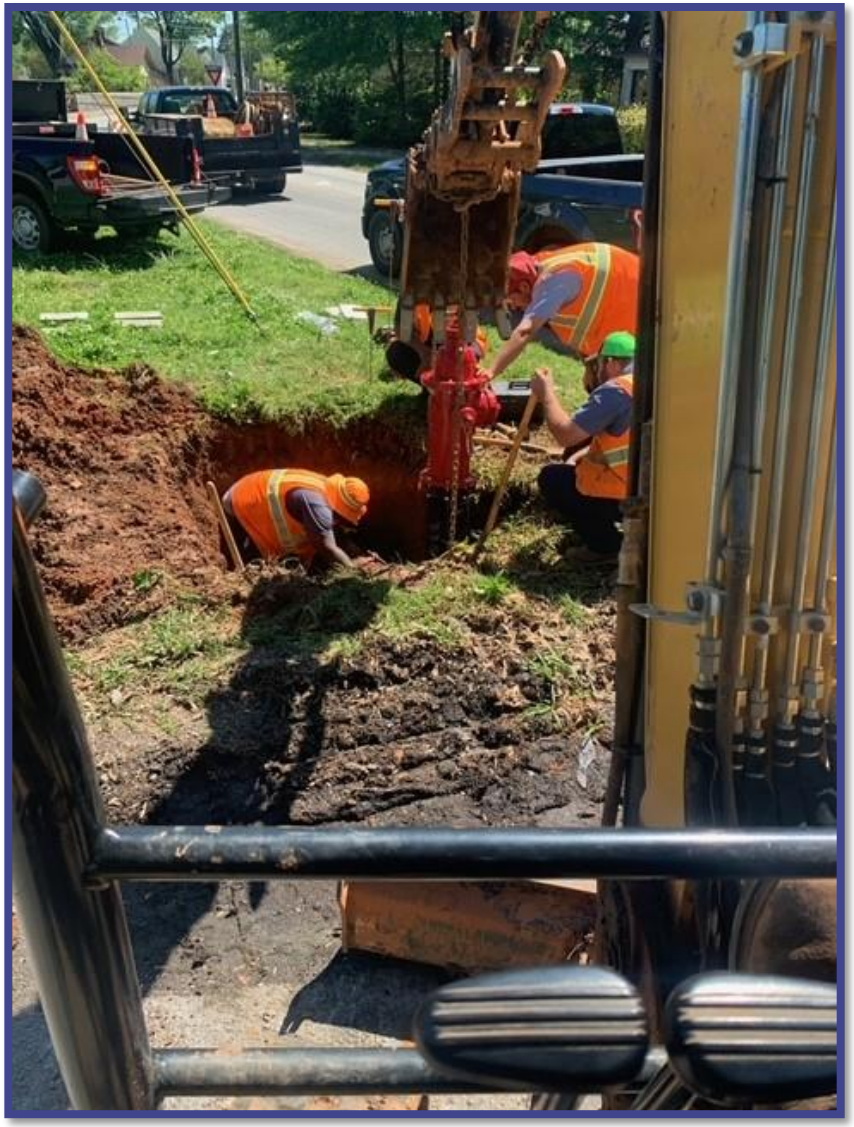
- **Director – Decreased** $10,431
- **Deputy Director – Decreased** $2,038
- **Still Branch – Decreased** $118,225
- **Harry Simmons –** Increased $101,861
- **Water Distribution – Decreased** $33,062



Water

Capital – $234,000

- 14 Turbidimeters – $84,000
- Renewals & Extensions – $100,000



Water/Wastewater

Debt Service - $8,096,650 ($7,092,330 FY24) (P&I)

Reservoir Bonds - $4,232,856

($3,653,000 Principal / $579,860 Interest)

PCWWTP GEFA Loan - $541,457

($360,080 Principal / $181,390 Interest)

CCWWTP GEFA Loan - $788,794

($684,400 Principal / $104,410 Interest)

SCWWTP GEFA Loan - $450,716

($368,100 Principal / $82,620 Interest)

Water/Wastewater

EXPENSES – Debt Service Cont.

Flint River Pump Station GEFA Loan - $319,635
($279,240 Principal / $40,400 Interest)

Still Branch Generators GEFA Loan - $103,896
($87,290 Principal / $16,620 Interest)

Sludge Facilities GEFA Loan - $198,141
($193,430 Principal / $4,720 Interest)

Dam Rehabilitation GEFA Loan 1 - $745,210 (Estimated)
($658,910 Principal / $86,300 Interest)

Dam Rehabilitation GEFA Loan 2 - $154,767 (Estimated)
($100,540 Principal / $54,240 Interest)

Water/Wastewater



EXPENSES

Total Water Capital - $234,000

Total WW Capital - $160,000

Total W/WW Capital - $394,000

W/WW Transfer - $2,993,945

Reserved W/WW funds - $2,058,689

(FY24 $1,398,031)

Stormwater

Revenue Decreased $67,668

Expenses Increased $131,446

Road Tractor	$175,000
Total Capital	**$175,000**
Debt Service	**$323,300** (P&I)
Restricted	**$5,229**

($187,233 FY24)



Solid Waste



Revenue Increased $631,926

Residential Collections Decreased	$356,350
Commercial Collections Increased	$26,425
Yard Waste Collections Increased	$37,640
Transfer Station Fees Decreased	$138,000
Roll off Fees Increased	$115,058
Landfill Fees Increased	$225,000
Recycling Fees Total	$150,000

Solid Waste

Expense Increased

$1,007,951 (FY 24 $968,441)

Director Decreased $61,565

Residential Increased $66,406

Commercial Increased $103,447

Transfer Station Up $214,047

C&D Landfill Increased $624,476

Closed Landfill Up $28,000

Yard Waste Increased $33,141



Solid Waste

Total Capital

53 ft. Trailer - $100,000

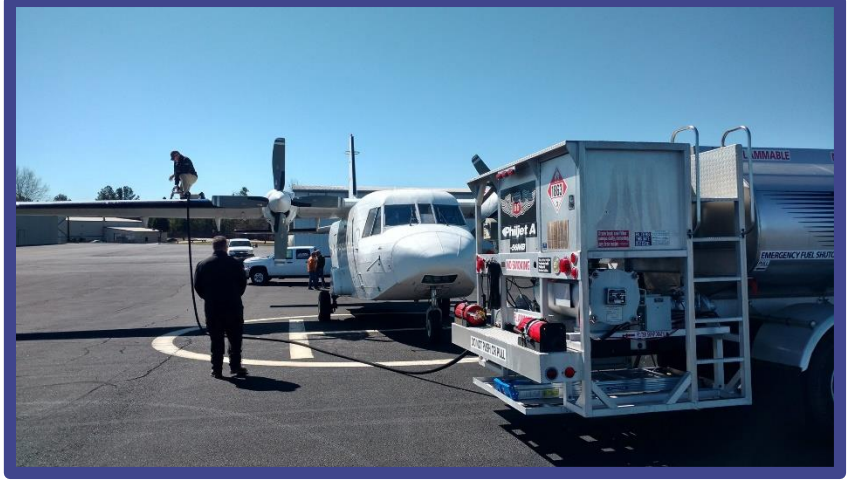
Fuel Truck – $134,000

Recycling Baler - $365,000

TOTAL = $599,000



Airport



Total Operating Revenue – $516,356

(not incl transfers)

Spalding County Operations $174,985

Spalding County Debt Service $368,075

($337,050 FY25 $31,025 prior years)

Transfer from General Fund $481,010 (City)

(FY24 $537,770; FY23 $445,984)

Airport

Total Expenses – $1,007,965

($1,026,822 FY24)

Fuel for resale - $291,450

(FY24 $312,810)

AV Gas - $175,950

Jet A - $115,500

$47M coming from State For New Airport



Telecom



Total Revenue – $1,199,891

(FY24 $1,079,871)

Operating Revenue Increased – $120,020

($65,741 FY24)

- $640,521 from fiber leases ($550,000 FY24)
- $481,691 from internal service charges ($477,671 FY24)

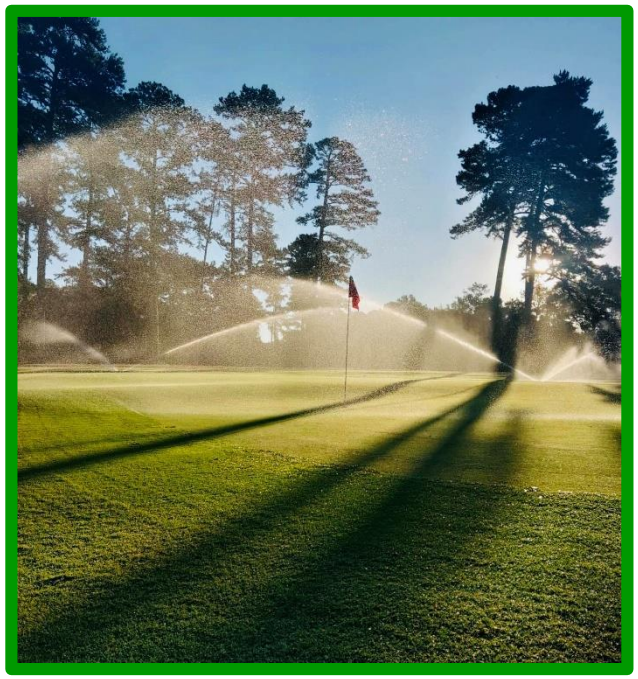
Total Expenses - $1,265,589

(FY24 $1,097,513 FY24)

Expenses increased - $168,076

- Salaries Increased $55,539 (New install tech)
- Capital $100,000 (Fiber network expansion)

Golf Course



Operating Revenue – $752,655 ($572,800 FY24)

Increased $179,855 (31.4%)

Expenses – up $90,960

Capital - $66,800

- Turf Collection System – $15,000
- Work Cart - $36,000
- Stairs - $9,300
- Dumpster Enclosures - $6,500

Transfer Required - $525,761 ($596,116 FY24)

Motor Pool

Revenue – $1,237,950

FY24 $1,189,395

Expenses – $1,570,453

FY24 $1,798,119

No Capital

Transfer Required - $261,993

FY24 $563,304

Main Street Program



Main Street $242,276

($208,133 FY24)

- $97,456 allocation from Economic Development +
- $144,820 specific to Main Street

Revenue budgeted - $26,600

- $16,000 from GSBTA ($10,000 for advertising; $6,600 for sponsorships)
- $10,000 Corporate Sponsorship of Second Saturdays

Downtown Development Authority

DDA $555,641

($370,853 FY24)

$97,456 Allocation +
$458,185 specific DDA

Capital $400,000 for building purchase, rehab, & resale (Transfer from TAD1)



Hotel / Motel Tax

Revenue	**$150,000**	($132,000 FY24)
Historic City Hall	**$28,125**	(18.75%)
GSBTA (DMO)	**$65,625**	(43.75%)
General Fund	**$56,250**	(37.50%)

Special Revenue Funds

CDBG

Revenue & Expenses $1,581,945

$1,000,000 Grant $581,945 Local

Court Tech Revenue $25,000

$14,450 Expenses $8,130 Reserved

TSPLOST Revenue $3,727,500

$285,000 GF Transfer for LMIG

$4,012,500 Total Expenses


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City of Griffin
ANNUAL
BUDGET
Fiscal Year 24-25

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 28, 2024

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

Commissioner McCord participated via telephone.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Wright

Invocation ..... Commissioner Tinsley

Approval of Agenda

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

PRESENTATIONS AND DELEGATIONS

1. Presentation of proclamation for Pride Month 2024.

   Mayor Hollberg presented the proclamation for Pride Month to members of Griffin's EDIT team and citizens. EDIT member, Sara Felth, thanked the Commissioners for honoring the history and achievements of the LGBTQ+ community. There is an ongoing fight for civil rights for this community, and this is a symbol of solidarity and support of the LGBTQ+ community. Zachary Fuller thanked the Commissioners and professed his pride for the City of Griffin as this is its fourth year to recognize Pride Month.

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.

Michael Palmieri, 1701 Wesminster Circle, Griffin, expressed his concern for the children of the neighborhood as many people speed on Wesminster Drive. He asked if the City would consider a speed table in the street for safety.

Tina Marie Marsden, 226 Kentucky Ave, Griffin, commented about ADA accommodations. She suggested that the City review the ADA tool kit and noted her intent to submit a Title II complaint this evening.

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.

2. Receive comments regarding a minor amendment to the Downtown Urban Redevelopment Plan. *City Attorney, Andrew J. Whalen III, will address.*

   Mr. Whalen stated this is a minor amendment to the Urban Redevelopment Plan (URP) which adds One Griffin Center's roof and parking deck to the plan, and the City will be taking bids on those projects. Additionally, the current Urban Redevelopment Agency (URA) is the Board of Commissioners. Staff recommends approval of the Resolution designating the Downtown Development Authority (DDA) as the Board of Directors of the URA.

There were no public comments.

3. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2024 and ending June 30, 2025. *City Manager Jessica O'Connor will address.*

   Ms. O'Connor addressed the Board, thanking them for a productive workshop and the questions this morning. She added her thanks to Ms. Thompson, Ms. Manning-Gilbert and the Department Directors for all their hard work in completing the budget. The public notice for the budget was published in the Griffin Daily News on Tuesday, May 14, 2024. The notice advertised the two public hearings on May 28, 2024 at 6 p.m. and June 11, 2024 at 6 p.m. Also included in the ad was the scheduled date of the Commissioners' vote on the proposed FY25 budget, which is June 11, 2024 at 6 p.m. Ms. O'Connor stated the proposed budget has been available for public review since Friday, May 17, 2024, both on the City's website and in the City Manager's office. No citizens have viewed the proposed budget in the City Manager's office. Thirteen visitors have viewed the proposed budget on the website. Ms. O'Connor stated that Staff has presented a fair and balanced budget.

   There were no public comments.

CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meetings on May 14, 2024.

5. Consider a one-year service agreement with Squeaky Clean in the amount of $9,087.00 to provide cleaning services at Historic City Hall every two weeks. *Jeremy Stratton, Economic Development Director, will address.*

6. Consider a contract for water and sewer construction services for Phase II of the Community Development Block Grant (CDBG), Rushton Mill Area, from RDJE, Inc., lowest responsive bidder, in the amount of $1,447,854.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

7. Consider purchase from Cogsdale, Sole Source, to provide software maintenance and upgrades to the Cogsdale Customer Management and Utility Billing System in the amount of $216,166.95. *Chief Technology Officer Gibb Cotton will address.*

8. Consider declaring as surplus the attached list of property kept in the Griffin Police Department Evidence Room. *Lieutenant Brandon Walden will address.*

9. Consider the purchase of 84 feet of Box Culverts and materials for installation from Foley Products Company, sole source, in the amount of $52,000.00. *Director of Stormwater, Ariel Blanton, will address.*

Motion/second to approve the Consent Agenda by Commissioners Murray/Wright 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 an amendment to the Downtown Urban Redevelopment Plan and consider a Resolution designating the Downtown Development Authority of the City of Griffin, Georgia as the Board of Directors of the Urban Redevelopment Agency of the City of Griffin, Georgia. *City Attorney, Andrew J. Whalen III will address.*

Motion/second to approve an amendment to the Downtown Urban Redevelopment Plan and consider a Resolution designating the Downtown Development Authority of the City of Griffin, Georgia as the Board of Directors of the Urban Redevelopment Agency of the City of Griffin, Georgia by Commissioners Murray/Ward carried 7-0.

11. Consider a resolution abandoning the 20' portion of undeveloped right-of-way of North Fifth Street (0.097 acres/4,209 square feet of land). *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve a resolution abandoning the 20' portion of undeveloped right-of-way of North Fifth Street (0.097 acres/4,209 square feet of land) by Commissioners Murray/Ward carried 7-0.

12. Consider, on second 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.*

    Motion/second to approve on second reading, an ordinance amending Code of Griffin, Chapter 54, Health and Sanitation, by adding Article III, Mobile Food Vendor by Commissioners Ward/Tinsley carried 7-0.

13. Consider a change order with North Georgia Concrete, Inc. increasing the original contract sum of $813,355.81 in the amount of $34,614.65 for a total of $847,970.46 for the concrete bridges at the Griffin Golf Course. *Public Works Director, Mariza Eller, will address.*

    Motion/second approve to a change order with North Georgia Concrete, Inc. increasing the original contract sum of $813,355.81 in the amount of $34,614.65 for a total of $847,970.46 for the concrete bridges at the Griffin Golf Course by Commissioners Ward/Wright carried 7-0.

14. Consider MEAG Power Sale of Excess Power to the City of Grantville on behalf of the City of Griffin in the amount of 272 kW. *Electric Director, Jennifer Freeman will address.*

    Motion/second to approve MEAG Power Sale of Excess Power to the City of Grantville on behalf of the City of Griffin in the amount of 272 kW by Commissioners Ward/Murray carried 7-0.

15. Consider, on first reading, an Ordinance approving the 2022 Amendments to the GMEBS Defined Benefit Retirement Plan, which the City of Griffin participates in for its employees. *City Attorney, Drew Whalen, will address.*

    Motion/second to approve on first reading, an Ordinance approving the 2022 Amendments to the GMEBS Defined Benefit Retirement Plan, which the City of Griffin participates in for its employees by Commissioners Ward/Murray carried 7-0.

16. Consider a claim for personal injury to Eric Folsom, based upon Ante Litem Notice from Morgan & Morgan, dated April 26, 2024, received May 17, 2024, for injuries sustained in a single-vehicle accident on April 9, 2024, and demand for settlement in the amount of $1,000,000. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim for personal injury to Eric Folsom, based upon Ante Litem Notice from Morgan & Morgan, dated April 26, 2024, received May 17, 2024, for injuries sustained in a single-vehicle accident on April 9, 2024, and demand for settlement in the amount of $1,000,000 by Commissioners Ward/Murray carried 7-0.

17. Commissioners to appoint one board member to fill the new position created by the Board of Commissioners' approval of an amendment to the Environmental Council ordinance. This appointment will be a seven-month term set to expire 12/31/24.

    Mayor Hollberg nominated Sydney Kohl.

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

    Appointed: Sydney Kohl

18. Commissioners to appoint a Commissioner to the Griffin Environmental Council (GEC) for term set to expire 12/31/24.

Commissioner Murray nominated Mayor Hollberg.

Motion/second to closed nominations by Commissioners McCord/Murray carried 7-0.

Appointed: Mayor Doug Hollberg

19. Commissioner McCord to appoint a member to the City Board of Ethics, District 6, to fulfill a term set to expire 12/31/2024, per Ordinance in the Code of Griffin at Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

    Appointed: Kathlyn Strozier

20. Commissioner McCord to appoint a member to the Planning and Zoning Board for District 6 to fulfill an unexpired term set to expire on 12/31/2024.

    Appointed: Kathlyn Strozier

21. Consider cancellation of the scheduled Workshop and Regular meetings on Tuesday, June 25, 2024 due to the Georgia Municipal Association Annual Convention. *City Manager, Jessica O'Connor, will address.*

    Motion/second to cancel the scheduled Workshop and Regular meetings on Tuesday, June 25, 2024 due to the Georgia Municipal Association Annual Convention 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 stated the City must submit a voting delegate for the GMA Annual Convention. The consensus was that Mayor Hollberg would represent the City as the voting delegate. Ms. O'Connor also asked about the City participating in the Parade of Flags at the GMA Annual Convention, and the Commissioners agreed to participation in the Parade of Flags.
2. Ms. O'Connor stated that the budget adoption will be considered on Tuesday, June 11, 2024. If there are any questions, she asked that the Commissioners reach out to Ms. O'Connor.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER COMMENTS

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

Ward: Commissioner Ward thanked Staff for bringing a balanced budget for the Board's consideration. She stated her appreciation for all Staff's work.

Curtis: No comment.

Murray: Commissioner Murray thanked all in attendance. She congratulated Staff on a great budget presentation.

Wright: No comment.

Tinsley: No comment.

McCord: Commissioner McCord echoed the comments about the budget presentation, offering his appreciation for the hard work by the City Manager and Staff.

Hollberg: Mayor Hollberg reminded all that June Jam is Saturday, June 8, kicking off at 3 p.m. Tables are still available. The event will run from 3 p.m. to 10 p.m.

ADJOURN

Motion/second to adjourn at 6:27 p.m. by Commissioners Ward/Murray carried 7-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of twenty 15KV pad mount transformers in the amount of $21,700 and twenty-five 25 KV pad mount transformers in the amount of $31,375 and six 100 KV pad mount transformers in the amount of $30,120, for a total of $83,195 from Stuart C. Irby Co., low bidder through ECG Joint Purchasing. *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:

20- 25 KV 7200v 120/240 pad mount transformers: $21,700
25- 25 KV 7200v 120/240 pad mount transformers: $31,375
6- 100 KV 7200v 120/240 pad mount transformers: $30,120
Total $83,195 budgeted in FY24 budget

Submitted By:
Jennifer Freeman

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Joint_Purchasing_ECG.pdf
PO-Stuart Irby- 15,25,100 KV PM Transformers- BOC 6-11-24.pdf
Quote-Stuart Irby- 15,25,100 KV PM Transfomers- BOC 6-11-24.pdf

IPC Amendment #3

Exhibit A-7

Joint Purchasing (JP)

The Joint Purchasing ("JP") Service includes, among other things:

- Aggregating annual purchase needs across members for common utility inventory items,
- Aggregating purchase needs across members for larger, product-specific buys on a quarterly or as-needed basis (such as 3-phase transformers, large switchgear, etc.),
- Developing common standards and specifications for utility inventory items, and
- Developing the mechanism to buy/sell excess inventory.

ECG may add additional inventory and products from time to time. Purchase contracts for inventory and products are between a Participant and a contractor. ECG's JP Service includes bidding and other procurement and sales assistance only.

The Annual Costs of the JP Service shall be allocated to each Participant confirming its agreement to receive the JP Service for a Fiscal Year (together, the "JP Participants") based upon allocating Fiscal Year Costs to all JP Participants equally. Over and under recoveries related to such Service shall be allocated on the same basis.

