AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
August 27, 2024
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

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.

1. Receive comments regarding a request for a Special Use Permit for a Place of Assembly for property located a 1025 South Hill Street. *Director of Planning and Development, Michelle Haynes, will address.*

2. Receive comments regarding a request for variance from the minimum lot size, minimum setbacks, and minimum heated floor area per dwelling unit requirements for the lot combination of 162 and 164 Melton Street. *Director of Planning and Development, Michelle Haynes, will address.*

CONSENT AGENDA

3. Consider the purchase of two 300 KVA 3-phase pad mount transformers in the amount of $45,950.00 from Gresco Utility Supply, Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

4. Consider the purchase of twenty five 37.5 KVA overhead transformers in the amount of $36,275.00 from Stuart C. Irby Co, lowest bidder. *Electric Director, Jennifer Freeman, will address.*

5. Consider purchase of multiple inventory items from Delta Municipal Supply, Sole Source, in the amount of $29,950.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

6. Consider the purchase of four Solid Boss Off Road Tires in the amount of $25,148.96 from Atlanta Commercial Tire, Inc., lowest quote, for use on the John Deere 644 Wheel Loader at the Transfer Station. *Director of Solid Waste Todd Ennis will address.*

7. Consider the purchase of hardware support and maintenance of the City of Griffin Dell VxRails storage system in the amount of $34,157.04 from SHI International, Georgia State Contract, for the City of Griffin. *Chief Technology Officer, Gibb Cotton, will address.*

8. Consider the purchase of six mobile, in-car radios from Motorola Solutions Inc., State Contract, in the amount of $30,883.56. *Captain Daniel Jett will address.*

REGULAR AGENDA

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

9. Consider a request for a Special Use Permit for a Place of Assembly for property located at 1025 South Hill Street. *Director of Planning and Development, Michelle Haynes, will address.*

10. Consider a request for variance from the minimum lot size, minimum setbacks, and minimum heated floor area per dwelling unit requirements for the lot combination of 162 and 164 Melton Street. *Director of Planning and Development, Michelle Haynes, will address.*

11. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 13, 2024.

12. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and Paragon Consulting Group in the amount of $171,645.00 for project coordination and meetings, utility potholing, construction plans, bid administration, and construction management for the State Street and Bank Street redesign project. *Public Works Director, Mariza Eller, will address.*

13. Consider a resolution to purchase 216 S. Searcy Avenue in the amount of $145,000.00 for the expansion of Oak Hill Cemetery. *Public Works Director, Mariza Eller, will address.*

14. Consider Third Amendment to the Power Purchase Contract between MEAG Power and the City of Griffin adding Exhibit D. *Electric Director, Jennifer Freeman, will address.*

15. Consider the nullification of the previously approved PO#25-0024 for the purchase of one Raymond 4750 Sit-Down Electric Forklift for fiber related material handling in the amount of $42,419.50 from Carolina Handling, LLC, and consider the purchase of one Raymond 4750 Sit-Down Electric Forklift for fiber related material handling in the amount of $46,268.00 from Carolina Handling, LLC, lowest quote. *Telecommunications Manager, Chris Sprayberry, will address.*

16. Consider fiber relocation and splicing services at Historic City Hall from Four Seasons Cable Construction, lowest quote, in the amount of $35,011.22. *Telecommunications Manager Chris Sprayberry will address.*

17. Consider the Regulatory Compliance Addendum for FY25 with Moss Adams for the amount of $9,500 under a previously approved Master Services Agreement. *Telecommunications Manager Chris Sprayberry will address.*

18. Consider a Resolution, pursuant to 26 U.S.C. §147(f), Internal Revenue Code of 1986, as amended, approving the issuance of revenue bonds by the Housing Authority of the City of Griffin, Georgia, in an amount not to exceed $40,000,000 for the Northside Hills L.P. for the purpose of financing all or a portion of the costs of acquisition, construction, and equipping a 264 unit multifamily housing complex, located at 615 Northside Drive, Griffin, Georgia. *City Attorney Drew Whalen will address.*

19. Consider a lease agreement between the City of Griffin and Life Radio Ministries for Suite 504 in One Griffin Center in the initial annual rent amount of $22,771.40. *Staff Attorney, Kelsey Carden, will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for a Special Use Permit for a Place of Assembly for property located at 102: South Hill Street. *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Steve Trawick, is seeking approval of a Special Use Permit for a Place of Assembly at 1025 South Hill Street. This address is owned by the Kiwanis Club of Griffin Foundation, Inc and is the location of the Kiwanis Fairgrounds. This parcel is in the Institutional (INST) zoning district and is also within the Airport Overlay District (AOD). A Place of Assembly is only permitted in Institutional and the Airport Overlay District through the approval of a Special Use Permit.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (24-SUP-04) submitted by Steve Trawick to allow for a Special Use Permit for a Place of Assembly located at 1025 South Hill Street.

Since there was not a quorum for the Planning and Zoning Board meeting on Monday August 19, 2024, only staff recommendation is forwarded to the Board of Commissioners for review and consideration.

Article 303 F. - Quorum. Three present and voting members of the planning and zoning board shall constitute a quorum. A failure of the planning and zoning board to have a quorum present and voting or a voting decision resulting in a tie shall constitute the staff recommendation being forwarded to the board of commissioners for review and consideration.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 1025 S Hill St.pdf
1025 S Hill Street SU Staff Report.pdf

11029

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

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: 6-14-24 Application Number: 24-SUP-04

Applicant/Agent/Representatives Name: Steve Trawick

Address: 1025 South Hill Street

City: Griffin State: GA Zip: 30224

Telephone Number(s): 404-788-9403 Email: strawick@bellsouth.net

Project Name/ Description: Kiwanis Club of Griffin Foundation, Inc.

Address: 1025 South Hill Street

Parcel Number(s): 047A01003 Current Zoning: INST Parcel(s) Size: ±14.97 acres

FLUM/Character Area _____ Unified Development Code Section: _____

Property Owner Name: Kiwanis Club of Griffin Foundation, Inc.

Address: 1025 South Hill Street

City: Griffin State: GA Zip: 30224

Telephone Number(s): 404-788-9403 Email: strawick@bellsouth.net

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

William S. Trawick
Printed Name

6-10-2024
Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

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. *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.*

   The uses of the properties immediately adjacent to the subject property include the Griffin-Spalding County Airport and the National Guard Armory. The properties on the east side of South Hill Street across from the subject property are residential in nature (Hillandale Subdivision and Southridge Townhomes). The building has been in operation as the weekly meeting location for the Kiwanis Club of Griffin and as a banquet hall since construction was completed in 2010. Continued use of the facility for these purposes has not and will not be detrimental to the use of the adjacent properties and will not adversely affect the health, safety, or general welfare of citizens in the general neighborhood. Functions for the club and rental uses as a banquet hall are held inside the building and do not create loud noise or other nuisances which might disturb neighboring properties. In addition, the building was constructed while the property was owned by the City of Griffin, and ownership was transferred to the Griffin-Spalding County Airport Authority in late 2014. The proposed uses of the building were known to the City of Griffin when construction of the building was allowed, and the Griffin-Spalding Airport Authority had full knowledge of the ongoing use from the time it accepted ownership until the property was sold to the Kiwanis Club of Griffin Foundation, Inc. in 2020.

   The use of the open area of the property as a fairground has been in place for approximately 75 years (since 1948). The Kiwanis Club of Griffin Fair occurs annually over a period of nine days in late September/early October. Continued use of the property for this purpose will not negatively impact the adjacent properties. Use of the fairground for other purposes is vetted by the Kiwanis Club of Griffin to minimize noise or other nuisances which might disturb neighboring properties.

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.*

   This Request for Special Use is not a request for additional development of the subject property but for continued use of the property as it is currently developed. The property is currently of sufficient size to satisfy the space requirements for the existing uses.

3. *Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.*

   As discussed in Question 1, the adjacent property uses include the Griffin-Spalding County Airport and National Guard Armory. Other nearby uses include Spalding County's Airport Road Park, property owned and used by the Georgia Department of Transportation, and various commercial businesses. A residential subdivision and townhome development lie across South Hill Street from the subject property. Due to the normal use of the property as a civic club meeting location, banquet hall, and fairground, the proposed special use is a continuation of the well-established, consistent use of the property and is compatible with the other uses in the 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.*

   As discussed above, use of the building on the subject property as a civic club meeting place and banquet has been ongoing since 2010, and the Kiwanis Club of Griffin Fair has been held at this location since 1948. Regular uses of the building and property do not generate crowds of sufficient size to warrant a nuisance or hazard and do not adversely affect the public interest. Uses which generate larger crowds, such as the annual fair, are limited in duration and occur a minimal number of times throughout the year. Local law enforcement is involved in the fair and provides traffic control and security to promote the safety and well-being of attendees and the general public.

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.*

   If granted, this Request for Special Use will not allow a change in the use of the property but a continuation of the existing uses of the property which were established in 2010 for the building and in 1948 for the fairground. These uses were allowed by the Griffin-Spalding Airport Authority as the previous property owner until 2020, by the City of Griffin as the former property owner until 2014, and by Spalding County as the former property owner until 1988.

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.*

   Development of the property for its current uses as a civic club meeting location and banquet hall was allowed by the former property owner, the City of Griffin, with full knowledge of the intended uses. Development and permitting requirements imposed by the City of Griffin were satisfied, and the City allowed construction and occupation of the building for the intended uses. Development and use of the fairground and related parking areas on the subject property and adjacent property should be considered a currently existing use under Article 7, Paragraph 721 J of the ordinance.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

- Name and position of Government Official:

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

$300.00 6/22/23

Applicant Signature

William S. Trawick
Printed Name

6/10/2024
Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

OWNER'S AUTHORIZATION

This is to certify that: William S. Trawick 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: William S. Trawick

Property Owner Signature	Printed Name	Date
Legal Representative Signature	William S. Trawick Printed Name	6/10/2024 Date

Jason B. Graham
Notary Signature

Seal:

Commission Expiration Date:

Jason B Graham
NOTARY PUBLIC
Spalding County, GEORGIA
My Commission Expires 07/23/2024

eFiled & eRecorded
DATE: 1/3/2022
TIME: 12:30 PM
PLAT BOOK: 00027
PAGE: 00409
RECORDING FEES: $10.00
PARTICIPANT ID: 6176929952
CLERK: Debbie t. Brooks
Spalding County, GA

THE UTILITIES SHOWN ON THIS PLAT WERE TAKEN FROM INFORMATION AVAILABLE AT THE TIME OF THE SURVEY AND MAY OR MAY NOT BE ACCURATE AS TO THE EXTENT AND OR LOCATION OF SAID UTILITIES.

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

We have "Certification" of a point from "SES-JMD" and (if any) relative to professional corporation or land surveying business. We certify to O.C.G.A. 15-6-67(b) and (11), shall mean a duly-registered Georgia Land Surveyor and knowledge, belief, or opinion, and is not a guarantee or warranty, either expressed or implied.

This survey complies with rule 180-7 and of the Georgia Board of Examination for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, or that using a public roads bearings were used instead of astronomic, the requirements of law prevail.

REFERENCES & NOTES:

CURRENT OWNER:
KIWANIS CLUB OF GRIFFIN FOUNDATION INC

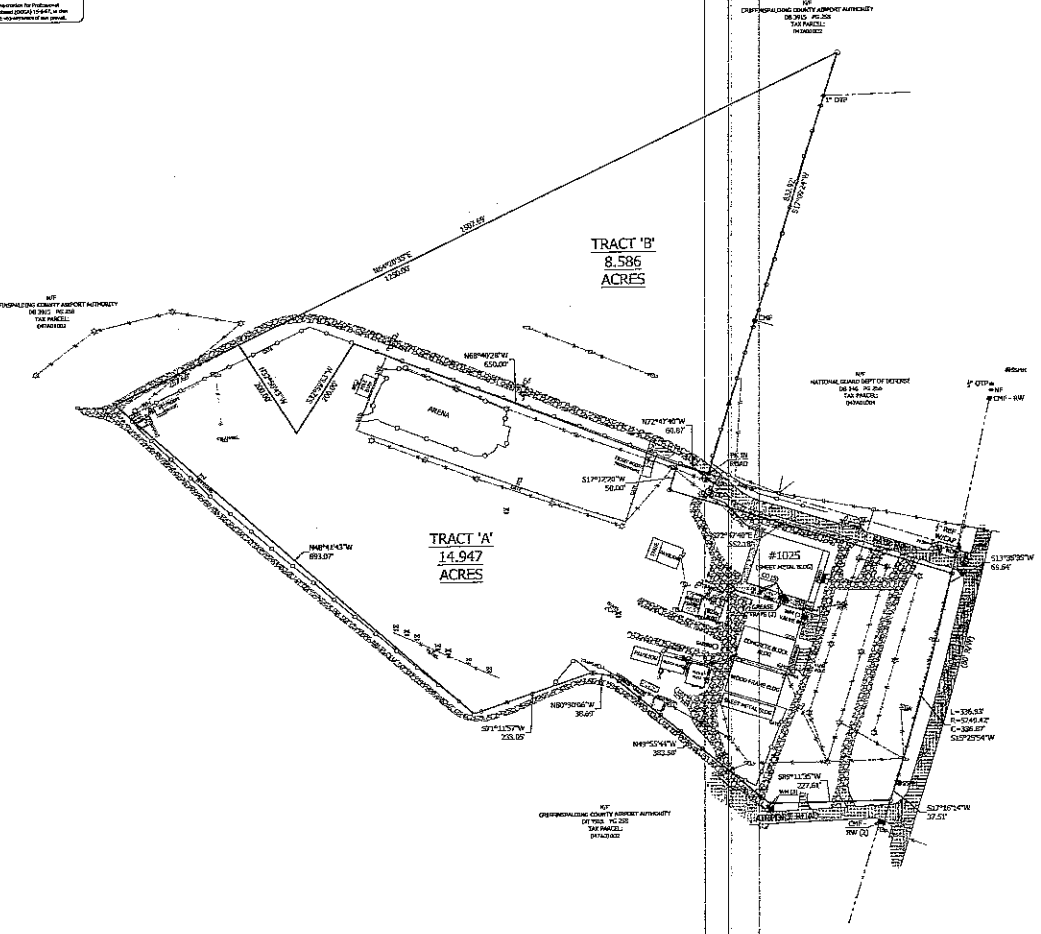
DEED:
DB 1262 PG 164

PARCEL ID:
047A01003 & 047A01003A

ZONED: INST (INSTITUTIONAL)

THIS PROPERTY IS NOT IN A SUBDIVISION.
THIS PROPERTY IS NOT IN A FLOOD PLAIN.
THIS PROPERTY IS NOT IN A WETLAND. (PER NATIONAL WETLANDS INVENTORY MAP)
THIS PROPERTY DOES NOT HAVE BODIES OF WATER ON THE PROPERTY.
THIS PROPERTY IS IN A WATERSHED AREA.

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A 100 YEAR FLOOD HAZARD AREA PER FEMA, FIRM MAP 13255C0195G, DATED 9/7/2018.



SYMBOL LEGEND

- IRON PIN FOUND
- 1/2" RUBAR SET
- CONCRETE MONUMENT FOUND
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- POND LINE
- CHAINLINK FENCE LINE
- WOOD FENCE LINE
- SANITARY SEWER LINE
- OVERHEAD POWER LINE
- PROPERTY LINE
- ADJACENT LOT LINE
- LAND LOT LINE
- ASPHALT AREA
- CONCRETE AREA
- GRAVEL AREA

City of Griffin

Department of Development Services

This is to certify that the property shown on this plat of survey:

Has been subdivided or consolidated meets current zoning regulations

In accordance with the Ordinances of the City of Griffin and constitutes a zoning lot for development purposes.

Date: 1-3-2022

Zoning Administrator

Tract B non-buildable

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Mark A. Buckner GARLS 2432 Date

PLAT CERTIFICATION:

The field data, completed on 4/28/21, upon which this plat is based has a closure precision of one foot in 57,883 feet and an angular error of 02" per angle point and was adjusted using Least angle adjustment. This plat has been calculated for closure and is found to be accurate within one foot in 2,051,709 feet.
The linear and angular measurements shown on this plat were obtained using a Geomax Robotic total station.

SES
ENGINEERING PLANNING SURVEYING

"THIS DRAWING IS THE PROPERTY OF SCANLON ENGINEERING SERVICES, INC. (SES) AND IS NOT TO BE USED ON ANY OTHER PROJECT OR EXTENSIONS TO THIS PROJECT OR ASSIGNED TO ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF SES. ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES. SUCH RIGHTS ARE EXPRESSLY RESERVED AND WILL BE ENFORCED TO THE FULLEST EXTENT OF THE LAW."

SCANLON ENGINEERING SERVICES, INC.
231 EAST ALDINE STREET
GRIFFIN, GEORGIA 30223
(770) 229-3323 www.scanlonengineering.net
GA LSF 000809

BOUNDARY / AS-BUILT SURVEY FOR
KIWANIS CLUB OF GRIFFIN FOUNDATION INC
LOCATED IN LAND LOT 141 OF THE 2nd DISTRICT, CITY OF GRIFFIN
ORIGINALLY HOWE, NOW SPALDING COUNTY, GEORGIA

No.	Description	Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

GEORGIA REGISTERED LAND SURVEYOR
MARK A. BUCKNER
No. 2432

BOUNDARY / AS-BUILT SURVEY

Reviewed by:	Drawn by:
MAB	JWS
Project #:	Date:
5210402245	10/11/2021

SHEET TITLE
390D

SHEET # 01 OF 01

E:\Engineering\Active Surveys\2021\5210402245 - 111 Hills - Kiwanis\Dwg\5210402245 - 111 Hills - Kiwanis.dwg, 10/28/2021 11:11:03 AM, jwilson

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67. In the event a conflict exists between these two sets of specifications, the requirements of law prevail.