Griffin
TOGETHER

City of Griffin, Georgia $71 5|23|24
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. SO13950329
Vendor No. # 3390

Vendor Name & Address
Stuart C. Irby Co.
1060-D Triad Ct.
Marietta, GA 30062

thorton@irby.com
Ph: 770-422-1005 Fax: 770-427-8455

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
Electric Line Construction
1010 N. Hill Street
Griffin, GA 30223

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
15 KV 7200V-120/240 S/P P/M Transformers Our P/N 22-003	510 - 0000 - 11 - 3603 - 0000	20	EA	1,085.000	21,700.00
25KV 7200V-120/240S/P P/M Transformers Our P/N 22-004	510 - 0000 - 11 - 3603 - 0000	25	EA	1,255.000	31,375.00
100 KV 7200V 120/240 S/P P/M Transformers Our P/N 22-006	510 - 0000 - 11 - 3603 - 0000	6.00	EA	5,020.000	30,120.00

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.

Quotation

irby
A Sonepar Company

STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
05/09/24	S013950329

REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 74103 ATLANTA GA 30384	1

SOLD TO.
CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30223

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL ST
GRIFFIN, GA 30223-1930
770-229-6406

ORDERED BY: JOHN PIERCE

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
129347			Jordan D Fernie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Todd E Horto		05/09/24	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
20EA		1	*GE QAOP103 (5501AB0015) 15KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH --- LEAD TIME = 9 IN STOCK, SUBJECT TO PRIOR SALE 11 = 2-3 WEEKS ---	1085.000EA	21700.00
25EA		2	*GE QAOP104 (5501AB0025) 25KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH --- LEAD TIME = AUGUST-2024 ---	1255.000EA	31375.00
6EA		3	*GE QAMW925 (5501AB0080) 100KVA 1-PH POLE-MT XFMR HV:7200/12470Y LV:120/240/Y, NO TAPS --- LEAD TIME = OCTOBER-2024 ---	5020.000EA	30120.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

Subtotal	83195.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	83195.00

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irbyutilities.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement between the City of Griffin and Life Fulfilled Coaching & Consulting in the amount of $1,450.00 to conduct two (2) 1.5 hour onsite Team Building Trainings for Customer Service employees. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Customer Service recognizes the need for employee training to enhance employee skills as it relates to providing the best service possible to its citizens. Funds were budgeted in FY24 to cover the cost of the two onsite training classes for employees.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The training is budgeted in FY24.

Submitted By:
Susan Bartholomew

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Life Fulfilled Coaching - Customer Service Training 6.11.24.pdf

(470) 765-6757
hello@carmencaldwell.com
www.carmencaldwell.com
P.O. Box 2137, Griffin, GA 30224

Life Fulfilled Coaching & Consulting

COACHING/ CONSULTING/TRAINING AGREEMENT

Agreement is entered into on **May 20, 2024** ("Effective Date")

Parties:

LIFE FULFILLED COACHING & CONSULTING **89 WELLINGTON DRIVE** **GRIFFIN, GA 30224** **HELLO@CARMENCALDWELL.COM** **470.765.6757**	**And**	**CITY OF GRIFFIN** **100 S. HILL STREET** **GRIFFIN, GA 30223** **RBAGWELL@CITYOFGRIFFIN.COM** **770.229.6403**
Known as "Company,"		Known as "Client."

Together, both Company and Client shall be referred to as "Parties" in this Agreement.

In consideration of the promises contained within this Agreement, and intending to be legally bound, Client agrees to retain Company to provide **Team Building** training, it is agreed as follows:

1. SCOPE OF SERVICES (the "Services")

Client desires to hire Company to provide **Team Building** training services as defined below:

(a) The **Team Building training** includes the following services:
(i) Two 1.5-hour training focused on team building and interpersonal work dynamics.
(ii) All training materials will be provided by Company.

(b) Additional services, beyond those described above, will require additional fees to be discussed and agreed upon by the parties.

2. CLIENT DUTIES

(a) Compensation: In consideration for the services provided by Company to Client as set forth in paragraph 1 above, Client agrees to pay Company a one-time service fee in the amount of **$1,450**. Company's obligation to render services hereunder is conditioned upon Client's payment of said fee. Therefore, said fees are due at the time of signing this contract or at previously agreed upon time. It has been agreed that the payment will be made the day of the service, June 13, 2024, via check. Company reserves the right to withhold delivery of Services until all outstanding fees

and assessed penalties are paid in full. Company will be responsible for the payment of all travel costs.

(b) Tools to be Provided by Client: Client agrees to provide the physical space for training, audio/visual needs including a projector and screen, and any simulcast equipment required for participants located off-site, as needed. Client agrees to provide any information or documentation (i.e., parking pass, entry access, etc.) required by Company to effectively perform said responsibilities in connection with the performance of services.

3. TERM

The term of this Agreement shall be from May 20, 2024 – June 13, 2024.

4. CANCELLATION

Client may cancel this Agreement for any reason by providing a minimum of 14 days written notice to Company. Cancellation of this Agreement by Client will not extinguish Client's obligation to pay the project fee specified in Paragraph 2(a) through the last day of performance or the 30th day after notice is provided, whichever comes later. In the event Client cancels this Agreement, Client will also remain obligated to pay all pre-approved expenses incurred by Company on Client's behalf through the last day of performance or the 30th day after notice is provided, whichever comes later. Company may cancel this Agreement at any time for any reason by providing written notice to Client. In the event that Company cancels this Agreement, Company will provide a prorated refund of any overages of fees paid minus any approved, unpaid expenses incurred on Client's behalf.

5. NO GUARANTEES

Company cannot guarantee the outcome of Team Building and Interpersonal Work Dynamics training and Company's comments about the outcome are expressions of opinion only. Company makes no guarantees other than that the services described in Paragraph 1(a) shall be provided to Client in accordance with the terms of this agreement. Client acknowledges that Company cannot guarantee any results for the Team Building and Interpersonal Work Dynamics training as such outcomes are based on subjective factors that cannot be controlled by Company.

6. CONFIDENTIALITY

(a) Client Information: Company commits to keeping our clients' information confidential. Any and all Client information and data of a confidential nature, including but not limited to any and all design, creative, marketing, sales, operating, performance, know how, business and process information (hereinafter referred to as "Confidential Information"), shall be treated by Company in the strictest confidence and not disclosed to third parties or used by Company for any purpose other than for providing Client with the services

specified hereunder without Client's express written consent. Confidential Information shall not include any information which (a) becomes available to the public through no breach of confidentiality by Company, (b) was in Company's possession prior to receipt from the disclosure, (c) is received by Company independently from a third party free to disclose such information, or (d) is independently developed by Company without use of the Client's Confidential Information. Upon request, Company hereto will promptly return or destroy all documents containing Confidential Information and delete all electronic records of or containing the
same.

(b) Public Disclosure: Neither party may disclose the terms of this Agreement. Neither party shall make any formal or informal public statement, press release or other announcement regarding the existence or terms of this Agreement without the other party's prior written approval.

(c) Non-Disparagement: Member shall, during and after the participation in and use of the Company's services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Company, or any of Company's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law. This includes posting disparaging commentary on third-party websites and consumer review blogs.

8. INDEPENDENT CONTRACTOR

(a) Independent Contractor Relationship: The Parties agree that Company is an independent contractor under this Agreement and Company shall not be rendered an employee, partner, agent of or joint venturer with the Client for any purpose. Company shall continue to provide similar Services for entities other than the Client and holds itself out to the public to be a separate business entity. Company shall retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement. Company shall be responsible to the ownership and management of the Client, but Company will not be required to follow or establish a regular or daily work schedule. Company will not rely solely on the equipment or offices of Client for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Company regarding services performed for the Client shall be considered a suggestion only, not an instruction or demand. Client retains the right to inspect, stop or alter the work of Company to assure its conformity with this Agreement and Client needs. Company and Client agree to conform to any and all IRS tests necessary to establish and demonstrate the independent contractor relationship between Client and Company.

(b) Taxes & Benefits: Company will be responsible for filing its own tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Client shall not be responsible for withholding taxes with respect to Company's compensation. Company shall have no claim against Client for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any
kind.

9. INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any provision to the contrary contained in this Agreement, it is understood and agreed that the Materials and all intellectual property rights associated therewith are, and will remain, the sole and exclusive property of Company and that no license, right, title, interest in and/or to such Materials is granted to Client by virtue of the services provided. Company will retain all rights, title and interest to any modifications made to the Materials, derivative works derived from the Materials, and/or incorporating the Materials, if any. Client agrees that it may not copy, modify, adapt, translate, rent, lease, sublicense, loan, resell for profit, distribute, time-share, or create any derivative works of the Materials nor allow or sell access to the Materials, or use the Materials for the benefit of, any distributor, reseller, sub licensor, aggregator, or remarketer of any kind, including any other coaches or course providers. Client may not offer to a third party any sample or test on the Materials, including media, and will reproduce the legends on any reproductions. This provision stands unless other agreements of intellectual property have been arranged.

10. WARRANTIES

(a) Company's Warranties: Company represents, warrants and covenants that Company has full authority to enter into this Agreement and that all of the services, whether performed by Company or any of its subcontractors, will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable and qualified personnel.

(b) Client's Warranties: Client represents, warrants and covenants that Client has full authority to enter into this Agreement and has or will obtain, during all times relevant hereunder, all of the necessary consents, rights, licenses, clearances, releases or other permissions to lawfully consummate the transactions and lawfully discharge, in all material respects, each and every of Client's obligations or duties set forth hereunder, whether performance is due now or hereafter during the Term.

(c) Except for the express warranties provided throughout this agreement, neither party makes any other warranties, express or implied.

11. LIMITATION OF LIABILITY

(a) In no event shall either party have any liability to the other party for any lost profits, loss of use, business interruption, costs of procurement of substitute goods or services, or for any indirect, special, incidental, multiple, exemplary, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage; and

(b) In no event shall a party's liability exceed the fees paid under this Agreement, whether in contract, tort or under any other theory of liability.

(c) The foregoing limitations in this section 12 shall not apply to a breach of confidentiality by a party hereunder or the obligations under paragraph 19.

12. EFFECT OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

13. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. NEUTRAL CONSTRUCTION

This Agreement was prepared by Company and/or Company's legal counsel. It is expressly understood and agreed that this Agreement shall not be construed against Company merely because it was prepared by its counsel; rather, each provision of this Agreement shall be construed in a manner which is fair to both parties.

15. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. ASSIGNMENT

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that Client may not assign any of its rights under this Agreement, except to a wholly owned subsidiary entity of Client. No such assignment by Client to its wholly owned subsidiary shall relieve Client of any of its obligations or duties under this Agreement.

17. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Company at: 89 Wellington Drive, Griffin, GA 30224 or hello@carmencaldwell.com
To Client at: 100 S. Hill Street, Griffin, GA 30223 or rbagwell@cityofgriffin.com
Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

18. GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be governed by the laws of the State of Georgia, without regard to conflicts of law principles. If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Company agree to attempt to mediate in good faith for up to thirty (30) days after notice is given. If the dispute is not resolved between the Client and Company, the two parties agree to resolve this dispute in the district courts of the relevant courts located in any state or federal court located in Spalding County, Georgia.

19. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to
any other relief to which it or they may be entitled.

20. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

21. SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

22. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and no statement, representation, warranty, or covenant has been made by either party, except as expressly set forth herein. The parties hereto are independent contractors.

Carmen L. Caldwell

5/20/2024

Carmen Caldwell, Life Fulfilled Coaching & Consulting (“Company”)

Date

City of Griffin ("Client")

Douglas S. Hollberg, Mayor

Date

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, an Ordinance approving the 2022 Amendments to the GMEBS Defined Benefit Retirement Plan, which the City of Griffin participates in for its employees. *City Attorney, Drew Whalen, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The GMEBS Board adopted amendments to the Plan in 2022, which were submitted to the IRS for a Letter Ruling, which GMEBS received in 2023. GMEBS legal staff has prepared an Ordinance and Adoption Agreement, plus a General Addendum specific to the City of Griffin, for approval and filing with GMEBS on or before July 12, 2024. When approved, these documents also constitute a contract between the City and GMEBS.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Adoption of Plan amendments should have no material financial impact on the City's participation in the retirement plan.

Submitted By:
Susan Bartholomew

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin AA 5 9 2024[29].pdf
Griffin Addendum 5 9 2024[23].pdf
Griffin CM 5 9 2024[69].pdf

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Griffin

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Griffin, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Griffin, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Griffin, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Griffin, Georgia**

3. GOVERNING AUTHORITY

Name: **Board of Commissioners of the City of Griffin**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **Human Resources Director**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

Position: **Chairperson of the Board of Commissioners or Commissioner designee**
Position: **City Manager**
Position: **City Attorney**
Position: **One (1) active Employee Participant to be appointed annually by the Board of Commissioners**
Position: **One (1) retired Participant to be appointed annually by the Board of Commissioners**

Pension Committee Secretary: **Human Resources Specialist**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

- ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
- ☐ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____ _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal

Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

(1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

(2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

(3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **February 25, 2020 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **April 16, 2005 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **April 16, 2005 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective **March 27, 1941 (if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means **(check one):**

☐ Calendar Year
☒ Employer Fiscal Year commencing **July 1**.
☐ Other **(must specify month and day commencing)**: _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan **(check one)**:

☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**: **Any person who is or becomes classified as a part-time, seasonal, or temporary employee under the City of Griffin's Personnel Policy (in effect as of April 16, 2005 or as amended in the future), shall not be (or no longer be) eligible to participate in the Plan. (See General Addendum subsection l6(a) for additional provisions.)**

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Elected or appointed members of the Governing Anthority who hold office on or after November 29, 2017, are eligible to participate in the Plan.**

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum hour requirement for Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **30 hours/week (regularly scheduled) and at least 1,500 hours per year (regularly scheduled)** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Minimum hour requirement applicable to excepted Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum requirement for Regular Employees:

☒ No minimum
☐ At least _____ months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

The months to year requirement for excepted class(es) are:

☐ No minimum
☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional **(check one)**:

☐ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
☒ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: **Participation is**

optional for City Managers, Assistant City Managers, and Department Managers initially employed after April 16, 2005, subject to the requirements described above concerning election to participate. If a former employee who terminated prior to April 16, 2005, is rehired as a City Manager, Assistant City Manager, or Department Manager after April 16, 2005, and did not previously participate under the City's defined benefit retirement plan in effect prior to April 16, 2005 (hereinafter "Predecessor Plan"), said Employee may not participate under this Plan. Participation is mandatory for the City Manager, Assistant City Manager, and Department Managers employed as of April 16, 2005 (referred to below as "Current Managers"). If a Current Manager has not previously participated under the Predecessor Plan, said Manager shall commence participation under this Plan as of April 16, 2005. Current Managers shall receive credit under this Plan for full-time service (at least 30 hours per week) performed for the City prior to April 16, 2005.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan. With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Credited Past Service shall not include service as au elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on November 29, 2017.**

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or

under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____**.

(4) Payment for Prior Military Service Credit (check one):

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury**

Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ___**_____**.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. <u>Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)</u>

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the

Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

- ☐ Unused sick leave
- ☐ Unused vacation leave
- ☐ Unused personal leave
- ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are **(check one or more as applicable)**:

☒ Attainment of age **55 (insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

☒ Attainment of age **65** **(insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☒ Attainment of age **55 (insert number)**

☒ Completion of **25** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☒ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) ☐ **Rule of _____ (insert number)**. The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) ☐ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) ☐ **Other Alternative Normal Retirement Benefit**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☒ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **Rule of 75 with a minimum age of 50.**

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

☒ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants who are Police Officers or Firefighters, as defined in the Basic Plan Document Sections 2.51 and 2.34 respectively.**

A public safety employee Participant **(check one)**: ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
☐ No minimum.
☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **The Participant must have at least 5 years of Credited Service and must have become an Employee of the City before July 1, 1995 (See General Addendum Section 16(b) for additional requiremeuts).**

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

  ☐ All Eligible Regular Employees.

  ☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

☒ (a) **Flat Percentage Formula**. **2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
All Participants who are Regular Employees who are in Service with the City on or after July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005, under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005, (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 16(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).

☒ (b) **Alternative Flat Percentage Formula**. **1.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **All Participants who are Regular Employees who are in Service with the City on or after November 29, 2017, and who Terminate prior to July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005, under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005 (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 16(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).**

☐ (c) **Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (d) **Alternative Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed $_____ **(specify amount)**. This definition shall apply to **(check one)**:

☐ All Participants who are Regular Employees.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the _____ **(insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose. **(See subsection l6(i) of General Addendum.)**

This definition of Final Average Earnings applies to:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**25.00** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:

☒ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Alternative Early Retirement Reduction Table

Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit* (complete as applicable)**
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.

☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☒ No minimum is established.

☐ No less than **(check one):** ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☒ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

_____

_____

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

(a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

☐ (1) No cost-of-living adjustment.

☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.

☒ (3) Fixed annual cost-of-living adjustment equal to **3.0**% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

☐ All Participants (and their Beneficiaries).

☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.

☒ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: **All Participants (and their Beneficiaries) who were initially employed before Jnly 12 2018. All Participants (and their Beneficiaries) initially employed on or after July 1, 2018, will have no cost-of-living adjustment. See also General Addendum subsection 16(d).**

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): **See General Addendum subsection 16(d).**

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule **(check one):**

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **10** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Vesting Schedule for excepted class **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☐ No vesting schedule (immediate vesting).

☒ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: **Benefits shall be 100% Vested after the Participant has a minimum of 8 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies the minimum.**

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

(1) ☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

- ☒ The Participant must be vested in a normal retirement benefit.
- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) ☐ **Actuarial Reserve Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

- ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- ☐ Total Credited Service accrued prior to the date of the Participant's death.

☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the

Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☐ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

☒ Are required in the amount of **2.0**% **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: **Employee Contributions are required for all Eligible Regular Employees who are in Service with the City on or after July 1, 2018. Contributions are not required for elected or appointed members of the Governing Authority. See General Addendum Section 15 concerning withdrawal and repayment of Employee Contributions by Eligible Regular Employees initially employed prior to July 1, 2018.**

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

☒ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

☐ Interest shall not be paid.

☒ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

(1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq*. (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Basic Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

> On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
>
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Griffin, Georgia this _____ day of _____, 20_____.

Attest: CITY OF _____, GEORGIA

_____ _____

City Clerk **Mayor**

(SEAL)

Approved:

Andrew J. Whalen, III
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____
Secretary

GENERAL ADDENDUM TO THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the City of Griffin, Georgia, as follows (complete one or more sections, as applicable):

***** Items (1) and (5) of General Addendum – Not Applicable *****

(6) Modified Definition of Earnings. For purposes of determining Final Average Earnings, Earnings as defined in Section 2.26 of the Basic Plan Document shall be modified as follows (check all that apply):

☒ **(a) excluding overtime pay.**

☐ **(b) excluding bonuses.**

☒ **(c) excluding perquisites or allowances for use of a car or house rent (specify type of excluded earnings).**

☐ **(d) including perquisites or allowances for use of a car or house rent.**

☐ **(e) including severance payments; provided that the following limitations shall apply (must specify): ____.**

☐ **(f) including _____ (specify type of included earnings).**

This definition of Earnings applies to (check one):

☒ **All Participants.**

☐ **Only the following Participants (must specify):**

_____.

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section including but not limited to the amount(s) paid and the date of such payment(s).

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

***** Items (7) through (14) of Pre-approved Addendum – Not Applicable *****

(15) Effect of Refund of Contributions.

This Section applies to an Eligible Regular Employee who was initially employed prior to July 1, 2018, and is required to begin making Employee Contributions under the Plan effective on or after July 1, 2018 (date Contributions commence). If, upon such a Participant's Termination of employment on or after July 1, 2018 (date Contributions commence), the Participant withdraws the Participant's Employee Contributions pursuant to Section 13.03 of the Basic Plan Document, the Participant shall forfeit for the Participant and the Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after July 1, 2018 (date Contributions commence) (described herein as "Contributory Service"), and such Contributory Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for Vesting or benefit eligibility under the Plan, unless said Participant's Contributory Service is reinstated pursuant to subsection 13.03(d) of the Basic Plan Document. In addition, the amount of any benefit payable for Credited Service before July 1, 2018 (date Contributions commence), shall be determined in accordance with the terms of the Plan in effect immediately prior to such date, unless said Participant's Contributory Service is reinstated pursuant to subsection 13.03(d) of the Basic Plan Document.

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) Eligibility and Credited Service for Reclassified Employees – If a temporary or seasonal employee is reclassified as a regular, full-time employee under the City's personnel policies, then the Employee may commence participation in the Plan as of the effective date of said reclassification, and the Employee may receive credit for prior full-time service (at least 30 hours per week) as a temporary or seasonal employee.

(b) Definition of Disability; Disability Qualifications - Notwithstanding any provision of the Basic Plan Document or Adoption Agreement to the contrary, Disability Retirement benefits shall be administered in accordance with and subject to the provisions of Section 19A-2.4 of the retirement benefit plan for City employees, as adopted by the Board of Commissioners on June 13, 1995 as ordinance number 95-8, and published in the 1968 City Code of Griffin, Georgia, as Chapter 19A (hereinafter referred to in this General Addendum as "the Predecessor Plan"). The terms of said Section 19A-2.4 are incorporated herein by reference; provided, however, that: 1) the Pension Committee as defined in Section 5 of the Adoption Agreement, not the Board

of Trustees, shall be responsible for determining whether a Participant is eligible for Disability Retirement benefits under Section 19A-2.4 and for approving applications for said benefits; and 2) the amount of the Disability benefit shall be computed in the same manner as the Normal Retirement benefit as provided in Section 15(B) of the Adoption Agreement. For purposes of determining eligibility for benefits, the definition of "Total Disability" and "Total Disability Benefit" in Section 19A-1 of the Predecessor Plan shall control, notwithstanding any provision in the Basic Plan Document or Adoption Agreement to the contrary.