REFERENCES & NOTES

CURRENT OWNER:
KIWANIS CLUB OF GRIFFIN FOUNDATION INC

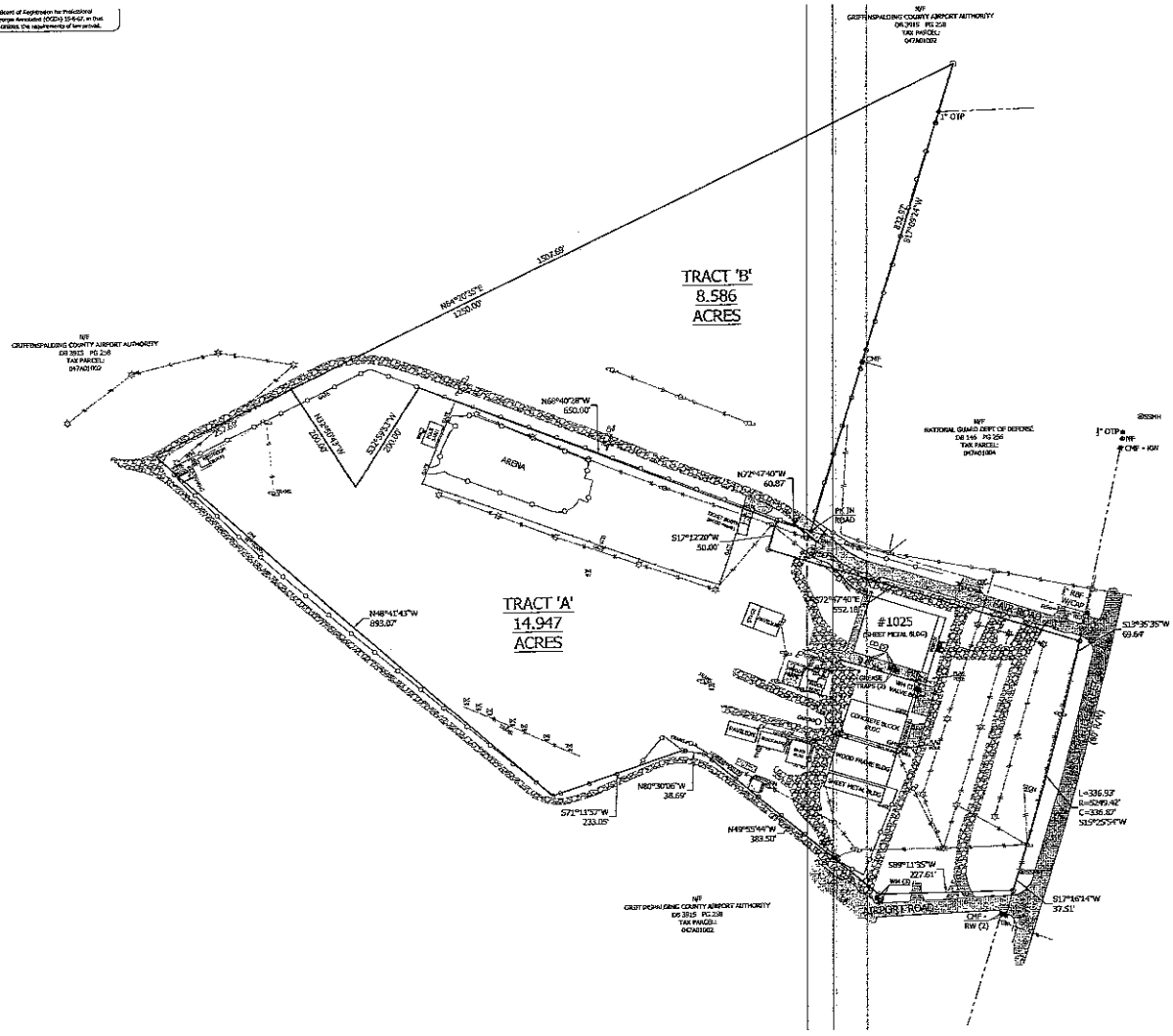
DEEDS:
DB 4562 PG 164

PARCEL IDs:
047A01063 & 047A01063A

ZONED: INST (INSTITUTIONAL)

THIS PROPERTY IS NOT IN A SUBDIVISION.
THIS PROPERTY IS NOT IN A FLOOD PLAIN.
THIS PROPERTY IS NOT IN A WETLAND. (PER NATIONAL WETLANDS INVENTORY MAP)
THIS PROPERTY DOES NOT HAVE BODIES OF WATER ON THE PROPERTY.
THIS PROPERTY IS IN A WATERSHED AREA.

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A 100 YEAR FLOOD HAZARD AREA PER FEMA, FIRM MAP 13255C0185D, DATED 5/3/2010.



WOOD FENCE LINE
SANITARY SEWER LINE
OVERHEAD POWER LINE
PROPERTY LINE
ADJACENT LOT LINE
LAND LOT LINE
ASPHALT AREA
CONCRETE AREA
GRAVEL AREA

Griffin

Department of Development Services

This is to certify that the property shown on this plat of survey:

has been subdivided or consolidated meets current zoning regulations

In accordance with the Ordinances of the City of Griffin and constitutes a zoning lot for development purposes.

Date: 1-3-2022

Zoning Administrator

Tract B non-buildable

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Mark A. Bozeman GA RLS 2422 Date

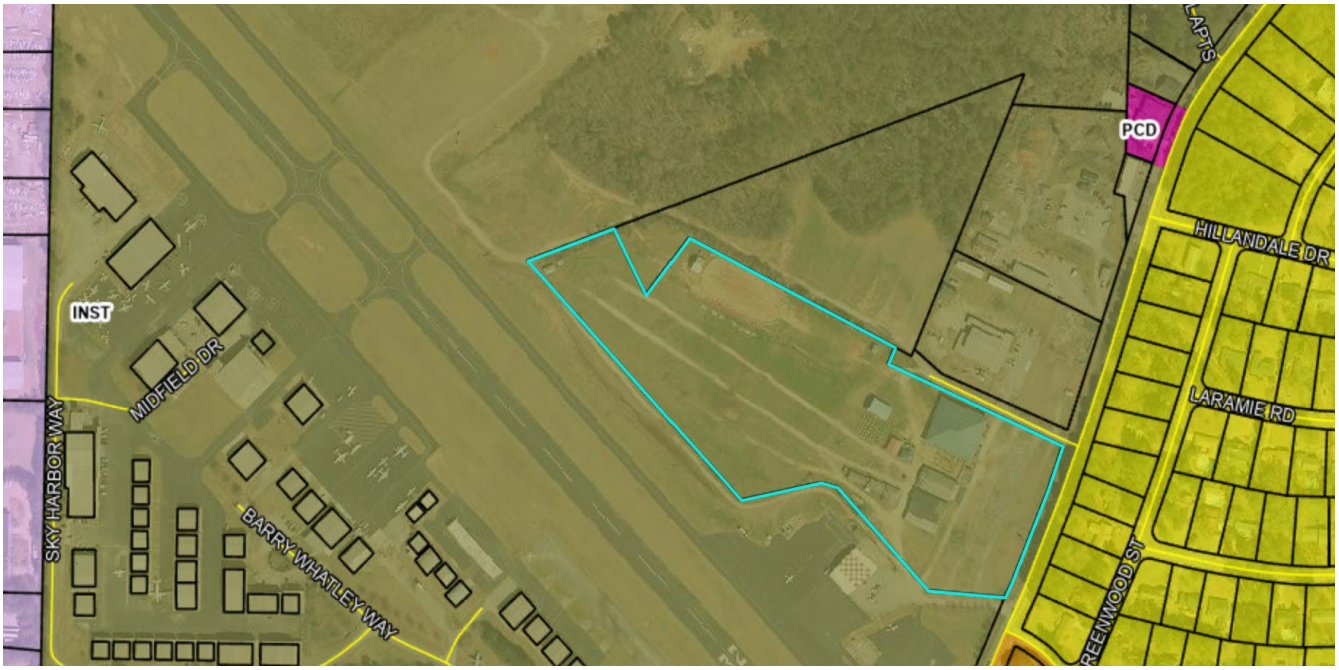
Permit #: 11027
Permit Type:
Address: 1025 S HILL ST
City:
State:
Zip: 30224
Owner: KIWANIS FAIR ASSOCIATION INC
Owner Address: 1025 S. HILL STREET
Owner City: GRIFFIN
Owner State: GA
Owner Zip: 30224
Owner Phone:
Owner Email:
Receipt #: 11325
Date: 06/20/2024
Paid By:
Description:
Payment Type: Check
Payment Type Description: 2859
Accepted By: Tracie Pryor

Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Commercial - Special Use	Zoning - Land Use Permit		0.00	350.00	350.00
				Total:	**$350.00**

1025 South Hill Street
Special Use Permit Request
File No. 24-SUP-04

Applicant: Steve Trawick
Owner: Kiwanis Club of Griffin Foundation, Inc



Land Use Classification	Commercial
Current Zoning	Institutional / Airport Overlay
Proposed Use	Commercial – Place of Assembly
Parcel Size	14.97 +/- Acres
Tax Map, Block and Lot No.	047A01003
Planning and Zoning Board	Abuhl Hughs District 4
City Commission	Charles Wright District 4
Citizen Notification	Legal notice was run in the July 27, 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 August 12, 2024

Proposal:

The applicant, Steve Trawick, is seeking approval of a Special Use Permit for a Place of Assembly at 1025 South Hill Street. This address is owned by the Kiwanis Club of Griffin Foundation, Inc and is the location of the Kiwanis Fairgrounds. This parcel is in the Institutional (INST) zoning district and is also within the Airport Overlay District (AOD). A Place of Assembly is only permitted in Institutional and the Airport Overlay District through the approval of a Special Use Permit.



Zoning Ordinance Sections applicable to this Application:

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

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 716	Institutional

Article 406 Special Uses:

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

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

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

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

   FINDINGS: This use will not adversely affect existing property and uses. The property is just under fifteen acres. On the property, the building and fairgrounds are located over 200 feet from Hill Street. The property also meets the requirement of a special use as the lot is over two acres and has over 200 feet of street frontage.

   There is adequate parking for the use as almost 2 ½ of the 15 acres is reserved for parking. There are two driveways to provide ingress/egress onto South Hill St. Citizens will be able to safely enter and exit the parking lot.

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 Place of Assembly is compatible with the adjacent properties and land uses within the area. The uses of the properties immediately adjacent to the subject property include the Griffin-Spalding County Airport and the National Guard Armory. Both of these properties are also within the Institutional District and the Airport Overlay District.

   The building has been in operation as the weekly meeting location for the Kiwanis Club of Griffin and as a banquet hall since construction was completed in 2010. The open area on the property is used as a fairground. The Kiwanis Club of Griffin hosts the fair annually. The fair lasts nine days and will be in Griffin in late September or early October. Use of the fairgrounds for other purposes is vetted by the Kiwanis Club of Griffin to minimize noise or other nuisances which might disturb neighboring properties.

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. There is adequate parking and all parking is off-street. Emergency vehicles will have easy access to the location and building should anyone 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 Place of Assembly is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code. The property is larger than 2 acres and there is more than 200 feet of street frontage.

Planning Staff's Comments:

The applicant, Steve Trawick, is seeking approval of a Special Use Permit for a Place of Assembly at 1025 South Hill Street. This address is owned by the Kiwanis Club of Griffin Foundation, Inc and is the location of the Kiwanis Fairgrounds. This parcel is in the Institutional (INST) zoning district and is also within the Airport Overlay District (AOD). A Place of Assembly is only permitted in Institutional and the Airport Overlay District through the approval of a Special Use Permit.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-04) submitted by Steve Trawick to allow for a Special Use Permit for a Place of Assembly located at 1025 South Hill Street.

Submitted by:
Michelle Haynes, Director
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for variance from the minimum lot size, minimum setbacks, and minimum heated floor area per dwelling unit requirements for the lot combination of 162 and 164 Melton Street. *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Brian Wesley, is requesting a variance for Article 706 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling. Mr. Wesley would like to combine 162 and 164 Melton Street to create a larger lot and then plans to build a 1650 square foot house. Currently, 162 Melton St. is approximately .14 +/- acres and 164 Melton St. is approximately .21 +/- acres. The new parcel will be a 0.36 +/- acre tract of land. The proposed parcel and house do not meet the following minimum requirements: lot size, setbacks, and heated floor area per dwelling unit for the Low-Density Residential B zoning district. A variance is required to create the new parcel and to build a house less than 1800 heated square feet.

STAFF RECOMMENDATION:

Planning & Development staff recommends APPROVAL of the variance request (24–VAR-02) from the minimum lot size, minimum setbacks, and the minimum heated floor area per dwelling unit requirements for the lot combination of 162 & 164 Melton Street submitted by Brian Wesley.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 162 & 164 Melton St.pdf
162 & 164 Melton St. VAR Staff Report.pdf

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02 (A)

Instructions for Applicant:

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

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

Variance Application Submission Requirements:

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

CITY ACTIONS:

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

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

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02 (A)

Applicant/Agent/Representatives Name: Brian Wesley. Meredith Homes Inc

Address: PO Box 5709

City: Forsyth State: GA Zip: 31029

Telephone Number(s): 7067269994 Email: Brian@meredithhomesinc.com

Project Name/ Description: 162 and 164 Melton St - lot combination

Address: Melton St Griffin GA 30223

Parcel Number(s): 01GA01001 01GA01002 Current Zoning: LDRD Parcel(s) Size: 0.360 acres total (15,710 sf)

lot melton is 0.21 acres

UDC Section to be Varied 162 melton is 0.14 acres

Property Owner Name: Equity Trust Company Custodian FBO Sarah Christine Mehring IRA

Address: 403 Blackburn Ln

City: Peachtree City State: GA Zip: 30269

Telephone Number(s): 6783003752 Email: christy@thercalestatejungle.com

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

Sarah C Mehring 4/26/24

Applicant Signature Printed Name Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02 (A)

Project Name/ Description: 1162/1164 Lot Combination
Address: Melron ST Griffin GA 30223
Parcel Number(s): 019A01001 Current Zoning: LDRB Parcel(s) Size: Combined .360 acres.
019A01002

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

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

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

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02 (A)

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

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

This application is for a lot combination of 162 and 164 Melton St - variance request for both a change in setbacks, minimum lot area and the required square footage of a Single Family Residence.
It is not feasible to put a house as far back as the current zoning ordinance suggests- the home would not keep in line with surrounding homes. As far as 1800 square feet for a new dwelling unit- the home would be too large to fit on the lots combined, much less individually. The average square footage of homes within 400' on both Dewey and Melton Street is 1041 sf, and predominantly one story. These lots are too small to build a single home on each with the current zoning ordinance, and deliver a home that is in-line with what buyers are willing to pay for this in-fill area. We would like to build 1 home with the 2 lots combined. The heated square footage is 1300 and it is a one story with a single car garage. The lot size proposed is 0.360 acres (15,710 sf). There is no other land adjoining these properties that is vacant- so no more land to add on. Granting these variance requests to encourage residential infill to foster construction on undeveloped/non-conforming lots would bring in additional tax dollars to Griffin rather than these 2 pieces of land remaining vacant.

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24- VAR- 02 (A)

OWNER'S AUTHORIZATION

This is to certify that: Sarah C Mehring 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: Brian Wesley

Property Owner Signature	Printed Name	Date
	Equity Trust Company Custodian FBO Sarah C Mehring IRA	6/6/24
N/A		
Legal Representative Signature	Printed Name	Date

Notary Signature

Seal

TRACIE PRYOR
NOTARY PUBLIC
PIKE COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 08, 2027

Commission Expiration Date: June 8, 2027

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02-(A)

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

Sarah Carlning 4/26/24

Printed Name Date

RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

GP = GUIDE POLE
PP = POWER POLE
POB = POINT OF BEGINNING
D.B. = DEED BOOK
P.B. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
EX. = EXISTING
R/W = RIGHT OF WAY
CTP = CRIMP TOP PIPE
OTP = OPEN TOP PIPE
IPS = IRON PIN SET (#4 REBAR)
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE

WOODEN POWER POLE
EX. OVERHEAD POWER LINES
EX. FENCE
EX. WATER METER
EX. WATER VALVE
EX. BUILDING
EX. ASPHALT
EX. CONCRETE

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 45,037 FEET AND AN ANGULAR ERROR OF 0.02" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

EQUIPMENT USED: GEOMAX ZOOM 95 ROBOTIC
SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION; AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

FLOOD STATEMENT
AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A. THIS PROPERTY IS NOT LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA AS PER COMMUNITY PANEL NUMBER 13255C0090E DATED: JUNE 7, 2017

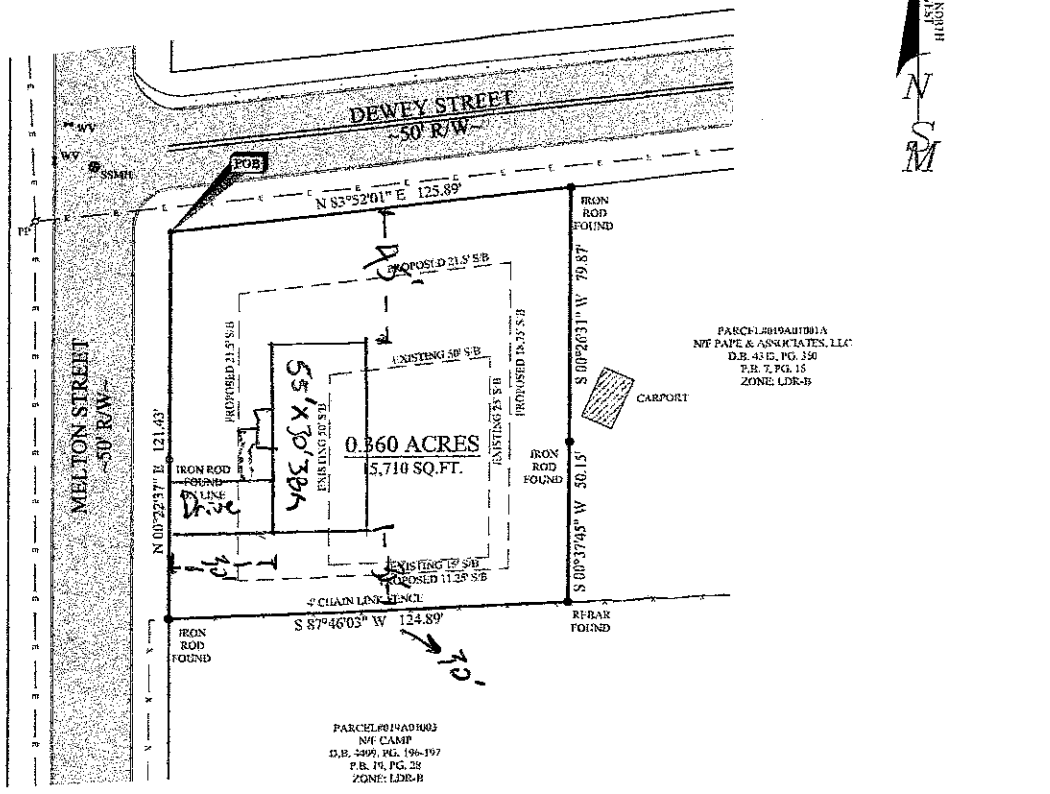
SURVEYORS CERTIFICATION:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certification, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L. MILLER