(c) **Retirement Formula under Predecessor Plan; "Basic Compensation" Table - Participants who were vested as of April 15, 2005, under the terms of the Predecessor Plan are entitled to receive a monthly Retirement benefit that is no less than the monthly retirement benefit that would be payable under the terms of the Predecessor Plan. The benefit that would be payable under the terms of the Predecessor Plan shall be determined in accordance with the applicable provisions of Section 19A-1 and 19A-2.2 of the Predecessor Plan, without taking into account subsections (b) or (c) of Section 19A-2.2. For purposes of determining the benefit that would be payable under the terms of the Predecessor Plan, "Basic Compensation" shall be as defined in Section 19A-1 of the Predecessor Plan, utilizing the table contained in said definition.**

(d) **Cost-of-Living Adjustment - As of July 1, 2005, and each July 1 thereafter, each Retired Participant and Beneficiary who is receiving a Retirement, Disability, or death benefit as of said date shall be entitled to receive a three percent (3%) Cost-of-Living Adjustment to the monthly benefit payment. The monthly benefit payable immediately prior to July 1, 2005, and immediately prior to each July 1 thereafter shall be multiplied by .03 and the resulting amount shall be the adjusted monthly benefit payable for the ensuing 12-month period (July 1 – June 30). If as of any July 1, a Retired Participant or Beneficiary has not been receiving monthly benefits for the entire preceding 12-month period, said Retired Participant will receive a pro rata adjustment based on the number of monthly payments received for the preceding 12-month period (e.g., if 6 monthly payments have been made as of July 1, the adjustment will be 1/2 of 3% or 1.5%). The annual Cost-of-Living Adjustment will first be included in monthly benefit checks for the month of July, which will be issued at the end of said month. If a Participant or Beneficiary's monthly benefit payments commence as of July 1 in any year, the first annual 3% adjustment will be made the following July 1. Except as provided in this section and notwithstanding any provision of the Predecessor Plan to the contrary, no other Cost-of-Living Adjustments, bonus adjustments, or other adjustments will be made on or after April 16, 2005. Notwithstanding the foregoing, no Cost-of-Living Adjustment shall apply to benefits payable to Participants (or their Beneficiaries) initially employed on or after July 1, 2018.**

(e) **Retirement Benefits for Terminated Vested Employees - With respect to payment of Retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005, and who do not return to**

employment with the City (hereinafter referred to as "terminated vested employees") shall be governed by the terms of the Predecessor Plan in effect as of the date of their termination, except as otherwise provided in this subsection 16(d). Early Retirement benefits and the Rule of 75 Alternative Normal Retirement benefit shall not be payable to or on behalf of said terminated vested employees. Monthly benefit payment options available to terminated vested employees who become eligible for a Normal Retirement benefit shall be the same as those available to Participants under the GMEBS Basic Plan Document. Actuarial assumptions and factors used to determine Retirement or survivor benefits payable to or on behalf of terminated vested employees shall be those specified in the GMEBS Basic Plan Document. In determining the monthly Normal Retirement benefit amount payable to terminated vested employees and the Normal Retirement date upon which said benefit becomes payable, GMEBS is directed to utilize the listing of inactive vested employees provided to GMEBS by the City which reflects the Normal Retirement benefit amount and Normal Retirement date for each terminated vested employee. Provided, however, that this provision shall not create a duty to notify terminated vested employees of their entitlement to a Normal Retirement benefit or a duty to pay Normal Retirement benefits until application for said benefits is made by the terminated vested employee.

(f) **Pre-Retirement Death Benefits - The "Auto A" in-service pre-retirement death benefit (see Adoption Agreement subsection 18(A)) and the "Auto A" Terminated Vested death benefit (see Adoption Agreement subsection 18(B)) shall be payable in accordance with the provisions of the Basic Plan Document and Adoption Agreement, notwithstanding any provision of the Predecessor Plan to the contrary. With respect to Participants who Terminated prior to November 15, 2017, if the Pre-Retirement Beneficiary to whom the pre-retirement benefit is payable is a Child as defined in Section 2.12 of the Basic Plan Document, then the Auto A death benefit otherwise payable to the Child will be actuarially adjusted to provide for payment until the Child attains age 22, or if later, until the 5th anniversary of the Participant's death; if the child dies before benefits are due to cease under this provision, no further benefits will be payable. The age 22 of 5th anniversary cutoff, as applicable, shall not apply with respect to death benefits payable to a Child with respect to Participants who Terminate on or after November 15, 2017; provided, however, that monthly benefits shall be reduced in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and any other applicable federal law or regulation. Pre-retirement benefits will not be paid in the form of a single lump sum, except as otherwise provided by the Basic Plan Document with respect to small benefit cash-outs.**

(g) **Pre-Retirement Death Benefits for Terminated Vested Employees - Notwithstanding any provision of the Predecessor Plan to the contrary, with respect to payment of pre-retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005, and who do not return to employment with the City (hereinafter "terminated vested employees") shall be governed by the terms of subsection 16(e) above, except**

as otherwise provided herein. Notwithstanding subsection 16(e) above, the pre-retirement death benefit payable to terminated vested employees shall be equal to the survivor's portion of the actuarial equivalent 50% joint and survivor annuity as described in the GMEBS Basic Plan Document, which shall be calculated based upon the Normal Retirement benefit amounts reflected in the listing of inactive vested employees provided to GMEBS by the City. If the Pre-Retirement Beneficiary to whom the death benefit is payable is the terminated vested employee's Spouse as defined in Section 2.62 of the Basic Plan Docment, then the Spouse may defer receipt of the death benefit until what would have been the terminated vested employee's normal retirement date. If the Pre-Retirement Beneficiary is not the Spouse, the death benefit shall be payable as of the first day of the month coinciding with or following the date of the terminated vested employee's death. The death benefit will be actuarially reduced to reflect payments made prior to the date that would have been the terminated vested employee's normal retirement date. Actuarial assumptions and factors used to determine pre-retirement death benefits payable on behalf of terminated vested employees shall be those specified in the GMEBS Basic Plan Document. This provision shall not create a duty to notify terminated vested employees or their beneficiaries of their entitlement to a pre-retirement death benefit, nor shall it create a duty to pay pre-retirement death benefits until application for said benefits is made by the terminated vested employee.

(h) **Timing of Distributions - Distribution of Retirement benefits will commence as of the Participant's effective Retirement date as determined under the GMEBS Basic Plan Document, but in no case before a Participant files a claim for benefits. Notwithstanding Section 19A-4.2 of the Predecessor Plan, monthly Retirement benefit payments will not be pro-rated.**

(i) **Modified Definition of "Final Average Earnings" or "Average Annual Compensation" – Final Average Earnings shall be defined as the average Earnings during the 60 consecutive months of employment with the City in which the Participant received the greatest aggregate amount of Earnings.**

(j) **Indemnification - In the event that GMEBS or GMA (including their officers, directors, or employees) is made a party to any claim arising out of or concerning administration of the Predecessor Plan (including but not limited to claims concerning eligibility for benefits, benefit calculation or payment, employee contributions, plan investments, plan funding, record-keeping, or regulatory compliance) or any claim arising out of or concerning differences between the terms of this Plan and the Predecessor Plan, then to the extent allowed by law, the City shall indemnify and hold GMA and GMEBS harmless for any and all judgments, settlements, and costs, including attorney fees ("loss"), that GMEBS or GMA incurs or pays in connection therewith.**

(k) **Transfer of Assets - The City was to take all necessary steps to effect the transfer of all plan assets currently held for participants and beneficiaries of the Predecessor Plan to the Board of Trustees of the Georgia Municipal**

Employees Benefit System (GMEBS). Said transfer was effected by the City no later than April 16, 2005, or as soon as reasonably practicable thereafter, utilizing transfer methods and/or procedures mutually agreed upon between the City and GMEBS. Upon the acceptance and execution of the Adoption Agreement and Addendum by the City of Griffin and by the authorized officer of GMEBS, and after said transfer of assets, the Board of Trustees of the GMEBS shall serve as successor trustees to the board of trustees established under the Predecessor Plan with respect to assets transferred to GMEBS and shall be responsible for administration of the retirement plan and investment of transferred plan assets in accordance with and subject to the terms of O.C.G.A. 47-5-1 et seq., the GMEBS Basic Plan Document, Adoption Agreement, and the GMEBS Trust Agreement.

(l) **Obligations of Trust Fund - Obligations of the City's Retirement Trust Fund shall not be payable from or charged upon any other funds of the City of Griffin. Obligations of the Trust Fund shall not constitute a charge, lien, or encumbrance, legal or equitable, on any property, real or personal, of the City of Griffin, nor shall they constitute a pledge of the taxing authority of said city.**

(m) **Amendments - The Board of Commissioners may amend the benefit elections in the Adoption Agreement at any time, but no amendment shall have the effect of decreasing the described Retirement benefit of anyone who is a Vested Participant on the date the amendment is adopted or becomes effective, whichever is later. This subsection 16(m) shall operate in lieu of subsections 18.01(a) and 18.01(c) of the Basic Plan Document.**

(n) **Clarification Regarding Prior Restatements – As a result of an Internal Revenue Service review of the Plan for the purpose of issuing a favorable determination letter on the qualified status of the Plan, the Plan was retroactively restated, generally effective as of July 1, 1989, and retroactively restated, generally effective as of July 1, 1997, both adopted on February 19, 2008, to adopt certain late amendments. The IRS issued a Closing Agreement on July 23, 2008, and a favorable determination letter on with respect to the Plan in effect as of August 7, 2008.**

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Board of Commissioners of the City of Griffin, Georgia this _____ day of _____, 20____.

Attest: **CITY OF GRIFFIN, GEORGIA**

_____ _____

City Clerk **Chairperson**

(SEAL)

Approved:

Andrew J. Whalen, III
City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____
Secretary

GEORGIA MUNICIPAL ASSOCIATION

RISK MANAGEMENT AND EMPLOYEE BENEFITS SERVICES

BOARD OF TRUSTEES

Chair
Marcia Hampton
City Manager, Douglasville

Vice-Chair
Shelly Berryhill
Commissioner, Hawkinsville

Secretary-Treasurer
Larry H. Hanson
CEO and Executive Director

Trustees:

Chris Hobby
City Manager, Bainbridge

Jason Holt
Mayor, Fitzgerald

Meg Kelsey
Asst. City Manager, Newnan

Jessica O'Connor
City Manager, Griffin

W.D. Palmer, III
Councilmember, Camilla

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Julie Smith
Mayor, Tifton

JoAnne Taylor
Mayor, Dahlonega

Albert Thurman
Mayor, Powder Springs

Rebecca L. Tydings
City Attorney, Centerville

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

May 9, 2024

MEMORANDUM VIA E-MAIL
(rfox@cityofgriffin.com)

TO: Mr. Rick Fox
Human Resources Specialist

FROM: Ms. Gwin Hall
Senior Associate General Counsel

SUBJECT: **Action Required: Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan Restatement**

The City of Griffin previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Basic Plan Document, Adoption Agreement, and General Addendum. The Plan is considered a "qualified plan" under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to include recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved document templates. To this end, we have completed the attached Adoption Agreement and General Addendum, which include the benefit and eligibility provisions that you currently have in place, for the city's approval. Please note that we have moved language regarding the effect of a refund of contributions, which is in subsection 15(o) of the current General Addendum, to a stand-alone Section 15 of the restated General Addendum.

If the draft documents are acceptable, please have the designated representatives sign and date where indicated (Adoption Agreement, p. 38, and General Addendum, p. 6). Next, please scan and email the documents to Gina Gresham at rgresham@gacities.com no later than **July 12, 2024**.

We will then countersign the documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

The draft documents will take effect on the date of their approval by the city. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

Please note the General Addendum contains certain provisions (Section 16) which do not fit squarely within the standard GMEBS General Addendum format. Thus, it will be necessary to file the city's Plan with the IRS for a separate opinion letter. Following the city's approval of the enclosed restated Plan documents, we will work with GMEBS's tax counsel to prepare the IRS filing documents for the city's signature.

We have also attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If you have any questions about the contents of this letter or require further information, please contact Gina Gresham.

Encl.

C: Mr. Andrew J. Whalen, III, City Attorney, City of Griffin (w/ encl.)
Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)
Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)
Mr. Kevin Jeselnik, Assistant General Counsel (w/o encl.)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider renewal of agreement for services for water storage tank maintenance for FY25 from American Tank Maintenance in the amount of $118,291.04. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This service includes inspections and washouts once per quarter for 4 clearwells, 5 elevated water storage tanks, and one clarifier.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY25 budgeted funds in account 505-4431-52-2200 and 505-4432-52-2200 for $323,750.00. This agreement is for $118,291.04.

Submitted By:
Brandon Lewis

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
1.5M_Clearwell_Agreement_-_5-24-2017.pdf
3.0M_Clearwell_Agreement_-_5-24-2017.pdf
Open_Top_Clarifier_Agreement.pdf
SB_Clearwell_1.pdf
SB_Clearwell_2.pdf
American_Tank_Signed_2019-2029 (1).pdf
FY 25 Budget Letter for American Tank Maintenance.pdf

American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Buried Circular Clearwell at Harry Simmons Water Plant

Tank Size and Style: 1,500,000 Gallons - Concrete

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 1,500,000 gallon water storage tank located at Circular Clearwell at Harry Simmons Water Plant.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to washout and inspect this tank during the term of this agreement.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years (once in a three year period) with the Owner beginning in Contract Year 2. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services which shall be equal to, or exceed the standards of the State of Georgia and the American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2017. The annual fee for Contract Years 1,2, & 3 shall be $3,450.00 per year. The annual fee for Contract Year 4 shall be $3,761.00. The annual fee for Contract Year 4 shall remain constant for three consecutive Contract Years. The annual fee for Contract Year 7 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2017. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2018. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, painting, repairs, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 1st day of July, 2017.

Owner: CITY OF GRIFFIN

By: _____

Witness: Michelle Haynes

American Tank Maintenance, LLC

By: _____ - Pres

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Buried Rectangular Clearwell at Harry Simmons Water Plant

Tank Size and Style: 3,000,000 Gallons - Concrete

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 3,000,000 gallon water storage tank located at Rectangular Clearwell at Harry Simmons Water Plant.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to washout and inspect this tank during the term of this agreement.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years (once in a three year period) with the Owner beginning in Contract Year 1. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services which shall be equal to, or exceed the standards of the State of Georgia and the American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2017. The annual fee for Contract Years 1,2, & 3 shall be $3,450.00 per year. The annual fee for Contract Year 4 shall be $3,761.00. The annual fee for Contract Year 4 shall remain constant for three consecutive Contract Years. The annual fee for Contract Year 7 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2017. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2018. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, painting, repairs, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 1ST day of July, 2017.

Owner:
CITY OF GRIFFIN

By: _____

Witness: Michelle Haynes

American Tank Maintenance, LLC

By: _____ - Pres

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

American Tank Maintenance

Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Harry Simmons Water Plant

Tank Size and Style: 825,000 Gallon - Open Top Clarifier

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 825,000 gallon water storage tank located at the Harry Simmons Water Plant – Open Top Clarifier.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tank during the term of this agreement. Maintenance and care shall include: visual inspections, exterior and interior painting, touch up painting.

The Company shall perform annual inspections and service the water storage tank beginning in Contract Year 2. The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tank at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of the water storage tank in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tank. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2017. The annual fee for Contract Years 1, 2, & 3 shall be $37,259.00 per year. The annual fee for Contract Year 4 shall be $10,762.00. The annual fee for Contract Year 4 shall remain constant for three consecutive Contract Years. The annual fee for Contract Year 7 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

This water storage tank shall receive an exterior and interior renovation prior to the end of Contract Year 1. The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2017. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2018. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st. Should the Owner elect to terminate this agreement prior to remitting all of the first 3 annual fees then the balance of the first 3 annual fees shall be due and payable within thirty (30) days of notice to terminate.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: any moving or mechanical parts, any electrical wiring or components, pumps, motors, conduit, containment, removal and/or disposal of any hazardous waste materials, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical

conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 1ST day of July, 2017.

Owner:

CITY OF GRIFFIN

By: _____

Witness: _____

American Tank Maintenance, LLC

By: _____ - Pres

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM

THIS 25TH DAY OF May 2017

BY: _____

CITY ATTORNEY



American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Still Branch Concrete Clearwell Tank #1

Tank Size and Style: 1,000,000 Gallon Concrete

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2016 and each subsequent 12 month period. The annual fee for Contract Years 1, 2, & 3 shall be $2,250.00 per year. The annual fee for Contract Year 4 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2016. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2017. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: interior or exterior painting or coating, structural issues of any kind, containment or disposal of any hazardous waste materials, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 1,000,000 gallon water storage tank located at Still Branch Concrete Clearwell Tank #1.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services necessary to inspect, washout and disinfect this tank during the term of this agreement.

The Company shall perform annual inspections and service the water storage tank beginning in Contract Year 2. The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years with the Owner beginning in Contract Year 1. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia and American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 14th day of June, 2016.

Owner:

By: Dick Morrow
Chairman

Witness: Teresa A. Watson

American Tank Maintenance, LLC

By:

Witness:

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM

THIS 11th DAY OF May, 2016

BY:

CITY ATTORNEY

American Tank Maintenance

Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Still Branch Concrete Clearwell Tank #2

Tank Size and Style: 1,000,000 Gallon Concrete

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 1,000,000 gallon water storage tank located at Still Branch Concrete Clearwell Tank #2.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services necessary to inspect, washout and disinfect this tank during the term of this agreement.

The Company shall perform annual inspections and service the water storage tank beginning in Contract Year 1. The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years with the Owner beginning in Contract Year 2. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia and American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2016 and each subsequent 12 month period. The annual fee for Contract Years 1, 2, & 3 shall be $2,250.00 per year. The annual fee for Contract Year 4 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2016. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2017. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: interior or exterior painting or coating, structural issues of any kind, containment or disposal of any hazardous waste materials, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 14th day of June, 2016.

Owner:
Dick Morrow

By: Dick Morrow
Chairman

Witness: Teresa A. Watson

American Tank Maintenance, LLC

By:

Witness:

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM
THIS 11th DAY OF May, 2016
BY:
CITY ATTORNEY

American Tank Maintenance

Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Five (5) Various Tanks

Tank Size and Style: Various Sizes & Styles

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its five (5) various water storage tanks as identified in the attached Schedules "A" & "B".

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tanks. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tanks during the term of this agreement. Maintenance and care shall include: steel replacement, steel components, expansion joints, water level indicators, manhole covers and/or gaskets, and other components of the water storage tanks.

The Company shall perform annual visual inspections and service the water storage tanks beginning as identified in Schedule "A". The water storage tank and it's components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tanks every two years with the Owner beginning as identified in Schedule "A". The Owner is responsible for draining the water storage tanks. The Company shall clean the water storage tanks of all mud, silt, and other accumulations which may be harmful to the water storage tanks and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tanks the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tanks at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of

the water storage tanks in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall maintain an anti-climb deterrent device on the access ladder to deter unauthorized access to the water storage tanks. The Company shall install and maintain locks on all hatches of the water storage tank to deter unauthorized entry. The keys to the locks shall remain in the possession of the Owner and the Company.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tanks. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tanks to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2019. However this agreement shall become effective from date of signature until July 1, 2019 at no cost to Owner. The annual fee for Contract Years 1-10 shall be as identified in Schedule "B". The annual fee for Contract Year 11 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2019. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2020. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this 11th day of June, 2019.

Owner:

City of Griffin, GA.

By: Cynthia R Ward
Cynthia Reid-Ward
Chairperson

Attest:
Witness:
Kearny L. Smith
Secretary

(SEAL)

American Tank Maintenance, LLC

By:

Witness:

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

APPROVED AS TO FORM
THIS 16th DAY OF May, 2019
BY:
CITY ATTORNEY

Schedule "A"

Initial Inspection Schedule

	Year 1	Year 2
535STP - Water Plant	Visual Inspection	Washout Inspection
50KGE - Water Plant	Washout Inspection	Visual Inspection
1M - E - Coca Cola	Washout Inspection	Visual Inspection
1M - E - Industrial Park	Washout Inspection	Visual Inspection
1M - E - By Pass	Visual Inspection	Washout Inspection

Schedule "B"

Annual Fees Year 1 – 10

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
535STP - Water Plant	$ 10,250	$ 10,250	$ 10,250	$ 10,865	$ 10,865	$ 10,865	$ 11,517	$ 11,517	$ 11,517	$ 12,208
50KGE - Water Plant	$ 7,750	$ 7,750	$ 7,750	$ 8,215	$ 8,215	$ 8,215	$ 8,708	$ 8,708	$ 8,708	$ 9,230
1M - E - Coca Cola	$ 23,250	$ 23,250	$ 23,250	$ 24,645	$ 24,645	$ 24,645	$ 26,124	$ 26,124	$ 26,124	$ 27,691
1M - E - Industrial Park	$ 23,250	$ 23,250	$ 23,250	$ 24,645	$ 24,645	$ 24,645	$ 26,124	$ 26,124	$ 26,124	$ 27,691
1M - E - By Pass	$ 23,250	$ 23,250	$ 23,250	$ 24,645	$ 24,645	$ 24,645	$ 26,124	$ 26,124	$ 26,124	$ 27,691
Total	$ 87,750	$ 87,750	$ 87,750	$ 93,015	$ 93,015	$ 93,015	$ 98,597	$ 98,597	$ 98,597	$ 104,511

119 Warthen Lane, Suite B, Warthen, GA 31094
Mailing Address: PO Box 130, Warthen, GA 31094
1-800-418-6099

Brandon Lewis
City of Griffin
P.O. Box T
Griffin, GA 30224

May 28, 2024

Brandon,

The following is the current billing for the City of Griffin through April of 2025.

City of Griffin

Billing Period	2024-07	2024-10	2025-01	2025-04
Limited MP - 1.5M Buried Circular Clearwell - Harry Simmons	$ 1,024.87	$ 1,024.87	$ 1,024.87	$ 1,024.87
Limited MP - 1M - Concrete - Still Branch Clearwell #1	$ 668.31	$ 668.31	$ 668.31	$ 668.31
Limited MP - 1M - Concrete - Still Branch Clearwell #2	$ 668.31	$ 668.31	$ 668.31	$ 668.31
Limited MP - 3.0M Buried Rectangular Clearwell - Harry Simmons	$ 1,024.87	$ 1,024.87	$ 1,024.87	$ 1,024.87
MP - 1M - E - Bypass Tank	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25
MP - 1M - E - Coca Cola Tank	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25
MP - 1M - E - Industrial Park Tank	$ 6,161.25	$ 6,161.25	$ 6,161.25	$ 6,161.25
MP - 535STP - Water Plant Standpipe	$ 2,716.25	$ 2,716.25	$ 2,716.25	$ 2,716.25
MP - 75KGE - Water Plant Elevated	$ 2,053.75	$ 2,053.75	$ 2,053.75	$ 2,053.75
URMP - 825K - Open Top Clarifier - Harry Simmons	$ 2,932.65	$ 2,932.65	$ 2,932.65	$ 2,932.65
Grand Total	**$29,572.76**	**$29,572.76**	**$29,572.76**	**$29,572.76**

Should you have any questions just give me a call.

Best Regards,

Mike

Mike Lewis
President

Approved as to Form:

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Joint Funding Agreement with the United States Department of the Interior in the amount of $79,800.00 for the operation and maintenance of seven stream flow stations. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The stream flow stations/gauges included in this joint funding agreement are conditional requirements of our Flint River withdrawal permits #126-1190-01 (Spalding) and #114-1191-02 (Pike). The maintenance of these stations/gauges insures our compliance with the conditions of these permits.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY25 budgeted funds in Technical Services accounts across the Water Treatment Plants and the Wastewater Treatment Plants in the amount of $205,530.00. This agreement is for $79,800.00. The total cost of the service is $95,000.00, but USGS will pay $15,200.00 towards that cost.

Submitted By:
Brandon Lewis

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
USGS w AJW.pdf

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, GA 30093

June 3, 2024

Mr. Brandon Lewis, Director
Water and Wastewater Department
City of Griffin
Post Office Box T
Griffin, Georgia 30224

Dear Mr. Lewis:

Attached is the Joint Funding Agreement (JFA) with original signatures with the South Atlantic Water Science Center for the period of July 1, 2024 through June 30, 2025 in the amount of $79,800.00 from your agency. U.S. Geological Survey contributions for this agreement are $15,200 for a combined total of $95,000.00. Please sign and return one fully-executed original to TiAuni Murphy at sawscbudgethelp@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by July 1, 2024. If you have any questions regarding the agreement, please contact Bob Sobczak by phone (470) 734-1524 or email at rsobczak@usgs.gov.

This is a fixed cost agreement to be billed monthly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact TiAuni Murphy by phone (803) 603-4783 or email at sawscbudgethelp@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Victor Engel

Victor C. Engel
Director, Southeast Atlantic Water Science Center

Attachment
24MPJFAG0000060

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001122
Agreement #: 24MPJFAG0000060
Project #: MP00GXH
TIN #: 58-6000587

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2024, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Northwest Florida Water Management District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $15,200.00 by the party of the first part during the period July 1, 2024 to June 30, 2025

(b) $79,800.00 by the party of the second part during the period July 1, 2024 to Jun 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001122
Agreement #: 24MPJFAG0000060
Project #: MP00GXH
TIN #: 58-6000587

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Bob Sobczak USGS Asst Director of Data - GA
Address:	1770 Corporate Drive Suite 500 Norcross, GA 30093
Telephone:	(470) 734-1524
Fax:	(678) 924-6710
Email:	rsobczak@usgs.gov

Customer Technical Point of Contact

Name:	Brandon Lewis Director
Address:	Post Office Box T Griffin, Georgia 30224
Telephone:	(770) 229-6424
Fax:	
Email:	blewis@cityofgriffin.com

USGS Billing Point of Contact

Name:	TiAuni Murphy Budget Analyst
Address:	720 Gracern Road Columbia, SC 29210
Telephone:	(803) 603-4783
Fax:	
Email:	sawscbudgethelp@usgs.gov

Customer Billing Point of Contact

Name:	Susan Bartholomew Executive Assistant
Address:	Post Office Box T Griffin, Georgia 30224
Telephone:	(770) 229-6424
Fax:	
Email:	sbartholomew@cityofgriffin.com

U.S. Geological Survey
United States
Department of Interior

Signature

By VICTOR ENGEL Digitally signed by VICTOR ENGEL Date: 2024.06.03 16:15:41 -04'00'

Name: Victor C. Engel

Title: Director, Southeast Atlantic Water Science Center

APPROVED AS TO FORM
THIS 6th DAY OF June, 2024
BY: Andrew J. Whalen, III
CITY ATTORNEY WEP

Northwest Florida Water Management District

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

City of Griffin: 24MPJFAG0000060

7/1/2024 to 6/30/2025

Site Name	Site Numb	Collection Co	USGS CMF	Cooperator	Total Cost
CABIN CREEK AT NORTH SECOND STREET, NR GRIFFIN, GA	02211375	QCONT	$ 3,040	$ 13,360	$ 16,400
SHOAL CREEK AT SHOAL CREEK ROAD, NEAR GRIFFIN, GA	02344478	QCONT	$ 3,040	$ 13,360	$ 16,400
POTATO CREEK AT COUNTY LINE RD, NR ORCHARD HILL,GA	02346310	QCONT	$ 3,040	$ 13,360	$ 16,400
FLINT RIVER NEAR GRIFFIN, GA	02344500	QCONT	$ 3,040	$ 13,360	$ 16,400
FLINT RIVER BELOW BIG BRANCH, NEAR MOLENA, GA	02344872	QCONT	$ 3,040	$ 13,360	$ 16,400
FLINT RIVER BELOW WOOLSEY ROAD, NEAR WOOLSEY, GA	02344397	QMEAS-LOW	$ -	$ 3,500	$ 3,500
FLINT RIVER NEAR LOWRY, GA	02344412	QMEAS-LOW	$ -	$ 3,500	$ 3,500
CABIN CREEK AT NORTH SECOND STREET, NR GRIFFIN, GA	02211375	PRECIPCONT	$ -	$ 1,500	$ 1,500
SHOAL CREEK AT SHOAL CREEK ROAD, NEAR GRIFFIN, GA	02344478	PRECIPCONT	$ -	$ 1,500	$ 1,500
FLINT RIVER BELOW BIG BRANCH, NEAR MOLENA, GA	02344872	PRECIPCONT	$ -	$ 1,500	$ 1,500
POTATO CREEK AT COUNTY LINE RD, NR ORCHARD HILL,GA	02346310	PRECIPCONT	$ -	$ 1,500	$ 1,500
		Grand Total	**$ 15,200**	**$ 79,800**	**$ 95,000**

MONITORING CATEGORY	USGS FUNDS	CUSTOMER CASH	TOTAL COST
SURFACE WATER (SW)	$ 15,200	$ 73,800	$ 89,000
GROUND WATER (GW)	$ -	$ -	$ -
CLIMATE (CLIM)	$ -	$ 6,000	$ 6,000
WATER QUALITY (WQ)	$ -	$ -	$ -
	$ 15,200	$ 79,800	$ 95,000

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Purchase Order for repair of High Service Pump Motor #2 at the Harry Simmons Water Treatment Plant from Goforth Williamson, Inc., Single Source, in the amount of $36,170.00. *Water and Wastewater Director, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

GWI was previously selected as the lowest quote vendor for the removal and inspection of this motor from the Harry Simmons WTP. This quote is for the repair work that must be done to return the motor and pump to service. This motor is currently at GWI's repair facility awaiting authorization to begin the repair work.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in the Harry Simmons WTP Repair and Maintenance Services account in the amount of $443,490.00. The cost of these repairs is $36,170.00.

Submitted By:
Brandon Lewis

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GWI Motor 2 Repair Single Source.pdf
GWI Motor 2 Repair PO.pdf
GWI Motor 2 Repair Quote.pdf

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

repair and return of High Service Pump #2

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

the PO for taking the pumps out was awarded to GWI so the pump is on site and ready for repair

Supplier/Source Name/Address: **Goforth Willamson Inc. 373 O'Dell Road Griffin, GA 30224**

Supplier/Source Contact: **Ricky Baxter** **Phone:** **770-467-0303**

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?

Repair of high service pump number 2 and return to plant and reconnect

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.

GWI was awarded the PO for removal of the motor and have it on site ready for repair

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: 5/17/2024 Requestor: Jared Anderson

Department: water/wastewater Dept Acctng Code: 4431 Phone: 770 233 2974

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.

Griffin
Growing TOGETHER

SH. 5/29/24

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

DATE: 5/17/24

FY24 Purchase Order No.

Bid/Quote No. 226037

Vendor No. 1498

Vendor Name & Address
Goforth Willaimson, Inc.
Ricky Baxter
373 O'Dell Road
Griffin, Ga 30224
RBaxter@goforthwilliamson.com
Ph: 770-467-0303 Fax: 770-467-0301

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 - Simmons WTP
229 North Expressway
Griffin, GA 30223

ATTN: Jared Anderson
Phone: 770-233-2974 Fax: 770-233-2975

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
repair an return high service motor #2 ✓	505 - 4431 - 52 - 2200 - 0000	1		36,170.000	36,170.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

5/29/2024
5/29/2024

COMMENTS: **Totals: $** **36,170.00**

FY24 Purchase Order

COG USE ONLY 5/29/2024 ⬇ COG USE ONLY ⬇

PRICING METHOD: Water/Wastewater Jared Anderson 5/17/2024

	Verbal / Phone	Dept / Requestor / Date	Purchasing / Date
X	Email/Mail/Fax	5/24/24	Olivia M Gilbert 5.29.24
	Bid / RFP #	Department Mgr / Date	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.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Goforth Williamson, inc.

Quote

ID: 226037 Date: 15-May-24

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Robert Clark
City of Griffin
Simmons Water Plant
229 North Expressway
Griffin, GA 30224
United States of America

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	Reference: High Service Motor PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 Expiration Date: 14-Jun-24 Part: SYNCHRONOUS MOTOR, 100HP Rev: 140691-2 FR: 7547 Scope of Work: 1. Disassemble motor complete 2. Inspect and record all critical dimensions 3. Recondition stator and relead 4. Repour babbitt bearings 5. Provide and install the following parts: a. 1 ea. – Aegis Ring b. 1 ea. – Exciter Brushes 6. Machine/Manufacture and install the following parts: a. 1 ea. – Polish Slip Rings b. 1 ea. – Polish Bearing Surfaces c. 1 ea. – Undercut Exciter d. 1 ea. – Repair Aegis Ring Housing e. 1 ea. – Repair Armature Hub 7. Balance rotating assembly 8. Balance exciter 9. Assemble motor complete 10. Paint and crate motor for shipping 11. Deliver motor to site: Simmons Plant 12. Install high service motor; Couple motor to the pump 13. Set motor to run; Verify operation Delivery 8-10 Weeks ARO. Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keims / Engineering Manager For the above scope of work, GWI Quotes		
1	ea	$36,170.00	$36,170.00



Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 226037 Date: 15-May-24

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Robert Clark
City of Griffin
Simmons Water Plant
229 North Expressway
Griffin, GA 30224
United States of America

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
		Total:	$36,170.00

PLEASE NOTE:
1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com

THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Purchase Order for repair of High Service Pump Motor #3 at the Harry Simmons Water Treatment Plant from Goforth Williamson, Inc., Single Source, in the amount of $34,415.00. *Water and Wastewater Director, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

GWI was previously selected as the lowest quote vendor for the removal and inspection of this motor from the Harry Simmons WTP. This quote is for the repair work that must be done to return the motor and pump to service. This motor is currently at GWI's repair facility awaiting authorization to begin the repair work.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in the Harry Simmons WTP Repair and Maintenance Services account in the amount of $443,490.00. The cost of these repairs is $34,415.00.

Submitted By:
Brandon Lewis

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GWI Motor 3 Repair PO.pdf
GWI Motor 3 Repair Single Source.pdf
GWI Motor 3 Repair Quote.pdf

Griffin
Growing TOGETHER

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

DATE: 5/17/24

FY24 Purchase Order No.
Bid/Quote No. 226035
Vendor No. 1498

Vendor Name & Address
Goforth Willaimson, Inc.
Ricky Baxter
373 O'Dell Road
Griffin, Ga 30224
RBaxter@goforthwilliamson.com
Ph: 770-467-0303 Fax: 770-467-0301

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 - Simmons WTP
229 North Expressway
Griffin, GA 30223

ATTN: Jared Anderson
Phone: 770-233-2974 Fax: 770-233-2975

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
repair and return high service motor #3	505 - 4431 - 52 - 2200 - 0000	1		34,415.000	34,415.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
			Totals: $		34,415.00

5-29-2024

COMMENTS:
Single Source Attached

FY24 Purchase Order

COG USE ONLY 5/24/2024 **COG USE ONLY**

PRICING METHOD: Water/Wastewater Jared Anderson 5/17/2024

	Verbal / Phone	Dept / Requestor / Date	Purchasing / Date
X	Email/Mail/Fax	5/28/24	Deborah M Gilbert 5-29-24
	Bid / RFP #	Department Mgr / Date	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.

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

repair and return of High Service Pump #3

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

the PO for taking the pumps out was awarded to GWI so the pump is on site and ready for repair

Supplier/Source Name/Address: **Goforth Willamson Inc. 373 O'Dell Road Griffin, GA 30224**

Supplier/Source Contact: **Ricky Baxter** **Phone:** **770-467-0303**

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?

Repair of high service pump number 3 and return to plant and reconnect

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.

GWI was awarded the PO for removal of the motor and have it on site ready for repair

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: 5/17/2024 Requestor: Jared Anderson

Department: water/wastewater Dept Accting Code: 4431 Phone: 770 233 2974

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.

Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 226035 Date: 15-May-24

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Robert Clark
City of Griffin
Simmons Water Plant
229 North Expressway
Griffin, GA 30224
United States of America

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	Reference: High Service Motor PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 Expiration Date: 14-Jun-24 Part: SYNCHRONOUS MOTOR, 100HP Rev: 140691-1 FR: 7547; S/N: 5237251 Scope of Work: 1. Disassemble motor complete 2. Inspect and record all critical dimensions 3. Recondition stator and reload 4. Repour babbitt bearings 5. Provide and install the following parts: a. 1 ea. – Aegis Ring b. 1 ea. – Exciter Brushes 6. Machine/Manufacture and install the following parts: a. 1 ea. – Polish Slip Rings b. 1 ea. – Undercut Exciter 7. Balance rotating assembly 8. Balance exciter 9. Assemble motor complete 10. Paint and crate motor for shipping 11. Deliver motor to site: Simmons Plant 12. Install high service motor; Couple motor to the pump 13. Set motor to run; Verify operation Delivery 8-10 Weeks ARO. Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keims / Engineering Manager For the above scope of work, GWI Quotes		
1	ea	$34,415.00	$34,415.00
		Total:	$34,415.00
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.		

Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 226035 Date: 15-May-24

To

Griffin, City of
PO Box T
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United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Robert Clark
City of Griffin
Simmons Water Plant
229 North Expressway
Griffin, GA 30224
United States of America

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.		

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider audit engagement letters for audit services with independent auditors, Mauldin & Jenkins, Certified Public Accountants, as a professional service. *Finance Director, Deborah Manning-Gilbert, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Mauldin & Jenkins will complete:
Annual audit, annual comprehensive financial report (ACFR) and OMB Single Audit (if necessary),

- Complete a questionnaire requested by MEAG, and
- Complete "agreed-upon" procedures related to the landfill and related annual reporting requirements per the Department of Natural Resources (DNR).

Engagement letters are required for the auditors to begin work on our annual audit for the fiscal year ended June 30, 2024.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Fee for services are as follows:
Annual audit and ACFR is $77,500
Single Audit in accordance with Uniform Guidance is $6,000 per major program
MEAG Engagement Letter is $3,750
Landfill AUP Engagement is $6,500
Landfill Engagement Letter is $5,250.
Additional fees may be required if unexpected circumstances occur during the audit such that additional time is necessary. Significant additional expenses will not be incurred without prior management approval. However, additional funds are budgeted each year to cover supplemental work typically discovered during the audit process.

Submitted By:
Amanda Carmichael

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Landfill_Attest_Engagement_letter.pdf
Landfill_AUP_Engagement_letter.pdf
Management_Rep_Letter.pdf
MEAG_Engagement_Letter.pdf

MAULDIN & JENKINS
CPAs & ADVISORS

May 8, 2024

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

Attn: Deborah Manning-Gilbert and Jessica O'Connor

We are pleased to confirm our understanding of the services we are to provide for the City of Griffin, Georgia (the "City") for the year ending June 30, 2024. We will examine management of the City of Griffin, Georgia's assertion made in the letter of Ms. Deborah Manning-Gilbert to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about the City of Griffin, Georgia's compliance during the year ending June 30, 2024 with the requirements of regulations established by the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") concerning financial responsibility in solid waste handling facilities. The objectives of our examination are to: 1) obtain reasonable assurance about whether management's assertion described above is free from material misstatement based on the regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and 2) to express an opinion as to whether management's assertion described above is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Members of the City Commision of the City of Griffin, Georgia. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. The misstatements could be a difference between the specific items within the letter of the Finance Director and the compliance with the landfill financial assurance requirements. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions.

You understand that the report is intended for the information and use of the City's management and the Georgia Department of Natural Resources, Environmental Protection Division and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether management of the City's assertion included in the letter of Ms. Deborah Manning-Gilbert to Mr. Keith Stevens, of the Georgia Environmental Protection Division about the City's compliance with regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities during the year ending June 30, 2024 is free from material misstatement, based on the those regulations. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of your assertion made in the letter of Ms. Deborah Manning-Gilbert to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about the City's compliance during the year ending June 30, 2024 in accordance with the regulations established by the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about your compliance with the aforementioned requirements in accordance with the above described criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: 1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; 2) additional information that we may request for the purpose of the examination; and 3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

The engagement documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain engagement documentation available to EPD pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to EPD. EPD may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. The fee for this engagement will be $5,250. Interim billings will be submitted as services are rendered and as expenses are incurred, and we will submit our final billing for these services promptly upon rendering the report. Billings are due upon submission.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Griffin, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

DI:ct
Enclosure

RESPONSE:

Confirmed on behalf of the City of Griffin, Georgia:

By: _____

Date: _____

By: _____

Date: _____

MAULDIN & JENKINS
CPAs & ADVISORS

May 10, 2024

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

Attn: Deborah Manning-Gilbert and Jessica O'Connor

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Griffin, Georgia (the "City") as of June 30, 2024.

We will apply the agreed-upon procedures listed below that were specified and agreed to by the City and the Georgia Department of Natural Resources, Environmental Protection Division to evaluate management's assertion about the City's compliance with the financial assurance provisions of the Municipal Solid Waste Landfill Criteria under Subtitle D of the Resource Conservation Recovery Act for the year ending June 30, 2024. The specific procedures to be performed are enumerated below.

1) We will recompute the liquid ratio by dividing the cash and marketable securities by total expenses/expenditures. The cash and marketable securities and total expenses/expenditures will be agreed to the City's audited annual financial statements for the year ending June 30, 2024. The City's ratio value will be compared to 0.05, the minimum threshold established by the regulations.

2) We will recompute the annual debt to service ratio by dividing the annual debt service by total expenses/expenditures. The annual debt service and the total expenses/expenditures will be agreed to the City's audited annual financial statements for the year ending June 30, 2024. The City's ratio value will be compared to 0.20, the maximum threshold established by the regulations.

3) We will recompute the relative financial strength ratio by dividing the assured costs for solid waste handling facility closure, post-closure, and/or corrective action costs by total revenue. The total assured costs for solid waste handling facility closure, post-closure, and/or corrective action costs and the total revenue will be agreed to the City's audited annual financial statements for the year ending June 30, 2024. The City's ratio value will be compared to 0.43, the maximum threshold established by the regulations.

4) We will recompute the operating deficit requirement for each of the past two year for the fiscal years ending June 30, 2024 and 2023. The operating deficit requirement for the year ending June 30, 2024 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The operating deficit requirement for the year ending June 30, 2023 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The City's operating surpluses for each year will be compared to the minimum threshold established by the regulations of deficits of less than or equal to 5%.

5) We will compare the letter written by the City Finance Director to the information specified in the regulations (40 CFR 258.74(f)(3)(A)(1)) and determine if the letter included the required information. We also determine if this letter was included in the operating records of the Landfill.

6) We will inspect a copy of the City's annual audited financial statements for the year ending June 30, 2024 and document whether the opinion expressed by the independent, certified public accountant performing the audit was unmodified.

7) We will compare the disclosure for closure and post-closure care costs of the City's landfill in the notes to the basic financial statements included in the City's audited annual financial statements for the year ending June 30, 2024 to the requirements of Governmental Accounting Standards Board ("GASB") Statement No.18, *Accounting for Municipal Solid Waste Landfill Closure and Post-closure Care Costs* and determine if the note includes all the required disclosures.

8) We will inspect a copy of the City's audited annual financial statements for the year ending June 30, 2024, which contains the City's disclosure of closure, post-closure and/or corrective action costs of the landfill, calculated in accordance with accounting principles generally accepted in the United States of America, and a copy of our independent auditor's report on the basic financial statements of the City, in the operating record of the Landfill, and determine if these reports were all included in the operating records.

9) We will compare the City's latest available Bond ratings by Moody's Investors Service and Standard and Poor's to the disclosure in the Official Statement issued for the latest bonds.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the City and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures enumerated above either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed above do not constitute an examination or review, we will not express an opinion or conclusion on the landfill financial assurance. In addition, we have no obligation to perform any procedures beyond those listed above.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Members of the City Commission and management of the City. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the City Commission and management of the City, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the landfill financial assurance that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the landfill financial assurance, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

You are responsible for the presentation of the landfill financial assurance in accordance with regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and for selecting the criteria and procedures and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the landfill financial assurance. In addition, you are responsible for providing us with: 1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, 2) additional information that we may request for the purpose of performing the agreed-upon procedures, and 3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the landfill financial assurance in accordance with the regulations of the Georgia Department of Natural Resources, Environmental Protection Division.