T. L. Miller 03-15-2024

Tim L. Miller GA. R.L.S. # 3150 Date:



SURVEY ORDERED BY: CHRISTY MEHRING
FIELDWORK COMPLETED ON: 03-11-2024
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

GENERAL NOTES:

PARCEL: 019A01002
ADDRESS: 162 MELTON STREET
GRIFFIN, GA. 30223

REFERENCES: D.B. 5211, PG. 342-344
FILED/RECORDED: MARCH 4, 2024
P.B. 7, PG. 15
FILED/RECORDED: MARCH 26, 1965

PARCEL: 019A01001
ADDRESS: 164 MELTON STREET
GRIFFIN, GA. 30223

REFERENCES: D.B. 5211, PG. 341-342
FILED/RECORDED: MARCH 4, 2024
P.B. 7, PG. 15
FILED/RECORDED: MARCH 26, 1965
P.B. 7, PG. 461
FILED/RECORDED: JULY 9, 1968

AREA: 0.360 ACRES/ 15,710 SQ. FT

ZONED: LDR-B
MINIMUM LOT AREA= 21,780 SQ. FT.
MINIMUM HEATED FLOOR AREA=1,800 SQ. FT. (PROPOSED 1,841 SQ. FT.)
MINIMUM LOT WIDTH: 80'
MAXIMUM LOT COVERGE BY IMPERVIOUS SURFACE: 35%
FRONT SETBACK: 50' (PROPOSED 21.5')
REAR SETBACK:25' (PROPOSED 18.75')
SIDE SETBACK: 15' (PROPOSED 11.25')

SEWER AND WATER AS PER SPALDING COUNTY

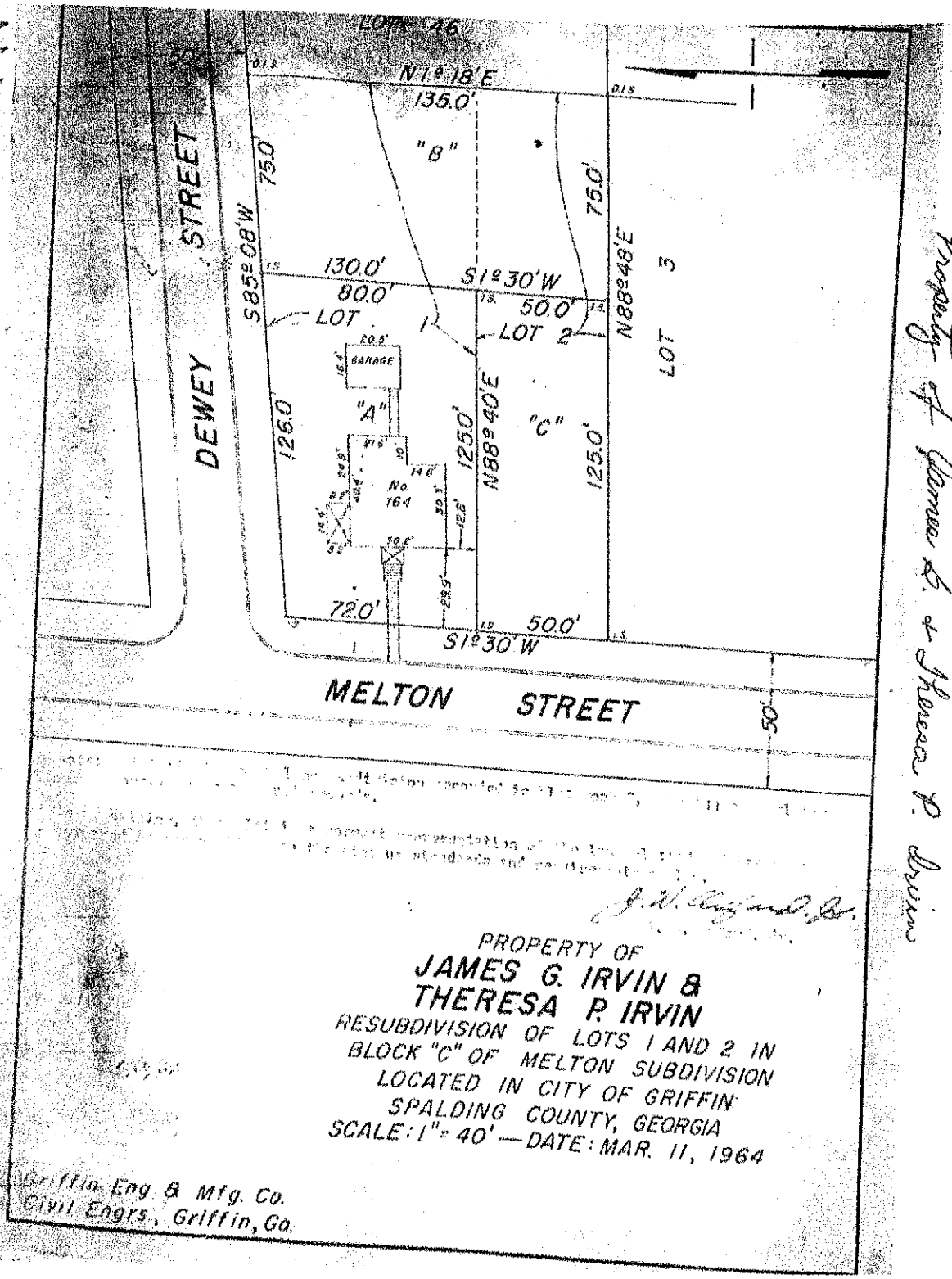
SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www."sibleysurveying.com"

*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY COMBINATION SURVEY FOR:

EQUITY TRUST COMPANY
CUSTODIAN FBO SARAH CHRISTINE MEHRING IRA
162 AND 164 MELTON STREET
MELTON SUBDIVISON BLOCK "C"
0.360 ACRES
LAND LOT 177, 2nd. DISTRICT
CITY OF GRIFFIN
SPALDING COUNTY, GEORGIA

PROJECT #:	B24013
	COMBINATION SURVEY
DRAWN BY:	PWF
CHECKED BY:	TLM/KB
SCALE:	1" = 30'
DATE:	03/15/2024
SHEET:	1 OF 1

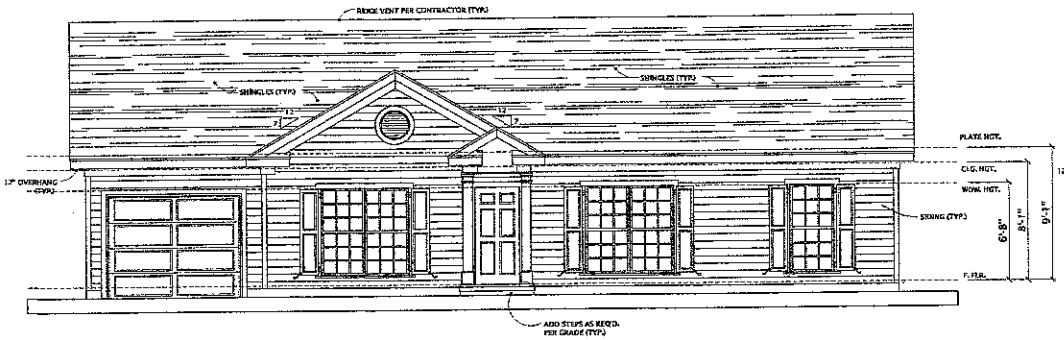


Property of James G. & Theresa P. Irvin

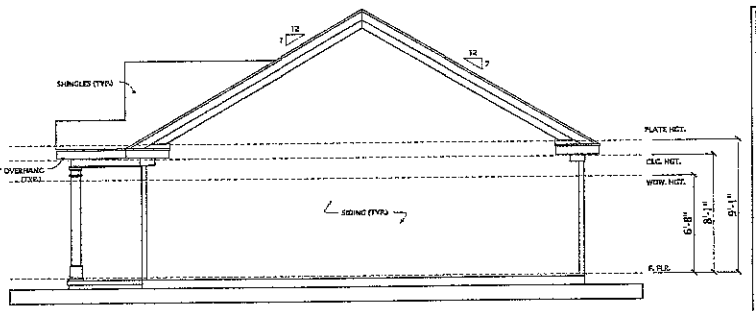
Filed March 21, 1964

F. P. Lindsey, C. S.

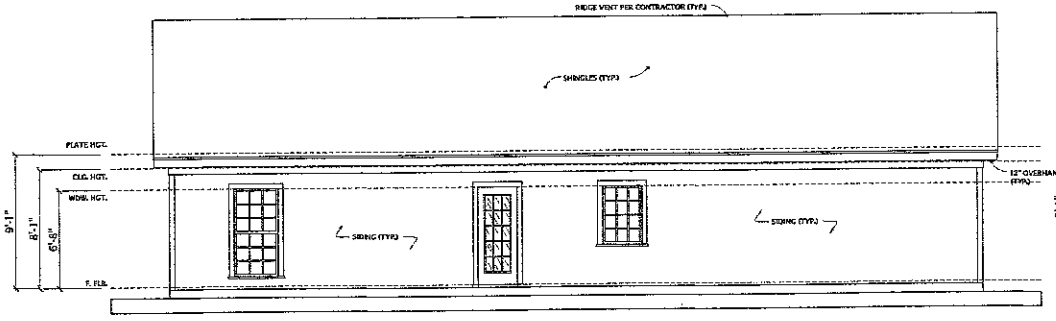
GRAPHIC SCALE 1/4" = 1'-0"



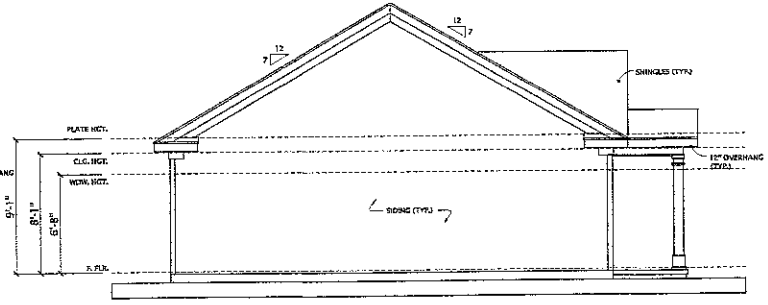
FRONT ELEVATION
SCALE 1/4" = 1'-0"



RIGHT ELEVATION
SCALE 1/4" = 1'-0"



REAR ELEVATION
SCALE 1/4" = 1'-0"



LEFT ELEVATION
SCALE 1/4" = 1'-0"

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

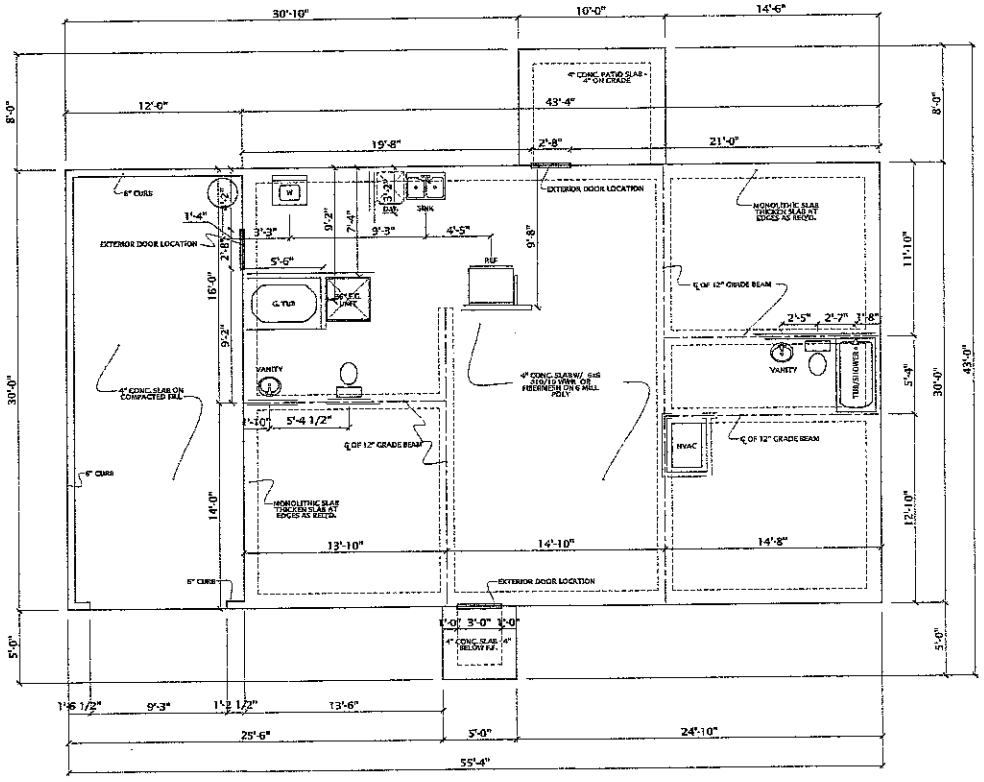
NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

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HOUSE PLANS INC.
CRAIG G. PEEL
P.O. BOX 267 EVANS, GEORGIA 30809 (706) 650-8283 www.craigpeel.com

MEREDITH HOMES

DATE/DATE: JANUARY 29, 2024
DESIGNED BY: CGP
DRAWN BY: WJW
SHEET TITLE: ELEVATIONS
PROJECT NUMBER: 1300
SHEET NUMBER: 1 OF 5



FOUNDATION PLAN

SCALE 1/4" = 1'-0"

GRAPHIC SCALE 1/4" = 1'-0"

FOUNDATION LEGEND

- SLAB STEP
- EXTERIOR DOOR LOCATION
- 12" GRADE BEAM
- VANITY
- TOILET
- TUB/SHOWER
- DISH WASHER
- KITCHEN SINK
- REF
- RANGE
- WASHER
- MONOLITHIC SLAB

NOTES:
1. DIMENSIONS TO OUTSIDE OF FOUNDATION.
2. CONTRACTOR TO FIELD DETERMINE FTG. SIZE. (WIDTH & DEPTH) DEPENDING ON SOIL CONDITIONS AND ALL BUILDING CODES.
3. IF TRUSSING ROOF GRADE BEAMS TO BE PLACE PER MANUFACTURE'S REQUIREMENTS.
4. CONTRACTOR TO ADD BRICK/STONE PER ELEVATIONS. ADJUSTMENTS TO BE MADE IN THE FIELD.

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

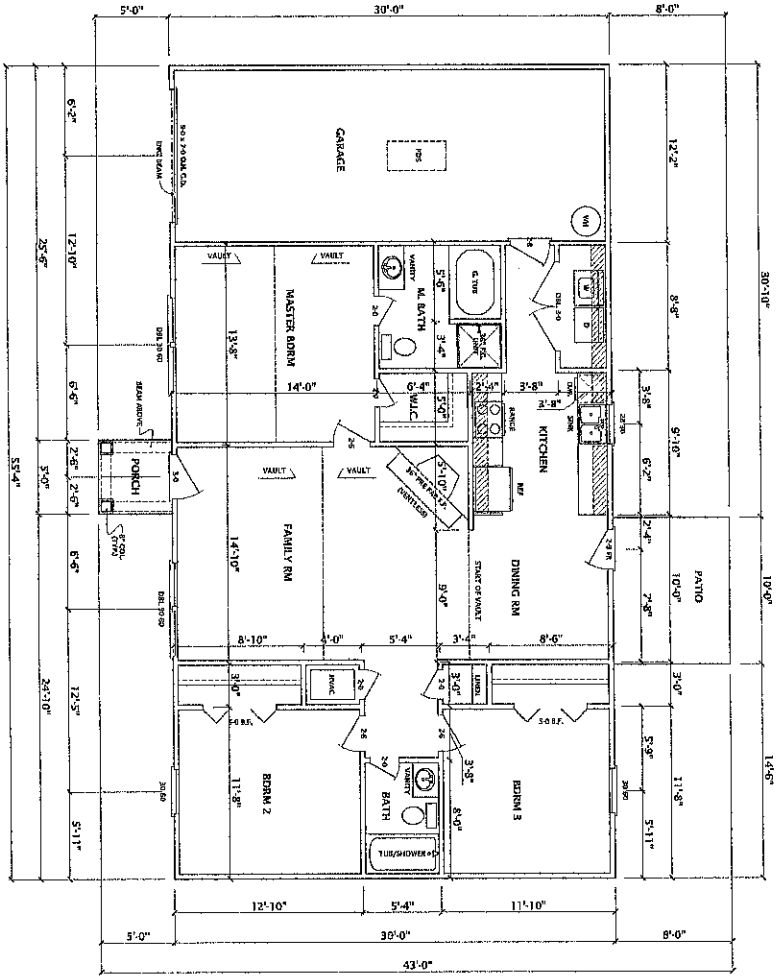
NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

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HOUSE PLANS, INC.
CRAIG G. PEEL
P.O. BOX 269 EVANS, GEORGIA 30809 (706) 650-8283 www.craigpeel.com

MEREDITH HOMES

DATE PLOTTED: JANUARY 29, 2024
DESIGNED BY: CGP
DRAWN BY: WJW
SHEET TITLE: FOUNDATION
PROJECT NUMBER: 1300
SHEET NUMBER: 2 OF 5



FLOOR PLAN

SCALE 1/4" = 1'-0"

ESTIMATED SQUARE FOOTAGE	
FLOOR HTD.	1300 SQ. FT.
FRONT PORCH/STOOP	25 SQ. FT.
PATIO	88 SQ. FT.
GARAGE	360 SQ. FT.
TOTAL	1765 SQ. FT.

GRAPHIC SCALE 1/4" = 1'-0"

DATE:	JANUARY 29, 2024
DRAWN BY:	CGP
SCALE:	1/4" = 1'-0"
DRAWING:	FLOOR PLAN
PLAN NO.	1300
VERSION	3 OF 5

MEREDITH HOMES

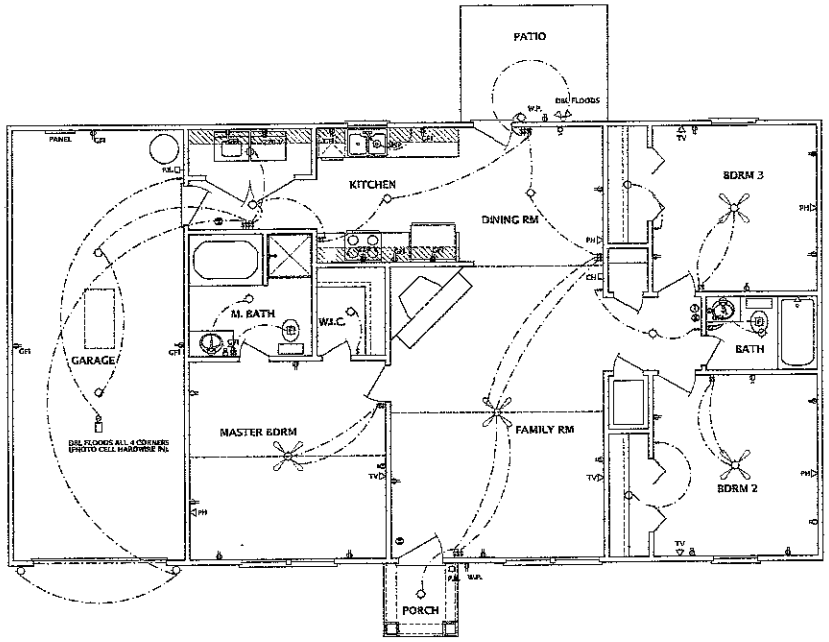
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DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX



ELECTRICAL PLAN

SCALE 1/4" = 1'-0"

GRAPHIC SCALE 1/4" = 1'-0"

ELECTRICAL LEGEND	
CEILING FAN W/ LIGHT (PROVIDE ADEQUATE SUPPORT)	
CEILING FAN (PROVIDE ADEQUATE SUPPORT)	
WALL & CLG MOUNT LIGHT	
RECESSED LIGHT	
EXHAUST FAN W/ LIGHT	
EXHAUST FAN	
GARAGE DOOR OPENER	
SMOKE DETECTOR	
GARBAGE DISP.	GDP.
DUPLEX OUTLET	
WP DUPLEX OUTLET	W.P./GFI
GROUND-FAULT DUPLEX OUTLE	GFI
220 VOLT OUTLET	220 V
ELECTRICAL PANEL	PANEL
TELEPHONE OUTLET	PH
CABLE TV OUTLET	TV
LIGHT SWITCH	
PUSH BUTTON FOR DOOR CHIME	P.B.
DOOR CHIME	CH
THERMOSTAT	
DOUBLE FLOOD LIGHT	

NOTE:

1. ALL ELECTRICAL TO BE PLACED PER CODES. CONTRACTOR TO MAKE ADJUSMENTS IN THE FIELD AS REQ'D.
2. OUTLETS TO BE PER CODE AND PER CONTRACTOR'S SCORE OF WORK. OUTLETS AS SHOWN ARE REQUIRED LOCATIONS.

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

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HOUSE PLANS, INC.
CRAIG G. PEEL
P.O. BOX 267 EVANS, GEORGIA 30809 (706) 650-8283 www.craigpeel.com

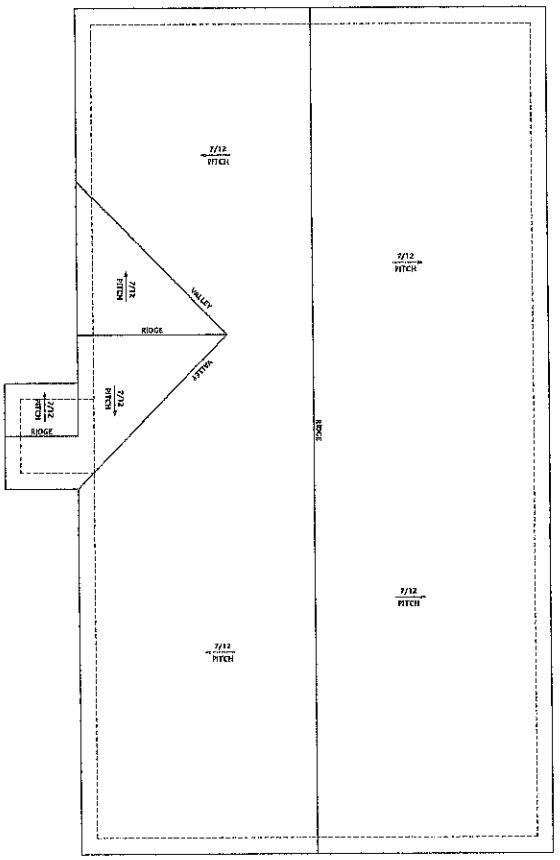
MEREDITH HOMES

DATE/NOTES: 1/29/24

DESIGNED BY: CGP DRAWN BY: WJW

SHEET TITLE: ELECTRICAL PLAN

PROJECT NUMBER: 1300 SHEET NUMBER: 4 OF 5



ROOF PLAN
SCALE 1/4" = 1'-0"

GRAPHIC SCALE 1/4" = 1'-0"

DRAWING DATE	JANUARY 29, 2024
DRAWN BY	WTW
SHEET TITLE	ROOF PLAN
SHEET NUMBER	S OF5
JOB NUMBER	1300

CUSTOMER OR BUILDER:

MEREDITH HOMES

HOUSE PLANS INC.
CRAIG G. PEEL
P.O. BOX 267 EVANS, GEORGIA 30809 (706) 650-8283 www.craigpeel.com

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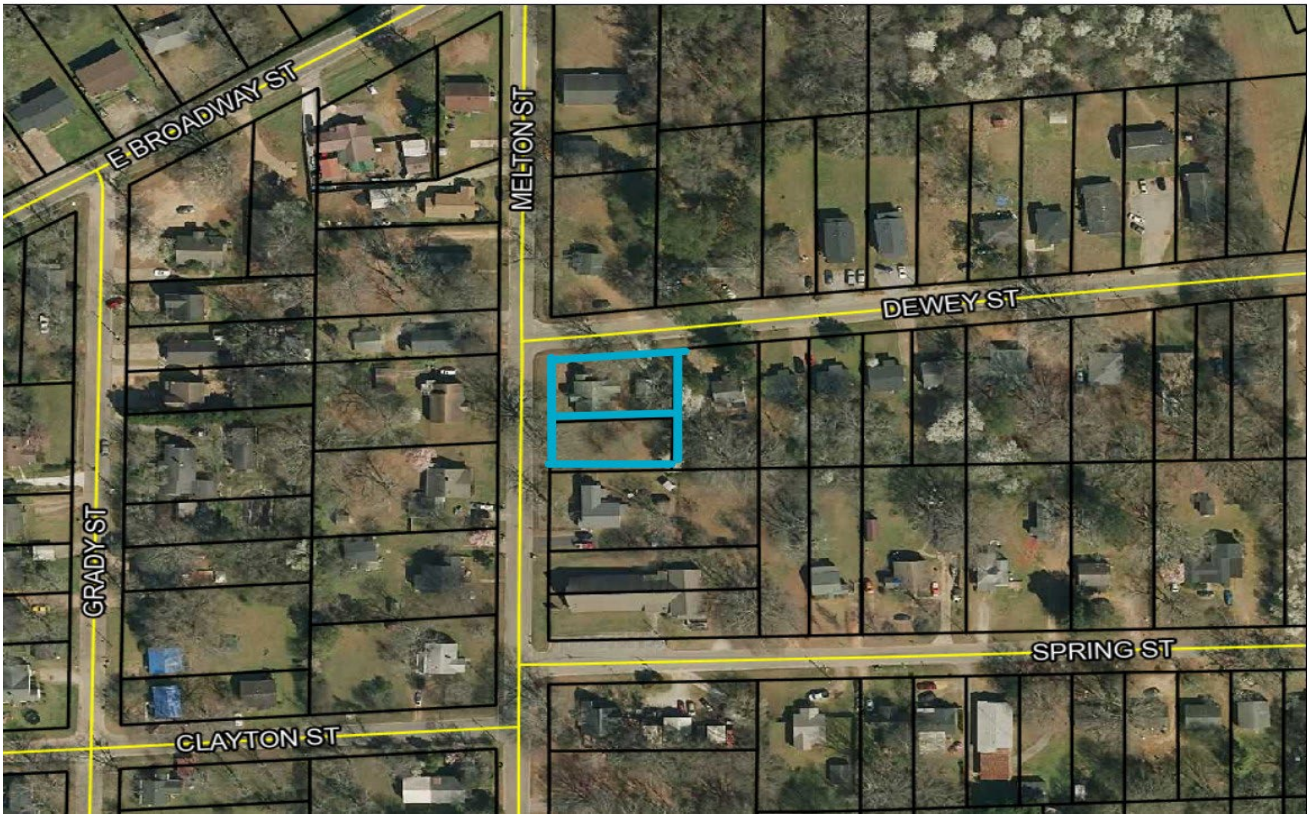
DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

Variance
162 & 164 Melton Street
Project No. 24-VAR-02

Applicant: Brian Wesley
Owner: Equity Trust Company Custodian FBO Sarah Christine Mehring IRA



Current Land Use Classification	Residential
Current Zoning	Low Density Residential B, LDR-B
Proposed Variance	Minimum lot size, minimum setbacks, and minimum heated floor area per dwelling unit requirements
Parcel Size	0.36 +/-
Map, Block & Lot Number	019A01002 and 019A01001
City Commission	August 27, 2024
District Commissioner Member	Rose Curtis
Citizen Notification	Legal Notice was run in the July 27, 2024 edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on July 25, 2024.

Proposal/Site Location:
The applicant, Brian Wesley, is requesting a variance for Article 706 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling. Mr. Wesley would like to combine 162 and 164 Melton Street to create a larger lot and then plans to build a 1650 square foot house. Currently, 162 Melton St. is approximately .14 +/- acres and 164 Melton St. is approximately .21 +/- acres. The new parcel will be a 0.36 +/- acre tract of land. The proposed parcel and house do not meet the following minimum requirements: lot size, setbacks, and heated floor area per dwelling unit for the Low-Density Residential B zoning district. A variance is required to create the new parcel and to build a house less than 1800 heated square feet.





Zoning Ordinance Sections applicable to this Application:
The following sections of the Unified Development Code apply to this variance request:

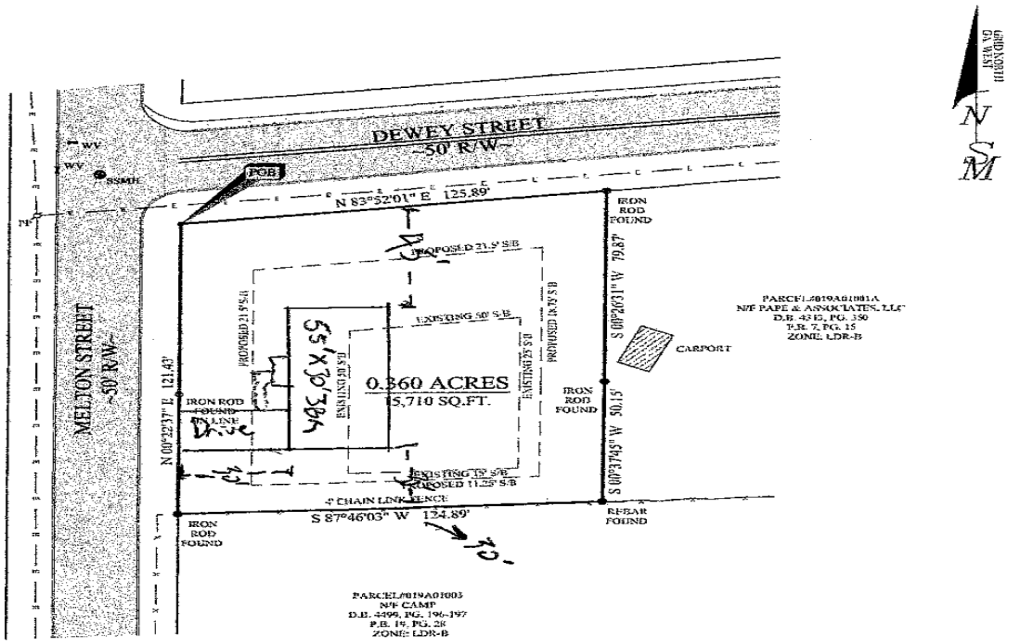
Article 410	Variance
Article 505	Nonconforming Uses and Structures
Article 706	Low Density Residential B (LDR-B)

Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**
   There are extraordinary and exceptional conditions pertaining to these particular properties as it relates to the size of each lot. Currently, 162 and 164 Melton St are legal nonconforming lots as both are smaller than the minimum lot size of .50 acres or one-half acre. Even though the new lot will not be conforming due to the size of the lot, the lot will be consistent with other lot

sizes in the area. The majority of the surrounding parcels are .40 +/- acres. The proposed lot will be .36 +/- acres.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
The application of Low-Density Residential B physical requirements would create a practical difficulty or unnecessary hardship with regards to the size of the proposed parcel. When a new lot is created, either by combination or division of the land, the newly formed lot(s) must meet the current zoning standards. To meet the minimum lot size requirement in LDR-B, a new lot must be at least 1/2 or .50 acres. Another minimum lot standard in LDR-B is the setback requirement. According to the site plan for the new house, the rear and side setbacks will be met. The front yard setback is the issue. The proposed parcel will be a corner lot; therefore, there are two front yard setbacks. The front yard setback for LDR-B is 50 feet. The new proposed front yard setback on Melton St is 30ft. and on Dewey St. is 45 ft.



House size is the other reason for the variance. A new house in LDR-B should have at least 1800 square feet of heated floor area for a single story house. The proposed house will be 1300 heated square feet and will have a single car garage for a total footprint of 1650 square feet. This is actually larger than many of the houses on Melton St and on Dewey St.

3. **Such conditions are peculiar to the piece of property involved.**
Such conditions are peculiar to the properties involved. Per infill regulations, the owner of 162 Melton St is permitted to place a house on the .14 acres. The house would be quite small and most, if not all, of the setbacks would need to be reduced. As for 164 Melton St, this parcel does not qualify for infill as there previously was a house on this lot. The house at this address was demolished in 2022 as part of the Nuisance Abatement Program. The size of this parcel is .21 acres and does not meet current zoning requirements. The parcel would be required to remain a vacant lot. The owner would like to combine the two lots so the new lot is closer in size to the other parcels in this area.

Planning Staff is aware of other properties within the LDR-B zoning district with similar issues as the proposed property. Within Griffin, many lots are platted below the LDR-B required one-half of an acre, since many were platted prior to the adoption of the current zoning in the City of Griffin. By combining the lots, the new lot will be consistent with the majority of the parcels in the area.

4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no Variance may be granted for a use of land or building or structure that is prohibited by this Ordinance.**
   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties. It is the intent of the Unified Development Code (UDC), Article 505, to eliminate non-conforming lots and structures when at all possible. Although the combination of the lots does not meet the requirements of a new lot in the Low-Density Residential B, the creation of a larger lot does come closer to meeting the physical requirements of the zoning district.

5. **A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed.**
   The literal interpretation of this ordinance would deprive the applicant of rights that others in the same district are allowed. Many properties within the LDR-B zoning district in this geographic area of the city are platted as legal non-conforming lots according to the current requirements of the UDC.

Planning & Development Department Review:

The applicant, Brian Wesley, is requesting a variance for Article 706 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling. Mr. Wesley would like to combine 162 and 164 Melton Street to create a larger lot and then plans to build a 1650 sqft house. Currently, 162 Melton St. is approximately .14 +/- acres and 164 Melton is approximately .21 +/- acres. The new parcel will be a 0.36 +/- acre tract of land. The proposed parcel and house do not meet the following minimum requirements: lot size, setbacks, and heated floor area per dwelling unit for the Low-Density Residential B zoning district. A variance is required to create the new parcel and to build a house less than 1800 heated square feet.

Planning Staff Recommendation:

Planning & Development staff recommends **APPROVAL** of the variance request (24–VAR-02) from the minimum lot size, minimum setbacks, and the minimum heated floor area per dwelling unit requirements for the lot combination of 162 & 164 Melton Street submitted by Brian Wesley.

Submitted by:

Michelle Haynes, Director
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of two 300 KVA 3-phase pad mount transformers in the amount of $45,950.00 from Gresco Utility Supply, Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

One of the transformers is for a project at UGA and the other is for electric inventory.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

2- 300 KVA 3-phase pad mount transformers: $22,975 each- totaling: $45,950.00
Total $ 45,950.00 budgeted in FY25 budget

Submitted By:
Jennifer Freeman

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO-Gresco-3-Phase Transformers-BOC 8-27-24.pdf
Quote-Gresco 3 phase transformers-BOC 8-27-24.pdf
2024-08-16_Ermco_Sole_Source_Gresco-BOC_8-27-24.pdf

Griffin

City of Griffin, Georgia SH 8/9/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/6/24

FY25 Purchase Order No. _____

Bid/Quote No. 10244573-00

Vendor No. # 1551

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

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

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

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

ATTN: Rusty Spear
Phone: 770-229-6406 Fax: 678-692-0401

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
300 KV 120/208 &200v 3 Phase Transformers	510 - 0000 - 11 - 3603 - 0000	2	EA	22,975.000	45,950.00
0300KVA3PDV208-E	- - - -				
Our P/N 23-008	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

COMMENTS: Sole Source
1 For Stock -1 For UGA Project

Totals: $ $ 45,950.00

FY25 Purchase Order

COG USE ONLY

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

COG USE ONLY VAR 8/1-31-24

Dept / Requestor / Date: 8/7/24
Purchasing / Date: Deborah M Gilbert 8 12 24
Department Mgr / Date
Finance Director / Date

Copy emailed to Supplier
Supplier Notified

City Manager / Date
BOARD / Date

GRESCO

Quote

Entered Date	Taken By	Customer #	Order #
8/5/24	lzec	1595	10244573-00
	Expiration Date	**PO #**	**Page #**
	10/4/24	rfq	1

Bill To
CITY OF GRIFFIN ELECTRIC DEPT
PO BOX T

GRIFFIN, GA 30224-0046

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

Remit To
Gresco Utility Supply, Inc.
PO Box 932916

Atlanta, GA 31193-2916

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

Instructions

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

Notes

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

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	0300KVA3PDV208-E TX3PH DV 208/120 0300KVA 300KVA	2.00	EA	22,975.00	EA	45,950.00
1	Lines Total — Total Order Quantity 2.00				Subtotal	45,950.00
					Taxes	0.00
					Total	45,950.00

CITY OF GRIFFIN
FY25 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

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

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

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

Provide a description and identify the make/model of the item and quantity: Ermco 3Phase Padmount Transformer

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

Gresco is the only distributer of Ermco Transformers

Supplier/Source Name/Address: **Gresco Supply Company 1135 Rumble Rd. Forsyth, GA 31029**

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

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

Ermco 3 phase underground transformers are the only brand to meet the specs required by Griffin Power

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.