We estimate our fees for these services will be $6,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate use for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business and thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

DI:ct
Enclosure

RESPONSE:

Confirmed on behalf of the City of Griffin, Georgia:

By: _____

Date: _____

By: _____

Date: _____

MAULDIN & JENKINS
CPAs & ADVISORS

May 7, 2024

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

Attn: Deborah Manning-Gilbert and Jessica O'Connor

We are pleased to confirm our understanding of the services we are to provide the City of Griffin, Georgia (the City) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Griffin, Georgia as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios.
3. Schedule of City Contributions – Pension Plan.
4. Schedule of Changes in the City's Net OPEB Liability and Related Ratios.
5. Schedule of City Contributions – OPEB Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Griffin, Georgia's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Griffin's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Griffin's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following

laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit

findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the City of Griffin. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Griffin, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or

containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to *the Georgia Department of Audits and Accounts* or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 3, 2024 and to issue our reports no later than October 31, 2024. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $77,500 for the financial and compliance audit and $6,000 per major program for the Single Audit for the year ended June 30, 2024. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Commission for the City of Griffin, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-

matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Griffin, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

RESPONSE:

This letter correctly sets forth the understanding of the City of Griffin, Georgia.

By: _____

Title: _____

By: _____

Title: _____

MAULDIN & JENKINS
CPAs & ADVISORS

May 10, 2024

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

Attn: Deborah Manning-Gilbert and Jessica O'Connor

This letter is to explain our understanding of the arrangements regarding our engagement to examine the City of Griffin, Georgia's compliance with the Municipal Electric Authority of Georgia's ("MEAG") questionnaire during the year ending June 30, 2024, in accordance with attestation standards established by the American Institute of Certified Public Accountants. We ask that you either confirm or amend this understanding.

As you know, management is responsible for: 1) identifying applicable compliance requirements, 2) establishing and maintaining effective internal control over compliance with the MEAG questionnaire, 3) evaluating and monitoring the City of Griffin, Georgia's compliance with the MEAG Questionnaire, and providing us with a written assertion thereon, 4) specifying reports that satisfy legal, regulatory or contractual requirements, and 5) making all records and related information available to us. Our responsibility is to express positive assurance concerning the City of Griffin, Georgia's compliance with the MEAG questionnaire. Accordingly, we will perform such procedures as we consider necessary to evaluate the City of Griffin, Georgia's compliance with the MEAG questionnaire for the purpose of expressing positive assurance on the City of Griffin, Georgia's compliance with the MEAG questionnaire. At the conclusion of our engagement, we will request certain written representations from management of the City of Griffin, Georgia about the City of Griffin, Georgia's compliance with the MEAG questionnaire and matters related thereto.

If circumstances arise relating to the condition of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the subject matter because of error or fraud which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. The fee for this engagement will be $3,750. Interim billings will be submitted as services are rendered and as expenses are incurred, and we will submit our final billing for these services promptly upon rendering the report. Billings are due upon submission.

To the extent allowed by law, the City of Griffin, Georgia hereby indemnifies Mauldin & Jenkins, LLC and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Griffin, Georgia's management, regardless of whether such person was acting in the City of Griffin, Georgia's interest. This indemnification will survive termination of this letter.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third-party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

It is agreed by the City of Griffin, Georgia and Mauldin & Jenkins, LLC or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Griffin, Georgia shall be asserted more than two years after the date of the last examination report issued by Mauldin & Jenkins, LLC

This letter constitutes the complete and exclusive statement of agreement between Mauldin & Jenkins, LLC and the City of Griffin, Georgia superseding all other communications oral or written with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

DI:ct
Enclosure

RESPONSE:

Confirmed on behalf of the City of Griffin, Georgia:

By: _____

Date: _____

By: _____

Date: _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider directing MEAG Power to place 100% of the City's 2023 MEAG Telecommunications- Preliminary Final Settlement in the amount of $21,321.00 into the City's MEAG Municipal Competitive Trust Flexible Operating Account- Short Term Portfolio and authorize execution of the MEAG Power 2023 Telecommunications Preliminary Final Statement Form by the Mayor and the City Manager. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The deposit into the Short Term Portfolio allows for an increase in this account for any emergency operations.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This will increase the amount in the Short Term Portfolio by $21,321.

Submitted By:
Jennifer Freeman

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
MEAG Telecommunications Project- Preliminary Final Settlement-2024- BOC 6-11-24.pdf

TO: Jennifer Freeman, Electric Director
City of Griffin

FROM: Reiko A. Kerr
Sr. Vice President Finance & Administration & CFO

DATE: May 23, 2024

SUBJECT: Telecommunication Project—Preliminary Final Settlement

The Telecommunication Project's Preliminary Final Settlement was approved by the MEAG Power Board on March 25, 2024. In summary, net billings to Telecom Participants and other adjustments exceeded costs by 424,971.77.

A copy of your prior election form is attached to allow review of the previous election. Please complete the enclosed 2023 election form and return it as soon as possible, but no later than June 30, 2024.

Please feel free to contact Cindy Clarke at 770-563-0456, your assigned Regional Manager or me at 678-202-3095 with any questions or comments.

Attachments

cc: Jessica W. O'Connor, City Manager
Jason Crane, Electric Deputy Director
Holly Bisig, Regional Manager

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4686
1-800-333-MEAG 770-563-0300

City of Griffin

MEAG POWER TELECOMMUNICATIONS PRELIMINARY FINAL SETTLEMENT ELECTION FORM

The Telecom Preliminary Final Settlement from MEAG Power applicable to your City/Utility Commission is:

Telecommunications Preliminary Final Settlement **$21,321**

Please choose between A, B or C below regarding the distribution of your Telecom Preliminary Final Settlement

A. DEPOSIT TO THE MUNICIPAL COMPETITIVE TRUST

1. Flexible - MEAG Fund 1 – Ultra Short and Stable Investment Fund	%	$
2. Flexible Operating Account—Short Term Portfolio	100 %	$ 21,321
3. Flexible Operating Account—Intermediate Term Portfolio	%	$
4. Flexible Operating Account, Intermediate Extended Maturity Portfolio*	%	$
5. New Generation - MEAG Fund 1 – Ultra Short and Stable Investment Fund	%	$
6. New Generation and Capacity Funding Account—Short Term Portfolio	%	$
7. New Generation and Capacity Funding Account—Intermediate Term Portfolio	%	$
8. New Generation and Capacity Funding Account –Intermediate Extended Maturity Portfolio*	%	$

Subtotal of Dollars into Municipal Competitive Trust $ 21,321

B. CREDIT TO MEAG POWER MONTHLY BILL:

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

Subtotal of Dollars to be Credited to Monthly Bill _____

TOTAL PRELIMINARY FINAL SETTLEMENT REFUND **$21,321**

☐ **C. Please Distribute My Entitled Portion of Preliminary Final Settlement inthe Form of a Check.**

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

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

City of Griffin

MEAG POWER TELECOMMUNICATIONS PRELIMINARY FINAL SETTLEMENT ELECTION FORM

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

By: _____ **Date:** _____
The Honorable Douglas S. Hollberg
Mayor of Griffin

By: _____ **Date:** _____
Jessica W. O'Connor
City Manager

Please return this election form as soon as possible, but no later than June 30, 2024 to:

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution adopting the annual Fiscal Year 2024 - 2025 Operating and Capital Budget appropriating expenditures and forecasted revenues for specified purposes, functions and activities, by fund for the budget period and Capital Improvement Program (CIP). *City Manager Jessica O'Connor will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Recommended FY 2024-2025 Budget, see link:

Budget FY2024-25

The Fiscal Year 2024 - 2025 Operating and Capital Budget provides for revenues and expenditures for the General Fund, Griffin-Spalding Airport Authority Fund, Solid Waste Fund, Stormwater Fund, Motor Pool Fund, Watershed Management Fund, Electric Utility Fund, Special Revenue Funds, and Component Unit Funds, etc, including personnel, purchased and/or contractual services, operations, and financing of expenditures based on forecasted revenues. Public notices and public hearings were advertised and held as required.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Budget Res.pdf

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN ADOPTING THE ANNUAL FISCAL YEAR 2024-2025 **OPERATING & CAPITAL BUDGET APPROPRIATING EXPENDITURES AND PROJECTED REVENUES FOR SPECIFIED PURPOSES, FUNCTIONS AND ACTIVITIES BY FUND FOR THE BUDGET PERIOD AND THE CAPITAL IMPROVEMENT PROGRAM.**

WHEREAS, The Fiscal Year 2024-2025 Operating and Capital Budget provides a policy document, a financial plan and an operating guide providing service delivery, a financial plan and specifications for the services provided by the City of Griffin, a Municipal Government;

WHEREAS, The Fiscal Year 2024-2025 Operating & Capital Budget provides proposed revenues and expenditures for the General Fund, Griffin-Spalding Airport Authority Fund, Solid Waste Fund, Stormwater Fund, Motor Pool Fund, Combined Utilities Funds (Electric and Water & Wastewater), Stormwater Utility Fund, Telecommunications Fund, Golf Course Fund Special Revenue Funds, Component Unit Funds, etc., and including personnel, contractual services, purchased services, supplies, capital expenditures and other requirements necessary for provision of services, operations and financing of expenditures through an appropriation of projected revenues;

WHEREAS, An official copy of the Fiscal Year 2024-2025 Operating & Capital Budget shall be on file in the office of the City Manager of the City of Griffin at all times as a public record of the City of Griffin.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that the Fiscal Year 2024-2025 Operating & Capital Budget is hereby adopted, this the 11th day of June, 2024, by a vote of _____ (voting yes) to _____ (voting no).

Signed:

_____

Douglas Hollberg, Mayor

Attest:

_____

Jessica O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a special use permit for an Assisted Living Facility in Medium Density Residential (MDR) for property located at 847 N 9th St. *Interim Director of Planning & Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Stephanie Schurman, is seeking approval of a Special Use Permit for an Assisted Living Facility at 847 N 9th Street. Mrs. Schurman, envisions this location as a place where the elderly and disabled can feel comfortable enough to call this place home. A Special Use Permit would allow this type of facility. This parcel is in the Medium Density Residential (MDR) zoning district.

STAFF RECOMMENDATION:

Staff recommends **CONDITIONAL APPROVAL** of the Special Use Permit (24-SUP-02) submitted by Stephanie Schurman, to allow for a Special Use Permit for an Assisted Living Facility located at 847 N 9th Street with the following conditions:

1. No more than two (2) residents occupying a single bedroom
2. Compliance with any and all State regulations and licensing requirements governing the operation of the facility
3. Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin
4. Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;
5. Issuance of an occupational tax certificate for the facility from the City of Griffin

During the meeting on May 20th, 2024, the Planning and Zoning Board recommended APPROVAL of the special use permit with a vote of 3-0.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 847 N. 9th St..pdf
847 N 9th Street SU Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

Instructions for Applicant:

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

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

Special Use Application Submission Requirements:

1. Complete Special Use Application
2. Complete Special Use Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial $350.00/Residential $300.00

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

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

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

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

✓ 1. Completed application form.

2. Detailed description of existing land uses on all contiguous property;

3. The location of the subject property including street numbers, if available;

4. A boundary plat of the subject property, prepared in accordance with the Georgia Plat Act, showing the dimensions of acreage, location of tract and location of all existing improvements and easements;

✓ 5. A site plan drawn to scale showing:

   a. Any and all improvements to be constructed if the application is approved, along with the proposed use and dimensions of all structures;

   b. A statement with any prior conditions to zoning, plat and/or prior variance request approvals granted by the City of Griffin;

   c. Site plans with variance requests shall indicate the dimension of the proposed subject of the variance request (see 415 [section 410] for variance procedures).

✓ 6. Spalding County Tax Map, block and lot number of the appropriate plat reference;

7. The present and proposed zoning district classification for the subject property;

8. The name and address of the owner of the subject property;

9. The area of land of the subject property, stated in square feet if less than one acre;

10. Date of application;

11. Any prior applications or actions for rezoning of all or part of the subject property within the past five years;

12. Documentation supporting the request based upon the standards of this article.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

Applicant/Agent/Representatives Name: Stephanie Schurman

Address: 847 N 9th Street

City: Griffin State: Ga Zip: 30223

Telephone Number(s): 770-468-2121 Email: saschurman3@gmail.com
saschurman3@gmail.com

Project Name/ Description: Personal Care Home

Address: 847 N 9th Street

Parcel Number(s): _____ Current Zoning: _____ Parcel(s) Size: _____

FLUM/Character Area _____ Unified Development Code Section: _____

Property Owner Name: Stephanie Schurman

Address: 1114 Sage Drive

City: Griffin State: Ga Zip: 30224

Telephone Number(s): _____ Email: _____

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

Applicant Signature

Stephanie Schurman
Printed Name

2/29/24
Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

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

1. State how the request will not be detrimental to the use or development of the adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.
2. State how the request will not adversely affect existing property and uses and if/how it can be placed on a lot of sufficient size to satisfy the space requirements for the use.
3. Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.
4. State how will the proposed use not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity.
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, indicate how the Board of Commissioners can determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the Board of Commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lightning, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.
6. Indicate how all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6 are met.

1. This property building #2 will be used for a personal care home for elderly and disabled people in the Spalding county area that have nowhere to go and are displaced in society.
2. The property is equipped with 71 parking spots, and 5 handicap parking spots, 4 streets lights on property to ensure safety of clients. If we are approved to contact Beacon Security so than can provide service for alarm system. We had a certified Electrician to installed Emergency smoke alarm system EXIT Signs that lights up the whole building, we also installed fire extinguishers that was tagged by a certified professional.
3. Personal care home in a residential setting Sunday thru Saturday 24 hour service.
4. Building will be equipped Emergency Lighting with Emergency EXIT Signs that lights up the whole building, and fire extinguishers.
5. Building # 1 "KINGDOM AMBASSADORS FOR CHRIST" will be hosting weekly Sunday Services will be conducted 10:00 am-1:00 pm, Bible Studies will be every Wednesday, First Friday of every month we will have once a month feed the sheep. This will not interfere with the personal care home or parking issues or no safety issues or concerns. Because the staff will accommodate clients,
6. We purchased property in October 2023 as is. The property had 9 office space for viewing of bodies and administrative office space for Burden Funeral Home. The space it was already existing so we are converting office space into 5 bedrooms, computer lab, linen closet, staff office space. A full kitchen was already in operation we purchased new cabinets and we had refrigerator and microwave that came with property.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☑ No

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

- Name and position of Government Official:

_____

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

_____

_____

_____

Applicant Signature

Stephanie Schurman
Printed Name

02/29/24
Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 02/29/24 Application Number: 24-SUP-02

OWNER'S AUTHORIZATION

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

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

☐ Rezoning ☐ Variance ☑ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: Stephanie Schurman

Property Owner Signature | Stephanie Schurman (Printed Name) | 02/29/24 (Date)

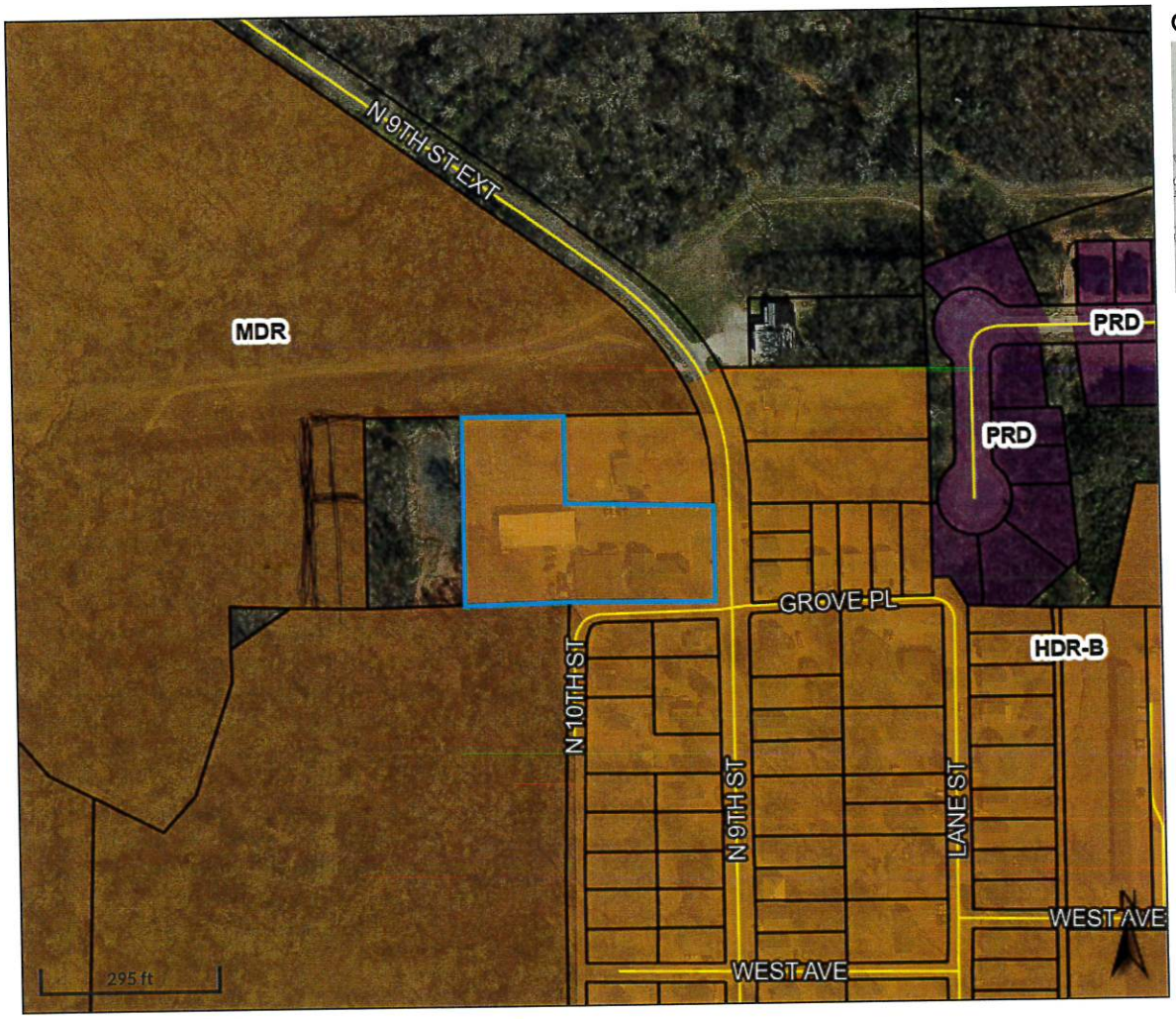
Legal Representative Signature | Printed Name | Date

Notary Signature

Commission Expiration Date: 10-25-24

Seal: KARA HUNT NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 25, 2024

qPublic.net™ Spalding County, GA





Legend

- Parcels
- Roads

Parcel ID	002 01019A
Class Code	Commercial
Taxing District	GRIFFIN
Acres	1.9

Owner	KINGDOM AMBASSADORS FOR CHRIST INC 1114 SAGE DRIVE GRIFFIN, GA 30224
Physical Address	847 N 9TH ST
Assessed Value	Value $152753
Land Value	Value $28500

Last 2 Sales

Date	Price	Reason	Qual
10/27/2023	$300000	MT	U
10/25/2023	0	MT	U

(Note: Not to be used on legal documents)

Date created: 2/29/2024
Last Data Uploaded: 2/29/2024 1:31:19 PM

Developed by Schneider GEOSPATIAL

qPublic.net™ Spalding County, GA



Overview



Legend

Parcels

Roads

Parcel ID	002 01019A	**Owner**	KINGDOM AMBASSADORS FOR CHRIST INC	**Last 2 Sales**			
Class Code	Commercial			**Date**	**Price**	**Reason**	**Qual**
Taxing District	GRIFFIN		1114 SAGE DRIVE	10/27/2023	$300000	MT	U
Acres	1.9		GRIFFIN, GA 30224	10/25/2023	0	MT	U
		Physical Address	847 N 9TH ST				
		Assessed Value	Value $152753				
		Land Value	Value $28500				

(Note: Not to be used on legal documents)

Date created: 3/7/2024
Last Data Uploaded: 3/7/2024 12:59:58 PM

Developed by Schneider GEOSPATIAL

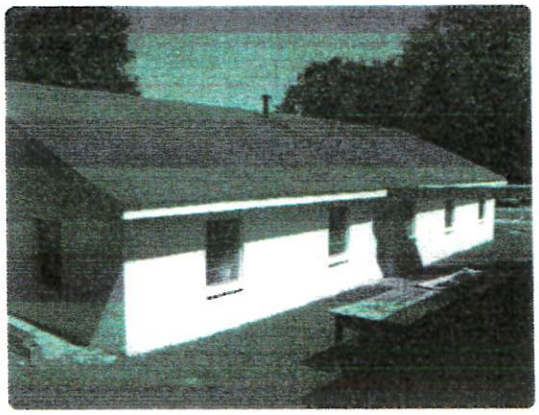

N 9TH ST EXT
928
926
921
920
904
902
847
900
GROVE PL
835
838
836
N 10TH ST
830
822
821
N 9TH ST
826
819

qPublic.net™ Spalding County, GA

Summary

Parcel Number	002 01019A
Account/Realkey	19
Location Address	847 N 9TH ST
Legal Description	1.89AC N 9TH ST PB 15/548
Class	C3-Commercial
Tax District	GRIFFIN (District 01)
Millage Rate	39.963
Acres	1.9
Homestead Exemption	No (S0)
Landlot/District	129 / 03

View Map



Owner

BURDEN CHARLES MONROE
BURDEN COREY LAMONDRA
847 N 9TH ST
GRIFFIN, GA 30223

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	$15,000 per Acres	Acres	60,000	150	400	1.9	0

Commercial Improvement Information

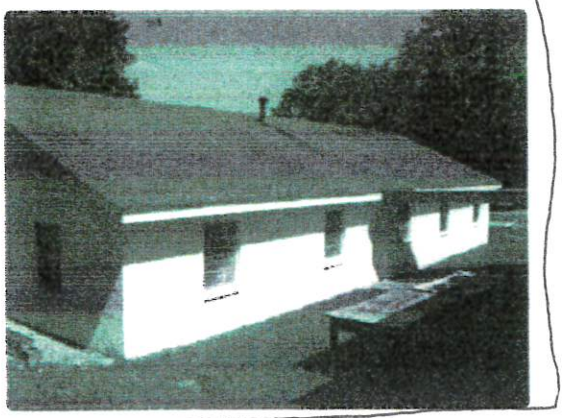
Description	Churches/Sunday School
Value	$23,660
Actual Year Built	1960
Effective Year Built	1970
Square Feet	3800
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Fellowship Halls
Value	$30,871
Actual Year Built	1970
Effective Year Built	1976
Square Feet	6000
Wall Height	12
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Personal care home

Description	Churches
Value	$22,048
Actual Year Built	1900
Effective Year Built	1960
Square Feet	3394

Personal care home.