Ermco 3 phase underground transformers are the only brand to meet the specs required by Griffin Power

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:	8/6/2024	Requestor:	Rusty Spear		
Department:	Electric	Dept Accting Code:	510-0000-11-3603	Phone:	Ext 409

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

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of twenty five 37.5 KVA overhead transformers in the amount of $36,275.00 from Stuart C. Irby Co, lowest bidder. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase is for electric inventory.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

25- 37.5 KVA overhead transformers: totaling: $36,275 budgeted in FY25 budget.

Submitted By:
Jennifer Freeman

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PO-Stuart C. Irby- OH Transformers-BOC 8-27-24.pdf
Quote-Stuart C. Irby- OH Transformers- BOC 8-27-24.pdf
No bid- TriState Utility-OH Transformers- BOC 8-27-24.pdf
Quote-Anixter-OH Transformers-BOC 8-27-24.pdf

Griffin
Growing TOGETHER

City of Griffin, Georgia SH 8/15/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/14/24

FY25 Purchase Order No.

Bid/Quote No. S014022466

Vendor No. # 1551

Vendor Name & Address
Stuart C Irby Co.
Todd Horton
1060-D-Triad Ct
Marietta Ga 30062
thorton@irby.com
Ph: 770-422-1005 Fax: 770-427-8455

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

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
37.5KVA OH Transformers 120/240 ✓	510 - 0000 - 11 - 3603 - 0000	25	EA	1,451.000	36,275.00
Our P/N 22-018	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

COMMENTS: Quotes Attached

Totals: $ | $ 36,275.00

FY25 Purchase Order

COG USE ONLY

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

COG USE ONLY VAL 8/15/24

Elect. Construction 8/14/24
Dept / Requestor / Date

Purchasing / Date

8/12/24
Department Mgr / Date

Deborah M Gilbert 8-16-2024
Finance Director / Date

Copy emailed to Supplier
Supplier Notified

City Manager / Date

BOARD / Date

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
08/06/24	S014022466

REMIT TO:
STUART C IRBY CO
POST OFFICE BOX 74109
ATLANTA GA 30384

PAGE NO. 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 ALWD	SHIP VIA
Todd E Horto		08/06/24	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	PRC/UOM	EXT AMT
25EA		1	*GE QAOP105 (5501AB0037) 37.5KVA XFMR 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH --- LEAD TIME = DEC-2024/JAN-2025 ---	1451.000EA	36275.00

*** 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	36275.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	36275.00

OUR PRODUCTS AND SERVICES ARE SUBJECT TO, ARE 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 **

John Pierce

From: Shelby Seagraves <SSeagraves@tsup.com>
Sent: Wednesday, August 7, 2024 11:50 AM
To: John Pierce; Michael Willard
Subject: RE: Quote

[redacted]

Morning John,

We are not going to bid on this pole mount transformer request at the time. We appreciate the opportunity sir and let me know if you have any questions.

Shelby Seagraves
Tri-State Utility Products, Inc.
1030 Atlanta Industrial Drive
Marietta, GA 30066
Office: 770-427-3119
Direct: 770-590-2871
Email: ssseagraves@tsup.com

From: John Pierce <jpierce@cityofgriffin.com>
Sent: Tuesday, August 6, 2024 2:14 PM
To: Michael Willard <MWillard@tsup.com>; Shelby Seagraves <SSeagraves@tsup.com>
Subject: Quote

Michael/ Shelby Can I get a quote on (25) 37.5 7200 120/240 single phase Pole mt Transformers. Thanks JP

John Pierce
Electric | Inventory Technician
1010 N. Hill St.
Griffin, GA 30223

P (770) 229-6407
E jpierce@cityofgriffin.com
W cityofgriffin.com

The City of Griffin shall be a model of excellence in local government; a safe, well-planned community with equal opportunity for all.

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6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2805
Fax: 770.796.1309

www.anixterpowersolutions.com

37.5 Transformers

Quotation: U00760580.00

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

Attn:
Phone:
Fax:

Issued Date: **Aug 12, 2024**
Expiration Date: **Sep 11, 2024**
Sales Contact: **Jodi McCardle**
(P)
(F)
jodi.mccardle@wescodist.com

Item	Description	Qty	Price	UM	Extended
1	**M7112E37XTV08U1** OH 37.5 KVA DISTRIBUTION S Overhead Distribution Transformer; S - Conventional 37.5 KVA Avg. No Load: 72 Watts; Avg. Load: 462 Watts; Avg. Total Loss: 534 Watts When Required: Max Losses: NL 80 Watts; LL 490 Watts; TL 570 Watts 12470GY/7200 HV; 95 BIL; Aluminum HV Winding Matl 120/240 LV; 30 * 30 BIL; LV Interlaced; Aluminum LV Winding Matl 60 Hz 1 Phase Transformer Weight: 428.99 lbs.; Height: 38 in.; Width: 22.00 in.; Depth: 27.00 in. 1 HV Bush, 5-ring, 95kV BIL, 11" Crp, #8-#2, CU Bolt Tab 3 LV Bush-- eyebolt #2-350MCM Term-Speed Mntg., .60 Stud 1 Auto Tank Design: 17.5 inch Dia, 28 inch Ht 17. Gal(s) of Transformer Oil 1 17.5" Carbon STL Cover, 1 HV Bushing Hole DEL: BY 12/31/24	25	2,102.000	EA	52,550.00

SECTION TOTAL: $52,550.00

QUOTE TOTAL: **$52,550.00**

Special Notes

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

6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: 404.691.2805
Fax: 770.798.1309

www.anixterpowersolutions.com

37.5 Transformers

Quotation: U00760580.00

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

http://www.anixter.com/TERMSANDCONDITIONS

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

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase of multiple inventory items from Delta Municipal Supply, Sole Source, in the amount of $29,950.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a bulk purchase of normal inventory items including 5/8 inch water meter registers, meter bases, and meter antennas.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Budgeted FY25 funds in Water Distribution Operating Supplies (505-4440-52-1120) in the amount of $715,000.00. This purchase is for $29,950.00.

Submitted By:
Brandon Lewis

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Water Meters Sole Source.pdf
Water Meters Quotes.pdf
Water Meters PO with 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

NEPTUNE REGISTERS THE CITY OF GRIFFIN USES TO CALCULATE WATER USAGE FOR BILLING

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

NEPTUNE REGISTERS THE CITY OF GRIFFIN USES TO CALCULATE WATER USAGE FOR BILLING

Supplier/Source Name/Address:

408 JESSE CRONIC ROAD, BRASELTON, GA. 30517

Supplier/Source Contact: **SHANE SLOCUM** **Phone:** **770-277-0211**

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

PROVIDE THE CITY OF GRIFFIN WITH WATER REGISTERS
NEPTUNE WATER METERS AND MATERIAL

Is this a 1-time procurement? Estimated expenditure- one-time OR - annual spend 500,000.00

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.

Neptune parts are sold exclusively in this area through Data Municipal Supply.

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: 8/5/2024 Requestor: D. White

Department: WWW Dept Acctng Code: 505-4400-11-3602-000 Phone: 678-692-0404

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.

DELTA MUNICIPAL SUPPLY

Quote

Date	Quote #
8/5/2024	15278

408 Jesse Cronic Road
Braselton, GA 30517

Bill To	Ship To
City of Griffin Accounting Dept. P.O. Box 'T' Griffin, GA 30224-1158 ** EMAIL INVOICES **	Griffin Water Dept. 700 Beck St. Griffin, GA 30224 Doug White

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	H	Destination	Best Way

Quantity	Description	Unit Price	Total
100	5/8" T-10 E-Coder)R900i V4 Pit Reg. GAL w/6' Ant.	220.00	22,000.00

Sole Source

Subtotal	$22,000.00
Sales Tax (0.00)	$0.00
Total	**$22,000.00**

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions reguarding this quote.
Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"

DELTA MUNICIPAL SUPPLY

Quote

Date	Quote #
8/6/2024	15280

408 Jesse Cronic Road
Braselton, GA 30517

Bill To	Ship To
City of Griffin Accounting Dept. P.O. Box 'T' Griffin, GA 30224-1158 ** EMAIL INVOICES **	Griffin Water Dept. 700 Beck St. Griffin, GA 30224 Doug White

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	H	Destination	Best Way

Quantity	Description	Unit Price	Total
100	5/8" x 3/4" T-10 Meter Body Only	79.50	7,950.00

Subtotal	$7,950.00
Sales Tax (0.00)	$0.00
Total	**$7,950.00**

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"We Supply Service"

Griffin
Growing, TOGETHER
Water & Wastewater Department

City of Griffin, Georgia SH 8/21/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/7/24

FY25 Purchase Order No.

Bid/Quote No. 15280/15278

Vendor No.

Vendor Name & Address
Delta Municipal Supply
Attn: Shane Slocum
408 Jesse Cronic Road
Braselton, Georgia 30517
sales@deltamunicipal.com
Ph: 770-277-0211 Fax:

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

Deliver to:
City of Griffin
Water & Wastewater Department
700 Beck Street
Griffin, Georgia 30223

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

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 2 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
W04-069 ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	79.500	**7,950.00**
5/8" X 3/4" T-10 METER BASE	- - - -				
V4-058 ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	220.000	**22,000.00**
V4 R900 5/8" WATER METER	- - - -				
	- - - -				
	- - - -				
	- - - -				
8-21-2024	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

COMMENTS: SOLE SOURCE WATER METERS NEPTUNE

Totals: $ $ 29,950.00

FY25 Purchase Order

COG USE ONLY

PRICING METHOD:

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

Copy emailed to Supplier
Supplier Notified

COG USE ONLY ✓ASR Stellar

8/21/24
Dept / Requestor / Date

Purchasing / Date
Deborah M Gilbert 8.21.24

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

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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.

DELTA MUNICIPAL SUPPLY

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Date	Quote #
8/5/2024	15278

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Braselton, GA 30517

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Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	H	Destination	Best Way

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Sole Source

Subtotal	$22,000.00
Sales Tax (0.00)	$0.00
Total	**$22,000.00**

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"We Supply Service"

DELTA MUNICIPAL SUPPLY

Quote

Date	Quote #
8/6/2024	15280

408 Jesse Cronic Road
Braselton, GA 30517

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City of Griffin Accounting Dept. P.O. Box 'T' Griffin, GA 30224-1158 ** EMAIL INVOICES **	Griffin Water Dept. 700 Beck St. Griffin, GA 30224 Doug White

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	H	Destination	Best Way

Quantity	Description	Unit Price	Total
100	5/8" x 3/4" T-10 Meter Body Only	79.50	7,950.00

Subtotal	$7,950.00
Sales Tax (0.00)	$0.00
Total	**$7,950.00**

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions reguarding this quote.
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"We Supply Service"

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of four Solid Boss Off Road Tires in the amount of $25,148.96 from Atlanta Commercial Tire, Inc., lowest quote, for use on the John Deere 644 Wheel Loader at the Transfer Station. *Director of Solid Waste Todd Ennis will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of these items is budgeted and approved in FY25. These items are requested to replace the four worn tires that are presently on the wheel loader.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Funds are budgeted for FY25 in Repair and Maintenance.

Submitted By:
Todd Ennis

Meeting Date:
27/08/2024

ATTACHMENTS:
Quote Action Tire Co..pdf
Quote ATL Commercial Tire.pdf
Quote Southern Tire Mart.pdf
PO Transfer Station Wheel Loader Tires FY25.pdf

****QUOTE****

ACTION TIRE CO.

"CALL ACTION FOR SATISFACTION"

PHONE (404) 767-3235

PLEASE REMIT TO: 410 LEE'S MILL ROAD · FOREST PARK, GA 30297

Store#

STORE 9

DOT: EYP / GA Scrap # 031010 GN

ORDER#

Q052980

I hereby authorize the below repair work to be done along with the necessary material and/or your employees permision to operate the vehicle described for testing and/or inspection. Amount of repairs thereto which I have authorized and are not covered by my warranty. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I authorize Action Tire Co. to charge the card listed below and I agree to pay the amount below according to the card issuer agreement. (Merchant agreement if credit voucher)

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

SOLD TO:

CITY OF GRIFFIN
100 S HILL STREET
GRIFFIN GA 30223

11327

SHIP TO:

SAME

E-MAIL : agolden@cityofgriffin.com

CUST. P.O. #	MAKE-MODEL	TAG	MILEAGE	TELEPHONE	ROUTE	SLM	WORK ORDER	ORDER #	PAGE	REMARKS
				(770)229-6401	0	18	N/A			1

INVOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER	TERMS
			NET 30

07/25/24 15:48:20

STOCK NUMBER	SIZE	DESCRIPTION	QUANITY ORDERS	QUANITY SHIPPED	QUANITY PREV. SHIP	UNIT PRICE	T	F.E.T.	EXTENSION
NSMOFFROAD	23.5-25	MAXAM MS708 SM ASSY	4	4		6923.27	NT	.00	27693.08
0216000		JUNK TIRE DISPOSAL (ABOVE 24")	4	4		67.50		.00	270.00
021007		SERVICE CALL BOOM PER HOUR	3	3		145.00		.00	435.00

Delivery only
Exchange Price

**** FOR SAFETY-RETIGHTEN LUG NUTS AFTER 100 MILES ****

*** IF ITS BLACK ROUND AND ROLLS WE SELL IT ***

PARTS	LABOR	TAX %	TAXABLE AMOUNT	TAX	F.E.T.	MISC AMOUNT	INVOICE TOTAL
27693.08	705.00				FET EXEMPT		NOT AN INVOICE 28398.08

A FINANCE CHARGE OF 1 1/2% per month (18% ANNUAL PERCENTAGE RATE) will be charged on all invoices over 30 days past due

ATLANTA COMMERCIAL TIRE, INC.

Forest Park ● Doraville ● Athens ● Griffin ● Marietta
● Cartersville ● Dalton ● Macon ● Albany
WWW.ACTIRE.COM (404) 351-8016

PLEASE REMIT TO:
6067 KENNEDY ROAD
FOREST PARK, GA 30297

ESTIMATE # 146169

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

ATLANTA COMMERCIAL TIRE
1524 INDUSTRIAL DR

PAGE: 1
GRIFFIN, GA 30224 TIME STARTED: 13:01:12

770/227-3355

CUSTOMER: CITY OF GRIFFIN
PO BOX T
11694 MACY BLACK
GRIFFIN, GA
30224

BUSINESS: 770/233-4399 0 PO NUMBER: .
SALESMAN: TIM UNDERWOOD
ESTIMATE DATE: 07/25/24 TERMS: 1ST 10TH

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
OTR SERVICE CALL	S505	2	150.00		300.00
FUEL SURCHARGE	FUEL	1	25.00		25.00
23.5-25 SOLID BOSS	OPIND	4	5840.99		23363.96
MILEAGE	S805	60	1.00		60.00
INDUSTRIAL DISMT/MT	S400	4	200.00		800.00
OTR TIRE DISPOSAL	OTRD	4	150.00		600.00

MERCHANDISE: 23388.96
LABOR: 1160.00
OTHER: 600.00
ESTIMATE TOTAL: 25148.96

_____

_____

_____

********** THANK YOU FOR YOUR BUSINESS!! **********
! TIA recommends RE-TORQUEING all Lug Nuts 50-100 miles after Wheel Chg!

Customer Signature: _____ Date:___/___/2024

Southern Tire Mart

ESTIMATE #	3308399

FOREST PARK #160
SOUTHERN TIRE MART
6200 FRONTAGE ROAD
FOREST PARK, GA 30297

PAGE: 1

404/608-8111

CUSTOMER: CITY OF GRIFFIN
0517348 100 SOUTH HILL ST
GRIFFIN GA 30224

BUSINESS: 770/229-6400 0
SALESMAN: 09843
ESTIMATE DATE: 07/23/24 DUE: 08/22/24

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
REGULAR HRS SVC CALL-OTR HOURLY 165OTR		5.00	135.00		675.00
LABOR TECH CODE- 1/4 HR INCREMEN 99		1			0.00
FEE, FUEL SURCHARGE FS		1	25.00		25.00
23.5-25 MAXAM MS708 ASSEMBLY 900		4	7450.00		29800.00

MERCHANDISE: 29800.00
LABOR: 675.00
OTHER: 25.00
ESTIMATE TOTAL: 30500.00

**********THIS IS NOT AN INVOICE**********
**********DO NOT PAY FROM THIS FORM**********

DO NOT PULL INVENTORY

PLEASE REMIT To:
Dept. 143
P.O. Box 1000
Memphis, TN 38148-0143

PRINTED NAME/CUSTOMER SIGNATURE

IMPORTANT: CUSTOMER SHOULD RE-CHECK TORQUE ON LUG NUTS ON WHEELS SERVICED AFTER 25 TO 100 MILES OF OPERATION

Griffin
Growing TOGETHER

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

Sent 8/20/24

DATE: 8/19/24

FY25 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
Atlanta Commercial Tire
Tim Underwood
5067 Kennedy Road
Forest Park, GA 30297
www.actire.com
Ph: Fax:

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

Deliver to:
City of Griffin
Solid Waste/ Transfer Station
1515 Industrial Drive
Griffin, GA 30224

ATTN: Dexter Allen
Phone: 770-233-4119 Fax: _____

Freight is FOB Destination Delivenes 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
4 Wheel Loader Tires	640 - 4531 - 52 - 2200 - 0000	4	EA	6,287.240	25,148.96
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -		*enter debit/credit amounts in*		25,148.96
(DISTRIBUTION & $$)	- - - -		*the extended totals column*		25,148.96
COMMENTS:			Totals: $	$	25,148.96

8-21-2024

FY25 Purchase Order

COG USE ONLY

PRICING METHOD: Solid Waste Todd Ennis 08/19/2024

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

Dept / Requestor / Date 08/19/2024
Department Mgr / Date VAB 8/21/24
Purchasing / Date Deborah M Gilbert 8-21-24
Finance Director / Date

Copy emailed to Supplier
Supplier Notified

City Manager / Date
BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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ATLANTA COMMERCIAL TIRE, INC.

Forest Park • Doraville • Athens • Griffin • Marietta
• Cartersville • Dalton • Macon • Albany
WWW.ACTIRE.COM (404) 351-8016

PLEASE REMIT TO:
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ESTIMATE # 146169

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

ATLANTA COMMERCIAL TIRE
1524 INDUSTRIAL DR

PAGE: 1
GRIFFIN, GA 30224 TIME STARTED: 13:01:12

770/227-3355

CUSTOMER: CITY OF GRIFFIN
PO BOX T
11694 MACY BLACK
GRIFFIN, GA
30224

BUSINESS: 770/233-4399 0 PO NUMBER: .
SALESMAN: TIM UNDERWOOD
ESTIMATE DATE: 07/25/24 TERMS: 1ST 10TH

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
OTR SERVICE CALL	S505	2	150.00		300.00
FUEL SURCHARGE	FUEL	1	25.00		25.00
23.5-25 SOLID BOSS	OPIND	4	5840.99		23363.96
MILEAGE	S805	60	1.00		60.00
INDUSTRIAL DISMT/MT	S400	4	200.00		800.00
OTR TIRE DISPOSAL	OTRD	4	150.00		600.00

MERCHANDISE:	23388.96
LABOR:	1160.00
OTHER:	600.00
ESTIMATE TOTAL:	25148.96

_____

_____

_____

********** THANK YOU FOR YOUR BUSINESS!! **********
! TIA recommends RE-TORQUEING all Lug Nuts 50-100 miles after Wheel Chg!

Customer Signature: _____ Date:___/___/2024

ACTION TIRE CO.

QUOTE

"CALL ACTION FOR SATISFACTION"
PHONE (404) 767-3235

PLEASE REMIT TO: 410 LEE'S MILL ROAD · FOREST PARK, GA 30297

Store#

STORE 9

DOT: EYP / GA Scrap # 031010 GN

ORDER#

Q052980

I hereby authorize the below repair work to be done along with the necessary material and/or your employees permision to operate the vehicle described for testing and/or inspection. Amount of repairs thereto which I have authorized and are not covered by my warranty. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I authorize Action Tire Co. to charge the card listed below and I agree to pay the amount below according to the card issuer agreement. (Merchant agreement if credit voucher)

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

SOLD TO:

CITY OF GRIFFIN 11327
100 S HILL STREET
GRIFFIN GA 30223

SHIP TO:

SAME

E-MAIL : agolden@cityofgriffin.com

CUST. P.O. #	MAKE-MODEL	TAG	MILEAGE	TELEPHONE	ROUTE	SLM	WORK ORDER	ORDER #	SAGE	REMARKS
				(770)229-6401	0	18	N/A			1

INVOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER	TERMS
			NET 30

07/25/24 15:48:20

STOCK NUMBER	SIZE	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BACK ORDER	UNIT PRICE	T	F.E.T.	EXTENSION
NSNOFFROAD	23.5-25	MAXAM MS708 SM ASSY	4	4		6923.27	NT	.00	27693.08
0216000		JUNK TIRE DISPOSAL (ABOVE 24")	4	4		67.50		.00	270.00
021007		SERVICE CALL BOOM PER HOUR	3	3		145.00		.00	435.00

Delivery only
Exchange Price

**** FOR SAFETY-RETIGHTEN LUG NUTS AFTER 100 MILES ****

*** IF ITS BLACK ROUND AND ROLLS WE SELL IT ***

PARTS	LABOR	TAX %	TAXABLE AMOUNT	TAX	F.E.T.	MISC AMOUNT	INVOICE TOTAL
27693.08	705.00				FET EXEMPT		NOT AN INVOICE 28398.08

A FINANCE CHARGE OF 1 1/2% per month (18% ANNUAL PERCENTAGE RATE) will be charged on all invoices over 30 days past due

Southern Tire Mart

ESTIMATE #	3308399

FOREST PARK #160
SOUTHERN TIRE MART
6200 FRONTAGE ROAD
FOREST PARK, GA 30297

PAGE: 1

404/608-8111

CUSTOMER: CITY OF GRIFFIN
0517348 100 SOUTH HILL ST
GRIFFIN GA 30224

BUSINESS: 770/229-6400 0
SALESMAN: 09843
ESTIMATE DATE: 07/23/24 DUE: 08/22/24

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
REGULAR HRS SVC CALL-OTR HOURLY 165OTR		5.00	135.00		675.00
LABOR TECH CODE- 1/4 HR INCREMEN 99		1			0.00
FEE, FUEL SURCHARGE FS		1	25.00		25.00
23.5-25 MAXAM MS708 ASSEMBLY 900		4	7450.00		29800.00

MERCHANDISE: 29800.00
LABOR: 675.00
OTHER: 25.00
ESTIMATE TOTAL: 30500.00

********THIS IS NOT AN INVOICE********
*******DO NOT PAY FROM THIS FORM*******

DO NOT PULL INVENTORY

PLEASE REMIT To:
Dept. 143
P.O. Box 1000
Memphis, TN 38148-0143

PRINTED NAME/CUSTOMER SIGNATURE

IMPORTANT: CUSTOMER SHOULD RE-CHECK TORQUE ON LUG NUTS ON WHEELS SERVICED AFTER 25 TO 100 MILES OF OPERATION

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of hardware support and maintenance of the City of Griffin Dell VxRails storage system in the amount of $34,157.04 from SHI International, Georgia State Contract, for the City of Griffin. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin utilizes the Dell VxRails server platform to run 150+ virtual servers and appliances for the City of Griffin. The VxRails system is necessary for city departments to access systems and databases in order to conduct business. The maintenance will provide a 4-hour, 24x7 technical support and hardware replacement on all servers and their components. The purchase will be made through Georgia State Contract: Statewide Contracts for Enterprise Infrastructure, Contract #: 99999-001-SPD0000139-0001.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budget includes $34,157.04 for VxRails Maintenance.

Submitted By:
Gibb Cotton

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
SHI Terms_and_Conditions_Page.pdf
DELL TERMS and CONDITIONS.pdf
Enterprise Infrastructure contracts 99999-001-SPD0000139-0001.pdf
SHI International Corp.pdf
SHI Quote-25175806.pdf

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Software and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) **"Agency"** means the Department of Administrative Services of the State of Georgia.

(ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the Software and Services as awarded to Contractor.

(iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) **"Contractor"** means the provider(s) of the Software and Services under the Statewide Contract as identified in the Statewide Contract Form.

(v) "**Facilities Manager**" means one or more of any persons in the business of providing computer facilities management and/or Outsourcing services.

(vi) **"Outsourcing"** means obtaining computing or related services from a source outside of the State. Computing or related services may include programming and/or executing the State's Software (including Software the State licenses from Contractor or third parties) on the State's CPUs, programming and/or executing the State's Software on an Outsourcing company's CPUs, or any mix thereof.

(vii) **"Purchase Instrument"** means the documentation a User Agency issues to Contractor for an acquisition of Software and/or Services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the Software and/or Services to be acquired, the delivery date and location at which the Software is to be installed and/or that the Services are to be delivered, the address where Contractor should submit the invoices, and any other requirements that the Agency or User Agency deem necessary.

(viii) **"Response", "Contractor's Response" or "Final Response"** means Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(ix) **"RFX"** means the Request for Proposals, Request for Bids, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the Software and/or Services that are subject to the Statewide Contract.

(x) **"Services"** means the services and deliverables described in the RFX including administration, distribution, installation, configuration, support and training services as further described by the Response and the Statewide Contract.

(xi) **"Software"** means the computer programs described in the RFX Category or Categories for which Contractor is awarded a Statewide Contract, as further described in Exhibit A to this Statewide Contract for Software and Ancillary Services, together

with all documentation (both hard copy and online) for the described computer programs, and all updates to the computer programs and the documentation during the term of a license for Software under this Statewide Contract.

(xii) **"State"** means the State of Georgia of the United State of America, the Agency, User Agency, and any other authorized entities identified by the RFX issuing Purchase Instruments against the Statewide Contract.

(xiii) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(xiv) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Supply.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies Contractor as a source of supply to the User Agencies of the Software and Services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms (whether in hard copy or electronic format and including license agreements) or invoices shall be null and void. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services including, but not limited to, license terms for any software provided by Contractor pursuant to this Statewide Contract whether or not Contractor is the publisher of such software.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified Software and Services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified Software and Services.

C. DESCRIPTION OF SOFTWARE AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all Software, Services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract,

2. **Software Licenses.** Contractor shall provide Software in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall deliver to User Agency the Software, which shall be licensed to User Agency under the following terms.

   Contractor shall cause the publisher of the Software to grant User Agency a non-exclusive license and/or sublicense to use, execute, maintain, reproduce, modify, display, test and perform copies of Software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. User Agency may copy the Software as necessary to efficiently use the Software. Without limiting the generality of the foregoing, User Agency's rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying for the following purposes:

   (i) for backup, archive or emergency restart purposes;

   (ii) for disaster recovery and disaster recovery testing purposes;

   (iii) to migrate the software for use on other computers and/or hardware; and

   (iv) to store the software at any off premise location that the User Agency uses for storage purposes.

   If the Contractor is acting as a reseller of the Software, Contractor must provide the Licenses, as required by the Software publishers, to the User Agencies and shall coordinate with any negotiations of such Licenses as may be conducted among the Agency, User Agencies and the Software publishers. All licenses provided hereunder shall remain in effect perpetually unless otherwise stated in writing.

User Agencies that are part of the Georgia Enterprise Services Contract (sometimes referred to as the "GETS" agencies) shall be granted permission for the State's Facilities Manager(s) to use, execute, maintain, reproduce, modify, display, test and perform copies of Software and accompanying documentation and exercise all other license rights on behalf of the User Agencies.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the license for the Software may require that the User Agency agree that it will not:

   (i) lease, loan, resell, sublicense or otherwise distribute the Software to parties who are not State of Georgia government entities;

   (ii) create derivative works based on the software; or

   (iii) reverse engineer, disassemble, or decompile the software

4. **Services and other Deliverables.** Contractor shall provide Services and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Contractor and all personnel of Contractor shall perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time the Services are provided.

5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable State purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to place online orders through Contractor's website.

6. **Product Shipment and Delivery and Acceptance.** Unless the RFX requires otherwise, all Software shall be made available either by online download or shall be shipped F.O.B. destination, freight prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at Contractor's risk until they have been delivered and accepted by the User Agency. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Contractor to remedy without cost to the User Agency, regardless of when the hidden damage is discovered.

   (i) Fixed Pricing Services. Certain Services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the Purchase Instrument.

   (ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. These deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum price cap that shall not be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.

   (iii) Acceptance Process. Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of the deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of

the deficiencies of the deliverable. User Agency must provide notice of the rejection of a deliverable within a reasonable period of time as agreed between Contractor and User Agency, except that User Agency shall have at least thirty (30) days from the date of Contractor's submission of the deliverable or Contractor's demonstration of the deliverable, whichever occurs last. User Agency's failure to either accept or reject a deliverable within the acceptance time period shall not constitute automatic acceptance of the deliverable. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing the cure, Contractor shall resubmit the deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have at least thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained in this provision shall limit the warranties and representations or the available remedies set forth in this Statewide Contract.

7. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide Software and Services similar or identical to the Software and Services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar Software and Services from other contractors.

8. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases or use of Software or Services.

D. COMPENSATION

1. **Pricing and Payment.** Contractor will be paid for the Software and Services licensed or sold pursuant to the terms of the Statewide Contract and in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies.

2. **Billings.** If applicable, and unless the RFX provides otherwise, Contractor shall submit, on a regular basis, individual invoices for the Software and Services supplied to User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. Each invoice shall be accompanied by a schedule that details the Services and deliverables provided (if any) including the resources in support of those Services and/or deliverables . The invoice shall comply with all applicable rules concerning payment of claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and Contractor, Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any Software or Services provided by or on behalf of Contractor under the Statewide Contract. Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If a User Agency in good faith determines that Contractor has failed to perform or deliver any Software or Service as required by the Statewide Contract, Contractor shall not be entitled to any compensation under the Statewide Contract until the Software or Service is delivered [or performed]. In this event, the User Agency may withhold the portion of Contractor's compensation that represents payment for Software and/or Services that were not delivered [or performed]. To the extent that Contractor's failure to deliver [or perform] in a timely manner causes the User Agency to incur costs, the User Agency may deduct the amount of the incurred costs from any amounts payable to Contractor. The User Agency's authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by Contractor.** In the event that Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum Contractor owes User Agency against any sum User Agency owes Contractor.

E. TERMINATION

1. Termination of the Statewide Contract.

(i) **Immediate Termination.** Agency may terminate the Statewide Contract effective immediately without advance notice for any one or more of the following reasons:

a. in the event Contractor is required to be certified or licensed as a [requirement for being awarded this Statewide Contract to provide Software and/or Services, the revocation or loss of the required license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

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

c. Contractor fails to comply with confidentiality laws or provisions; and/or

d. Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process that is materially false, deceptive, incorrect or incomplete.

(ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for Agency to declare Contractor in default of its obligations under the Statewide Contract:

a. Contractor has delivered nonconforming Software or Services or fails to deliver or perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by Contractor;

b. Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

c. Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

d. to the extent allowed by applicable federal or state law, including bankruptcy laws, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; Contractor terminates or suspends its business; or Agency reasonably believes that Contractor has become insolvent or unable to pay its obligations as they accrue;

e. Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

f. Contractor has engaged in conduct that has exposed or may expose Agency or the State to liability, as determined in Agency's sole discretion; or

g. Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of Agency, the State, or a third party.

(iii) **Termination upon Notice.** Following thirty (30) days' written notice, Agency may terminate the Statewide Contract in whole or in part without paying any penalty or incurring any further obligation to Contractor. Following termination upon notice, Contractor shall be entitled to compensation from User Agencies upon submission of invoices and proper proof of claims, for Software and/or Services provided under the Statewide Contract to User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to Contractor as a result of any of the following:

a. Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

b. Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If Contractor has caused or permitted a default event, Agency shall provide written notice to Contractor requesting that the breach or noncompliance be remedied within the period of time specified in Agency's written notice to Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

(i) immediately terminate the Statewide Contract without additional written notice; and/or

(ii) procure substitute Software and/or Services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

The State shall not be liable for any costs incurred by Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

(i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase [or license for a future period not yet paid] made pursuant to this Statewide Contract will terminate immediately and absolutely if a User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated so that the User Agency cannot fulfill its obligations under the Statewide Contract; the determination shall be at the User Agency's sole discretion and shall be conclusive.

(ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase in the event of Contractor's material breach if the breach is not cured within thirty (30) days of Contractor's receipt of a written default notice from User Agency.

In the event of termination of the Statewide Contract for any reason by Agency, the User Agencies shall pay only those amounts, if any, due and owing to Contractor for Software and Services actually provided up to the date specified in the notice of termination as provided above. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination.

4. **Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of Agency, Contractor shall:

(i) cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to Contractor;

(iii) comply with the State's instructions for the timely transfer of any active files and work product produced by Contractor under the Statewide Contract;

(iv) cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) immediately return to the User Agencies any payments made by the User Agencies for Software or Services that were not delivered by Contractor.

Notwithstanding the provisions above, Software licenses that the State has obtained for Software delivered under this Statewide Contract and maintenance agreements that the State has entered directly with the publishers of Software delivered under this Statewide Contract when the publisher is not Contractor shall not terminate as the result of termination of the Statewide Contract.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** Contractor's employees, agents and subcontractors may, to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract, have access to confidential data, including, but not limited, personally identifiable information,

maintained by the State. Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. No later than ten (10) days from the date this Statewide Contract is fully executed, Contractor shall comply with the following requirements:

(i) Contractor shall provide to the State a written description of Contractor's policies and procedures to safeguard confidential information;

(ii) policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(iii) Contractor shall designate one individual who shall be the responsible representative of Contractor in charge of all data collected, used, or disseminated by Contractor in connection with the performance of the Statewide Contract; and

(iv) Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some Services performed for Agency and/or User Agencies may require Contractor and its employees to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by Contractor shall be considered the property of the State. Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process for records containing confidential information is served upon Contractor, Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** Contractor shall immediately report in writing to the State any unauthorized disclosure of confidential information and, at no additional cost to the State, shall be responsible for providing any and all notices required by law.

5. **Survives Termination.** Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

(i) any breach of the Statewide Contract;

(ii) any negligent, intentional or wrongful act or omission of Contractor or any employee, agent or subcontractor utilized or employed by Contractor;

(iii) any failure of Software or Services to comply with applicable specifications, warranties, and certifications under the Statewide Contract resulting from Contractor's act of breach or negligence;

(iv) the negligence or fault of Contractor in design, testing, development, manufacture, installation, operation or otherwise with respect to the Software or Services provided under the Statewide Contract;

(v) claims, demands, or lawsuits that, with respect to the Software or any parts thereof, allege product liability, strict product liability, or any variation thereof, resulting from Contractor's act of breach or negligence;

(vi) claims, demands, or lawsuits that, with respect to the Software or its operation or failure, allege breach of privacy or other rights of third parties;

(vii) Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by Contractor;

(vii) any failure by Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

(viii) any failure by Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by Contractor to conduct business in the State of Georgia or the United States of America;

(ix) any infringement of any copyright, trademark, trade secret, patent, trade dress, or other intellectual property right arising out of software or intellectual property which originated from Contractor; or

(x) any failure by Contractor to adhere to the confidentiality provisions of the Statewide Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, Contractor waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder to the full extent of this indemnification.

3. **Litigation and Settlements.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Intellectual Property Infringement Indemnification**. Subject to the limitations set forth in this section, Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court

of last resort in such suit insofar as the same is based on any claim that any of the Software or Services infringe any United States or foreign letters patent, copyright, trademark, trade secret or other intellectual property right, provided the State gives Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Software is in any suit held to infringe a third party's intellectual property right and use of the Software is enjoined, Contractor shall, at its option and expense:

(i) procure for the State the right to continue using the Software;

(ii) replace or modify the same so that it becomes non-infringing; or

(iii) remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any patent, copyright, trademark, trade secret or other intellectual property infringement or claim thereof is based upon or arises out of:

(i) compliance with designs, plans or specifications furnished by or on behalf of Agency or a User Agency as to the Software;

(ii) installation or implementation of the Software by a party other than Contractor;

(iii) use of the Software in a manner for which it was neither designed nor contemplated; or

(iv) Contractor is not the publisher of Software, design, plans, or specifications, provided that Contractor passes through all permitted infringement protections provided by the Software publisher to the State.