Sketches

Charles M. Burden

1512 Williamson Road
Griffin, Georgia 30224
770-584-0549

June 14, 2023

To Whom It May Concern:

Kingdom Ambassadors for Christ Church, and Mrs. Stephanie Schurman are purchasing the property located at **847 N. 9th Street, Griffin, Georgia** from Charles M. Burden for **Three Hundred Thousand Dollars ($300,000)** of which **Two Hundred Forty Thousand Dollars ($240,000)** will be financed by First Bank of Pike, and **Sixty-Four Thousand Dollars ($64,000)** will be owner financed by Charles M. Burden.

If you have further questions, please feel free to give me a call at 770-584-0549 or 678-603-1666.

Mrs. Stephanie Schurman/KingdomAmbassadors — Date: 6/14/23

Mr. Charles M. Burden — Date: 6/14/2023

Notary — Date: 6/14/2023

SEAL

CHARLES M BURDEN
NOTARY PUBLIC
PIKE COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 24, 2024

PERSONAL GUARANTY

Borrower: Kingdom Ambassadors for Christ, Inc.

Note Date: October 27, 2023

Loan Amount: $271,494.25

Property Address: 847 N. 9th Street & 0 N. 9th Street, Griffin, GA 30223

Lender: Charles Monroe Burden

Guarantor: Stephanie Schurman

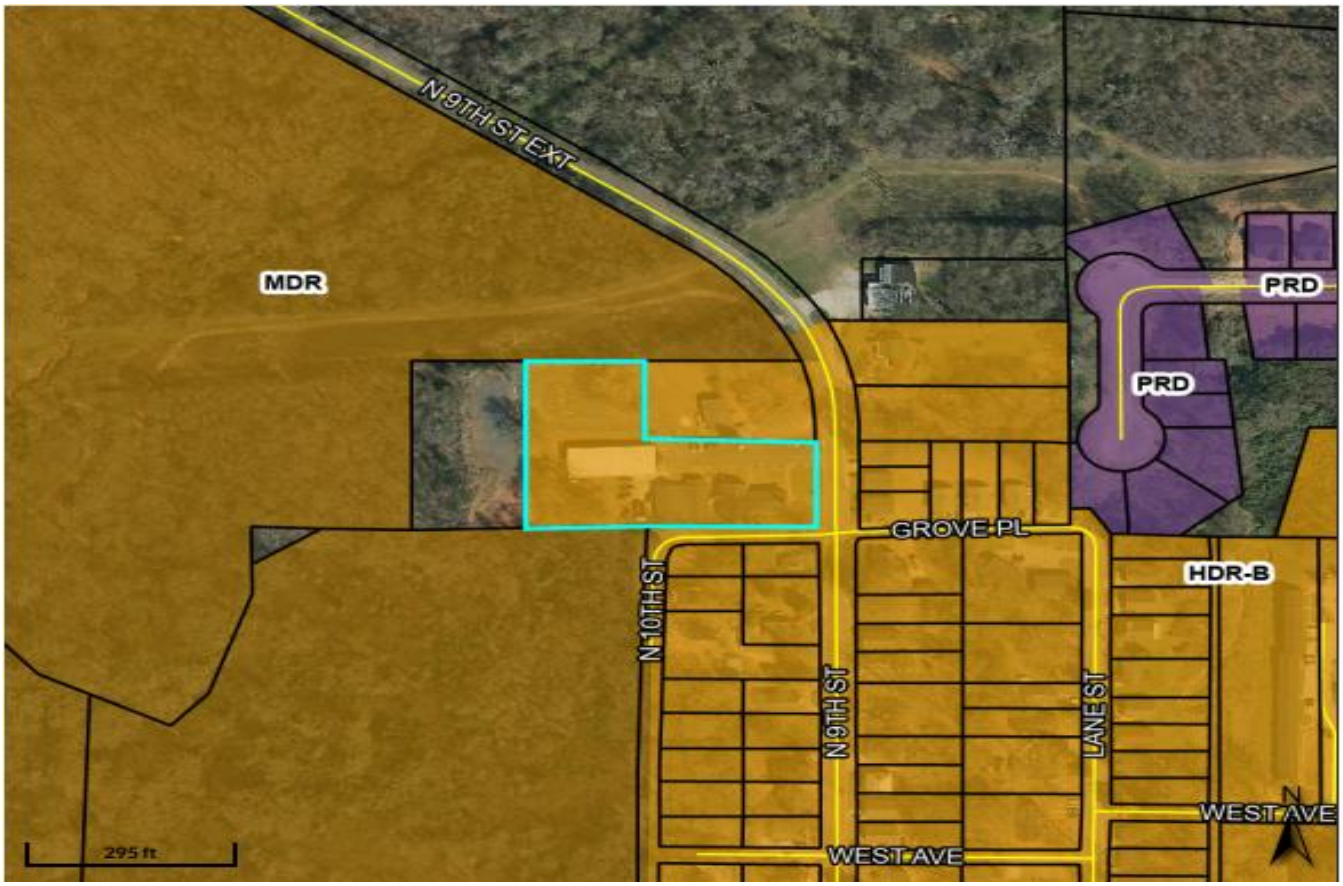
CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. In consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Guarantor and to induce Lender to make loans or otherwise extend credit to Borrower, or to renew or extend in whole or in part any existing indebtedness of Borrower to Lender, or to make any other financial accommodations to Borrower, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means the Note listed above and all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, lease obligations, liabilities and obligations under any interest rate protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S

847 North 9th Street
Special Use Permit Request
File No. 24-SUP-02

Applicant: Stephanie Schurman
Owner: Kingdom Ambassadors for Christ, INC



Land Use Classification	Residential
Current Zoning	Medium Density Residential
Proposed Use	Commercial – Assisted Living Facility
Parcel Size	1.9/- Acres
Tax Map, Block and Lot No.	002 01019A
Planning and Zoning Board	Pamela Sutton District 1
City Commission	Cynthia Ward District 1
Citizen Notification	Legal notice was run in the May 4, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on May 3, 2024.

Proposal:

The applicant, Stephanie Schurman, is seeking approval of a Special Use Permit for an Assisted Living Facility at 847 N 9th Street. Mrs. Schurman, envisions this location as a place where the elderly and disabled can feel comfortable enough to call this place home. A Special Use Permit would allow this type of facility. This parcel is in the Medium Density Residential (MDR) zoning district.



Zoning Ordinance Sections applicable to this Application:

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

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 708	Medium Density Residential

Article 406 Special Uses:

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

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

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

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

   FINDINGS: Three (3) buildings reside on this parcel. There are two active churches and the third building is currently vacant but was previously used as a funeral home. Kingdom Ambassadors for Christ purchased the property in October of 2023 with the vision of turning the vacant 6000 sqft building into a care home/facility. The nine (9) viewing rooms will be converted into five (5) bedrooms, a computer lab, an activity room, a linen closet, and an administrative office. There will also be a dining area, kitchen, laundry room, two (2) bathrooms for the residents and one (1) bathroom for the staff.

   There are seventy-one (71) standard and two (2) accessible spaces. There are adequate parking spaces for staff, residents, and for members of the two churches. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

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

   FINDINGS: The applicant's proposed use as an assisted living facility is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street and is surrounded by residential uses and undeveloped property.

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

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

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

   FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There is proper ingress and egress at this location and the use should not affect traffic flow. All parking is off-street and there is no proposed signage. Emergency vehicles will have easy access to the location and building should the residents require emergency services. There are four (4) street lights on the property.

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

   FINDINGS: The request for a Special Use Permit to allow an assisted living is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, Stephanie Schurman, is seeking approval of a Special Use Permit for an Assisted Living Facility at 847 N 9th Street. Mrs. Schurman, envisions this location as a place where the elderly and disabled can feel comfortable enough to call this place home. A Special Use Permit would allow this type of facility. This parcel is in the Medium Density Residential (MDR) zoning district.

Planning Staff's Recommendation:

Staff recommends **CONDITIONAL APPROVAL** of the Special Use Permit (24-SUP-02) submitted by Stephanie Schurman, to allow for a Special Use Permit for an assisted facility located at 847 N 9th Street with the following conditions:

1. No more than two (2) residents occupying a single bedroom

2. Compliance with any and all State regulations and licensing requirements governing the operation of the facility

3. Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin

4. Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

5. Issuance of an occupational tax certificate for the facility from the City of Griffin

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a special use permit for a Personal Care Home in Low Density Residential B (LDR-B) for property locatec at 416 S. Pine Hill Rd.. *Interim Director of Planning & Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Kendra Langston, is seeking approval of a Special Use Permit for a personal care home at 416 S. Pin Hill Rd. Ms. Langston, desires to use this property to provide a home where children in the foster care program from Spalding County and surrounding counties can have a safe space to live and thrive. A Special Use Permit would allow this type of facility and service. This parcel is in the Low Density Residential-B (LDR-B) zoning district.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-03) submitted by Kendra Langston to allow fo a Special Use Permit for a personal care home located at 416 S Pine Hill Rd.

During the meeting on May 20th, 2024, the Planning and Zoning Board recommended APPROVAL of the special use permit with a vote of 3-0.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
416 S. Pinehill Rd; Application.pdf
416 S Pinehill Rd SU Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP. 03

Instructions for Applicant:

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

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

Special Use Application Submission Requirements:

1. Complete Special Use Application
2. Complete Special Use Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial $350.00/Residential $300.00

CITY ACTIONS:

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

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

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

Applicant/Agent/Representatives Name: Kendra Langston (A. Slades Heart & Hand Youth Development Services, Inc)

Address: PO Box 2104

City: Jonesboro State: GA Zip: 30237

Telephone Number(s): _____ Email: KLangston@asladeshh.com

Project Name/ Description: A. Slade's Heart & Hand Youth Development Services (Residential Group Homes)

Address: 416 S. Pine Hill Rd Griffin, GA 30224

Parcel Number(s): 054E01057 Current Zoning: _____ Parcel(s) Size: _____

FLUM/Character Area _____ Unified Development Code Section: _____

Property Owner Name: Kendra M. Langston

Address: PO Box 2104

City: Jonesboro State: GA Zip: 30237

Telephone Number(s): 773-297-3367 Email: msankh7@gmail.com

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

Applicant Signature

Kendra Langston
Printed Name

3/1/24
Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3.29.24 Application Number: 24-SUP-03

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

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

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

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

Application for Special Use

Applicant Name: KENDRA LANGSTON **Date:** 3/20/2024

Agency Name: A. Slade's Heart & Hand Youth Development Services, Inc

A. THE FOLLOWING MUST BE SUBMITTED WITH REZONING APPLICATION

#2 Detailed description of existing land use on all contiguous property.

- Existing Land use is Residential.

#3 The location of the subject property.

- Property is located at 416 S. Pine Hill Rd Griffin, GA 30224

#5 Any and all improvements to be constructed;

- a) NONE – N/A
- b) N/A
- c) N/A

#7 The present and proposed zoning district classification for subject property;

- LDRB

#8 The name and address of the owner of subject property

- KENDRA LANGSTON
  416 S. PINE HILL RD GRIFFIN, GA 30224
  PO BOX 2104 JONESBORO, GA 30237

#7 The are of land of the subject property;

- 0.63

#11 Any prior application or actions for rezoning;

- N/A

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

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

1. State how the request will not be detrimental to the use or development of the adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.
2. State how the request will not adversely affect existing property and uses and if/how it can be placed on a lot of sufficient size to satisfy the space requirements for the use.
3. Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.
4. State how will the proposed use not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity.
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, indicate how the Board of Commissioners can determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the Board of Commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lightning, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.
6. Indicate how all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6 are met.

Application for Special Use

B. Please provide written answers to the following criteria to justify Request for Special use:

1. State how the request will not be detrimental to the use or development of the adjacent properties;
   - Use of property will be used for the care of foster care children displaced within the community and other surrounding counties as an effort to provide a safe space where they can thrive.
2. State how the request will not adversely affect existing property and uses;
   - Use of such property will NOT adversely affect.
3. Indicate the general compatibility proposed special use with adjacent properties;
   - Property is Residential
4. State how the property use does not constitute a nuisance or hazard adversely affecting the public.
   - Per agency state licensing guidelines, capacity and purpose constitute indoor use of proposed property, (as any neighboring residential residence). Use of 24-hr supervision and regulatory monitoring by Gorgia state agency RCCL / DHS and support from Department of Family & children Services.
5. Consideration per Section 405, standards are satisfied, benefits outweigh negative impacts.
   - Proposed agency standards are in line with State requirements for maintaining current active "childcare" license. Benefits of prosed use provides a neglected, abused, or disabled child an opportunity at life, learn skills and belong to a community. Fortunately, there are no harmful effects.
6. Indicate specific requirements established in the ordinance for particularized use requested.
   - Residential property built in 1991 & will remain.

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

OWNER'S AUTHORIZATION

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

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

☐ Rezoning ☐ Variance ☒ Special Use

☐ Development Plan ☐ Plat Approval ☐ Temporary Use

Applicant Name: "Kendra Langston" A Gladies Heart & Hand Youth Development Services, Inc

Property Owner Signature | Kendra Langston Printed Name | 3/29/24 Date

Legal Representative Signature | Printed Name | Date

Notary Signature

Seal: SAVANNAH A FENLEY NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 04, 2027

Commission Expiration Date: _____

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 3-29-24 Application Number: 24-SUP-03

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

- Name and position of Government Official:

_____

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

_____

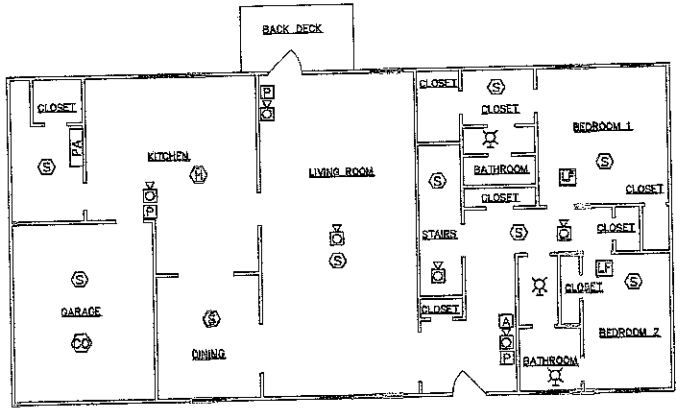
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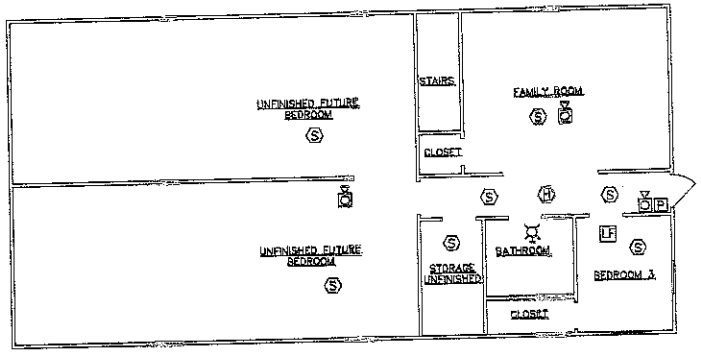
Applicant Signature

Kendra Langston
Printed Name

3/30/24
Date



MAIN LEVEL



LOWER LEVEL

LEGEND

PA	FIRE PANEL
P	PULL STATION
S	SMOKE DETECTOR
	STROBE ONLY
	HORN STROBE
A	ANNUNCIATOR
WF	TAMPER ALARM (LOCATED AT RISER)
CO	CARBON MONOXIDE
H	HEAT
LF	LOW FREQUENCY HORN STROBE

Heart and Hand – Fire Plan

SCALE: NTS

No.	Description of Revision	Date
RC	Released for Construction	2/6/24

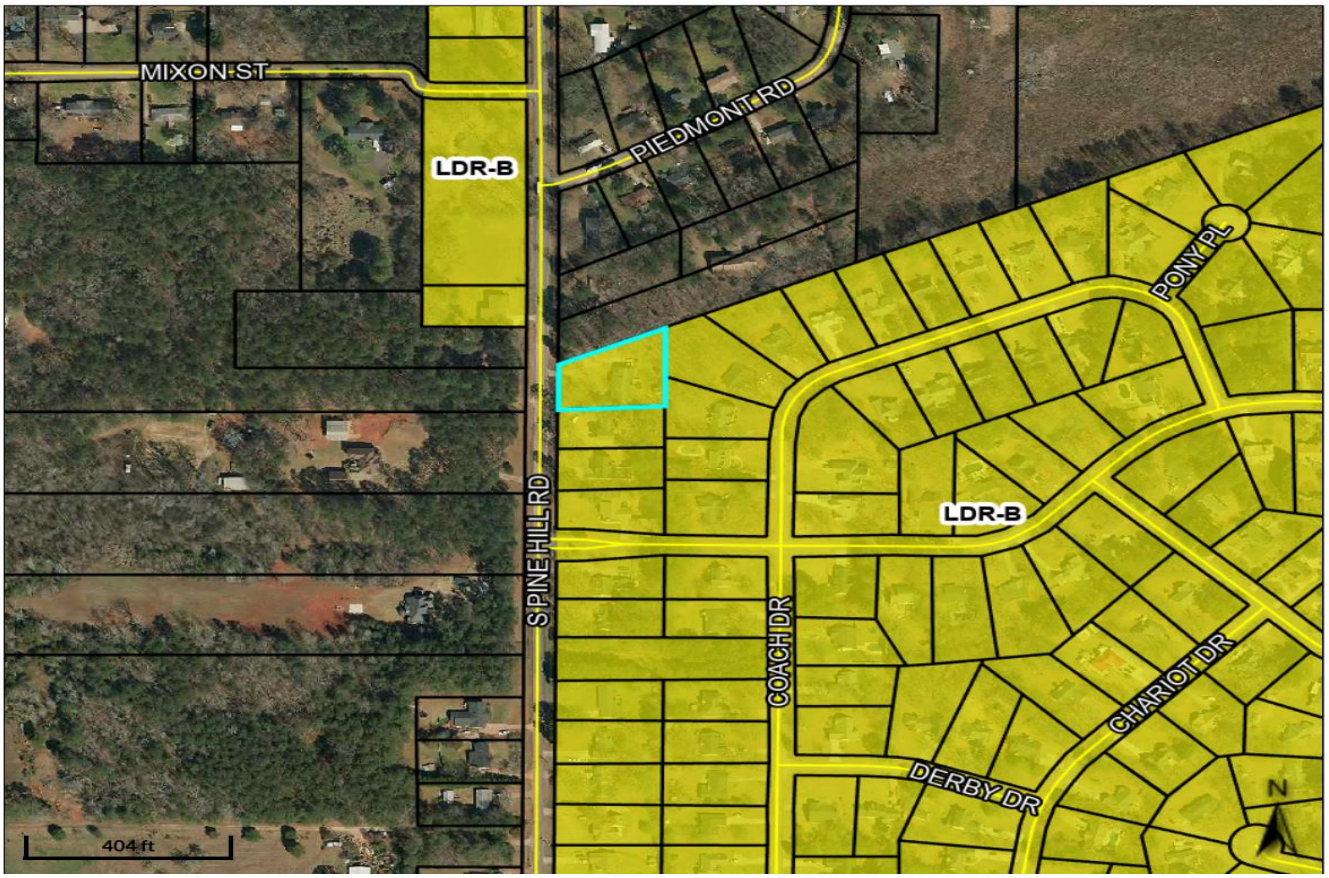
PROJECT: Heart and Hand

Drawn By: RPJ
Date: 2/6/24
Drawing Number: 1
Rev: RC
Sheet 1 of 1

416 S Pine Hill Rd

416 South Pinehill Road Street
Special Use Permit Request
File No. 24-SUP-03

Applicant: Kendra Langston
Owner: Kendra Langston



Land Use Classification	Residential
Current Zoning	Low Density Residential-B
Proposed Use	Residential – Personal Care Home
Parcel Size	.63/- Acres
Tax Map, Block and Lot No.	054E01057
Planning and Zoning Board	William Theilemann District 5
City Commission	Truman Tinsley District 5
Citizen Notification	Legal notice was run in the May 4, 2024 edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on May 3, 2024.

Proposal:

The applicant, Kendra Langston, is seeking approval of a Special Use Permit for a personal care home at 416 S. Pinehill Rd. Ms. Langston, desires to use this property to provide a home where children in the foster care program from Spalding County and surrounding counties can have a safe space to live and thrive. A Special Use Permit would allow this type of facility and service. This parcel is in the Low Density Residential-B (LDR-B) zoning district.



Zoning Ordinance Sections applicable to this Application:

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

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 503 E	Personal Care Home
Article 706	Low Density Residential-B

Article 406 Special Uses:

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

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

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

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

   FINDINGS: The dwelling, which is 3376 square feet, will consist of three (3) bedrooms and three (3) bathrooms. There could be up to six (6) residents, ages 13 to 18 years old, at one time. According to the Department of Human Resources, this type of facility is considered a Child Caring Institution. The teenagers will still be in the custody of the Department of Family and Children's Services and Ms. Langston will be the CCI provider and temporary guardian for the children residing in this home. Ms. Langston will not live at this location; however, 24 hour around the clock awake care will be provided. Such care may consist of meals, education, medical needs, and other daily needs the youth may require. Per Article 503 E, each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

   (1) Minimum House Size:

   (a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

   (b) For no more than six (6) residents: two thousand (2,000) heated square feet;

   (c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

   (d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

   (2) No more than two (2) residents occupying a single bedroom;

   (3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

   (4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but

not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

(a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin

The size of the house and the number of residents are in compliance with Article 503 E. The house is large enough to allow eight (8) residents; however, there are only three bedrooms so a maximum of six (6) youth are allowed per Article 503 E 2. Should an additional bedroom be added, then eight (8) residents are allowed. There is adequate space for parking for the staff and residents. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

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

   FINDINGS: The applicant's proposed use as a personal care home is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street and is surrounded by residential uses and undeveloped property.

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

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

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

OUTDOOR LIGHTING, SIGNAGE, INGRESS AND EGRESS OF THE PROPERTY, THE PEACEFUL ENJOYMENT OF PRIVATE PROPERTY IN THE COMMUNITY, AND OTHER RELEVANT FACTORS.

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

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

   FINDINGS: The request for a Special Use Permit to allow a personal care home is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, Kendra Langston, is seeking approval of a Special Use Permit for a personal care home at 416 S. Pinehill Rd. Ms. Langston, desires to use this property to provide a home where children in the foster care program from Spalding County and surrounding counties can have a safe space to live and thrive. A Special Use Permit would allow this type of facility and service. This parcel is in the Low Density Residential-B (LDR-B) zoning district.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-03) submitted by Kendra Langston to allow for a Special Use Permit for a personal care home located at 416 S Pinehill Rd.

Submitted by:
Michelle Haynes
Principal Planner
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement with Site Med, Single Source, to conduct on-site NFPA 1582 firefighter medical exams in the amount of $24,700.00. *Fire Chief John Hamilton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The NFPA 1582 testing is required to meet the national standard. Site Med was the company that was used two years ago for the firefighter physicals. Since they already have a working knowledge of our department and the personnel, they are able to give us better medical advice. The company is in Georgia and is available at no cost for consultation for one year after the testing.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This is budgeted for every other year.

Submitted By:
John Hamilton

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin - SiteMed.pdf
Site_Med__Sole_Source.pdf

City of Griffin
Attn: Chief Brian Brock, Griffin Fire-Rescue
314 North Hill Street
Griffin, GA 30223

May 13, 2024
Proposal Pricing is Guaranteed for 120 Days

Please find the attached proposal for your Firefighter NFPA 1582 Health and Wellness program. We have listed several key factors that differentiate us from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 70,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer since October 15, 2010. Our E-Verify company ID # 364885.

SiteMed uses state-of-the-art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.
Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 70,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

Our Physicians and Staff are Licensed in all 50 states.
From Alaska to Florida and coast to coast we have you covered. You will never have to worry if your provider is in compliance with Medical Practice Laws.

We insist on the highest medical standards.
This means that all lab and imaging studies are ordered by a State licensed physician. All imaging studies are interpreted by a State licensed board-certified radiologist and a written report of all studies are given to all members.

Our examination meets and can exceed the NFPA 1582 standard
The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

We come on-site to you.
We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 50 exams per day and can complete a department in just days instead of weeks or months. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams. Firefighters are able to remain in service and respond to emergencies if needed.

We focus on prevention.
The purpose of an effective wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.
If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform ***the 14 Essential Job Tasks***. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.
As a physician owned company, we will customize your NFPA 1582 program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, ultrasound imaging, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.
Blood and urine specimens are collected on site if applicable 2-4 weeks prior to Phase 2 testing. This process enables providers to examine and consult with your firefighters with the information in front of them (labs, X-Rays, ultrasounds and medical history) just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

Year-round access.
What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you soon.

John Chattin,
Business Development

REFERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Marietta Fire Department (GA)** – Commander Robert Moss – 770-794-5460 rmoss@mariettaga.gov
- **Dawson County Fire & Emergency Services (GA)** Chief Troy Leist - 831-998-0360 tleist@dawsoncountyga.gov
- **City of Smyrna (GA)**– Chief Roy Acree – 770-434-6667 racree@smyrnaga.gov
- **Sandy Springs Fire Rescue (GA)** – Chief Donny Willbanks – 770-206-2082 dwillbanks@sandyspringsga.gov
- **City of South Fulton Fire/Rescue Department (GA)** – Chief Sterling Jones 470-809-7523 sterling.jones@cityofsouthfultonga.gov
- **Decatur Fire Rescue (GA)** – Captain Gary Menard 470-409-2598 gary.menard@decaturga.com
- **Cartersville Fire Department (GA)** – Chief Scott Carter – 770-387-5635 scarter@cityofcartersville.org
- **Cherokee Fire and Emergency Services (GA) –** Chief Eddie Robinson – 770-889-4451 erobinson@cherokeega.com
- **Paulding County Fire/Rescue (GA) –** Chief Joey Pelfrey – 404-867-2881 jpelfrey@paulding.gov
- **Hinesville Fire Department (GA)** – Captain Andy Fowler – 912-432-1463 afowler@cityofhinesville.org

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA1582

Included in our Standard Physical

Medical Component per NFPA 1582 Chapters 6&7

- **Comprehensive Medical History**
  All necessary forms will be Provided
- **Medical Examination- Comprehensive physical exam**
  includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check
  Screening for Skin, Thyroid and Testicular Cancer
- **Vitals-**
  Height, Weight and Blood Pressure
- **Body Composition**
  Bio Impedance Analysis (BIA)
- **Vision-**
  Snellen(distance) screening
- **Lab Analysis-**
  Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), CA-125 on all Females, Hemoglobin A1C
  - Bloodwork will be drawn in the morning approximately 2-4 weeks prior to testing
- **Hearing Test-**
  Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**
- **EKG- 12-lead resting electrocardiogram**

Fitness Component per NFPA 1582 Chapter 8

- **WFI Submaximal Graded Treadmill Evaluation**
  To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- **Hand grip strength evaluation (NFPA 1582C.2.1.5)**
- **Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)**
- **Arm Strength Evaluation (NFPA 1582 C.2.1.7**
- **Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)**
- **Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)**
- **Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)**

SiteMed Value-Additional Standard Components

- **One-on-One consultation with a licensed medical provider**
  Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner
- **Confidential copy of results and interpretations provided to each firefighter**
- **A Physician will evaluate all charts and issue clearance letters**
  Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up
- **Department Summary report including relevant averages, ranges, and annual comparison statistics**

Standard Labs and Screening included in physicals:

Chemistry Screening
Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders

Glucose
Sodium
Potassium
Chloride
Blood Urea Nitrogen
eGFR
BUN/Creatinine ratio
Uric Acid
Inorganic Phosphorus
Calcium
Iron
Total Protein
Albumin
Globulin
Albumin/Globulin Ratio
Total Bilirubin
Alkaline Phosphatase
Gamma-GT
AST (SGOT)
ALT (SGPT)
LDH

Complete Blood Count (CBC)
Screens for Lymphoma & Leukemia, Anemia and other Blood Disorders

White Blood Cell Count (WBC)
Red Blood Cell Count (RBC)
Hemoglobin
Hematocrit
Platelets
RDW
Mean Corpuscular Volume (MCV)
Mean Corpuscular Hemoglobin (MCH)
Mean Corpuscular Hemoglobin Concentration (MCHC)

Lipids
Screening for Cardiovascular Risk

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL- Very Low-Density Lipoprotein Cholesterol
Cholesterol/ HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Urinalysis
Screens for Bladder and Kidney Cancers

Color
Ketones
Appearance
Occult Blood
Specific Gravity
Glucose
Leukocyte esterase
pH
Nitrate
Protein
Bilirubin
Urobilinogen
Microscopic examination of urine sediment

Thyroid Stimulating Hormone
Screens for Thyroid Disease

Hemoglobin A1C
Screening for Diabetes

Prostate-Specific Antigen (PSA)
Screens for Prostate Cancer
Performed on males 40 years of age and older

Cancer Antigen 125 (CA-125)
Screens for Ovarian Cancer
Performed on all females

American Heart Association /American College of Cardiology Atherosclerotic Cardiovascular Disease Risk
Calculation of an individual's risk of developing a cardiovascular problem such as a heart attack or stroke within the next 10 years. Calculated for those individuals over the age of 40.

Agreement

Phase 1 (labs and imaging)	**2 days**	**Up to 5 hrs per day**	**Maximum of 56 people per day**
Phase 2 (Medical and Fitness)	**3 days**	**Up to 6 hrs per day**	**Maximum of 28 people per day**

***Scheduled days to be consecutive unless otherwise noted**
***Minimum program Charge includes up to 65 total exams. Additional exams will be billed at $355 per exam.**
***Maximum of 28 exams per 8 hour day unless otherwise noted.**
***Two day jobs are to be scheduled as afternoon/evening on day 1 and morning on day 2 unless otherwise noted.**
***Ultrasound imaging will be completed on scheduled days only; makeup ultrasounds are not available.**

NOTES: _____

Invoicing Terms and Conditions

I acknowledge that the services marked will be provided for (2024) physicals. If changes are made after this agreement is signed an addendum sheet will be provided and signed by both parties. Additional Services Prices are guaranteed for the first year of this agreement and may increase in subsequent years.

_____ (Initial)

SiteMed will invoice for 50% of the total minimum program charge plus additional services if applicable following Phase 1. The Remaining 50% and any other additional services not previously invoiced will be invoiced following phase 2. Invoices are "Due Upon Receipt". Invoices not paid within 30 days will incur a 1.5% late fee charge.

_____ (Initial)

Any Cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the minimum charge if not rescheduled for a later date. Rescheduling services will not incur a cancellation fee.

_____ (Initial)

If applicable Make Up Exams must be completed within 45 Days following the completion of Phase 2. Exceeding 45 days will incur multiple invoices.

_____ (Initial)

This agreement made and entered on this Date of, May _____, 2024 between SiteMed and City of Griffin. This agreement shall exist for an initial period of one (1) year with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter, unless otherwise notified by either party 60 days prior to scheduled testing.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Attest:

Approved as to form:

Douglas S. Hollberg, Mayor (Initialed)	**Jessica W. O'Connor, Secretary**	Andrew J. Whalen, III **Andrew J. Whalen, III, City Attorney**
SiteMed – Representative		5/21/24 **Date**

Services Proposal Pricing is guaranteed for 120 days	Quantity	Price	Year 1 (2024)
Standard NFPA 1582 Physical ☐ Without Fitness Component	Base Program Minimum (65)	$22,720	$23,075
Additional NFPA 1582 Physicals		$355	
Additional Services			
Lab Corp Collection Fee (for missed appointments only)		$20	
Behavioral Health Assessment		$55	
Titmus Vision Screening		$35	
Imaging Services			
Chest -X-rays		$110	
CT Coronary Calcium Scoring *Not available at all locations * Pricing may vary		$160-and up	
Thyroid Ultrasound *		$95	
Abdominal Ultrasound *		$95	
Pelvic / Testicular Ultrasound *		$95	
Abdominal Aortic Aneurysm Ultrasound *		$95	
Carotid Ultrasound*		$95	
Echocardiogram *		$150	
ULTRASOUND PACKAGE Includes all items marked with*		$340	
Screening Services			
Tuberculosis Skin Test Read by FD Personnel		$30	
Tuberculosis Skin Test Read by SiteMed Personnel		TBD	
QuantiFeron TB Gold Blood Test		$95	
Hepatitis B Antibody Screening		$32	
Hepatitis C Screening		$32	
Varicella Antibody Screening		$55	
Measles, Mumps, Rubella Antibody Screening		$75	
Blood Testing Services			
Blood Typing (ABO Grouping & Rho)		$22	
Testosterone (males)		$39	
HIV Screening		$32	
CRP (C-reactive Protein)		$21	
Cholinesterase, RBC (For Hazmat)		$42	
Heavy Metals Panel (For Hazmat)		$150	
Tuberculosis Gold Test		$90	
Fecal Occult Blood Screening (40 y.o. and older)	65	$25	1,625
Vaccination Services May require additional Travel Fees			
Hepatitis A Vaccine (2-Dose Series)		$95 Per Dose	
Hepatitis B Vaccine (3- Dose Series)		$85 Per Dose	
Tetanus/ Diphtheria/Pertussis		$65	
Measles, Mumps, Rubella Vaccine		$110	
Varicella Vaccine		$160	
Influenza Vaccine		$40	
Totals			$24,700

Billing Information

Invoices will be addressed to: City of Griffin

EMAIL: _____

PHONE NUMBER: _____

PAYMENT/INVOICE PORTAL _____

Special billing instructions: _____

Agreement Addendum Notes:

Date: _____

_____

_____

_____

SiteMed Initial	FD Personnel Initial
_____	_____

Date: _____

_____

_____

_____

SiteMed Initial	FD Personnel Initial
_____	_____

Date: _____

_____

_____

_____

SiteMed Initial	FD Personnel Initial
_____	_____

Notes:

_____

_____

_____

_____

_____

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

NFPA 1582 Physicals

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

this is the 3rd time that we have used this company and they provide a great service

Supplier/Source Name/Address:

Site Med 1634 White Circle - Suite 101 Marietta, GA 30066

Supplier/Source Contact: **Phone:** **888-837-4819**

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?

We have reached out to several companies over the last 6 years and they are the lowest in cost and are within the state of Georgia which allows our personnel to go to their office when needed They have a running history of our personnel and can compare since the last evaluation

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 provide NFPA 1582 physicals for fire departments in Georgia

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:	6/5/2024	Requestor:	John Hamilton		
Department:	Fire	Dept Accting Code:	101-3520-52-1200	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.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract between the City of Griffin and K and C Woods LLC, lowest responsive bidder, for tree trimming services in an amount not to exceed $603,691. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Tree trimming services are an essential part of preventative maintenance for line clearance. The tree trimming contract includes two 3-man crews for 46 weeks out of the year and one additional 3-man crew for twelve weeks during winter months for line clearance purposes.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY25 budget has $603,691.20 allotted for tree trimming.

Submitted By:
Jason Crane

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Contract-KC Woods-Griffin Electric-6-5-24.pdf

CONTRACT FOR UTILITY TREE TRIMMING

This AGREEMENT ("Agreement" or Contract") is made and entered into this 11th day of June, 2024. By and between the **City of Griffin,** a Georgia municipal corporation (hereinafter "City'), and **K and C Woods LLC,** a Georgia Corporation (hereinafter "Contractor").

PREAMBLE

WHEREAS, in response to the City's Request for Proposal No. 24-006 ("RFP"), the Contractor submitted a written ("Proposal") to provide utility tree trimming and removal of debris along the City's electric utility infrastructure, including necessary labor, supervision, tools, equipment and supplies, and to provide other such work incidental to those services;

WHEREAS, the City desires to enter into a renewable contract whereby Contractor would be the City's utility tree trimming contractor retained to perform said services in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agrees as follows:

AGREEMENT

1. Term and Termination.

    a. *Term.* This Contract shall have an initial term of twelve (12) months, beginning July 1, 2024 and ending June 30, 2025. Thereafter, the contract shall automatically renew for two (2) successive twelve (12) month renewal terms, unless the City provides written notice of intent not to renew prior to the end of the then-current term.

    b. *Termination.* During the initial term or any renewal term of this Contract, either Party may terminate this contract at-will, with or without cause, upon delivery of a notice of intent to terminate to the other party. The Contract shall automatically terminate within thirty (30) days of receipt of such notice.

2. Scope of Work.

    a. Contractor shall provide utility tree trimming and debris removal services along the City's electric utility infrastructure throughout the Griffin Power Service Territory which includes, but is not limited to 230 miles of overhead primary lines, across Griffin, Spalding County. Work shall be taken with all reasonable care and minimal disruption or damage to other trees, grounds, driveways, streets, curbs, sidewalks, structures, and utilities on or adjacent to the work site.

i. Except where otherwise provided in this Contract, the Contractor shall provide labor, materials, equipment, tools, construction equipment and machinery, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

ii. Contractor shall maintain awareness of the conditions on site of the work, the obstacles it may encounter, and all other relevant matters concerning the work to be performed, and shall plan accordingly in order to ensure competition of the work.

iii. The blocking of public streets shall not be permitted unless prior arrangements have been made with the City.

iv. Contractor shall provide adequate barricades, flagmen, signs and/or public safety warning devices while working in order to protect motorists and pedestrians. Yellow flashing lights mounted on the vehicle shall not be deemed as sufficient or adequate protection.

b. Work shall be performed during regular business hours, Monday to Friday, 7 am to 6 pm, with the exception of emergency/storm work. Contractor agrees to make every effort to meet the performance deadlines set by the City, and to otherwise carry out service requests in a timely and efficient manner; however, Contractor shall not be liable for damages, in any form, which arise due to delays caused by inclement weather, act of god, or other cause beyond Contractor's control.

c. The City reserves the right to inspect all work throughout the terms of this contract. All work must be completed to the satisfaction of City staff, and any questions as to proper procedures or quality of workmanship will be resolved by the same. Written notice will be given by the City for unsatisfactory work, giving the Contractor the opportunity to make it acceptable. If unsatisfactory work continues after the cure notice, the City has the right to cancel the existing contract.

3. Pricing.

a. The Contractor's Proposal submitted in response to the City's RFP, attached as Exhibit "A", is hereby incorporated herein and shall be used as the pricing schedule for Contractor's services under this Contract. The City shall not pay time worked past forty (40) hours per week unless approved by the City of Griffin in advance, in writing; in the event overtime is required, the City shall not be required to pay at the rate of 1.5 times unless approved by the City, in writing, in advance.

b. Payment shall be due within thirty (30) days of the City's receipt of Contractor's invoice.

c. Changes in the pricing schedule shall only be effective upon an amendment to this Contract signed by both parties. If Contractor proposed a change in pricing, the City shall have thirty (30) days to consider acceptance via an amendment. If the City fails or otherwise refuses to execute an amendment to accept the new pricing changes, the Contract shall automatically terminate.

4. Damage and Indemnification.

   a. Any damage to person or property resulting from Contractor's work under this Contract shall be the responsibility of Contractor.

   b. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that (i) such claims, damages, loss or expense is caused in whole or in part by negligent or intentional acts or omissions of the Contractor; and (ii) such claim, damage, loss or expense is not caused in part by the City, its agents, servants or employees.

5. Insurance.

   a. Contractor shall maintain employee coverage by Workers' Compensation as required by law. Certificates of Coverage must be made available to the City upon request.

   b. Contractor must maintain general liability coverage in the amount of $2,000,000.00 per occurrence, including liability for accidents occurring pursuant to work under this Contract or at the work site that is attributable to Contractor or its agents' conduct during the term of this Contract.

      i. The City, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein, except professional liability coverage and worker's compensation, which shall be indicated on all applicable certificates of insurance.

      ii. A valid Certificate of Insurance (COI) and any other document required by the City must be submitted prior to the commencement or continuation of work under this Contract.

6. Safety.

   a. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

      i. Employees on the Work and other persons who may be affected thereby;
      ii. The Work and materials and equipment to be incorporated therein; and
      iii. Other property, passerby, and the public at large.

   b. Contractor must abide by all state and federal laws, local ordinances, OSHA rules and regulations, and City of Griffin policies and procedures, specifically those of the City of Griffin Electric Department. All equipment to be used and all worked to be performed must be in full compliances with the most current revision of the American National Standards Institute (Standard Z-133.1-1988), or as amended.

7. Miscellaneous Provisions.

a. *Notice.* Any notice to be given under this Contract shall be in writing and may be affected by personal delivery, email, or by next day delivery through FedEx or other reputable, overnight courier service, in each case delivered or addressed to the receiving party as set forth below:

Contractor:
K and C Woods, LLC
215 Birdie Rd.
Griffin, GA 30223
Email: kandcwoodsllc@yahoo.com

City:
City of Griffin
C/O Electric Department
100 S. Hill St.
P.O. Box T
Griffin, GA 30224

b. *Governing Law.* The Contract shall be governed by the law of the State of Georgia.

c. *Compliance with 2 CFR 200.* Contractor further acknowledges that FEMA financial assistance may be used to fund certain work orders during the term of this Contract. Contractor agrees to comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives as applicable. The Parties further agree to comply with all applicable state and local laws, regulations, codes, ordinances, and proclamations. Contractor expressly agrees to comply with the provisions set forth in Exhibit "B" attached and incorporated herein when performing work related to a work order related to any state or federally declared emergency.

d. *Severability.* If any provision of this Contract is deemed invalid or unenforceable, the remainder of this Agreement shall remain unaffected. Each provision of this Agreement, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by law.

e. *Ambiguity.* To the extent that there are contradictions or ambiguity created between this Contract and the terms of set forth in Exhibit "A" attached and incorporated herein, this Contract shall govern. Provided, however, that if the Contract is silent as to a requirement or provision, the terms of Exhibit "A" shall govern.

f. *Headings.* The captions and headings herein are for convenience and reference only, and in no way defined or limit the scope and content of this Contract or the provisions herein.

g. *Assignment.* This Agreement may not be assigned by Contractor without the prior written consent of the City.

h. *Entire Agreement.* This Contract, together with its attached exhibits incorporated herein, contains the final and entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, warranties or representations, oral. Or written, not contained herein. No change or modifications of this agreement shall be valid unless in writing and signed by the party against which it is sought to be enforced.

i. *Execution.* This Agreement is not enforceable until such time as it has been executed by both the City and Contractor.

j. *Relationship Between the Parties.* Services rendered by Contractor pursuant to this Contract shall be rendered as an independent contractor and not an agent or employee of the City. The City assumes no liability for the actions of Contractor, its agents, or employees. This Contract does not create a joint venture, partnership, undertaking or business between the parties, nor does it create any rights or benefits to third parties. Contractors employees and/or subcontractors, if any, who perform services under this Contract shall also be bound by the provisions of this Contract.