5. **Survives Termination.** The indemnification obligation of Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Express in the Contract with Warranties Implied by Law.** All warranties made by Contractor and/or subcontractors in all provisions of the Statewide Contract and Contractor's Response, whether or not the Statewide Contract specifically

denominates Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the Software and Services to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties express in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software and Services provided by Contractor. Contractor shall assign and pass through to the State all applicable software publishers' warranties, covenants and indemnification provisions. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Software or Services.** Subject to Software warranty limitations established by the Software publishers, all Software and Services that Contractor delivers to User Agencies shall be free from any defects in design, material, or workmanship. If any Software or Service offered by Contractor is found to be defective in material or workmanship or does not conform to Contractor's warranty, User Agency shall have the option of returning, repairing, or replacing the defective Software or Service at Contractor's expense.

   Payment for the defective Software or Service shall not constitute acceptance. Acceptance by a User Agency shall not relieve Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Compliance with Federal Acts.** Contractor warrants and guarantees to State that the Software provided under the Statewide Contract is in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Software Provided.** Contractor represents and warrants that for Software that Contractor licenses to State, all the concepts, materials, Software and Services provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with Contractor or that Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in and to the concepts, materials, Software and other works.

   Contractor represents and warrants that for Software that Contractor distributes or provides to State pursuant to the terms of the Statewide Contract as a distributor or reseller but not as licensor:

   (i) all the concepts, materials, and Software that Contractor provides to State either shall be wholly original with the publisher of the Software or publisher shall have secured all applicable interests, rights, licenses, permits or other intellectual property rights in and to the portion of the concepts, materials, Software and other works that are not original to publisher, including the right to imbed the concepts, materials and code and to license or sublicense the concepts, materials and code; and

   (ii) Contractor has legally secured all applicable interests, rights, licenses, and permits or other permissions from the Software publisher [and all others who hold a legal interest in the Software] to distribute or provide the Software to State.

Contractor represents and warrants that the concepts, materials, Software and Services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress, trade secret, patent, literary, dramatic, statutory, common law or any other right of any person, firm or corporation or other entity. Contractor represents and warrants that it is the owner of or otherwise has the right to distribute the Software and provide the Services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** Contractor represents and warrants that the Software and Services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to the Statewide Contract are or will be fully satisfied by Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** Contractor represents and warrants that title to any Software or property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies. Except as otherwise expressly authorized by the Agency, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be works made for hire and shall be the property of the State of Georgia.

9. **Industry Standards.** Contractor represents and expressly warrants that all aspects of the Software and Services provided or used by it shall at a minimum conform to the standards in Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the Agency as specified in the RFX. All of Contractor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on State property. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

    All persons assigned to perform Services under this Statewide Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or a User Agency believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions

of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFX and this Statewide Contract.

11. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel used to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. Contractor's employees, agents and subcontractors may be granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. Contractor represents and warrants that Contractor shall provide prompt notice to Agency of the changed status of any employee, agent or subcontractor granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

In the event that any of the Software or materials are found by Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, Contractor will promptly communicate all relevant facts to Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Agency from taking such action as may be required of it under any such law or regulation. Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both Agency and Contractor and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

(ii) Second, by giving preference to the specific provisions of the RFX.

(iii) Third, by giving preference to the specific provisions of Contractor's Response, except that objections or amendments by Contractor that have not been explicitly accepted by Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references in this document to the parties' obligations are intended to supplement or clarify the obligations as stated in the RFX and Contractor's Response. The failure of the parties to make reference to the terms of the RFX or Contractor's Response in this document shall not be construed as creating a conflict and will not relieve Contractor of the contractual obligations imposed by the terms of the RFX and Contractor's Response. The contractual obligations of the Agency cannot be implied from Contractor's Response.

3. **Compliance with the Law.** Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

Certain equipment, software and technical data that may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations, International Traffic in Arms Regulations, U.S. Department of Energy Regulations, U.S. Nuclear Regulatory Commission Regulations and/or similar laws and regulations of the United States or other countries. Contractor shall comply with all export and re-export laws and regulations, including without limitation laws and regulations that may apply to certain equipment, software and technical data provided hereunder.

Contractor shall also comply with all import and customs laws and regulations, with all local license and permit requirements, with the European Data Protection Directive, with the U.S. Foreign Corrupt Practices Act, and with all applicable foreign corrupt practices acts.

Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not been and must not be violated under the terms of this Statewide Contract.

Contractor shall obtain and maintain and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by Contractor.

4. **Drug-free Workplace.** Contractor hereby certifies as follows:

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

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

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Official Code of Georgia Annotated Section 50-24-3."

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

(i) Contractor has made false certification hereinabove; or

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

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of Agency and Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries of the Statewide Contract. The Statewide Contract is intended only to benefit the State and Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations that may occur between the State and Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or Contractor may elect to submit the matter for mediation. Either the State or Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars ($5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including

but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of Agency. For the purpose of construing this clause, a transfer of a controlling interest in Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract or for the act or omission of any subcontractor, agent, or employee. All restrictions, obligations and responsibilities of Contractor under the Statewide Contract shall also apply to each subcontractor. Any contract with a subcontractor must also preserve the rights of Agency. Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made that is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for Software and Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be

jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities or obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between Agency and Contractor for the Software and Services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Agency and Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier and shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

    (i) at the time it is actually received; or,

    (ii) within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of Agency and Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing Software and Services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

(i) the party on whose behalf it signs has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

(ii) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** Contractor shall maintain books, records and documents that sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor should maintain separate accounts and records for Agency and the User Agencies. Records to be maintained include both financial records and service records. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide Software or Services under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities is under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that neither Contractor nor any of its subcontractors has been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property**. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the State.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

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

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

33. **Counterparts.** Agency and Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

34. **Further Assurances and Corrective Instruments.** Agency and Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, supplements hereto and further instruments as may reasonably be required for carrying out the express intention of the Statewide Contract.

35. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to deliver or run Software and to perform Services for the State. Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

    Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act that will interfere with the performance of work by any other contractor.

36. **Limitation of Contractor's Liability to the State.** Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported.

Exhibit A
AWARDED SOFTWARE CATEGORY DESCRIPTION

(Awarded Item Schedule)

The Georgia Department of Administrative Services ("DOAS" or "Agency") on behalf of the State of Georgia awards to CDW Government LLC ("CDWG" or "Contractor") a Statewide Contract for Software in the following Categories:

Category 1: End User Software; and

Category 2: Enterprise Software; and

Category 3: Microsoft Reseller Services;

subject to the following:

The Services that Contractor provides as all or part of a User Agency acquisition through or under the Statewide Contract for Software may include support, maintenance, training, consulting and installation but not implementation services.

The Statewide Contract for Software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed (a) seven (7) days' or one calendar week's effort by a team of CDWG professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed one week's duration); or (b) eighty (80) hours (total) of billable work provided at the rates contained in CDWG's proposal that forms part of the contract, whichever is greater.

Although CDWG's proposal includes products for hosted services and software as a service ("Saas"), including but not limited to VMWare and Microsoft products and services, **the Statewide Contract awarded does not currently and generally shall not include any product, software or service to be hosted on a server other than a server under the direct control of the State or the State's Facilities Manager (as that term is defined in this Contract); the Statewide Contract Award does not include SaaS or hosted Software.**

However, the State acknowledges that some hosted software or software as a service may be within the scope of the RFP, and the State may amend the Contract Award to include these products after the State and Contractor agree upon additional terms and conditions for hosted services consistent with the GTA Enterprise Operational Environment standard (standard SO-10-003.02 – available at http://gta.georgia.gov/vgn/images/portal/cit_1210/3/62/148819638Enterprise%20Operational%20Environment,%20SO-10-003.02.pdf).

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment J
Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "**Agency**" means the Department of Administrative Services of the State of Georgia.

(ii) "**Awarded Item Schedule**" means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.

(iii) "**Contract**" or "**Statewide Contract**" means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) "**Contractor**" means the provider(s) of the goods and services under the Statewide Contract.

(v) "**Subcontractor**" means any and all third parties that have direct contracts with Contractor or with any other Subcontractor to perform a portion of the services under this Contract.

(vi) "**Purchase Instrument**" means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vii) "**Response**", "**Contractor's Response**" or "**Final Response**" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(viii) "**RFX**" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.

(ix) "**State**" means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

(xi) "**Statewide Contract Form**" means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by

a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(xii) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All equipment and any other products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. The User Agency shall, within 30 (thirty) days of its receipt of the delivered goods and/or services either accept or reject the delivered goods and/or services in writing: otherwise, the goods and/or services shall be deemed accepted; provided hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Title to Leased or Rented Equipment.** Unless provided otherwise in the RFX, leased or rented equipment is and shall at all times remain the sole property of the Contractor unless the User Agency exercises an option to purchase as permitted by the User Agency Lease.

4. **Care, Use and Maintenance of Leased or Rented Equipment.** User Agencies shall protect leased or rented equipment from deterioration, other than normal wear and tear, and will not use the leased or rented equipment for any purpose other than that for which it was designed. Contractor shall maintain the leased/rented equipment in good working order and will make all necessary adjustments and repairs. The Contractor shall have full and free access to the leased/rented equipment for the purpose of maintenance and repairs during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. The charge for such maintenance is included in the Response and any final pricing documents as incorporated into the Statewide Contract Form.

5. **Leased/Rented Equipment Return.** Unless provided otherwise in the RFX, upon termination of the User Agency Lease, Contractor must enter the premises of the User Agency and remove the leased/rented equipment. Contractor should arrange and confirm removal times with User Agencies during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. Contractor agrees that the cost of removal is included in the Contractor's response or other final pricing documentation as incorporated into the Statewide Contract Form.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or equipment or failed to maintain or repair the equipment as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service is performed or such equipment is delivered, maintained or repaired. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services not performed or equipment not delivered or properly maintained and repaired. To the extent that the Contractor's failure to provide services or deliver equipment in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification

may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

(ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

(iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

(ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

(vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, with the exception of Force Majeure event, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within 30 days of Contractor's receipt of the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

(i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

(ii) The Agency's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

(i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION – DATA OWNERSHIP, PROTECTION AND LOCATION

1. **Access to Confidential Data.** The Contractor's employees, agents and Subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

   (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

   (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

   (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and

   (iv) The Contractor shall provide adequate supervision and training to its agents, employees and Subcontractors to ensure compliance with the terms of the Statewide Contract.

   The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or the User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **Data Ownership. The State owns all of their data.** The private or confidential data shall remain the property of the State at all times. The Contractor will not access the data except as needed to do the work of the contract. Some services performed for the Agency and/or the User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

   The Agency and/or User Agencies shall own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access Agency and/or User Agency User accounts, or Agency and/or User Agency Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the Agency and/or User Agency's written request.

3. **Data Protection. The State owns all personal information. The Contractor will protect it and will not use the data for any thing not related to the customer.**

   Protection of personal privacy and sensitive personal data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Agency and/or User Agency information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of Agency and/or User Agency information and comply with the following conditions:

a. Personal information obtained by the Contractor shall become and remain property of the Agency and/or User Agency.

b. At no time shall any data or processes, which either belongs to or are intended for the use of Agency or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Agency and/or User Agency.

c. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

4. **Data Location. The Contractor will not store any non-public data of the Agency and/or User Agency outside the US except to provide end user services outside the US.**

Contractor will provide its services to Agency and/or User Agency and its end users solely from data centers in the U.S. Storage of Agency and/or User Agency data at rest will be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store Agency and/or User Agency data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor will permit its personnel and sub-contractors to access Agency and/or User Agency remotely only as required to provide technical support. Contractor will process Agency and/or User Agency data outside its US facilities only to provide services to end users of Agency and/or User Agency located outside the U.S.

5. **Non-disclosure and Separation of Duties. The Contractor will limit staff knowledge of data and separate duties to protect the data. Non-disclosure agreements are required of Contractor staff.**

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from all third party claims and, in connection with such claims, pay any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

(i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or Subcontractor utilized or employed by the Contractor;

(ii) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;

(iii) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;

(iv) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

(viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right subject to section G.4 below; or

(x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

This indemnification shall apply notwithstanding the fact that the Indemnified Parties may be partially responsible for the situation giving rise to the claim. However, Contractor shall only be liable to the extent of Contractor's contribution to the situation giving rise to the claim. It will not be deemed Contractror's contribution if Contractor is performing as specifically directed by the Agency, except for criminal or obviously illegal acts or omissions. This indemnification shall not apply if the situation giving rise to the claim results solely from the act or omission of the Indemnified parties.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** With respect to third party claims, Agency (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the Indemnified Parties receive notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by Agency or its representatives to notify Contractor within thirty (30) days after the Indemnified Parties receive notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software or hardware constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless

Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software or hardware is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

(i) Procure for the State the right to continue using the software/hardware;

(ii) Replace or modify the same in such a way that (i) they become non-infringing and (ii) they substantially perform in the same manner or substantially provide the same results, or there is no material adverse effect in their overall performance; or

(iii) If neither (i) nor (ii) is reasonably achievable, remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

(a) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

(b) Use of the software or hardware in combination with apparatus or devices not supplied by Contractor;

(c) Use of an allegedly infringing version of the materials and/or services, if the alleged infringement could have been avoided by the use of a different version made available to the Indemnified Party at no additional cost;

(d) Use of the software or hardware in a manner for which the same was neither designed nor contemplated;

(e) Any modification to hardware made by User Agency; or

(f) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or Subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or Subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. RESERVED

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any

right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. RESERVED

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and Subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as Subcontractors or contractors. The Contractor, its employees, agents and Subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.

4. **Implementation of Requirements of Senate Bill 327 (Passed during 2016 Georgia Legislative Session):** The Contract is amended to include the following new certification: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

5. **Drug-free Workplace.** The Contractor hereby certifies as follows:

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

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

(iii) Contractor will secure from any Subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

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

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

6. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

7. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

9. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

10. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

11. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a Subcontractor from the Statewide Contract for good cause.

12. **Sub- Contractor Disclosure. The Contractor will disclose all Subcontractors.** The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.

13. **Background Checks. The Contractor will perform background checks on staff including Subcontractors. The Contractor will not use staff that has criminal convictions.** The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony. The Contractor shall promote and maintain an awareness of the importance of securing the Agency and/or User Agency's information among the Contractor's employees and agents.

14. **Right to Remove Individuals: The Agency and/or User Agency may have the Contractor remove staff directly related to services of this contract.** The Agency shall have the right at any time to require that the Contractor remove from interaction with Agency and/or User Agency any Contractor representative who the Agency believes is detrimental to its working relationship with the Contractor. The Agency will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agency signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the Agency's consent.

15. **Change Control and Advance Notice. The Contractor will notify the Agency and/or User Agency of upgrades and maintenance.** Advance notice (to be determined at contract time) shall be given to the Agency and/or User Agency of any major upgrades or system changes that the Contractor will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics and usually includes a new version number.

16. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

17. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

18. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, Subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any Subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

19. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

20. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

21. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

22. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

23. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

25. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

26. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

27. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

28. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

29. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been

employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

30. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

31. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

32. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its Subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

33. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

34. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized Subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

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

36. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a Subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

37. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed $1,000,000 or the total amount paid to Contractor for the performance under this Statewide Contract for:

(i) The product;
(ii) Support during the period of a material breach up to a maximum of twelve (12) months; or
(iii) The professional service;

that in each case is the subject of the claim or whichever is greater.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported.

Nothing in this Section 37 shall limit or affect Contractor's liability arising from claims brought by any third party nor Contractor's liability for personal injury damages or property damage.

38. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

39. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

40. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

41. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other Contractor.

Enterprise Infrastructure Contracts

99999-001-SPD0000139-0001	Dell Marketing
99999-001-SPD0000139-0002	Hewlett-Packard Enterprise
99999-001-SPD0000139-0003	Lenovo - Us Inc
99999-001-SPD0000139-0004	EMC
99999-001-SPD0000139-0005	NetApp
99999-001-SPD0000139-0006	Pure Storage Inc
99999-001-SPD0000139-0007	Paramount Software Solutions

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Enterprise Infrastructure	**99999-SPD0000139**	99999-001-SPD0000139-0001

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
DELL MARKETING L.P.
(hereafter called Contractor)

2. Contract to Begin: NOVEMBER 9, 2018 | Date of Completion: NOVEMBER 8, 2021 | Renewals: 7 ANNUAL RENEWALS

3. Performance Bond, if any: | Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency: | Authorized Person to Receive Contract Notices for Contractor:

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Goods and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response (Attachments B, C, D, E, G, H, I)**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Dell Marketing L.P.

By *(Authorized Signature)*
Charlene S. Wilkinson

Date Signed
8/27/2018

Printed Name and Title of Person Signing
Charlene L. Wilkinson, Public Contracts Manager

Address
One Dell Way, MS RR8-35, Round Rock, TX 78682

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*
Janet Pytelewski

Date Signed
Nov. 8, 2018

Printed Name and Title of Person Signing
Janet Pytelewski, Deputy State Purchasing Officer

Address
200 Piedmont Ave, Suite 1308 West Tower Atlanta GA 30334

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Enterprise Infrastructure	**99999-SPD0000139**	99999-001-SPD0000139-0002

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Hewlett Packard Enterprise
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
NOVEMBER 9, 2018	NOVEMBER 8, 2021	7 ANNUAL RENEWALS

3. Performance Bond, if any:	Other Bonds, if any:
N/A	**N/A**

4. Authorized Person to Receive Contract Notices for Agency:	Authorized Person to Receive Contract Notices for Contractor:
Tetchian Simpson	**Heather Grimsley**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Goods and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Hewlett Packard Enterprise Company

By *(Authorized Signature)*	Date Signed
Heather Grimsley	09/04/2018

Printed Name and Title of Person Signing
Heather Grimsley, Contract Negotiator

Address
3000 Hanover Street, Palo Alto, CA 94304-1185

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*	Date Signed
Janet Rytelewski	Nov. 8, 2018

Printed Name and Title of Person Signing
Janet Rytelewski, Deputy State Purchasing Officer

Address
200 Piedmont AVE SE West Tower, Suite 1308, Atlanta GA 30334

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Enterprise Infrastructure	99999-SPD0000139	99999-001-SPD0000139-0003

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
LENOVO GLOBAL TECHNOLOGY (UNITED STATES) INC. (hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
NOVEMBER 9, 2018	NOVEMBER 8, 2021	7 ANNUAL RENEWALS

3. Performance Bond, if any: Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency: Authorized Person to Receive Contract Notices for Contractor:

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment J: Contract Terms and Conditions for Goods and Ancillary Services
Attachment A: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response (Attachments B, C, D, E, G, H, I)**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
LENOVO GLOBAL TECHNOLOGY (UNITED STATES) INC.