In witness, whereof, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

CITY OF GRIFFIN

_____
Douglas S. Hollberg, Mayor

_____
Jessica O'Connor, Secretary

Approved as to Form:

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

Date: _____

K AND C WOODS, LLC

Kathryn R. Kleinkauf, Owner-Agent

Date: 6-05-2024

ATTACHMENT A

2024/2025 RATE CHART

Effective Date- July 1, 2024 - June 30, 2025

K&C WOODS, LLC

LABOR	Hourly Rate	Overtime Rate
Foreman	32.75	49.15
Trimmer	26.5	39.75
Groundman	23.5	35.25

Equipment	Hourly Rate	Overtime Rate
55ft 2WD Aerial Lift	$17.50	
60-70ft 2WD Aerial Lift	$26.50	
Split Dump/Chip Truck	$12.50	
12" Chipper	$9.50	
4WD Pickup Truck	$12.50	
Mechanical Tree Trimmer	$63.00	
Skid Steer w/ Mulching Head	$32.50	
Excavator w/ Mulching Head	$140.00	
Chainsaw	$1.00	
Leafblower	$1.00	
Standard 3 man crew w/ equipment	$125.25	$187.88

215 Birdie Rd. Griffin, Ga. 30223 678-603-6054 678-588-4934

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

RFP 24-006

PRICE SUBMITTAL: Utility Tree Trimming

Company Name K and C Woods, LLC RFP Price Valid Through June 30, 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.

ALL EQUIPMENT RATES BELOW INCLUDE OPERATOR, FUEL AND MAINTENANCE COSTS

CONTRACTOR NAME:

Personnel/Equipment	Hourly Rate
1. Foreman	$32.75
2. Bucket Truck/Equipment Operator	$26.50
3. Groundsperson	$23.50
4. 55' 2wd Aerial Lift	$17.50
5. 70' 2wd Aerial Lift	$26.50
6. Jarraff/SkyTrim	$63.00
7. Chip Truck 2wd	$12.50
8. Standard Chipper	$9.50
9. Support Truck	$12.00
10. Power Saw	$1.00
11. Skid Steer Mulcher	$32.50
12. Excavator Mulcher	$140.00
13. Brush Cutter	$28.00

Attachment B - Pricing Schedule

(All items are required but only items 1-13 will be used for evaluation purposes)

Debris Removal and Disposal

	Name and Description	**Cost per Unit** No Cost to the City of Griffin
	Vendor is responsible for all debris disposal fees	

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*
***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: No additional cost or fees.

The City reserves the right to accept the BEST-EVALUATED RFP as deemed by the Evaluation Committee, which may or may not be the lowest monetary RFP.

COMPLETED BY:
Company Name: K and C Woods, LLC

Contact Person: Kathryn R Kleinkauf (Signature) Kathryn R Kleinkauf (Printed Name)

EXHIBIT "B"
2 CFR 200 CONTRACT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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 canceled, 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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.

(9) 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.

(10) 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 the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(11) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not 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 undertakings, 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.

COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) 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 work week 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (b)(1) 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, for 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)(2) of this section.

(4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) 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's 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).

(2) The 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.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18- 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 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.

The Contractor,certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

6.05.2024
Date

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution amending the City of Griffin Title II Americans with Disabilities Act Policy and Grievance Procedure and the Title VI Civil Rights Act Policy and Grievance Procedure, approving the form and use of a Title II and Title VI Complaint Form, and further repealing all prior versions of said policies. *Stephanie Woods, Human Resources Director, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City enacted the Title II Americans with Disabilities Act Policy and the Title VI Civil Rights Act policies in 2015 for purposes of giving public notice of its policy and commitment to upholding and assuring compliance with discrimination laws and related statutes in its programs and activities. In light of the age of these policies, the City sought legal consultation to make amendments to the policies that will remove ambiguity, ensure efficient and effective operations, and implement best practices in handling requests and complaints made pursuant to these policies. This Resolution further approves a complaint form for any grievances related to either policy and repeals all prior versions upon approval by the Board.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
11/06/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
RES_Adoption_of_Amended_ADA_and_Civil_Rights_Act_Policy_w_Exhibits.pdf

No. 24- 035

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA ADOPTING THE AMENDED CITY OF GRIFFIN POLICY AND GRIEVANCE PROCEDURE FOR TITLE II OF THE AMERICANS WITH DISABILITIES ACT; ADOPTING THE AMENDED POLICY AND GRIEVANCE PROCEDURE FOR TITLE VI OF THE CIVIL RIGHTS ACT; AFFIRMATIVELY REPEALING THE FORMER ADA TITLE II AND CIVIL RIGHTS ACT TITLE VI POLICIES AND GRIEVANCE PROCEDURES AS ADOPTED IN MAY 2015; AND FOR OTHER PURPOSES.

WHEREAS, in May 2015, the City of Griffin enacted policies and grievance procedures related to Title II of the Americans with Disabilities Act ("ADA") and Title VI of the Civil Rights Act for the purpose of giving public notice of its policy and commitment to upholding and assuring full compliance with the respective statutes and all related statutes;

WHEREAS, the ADA prohibits discrimination against qualified individuals with disabilities by public entities in the operation of all services and programs offered therein and allows individuals with disabilities to request reasonable accommodations to assist the individual in accessing City facilities, programs and services;

WHEREAS, the Title VI of the Civil Rights Act and related statutes prohibit discrimination in all programs and activities of Federal Aid recipients, sub-recipients, contractors, and consultants on the grounds of race, color, religion, or national origin;

WHEREAS, following discussion with legal consultants, the Board of Commissioners seeks to amend its Title II ADA Policy and Grievance Procedure and its Title VI Civil Rights Act Policy and Grievance Procedure in order to remove ambiguity, ensure efficient and effective operations, and implement best practices in handling requests and complaints made pursuant to these policies;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED that the City of Griffin Title II Americans with Disabilities Act Policy and Grievance Procedure is hereby amended by adoption of the Policy set forth in Exhibit "A," attached and incorporated herein;

BE IT FURTHER RESOLVED that the City of Griffin Title VI Civil Rights Act Policy and Grievance Procedure is hereby amended by adoption of the Policy set forth in Exhibit "B," attached and incorporated herein;

BE IT FURTHER RESOLVED that the City of Griffin Title II ADA and Title VI Civil Rights Act Complaint Form, attached and incorporated as Exhibit "C," is hereby approved as to form and shall be used in relation to any grievance procedures or requests made pursuant to the policies adopted herein;

BE IT FURTHER RESOLVED that any former Title II Americans with Disabilities Act Policy and Grievance Procedure or Title VI Civil Rights Act Policy and Grievance Procedure is repealed and supplanted by the policies set forth in Exhibit "A" and "B," respectively, upon the execution of this Resolution.

SO RESOLVED this 11th day of June, 2024.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

Exhibit "A"

CITY OF GRIFFIN, GEORGIA

Title II - Americans With Disabilities Act- Policy

The City of Griffin is committed to complying with the provisions outlined in the Americans with Disabilities Act ("ADA") regarding barrier free access to all City programs, services and activities. Title II of the Americans with Disabilities Act prohibits discrimination against qualified individuals with disabilities by public entities in the operation of all services and programs offered by the entity. All City facilities, programs and services are to be accessible to and usable by disabled individuals, unless providing access results in an undue hardship to the City or causes a fundamental alteration of the programs or services. In addition, it is the City's policy that members of the public shall not experience discrimination or harassment based upon disability. As such, any and all complaints of discrimination on the basis of disability will be promptly and thoroughly investigated. When appropriate, effective and prompt remedial action will be taken to address and remedy any complaints.

Your Rights Under Title II of the ADA: The Americans with Disabilities Act was signed into law on July 26, 1990. The purpose of the ADA is to ensure that people with disabilities are afforded the same rights and privileges as non-disabled people. The ADA prohibits discrimination on the basis of disability in employment, state and local government services, public accommodation and commercial facilities.

Requests for Reasonable Accommodation: Individuals who are disabled may request reasonable accommodation to assist the individual in accessing City facilities, programs or services. An individual is considered a person with a disability if he or she: 1) has a physical or mental impairment that substantially limits one or more major life activities; 2) has a record of such impairment; or 3) is regarded as having such impairment. Major life activities include, but are not limited to; functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Effective Communication: Upon request, the City of Griffin, will provide reasonable accommodations such as auxiliary aids or services which include, but are not limited to; extra staff assistance, language interpreters, sign language interpreters, assistive listening devices, electronic documents, paper and pen.

Requests: The City of Griffin will make reasonable accommodation to ensure that qualified individuals with disabilities have an equal opportunity to enjoy programs, services, and activities. To make a request, contact the Human Resources Director who serves as the ADA Coordinator, Stephanie Woods at swoods@cityofgriffin.com or 770-233-2923. A request for reasonable accommodation may take up to thirty (30) working days to be reviewed. Please note that depending on the request and unforeseen circumstances, some requests may take more than thirty (30) working days.

Title II – Americans with Disabilities Act Grievance Procedures

The grievance procedure is established to meet the requirements of the ADA. It may be used by anyone who wishes to file a complaint alleging discrimination, harassment, or retaliation on the basis of disability in the provision of services, activities, programs, or benefits by the City of Griffin.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address, phone number, email address of complainant, location(s), date(s), and description(s) of the problem. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted as soon as possible, and within sixty (60) days of the alleged violation to:

Stephanie Woods, Human Resources Director
100 S. Hill Street, Suite 400
Griffin, GA 30224
770-233-2923
swoods@cityofgriffin.com

Barring unforeseen circumstances, within thirty (30) working days after receipt of the complaint, the Human Resources Director will confer with the complainant regarding the complaint and possible resolutions, if available. Within fifteen (15) working days of final discussions, the Human Resources Director will respond in writing, and where appropriate, in a format that is accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Griffin and offer options for substantive resolution of the complaint, if any are warranted.

If the response by the Human Resources Director does not satisfactorily resolve the issue, the complainant may appeal the decision within thirty (30) calendar days after receipt of the response to the City Manager or his or her designee. Within thirty (30) working days after receipt of the appeal, the City Manager or his or her designee, will confer with the complainant to discuss the complaint and possible resolutions. Within fifteen (15) working days of the meeting, the City Manager or his or her designee will respond in writing, and where appropriate, in a format that is accessible to the complainant, with a final resolution of the complaint.

Exhibit "B"

CITY OF GRIFFIN, GEORGIA

Title VI of the Civil Rights Act– Policy

The City of Griffin hereby gives public notice of its policy to uphold and assures full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related statutes. Title VI and related statutes prohibiting discrimination in federally-assisted programs require that no person in the United States of America shall, on the grounds of race, color, religion, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance. The City of Griffin further assures every effort will be made to ensure non-discrimination in all its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1978, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs are federally assisted or not.

Federal aid funds distributed by the City of Griffin to another governmental entity, or to subcontractors and vendors are subject to the provisions of Title VI. Written contracts shall contain non-discrimination language either directly or through the bid specification package which becomes an associated component of the contract.

Title VI of the Civil Rights Act Grievance Procedures

This grievance procedure is established to meet the requirements of Title VI of the Civil Rights Act. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of race, color, religion or national origin being excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address, phone number, email address of complainant, location(s), date(s), and description(s) of the incident. Allegations received by telephone will be reduced to writing and provided to the complainant for him or her to supply additional information or revise if needed. The complainant shall then provide the completed final complaint form to the Human Resources Director, who serves as the Title VI Coordinator for processing. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities, upon request.

To allow time to file first with the City and then externally with an appropriate outside agency or court as the complainant chooses, any complaint to the City should be filed promptly and must be filed no

later than one hundred eighty (180) calendar days after the alleged discrimination occurred. If the complainant is not satisfied with the Human Resources Director's disposition, the complainant may still file externally within any applicable statute of limitations.

If a complaint is filed with the City and is also filed externally during the same time, the external complaint supersedes the internal complaint filing. Accordingly, the City's complaint procedures will be suspended pending the outcome of the external complaint. Any complaint shall be submitted to:

Stephanie Woods, Human Resources Director
100 S. Hill Street, Suite 400
Griffin, GA 30224
770-233-2923
swoods@cityofgriffin.com

Upon receipt of a complaint against the City involving Federal Highway Administration funds, it will be forwarded to the appropriate State agency, the Georgia Department of Transportation, for proper disposition pursuant to its procedures.

The Human Resources Director shall conduct an internal investigation which shall be completed within thirty (30) workdays of receipt of a complaint. Please note that in the event of unforeseen circumstances, an investigation may take more than thirty (30) workdays. Subsequently, the Human Resources Director will inform the complainant in writing, and where appropriate, in a format that is accessible to the complainant, such as large print, Braille, or audiotape, of its disposition, including any findings of fact and any action(s) to be taken.

The following are the disposition outcomes of a complaint:

Sustained complaint: If the complaint is substantiated, policy and procedures prohibiting discrimination will be reviewed with the offender(s). Appropriate disciplinary action and/or training will be taken pursuant to the City's personnel policy;

Un-sustained complaint: If there is insufficient evidence to either prove or disprove the allegation(s), all parties to the complaint will be informed of the reason(s) for this disposition;

Unfounded complaint: If it is determined than an act reported did not in fact occur, a finding of "unfounded" shall be made;

Exonerated complaint: If it is determined that an act reported did in fact occur, but was lawful and proper within the guidelines established herein, a finding of "exonerated" shall be made; and

Dismissed complaint: If the complainant requests to withdraw the complaint, fails to respond to repeated requests for additional information needed to process the complaint, or the complainant cannot be located after reasonable attempts.

If the complainant is not satisfied with the disposition by the Human Resources Director, an appeal process is available. An appeal request for review of a disposition of unlawful denial of access or

accommodation must be filed, in writing, within thirty (30) calendar days of the disposition of the complaint with the City Manager directly. The written appeal must include the complainant's name, address, telephone contact number, and the reason why the complainant believes the disposition was inappropriate. An appeal request shall be submitted to:

The City of Griffin
Mrs. Jessica O'Connor, City Manager
100 South Hill Street
Griffin, GA 30224
joconnor@cityofgriffin.com

The City Manager, or her designee, will set a mutually agreed-upon time and place for the review process with the complainant-appellant within thirty (30) working days of the request. The complainant-appellant may submit documents or other information to be included with the record and considered in the review process.

A person may also file a complaint directly with the Federal Highway Administrations' Civil Rights Specialist in the Atlanta, Georgia Regional Office or with the Department of Justice. Such formal complaint must be filed within one hundred eighty (180) calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant. Likewise, if a complainant is not satisfied with the result of the City of Griffin's investigation, he or she may appeal to the United States Department of Justice. Appeals must be filed within one hundred eighty (180) days after the City of Griffin's final resolution.

Complaints will be maintained in a complaint log that will show the identifying information type, and the status of each complaint filed. When any investigation is concluded, the Human Resources Director will keep a copy of the report on permanent file.

LIMITED ENGLISH PROFICIENCY (LEP)

The City of Griffin is committed to providing quality services to all citizens, including those who do not speak English as their primary language and who have the limited ability to read, speak, write, or understand English. These individuals may be considered "LEP," or Limited English Proficient, and may be entitled to language assistance.

As a recipient of Federal Transportation Funding, the City of Griffin must take reasonable steps to ensure meaningful access to its programs and activities by LEP persons. This plan uses the U.S. Department of Transportations' four (4) factor analysis to determine the level and extent of language assistance measures needed to sufficiently ensure meaningful access to the City of Griffin's programs and activities. They are:

Factor 1 – The number or proportion of LEP persons eligible to be served or likely to be encountered by City programs and activities;

Factor 2 – The frequency with which LEP individuals come in contact with City programs and activities;

Factor 3 – The nature and importance of the program, activity or service being provided to an individual's life; and

Factor 4 – The resources available to the City of Griffin and related costs.

The intent of this policy is to find a balance that ensures meaningful access by LEP persons to critical services while not imposing an undue burden(s) on the City of Griffin. Specific steps to be taken, in terms of translation or language interpretation, will depend on the situation at the time, from coordination with LEP individuals and the organizations that serve them, and from analysis of the City of Griffin's existing resources and the costs of providing language assistance.

Exhibit "C"

CITY OF GRIFFIN

Title II or Title VI Complaint Form

Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited by Title II or Title VI may file a written complaint using this form. The following information is necessary to assist the City of Griffin in processing a complaint. If any person filing a complaint needs assistance, including interpretation or translation assistance, please contact the Human Resources Director via email (swoods@cityofgriffin.com) or telephone (770-233-2923).

1. What is the name of the person allegedly being discriminated against?

   Name _____

   Address _____

   City, State, and Zip Code _____

   Telephone *(Home)* (____) _____ *(Business)* (____) _____

2. Who are you filing a complaint against (name of person or agency) and what is their location?

   Name _____

   Address: _____

   City, State, and Zip Code _____

3. What was the reason you believe you were discriminated against? Was it because of your:

   a. Race ❒ b. Color ❒ c. Religion ❒

   d. National Origin ❒ e. Limited English Proficiency (LEP) ❒ f. Disability ❒

4. What was the date and location of the incident involving alleged discrimination? _____

   _____

5. In your own words, explain the nature of the incident. Please be as specific as possible. You may attach additional sheets if needed (Use additional pages if necessary).

   _____

   _____

   _____

   _____

_____

_____

Name(s) and Telephone Number(s) of Any Witness(es): _____

_____

6. Have you tried to resolve this complaint with the agency or person already? ❒ Yes ❒ No

If yes, what is the status?

_____

_____

_____

7. Are you filing this complaint for someone else? ❒ Yes ❒ No

If yes, against whom do you believe the discrimination was directed?

First Name _____ Last Name _____

8. Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? ❒ Yes ❒ No

If yes, check all that apply: Federal agency ❒ Federal court ❒ State agency ❒

State court ❒ Local agency ❒

9. What is the name of the contact person at the agency where the complaint was filed?

Name _____

Agency/Court Name _____

Address _____

City, State, and Zip Code _____

Telephone Number (____) _____

10. Please sign the complaint below. You may attach any written materials or other evidence you believe supports your complaint.

_____ _____

Complainant's Signature Date

Please submit completed form to:

Stephanie Woods, Human Resources Director
City of Griffin, PO Box T
Griffin, GA 30224
Phone: (770) 233-2923 Email: swoods@cityofgriffin.com

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing travel for the commissioners to the Georgia Municipal Association's Annual Convention in Savannah, Georgia on June 21-25, 2024.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

This will be accommodated in budgeted travel and registration for Commissioners 101-1110-52-3500 and 101-1110-52-3700 in FY 24.

Submitted By:

Susan Bartholomew

Meeting Date:

11/06/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Convention-Schedule.pdf

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Thursday, June 20
3:00 pm - 7:00 pm
Badge Pick Up
- Westin Savannah Harbor Golf Resort & Spa
- Savannah Marriott Riverfront
- Hyatt Regency Savannah
- Savannah Convention Center

Friday, June 21
7:00 am – 4:30 pm
Registration and Welcome Center

7:00 am – 8:15 am
Breakfast

8:15 am – 3:15 pm
Municipal Training Institute Classes

11:30 am – 1:00 pm
Lunch (trainings)

12:30 pm – 3:30 pm
Municipal Training Institute Classes

12:30 pm – 3:30 pm
Clerks Training Courses

1:30 pm – 3:30 pm
RMEBS Board of Trustees Meeting

3:45 pm – 5:00 pm
Mentor/Mentee Meet & Greet and Orientation

3:45 pm – 5:15 pm
Board of Directors Meeting

Saturday, June 22
7:00 am – 6:00 pm

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Registration and Welcome Center

7:00 am – 8:15 am
Breakfast

8:15 am – 11:15 am
Municipal Training Institute Classes

8:15 am – 3:15 pm
Clerks Training Course

9:00 am – 2:00 pm
Exhibitor set-up

11:30 am – 1:00 pm
Lunch

11:45 am – 1:00 pm
Policy Committee Meetings

1:15 pm – 2:30 pm
Policy Committee Meetings

2:45 pm – 4:00 pm
Policy Committee Meetings

3:55 pm – 4:00 pm
Municipal Marketplace Opening Ceremony

4:00 pm – 6:00 pm
Municipal Marketplace Opening and Reception

<u>Sunday, June 23</u>
7:00 am – 5:00 pm
Registration and Welcome Center

7:30 am – 8:00 am
Worship Service

GMA Annual Convention
June 21-25, 2024
Schedule of Events

8:00 am – 8:45 am
RMEBS Membership Meeting

8:30 am – 9:00 am
Breakfast

8:30 am – 9:00 am
City Attorneys Session Registration

9:00 am – 10:30 am
Opening General Session

9:00 am – 1:00 pm
City Attorneys Session and Brunch

10:30 am – 2:00 pm
Municipal Marketplace (lunch included)

11:00 am – 12:00 pm
Legislative Policy Council Meeting

11:30 am – 1:30 pm
Clerks Business Meeting and Lunch

12:00 pm – 2:00 pm
City Managers Session and Lunch

1:00 pm – 2:00 pm
Federal Policy Council Meeting

1:00 pm – 2:00 pm
Municipal Training Board Meeting

2:15 pm – 3:15 pm
Rapid Fire Sessions

3:15 pm – 3:30 pm

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Voting Credential Pickup

3:30 pm – 5:00 pm
Business Meeting and Installation of Officers and Board of Directors

Monday, June 24
8:00 am – 4:00 pm
Registration and Welcome Center

8:00 am – 8:30 am
Breakfast

8:00 am – 11:00 am
Clerk Training Courses

8:30 am – 9:45 am
General Session

10:00 am – 11:00 pm
Concurrent Sessions

11:15 am – 12:15 pm
Concurrent Sessions

12:30 pm – 2:15 pm
Awards Luncheon

2:15 pm – 2:45 pm
Awards Luncheon photos

2:45 pm – 3:45 pm
District Meetings

6:00 pm – 9:00 pm
Closing Event

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Tuesday, June 25

7:30 am – 8:15 am
Breakfast

8:15 am – 11:15 am
Municipal Training Institute Classes