By *(Authorized Signature)*	Date Signed

Printed Name and Title of Person Signing
TIMOTHY LINK SALES DIRECTOR

Address
1009 THINK PLACE, MORRISVILLE, NC 27560

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*	Date Signed
Janet Pytlewski	NOV. 8, 2018

Printed Name and Title of Person Signing
Janet Pytlewski, Deputy State Purchasing Officer

Address
200 Piedmont Ave SE, Suite 1308 West Tower, Atlanta, GA 30334

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Enterprise Infrastructure	**99999-SPD0000139**	99999-001-SPD0000139-0004

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
EMC Corporation
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
NOVEMBER 9, 2018	NOVEMBER 8, 2021	7 ANNUAL RENEWALS

3. Performance Bond, if any: Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency: Authorized Person to Receive Contract Notices for Contractor: **legalnotices@dell,com; Rita Roles rita.roles@dell.com**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Goods and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
EMC Corporation

By *(Authorized Signature)*	Date Signed
	9/21/18

Printed Name and Title of Person Signing
Loretta Ortman, Sr Contracts Manager

Address
176 South Street, Hopkinton MA

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*	Date Signed
	Nov. 8, 2018

Printed Name and Title of Person Signing
Janet Pytelewski, Deputy State Purchasing officer

Address
200 Piedmont Ave SE, Suite 1308 West Tower, Atlanta, GA 30334

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Enterprise Infrastructure	99999-SPD0000139	99999-001-SPD0000139-0005

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services (hereafter called Agency)

Contractor's Name
NetApp, Inc. (hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
NOVEMBER 9, 2018	NOVEMBER 8, 2021	7 ANNUAL RENEWALS

3. Performance Bond, if any: Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency: Authorized Person to Receive Contract Notices for Contractor:
Attn: Legal Dept

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract for Goods and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. NetApp, Inc.
Contractor

Contractor's Name *(if other than an individual, state whether a corporation, partnership, etc.)*
Mary Jo Dorr

By *(Authorized Signature)*	Date Signed
Mary Jo Dorr, Controller	09/18/18

Printed Name and Title of Person Signing
1395 Crossman Ave.

Address
Sunnyvale, CA 94089

7.
Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*	Date Signed
Janet Pytelewski	November 8, 2018

Printed Name and Title of Person Signing
Janet Pytelewski, Deputy State Purchasing Officer

Address
200 Piedmont Ave SE, Suite 1308 West Tower, Atlanta, GA 30334

Revised 02/11/11 SPD-SP006

DocuSign Envelope ID: 62BB375C-83FD-4A9A-9105-1B10A0B437CE

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Enterprise Infrastructure	99999-SPD0000139	99999-001-SPD0000139-0006

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Pure Storage, Inc.
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
NOVEMBER 9, 2018	NOVEMBER 8, 2021	7 ANNUAL RENEWALS

3. Performance Bond, if any:	Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency:	Authorized Person to Receive Contract Notices for Contractor:
	Kim Bradbury kim.bradbury@purestorage.com 301-717-9968

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment J: Contract Terms and Conditions for Goods and Ancillary Services
Attachment A: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response (Attachments B, C, D, E, G, I)**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Pure Storage, Inc.

By *(Authorized Signature)*	Date Signed
Gary Newgaard	August 17, 2018

Printed Name and Title of Person Signing
Gary Newgaard, Group VP, Public Sector Sales

Address
650 Castro Street, Mt. View, CA 94041

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*	Date Signed
	November 8, 2018

Printed Name and Title of Person Signing
Janet Rykowski, Deputy State Purchasing Officer

Address
200 Piedmont Ave. SE, Suite 1308 West Tower, Atlanta, GA 30334

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Enterprise Infrastructure	SPD0000139	99999-001-SPD0000139-0007

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Paramount Software Solutions, Inc.,
(hereafter called Contractor)

2. Contract to Begin: NOVEMBER 9, 2018 | Date of Completion: NOVEMBER 8, 2021 | Renewals: 7 ANNUAL RENEWALS

3. Performance Bond, if any: | Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency: | Authorized Person to Receive Contract Notices for Contractor: Pramod Sajja

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment J: Contract Terms and Conditions for Goods and Ancillary Services
Attachment A: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response (Attachments B, C, D, E, H)**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Paramount Software Solutions, Inc.,

By *(Authorized Signature)*

Date Signed
08/17/2018

Printed Name and Title of Person Signing
Pramod Sajja - President & CEO

Address
4030 Old Milton Parkway, Alpharetta GA 30005, USA

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*

Date Signed
12-6-18

Printed Name and Title of Person Signing
Lisa Eason Deputy Commissioner State Purchasing

Address

Griffin
Growing TOGETHER

City of Griffin, Georgia SH 8/12/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 8/9/24

FY25 Purchase Order No.
Bid/Quote No.
Vendor No.

Vendor Name & Address
SHI International Corp
ATTN: John Kearney
P.O. Box 952121
Dallas, TX 75395-2121
John_Kearney@SHI.com
Ph: 888-235-3871 Fax: 732-805-9669

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

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

Deliver to:
City of Griffin
ITC
4th Floor IT Dept
100 South Hill St.
Griffin, GA 30223
ATTN: Gibb Cotton
Phone: 678-692-0386 Fax:

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
VxRails Hardware Maintenance	101 - 1535 - 52 - 2200 - 0000	1		34,157.040	34,157.04
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

8/12/2024

COMMENTS: State Contract, will pay with AMEX

Totals: $ $ 34,157.04

FY25 Purchase Order

COG USE ONLY
PRICING METHOD:
Verbal / Phone
X Email/Mail/Fax
Bid / RFP #
Copy emailed to Supplier
Supplier Notified

COG USE ONLY
GIBB COTTON 8/9/2024
Dept / Requestor / Date

VAR 8/12/24
Department Mgr / Date

Purchasing / Date
Deborah M Gilbert 8 12 24
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

Pricing Proposal
Quotation #: 25175806
Created On: 8/9/2024
Valid Until: 9/1/2024

GA-City of Griffin

Gibb Cotton
100 South Hill Street
Attn: ITC – 4th Floor
Griffin, GA 30223
United States
Phone: (770) 233-2928
Fax:
Email: gcotton@cityofgriffin.com

Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Dell ProSupport Renewal - 4-Hour 7x24 Onsite Service, Technical Support & Assistance, and Maintenance (VxRail P570d / VxRail V570d) - OS10 Enterprise Software Support Maintenance (EMC Networking S5224-ON Kit) Dell - Part#: 3000179409738.3 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Serial #: GVDV673 / GVDR673 / GVDW673 / GVDT673 / GVDS673 / 699PY03 / 279PY03 Coverage Term: 11/22/2024 – 11/21/2025 **Note**: Dell ProSupport Renewal for VxRail P570d / VxRail V570d and EMC Networking S5224-ON Switches	1	$34,157.04	$34,157.04

Subtotal	$34,157.04
Total	$34,157.04

Additional Comments

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 24 hours.

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Extended Services Quote Information	
Quote ID	[redacted]

Customer Information	
Date	[redacted]
Company Name	[redacted]
DUNS Customer ID	[redacted]
Contract Code #	[redacted]
Contract Number #	[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Dell Extended Services Details

Current Equipment Information

Model	Agreement ID	SKU	Model	Product Ship To	Product Address To City	Product Ship To State	Product Ship To Country	LOB or Family	Ship Date	Service Contract Expiration	Service Contract Description
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Pricing Proposal
Quotation #: 25175806
Created On: 8/9/2024
Valid Until: 9/1/2024

GA-City of Griffin

Gibb Cotton
100 South Hill Street
Attn: ITC – 4th Floor
Griffin, GA 30223
United States
Phone: (770) 233-2928
Fax:
Email: gcotton@cityofgriffin.com

Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Dell ProSupport Renewal - 4-Hour 7x24 Onsite Service, Technical Support & Assistance, and Maintenance (VxRail P570d / VxRail V570d) - OS10 Enterprise Software Support Maintenance (EMC Networking S5224-ON Kit) Dell - Part#: 3000179409738.3 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Serial #: GVDV673 / GVDR673 / GVDW673 / GVDT673 / GVDS673 / 699PY03 / 279PY03 Coverage Term: 11/22/2024 – 11/21/2025 **Note:** Dell ProSupport Renewal for VxRail P570d / VxRail V570d and EMC Networking S5224-ON Switches	1	$34,157.04	$34,157.04

Subtotal	$34,157.04
Total	$34,157.04

Additional Comments

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 24 hours.

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of six mobile, in-car radios from Motorola Solutions Inc., State Contract, in the amount of $30,883.56. *Captain Daniel Jett will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the six mobile in-car radios will replace out dated and aging mobile radios that have been in use for over 15 years. These items are being purchased under State Contract Number 99999-SPD-T20250623-0002.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This is a budgeted purchase for FY25.

Submitted By:
Daniel Jett

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Motorola Solutions P.O..pdf
Motorola Solutions Quote.pdf

Griffin
Growing TOGETHER

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

S-H 8-1-24

DATE: 7/31/24

FY25 Purchase Order No.

Bid/Quote No. 2732204

Vendor No.

Vendor Name & Address

Motorola Solutions
Attn: Parks McIntosh
P.O. Box 404059
Atlanta, Ga 30384

parks.mcintosh@motorolasolutions.com
Ph: 470-927-2457 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:

City of Griffin
Police Department
234 Hill Street
Griffin, GA 30223

ATTN: Captain Daniel Jett
Phone: 770-231-0684 Fax:

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Motorola APX 4500 Mobile Radio	101 - 3220 - 54 - 2200 - 0000	6	ea	5,147.260	30,883.56
	- - - -				
	- - - -				
8-2-2024	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #: CP2025-3220-6-1	901 - 0000 - 13 - 1101 - 0000	enter debit/credit amounts in			-30,883.56
(DISTRIBUTION & $$)	901 - 3200 - 11 - 7401 - 0000	the extended totals column			30,883.56
COMMENTS: Ga State Contract 99999-SPD-T20250623-0002			Totals: $	$	30,883.56

FY25 Purchase Order

COG USE ONLY

PRICING METHOD:

Verbal / Phone

X Email/Mail/Fax

Bid / RFP #

Copy emailed to Supplier

Supplier Notified

COG USE ONLY

Police 7-31-24 7/31/24
Dept / Requester / Date

Police 7-31-24
Department Mgr / Date

Purchasing / Date

Deborah M Gilbert 8.2.24
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

3

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.

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

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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

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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.

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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.

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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.

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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.

MOTOROLA SOLUTIONS

QUOTE-2732204

07/29/2024

GRIFFIN POLICE DEPT, CITY OF
P O BOX T
GRIFFIN, GA 30224

RE: Motorola Quote for Griffin Police: 10 APX 4500 Radios
Dear D. Jett,

Motorola Solutions is pleased to present GRIFFIN POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GRIFFIN POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Parks McIntosh at Parks.McIntosh@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Parks McIntosh
Account Executive

MOTOROLA SOLUTIONS

QUOTE-2732204
Griffin Police: 10 APX 4500 Radios

Billing Address:
GRIFFIN POLICE DEPT, CITY OF
P O BOX T
GRIFFIN, GA 30224
US

Quote Date:07/29/2024
Expiration Date:10/27/2024
Quote Created By:
Parks McIntosh
Account Executive
Parks.McIntosh@
motorolasolutions.com
470-927-2457

End Customer:
GRIFFIN POLICE DEPT, CITY OF
D. Jett
djett@cityofgriffin.com
+1.770.229.6425

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	6	$2,117.44	$1,503.38	$9,020.28
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	6	$216.00	$216.00	$1,296.00
1b	GA00580AA	ADD: TDMA OPERATION	6	$495.00	$351.45	$2,108.70
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	6	$327.00	$232.17	$1,393.02
1d	G843AH	ADD: AES ENCRYPTION AND ADP	6	$523.00	$371.33	$2,227.98
1e	GA00804AA	ADD: APX O2 CH (GREY)	6	$541.00	$384.11	$2,304.66
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	$0.00	$0.00	$0.00
1g	W22BA	ADD: STD PALM MICROPHONE APX	6	$79.00	$56.09	$336.54
1h	QA09113AB	ADD: BASELINE RELEASE SW	6	$0.00	$0.00	$0.00
1i	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	6	$110.00	$78.10	$468.60
1j	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	6	$2,277.00	$1,616.67	$9,700.02

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc., 500 West Monroe, United States - 60661 – #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G831AD	ADD: SPKR 15W WATER RESISTANT	6	$66.00	$46.86	$281.16
1l	W969BG	ENH: MULTIKEY OPERATION	6	$363.00	$257.73	$1,546.38
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	6	$47.00	$33.37	$200.22

Grand Total $30,883.56(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request for a Special Use Permit for a Place of Assembly for property located at 1025 South Hill Street.
Director of Planning and Development, Michelle Haynes, will address.

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Steve Trawick, is seeking approval of a Special Use Permit for a Place of Assembly at 1025 South Hill Street. This address is owned by the Kiwanis Club of Griffin Foundation, Inc and is the location of the Kiwanis Fairgrounds. This parcel is in the Institutional (INST) zoning district and is also within the Airport Overlay District (AOD). A Place of Assembly is only permitted in Institutional and the Airport Overlay District through the approval of a Special Use Permit.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (24-SUP-04) submitted by Steve Trawick to allow for a Special Use Permit for a Place of Assembly located at 1025 South Hill Street.

Since there was not a quorum for the Planning and Zoning Board meeting on Monday August 19, 2024, only staff recommendation is forwarded to the Board of Commissioners for review and consideration.

Article 303 F. - Quorum. Three present and voting members of the planning and zoning board shall constitute a quorum. A failure of the planning and zoning board to have a quorum present and voting or a voting decision resulting in a tie shall constitute the staff recommendation being forwarded to the board of commissioners for review and consideration.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 1025 S Hill St.pdf
1025 S Hill Street SU Staff Report.pdf

11029

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

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: 6-14-24 Application Number: 24-SUP-04

Applicant/Agent/Representatives Name: Steve Trawick

Address: 1025 South Hill Street

City: Griffin State: GA Zip: 30224

Telephone Number(s): 404-788-9403 Email: strawick@bellsouth.net

Project Name/ Description: Kiwanis Club of Griffin Foundation, Inc.

Address: 1025 South Hill Street

Parcel Number(s): 047A01003 Current Zoning: INST Parcel(s) Size: ±14.97 acres

FLUM/Character Area _____ Unified Development Code Section: _____

Property Owner Name: Kiwanis Club of Griffin Foundation, Inc.

Address: 1025 South Hill Street

City: Griffin State: GA Zip: 30224

Telephone Number(s): 404-788-9403 Email: strawick@bellsouth.net

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

William S. Trawick
Printed Name

6-10-2024
Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

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. *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.*

   The uses of the properties immediately adjacent to the subject property include the Griffin-Spalding County Airport and the National Guard Armory. The properties on the east side of South Hill Street across from the subject property are residential in nature (Hillandale Subdivision and Southridge Townhomes). The building has been in operation as the weekly meeting location for the Kiwanis Club of Griffin and as a banquet hall since construction was completed in 2010. Continued use of the facility for these purposes has not and will not be detrimental to the use of the adjacent properties and will not adversely affect the health, safety, or general welfare of citizens in the general neighborhood. Functions for the club and rental uses as a banquet hall are held inside the building and do not create loud noise or other nuisances which might disturb neighboring properties. In addition, the building was constructed while the property was owned by the City of Griffin, and ownership was transferred to the Griffin-Spalding County Airport Authority in late 2014. The proposed uses of the building were known to the City of Griffin when construction of the building was allowed, and the Griffin-Spalding Airport Authority had full knowledge of the ongoing use from the time it accepted ownership until the property was sold to the Kiwanis Club of Griffin Foundation, Inc. in 2020.

   The use of the open area of the property as a fairground has been in place for approximately 75 years (since 1948). The Kiwanis Club of Griffin Fair occurs annually over a period of nine days in late September/early October. Continued use of the property for this purpose will not negatively impact the adjacent properties. Use of the fairground for other purposes is vetted by the Kiwanis Club of Griffin to minimize noise or other nuisances which might disturb neighboring properties.

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.*

   This Request for Special Use is not a request for additional development of the subject property but for continued use of the property as it is currently developed. The property is currently of sufficient size to satisfy the space requirements for the existing uses.

3. *Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.*

   As discussed in Question 1, the adjacent property uses include the Griffin-Spalding County Airport and National Guard Armory. Other nearby uses include Spalding County's Airport Road Park, property owned and used by the Georgia Department of Transportation, and various commercial businesses. A residential subdivision and townhome development lie across South Hill Street from the subject property. Due to the normal use of the property as a civic club meeting location, banquet hall, and fairground, the proposed special use is a continuation of the well-established, consistent use of the property and is compatible with the other uses in the 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.*

   As discussed above, use of the building on the subject property as a civic club meeting place and banquet has been ongoing since 2010, and the Kiwanis Club of Griffin Fair has been held at this location since 1948. Regular uses of the building and property do not generate crowds of sufficient size to warrant a nuisance or hazard and do not adversely affect the public interest. Uses which generate larger crowds, such as the annual fair, are limited in duration and occur a minimal number of times throughout the year. Local law enforcement is involved in the fair and provides traffic control and security to promote the safety and well-being of attendees and the general public.

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.*

   If granted, this Request for Special Use will not allow a change in the use of the property but a continuation of the existing uses of the property which were established in 2010 for the building and in 1948 for the fairground. These uses were allowed by the Griffin-Spalding Airport Authority as the previous property owner until 2020, by the City of Griffin as the former property owner until 2014, and by Spalding County as the former property owner until 1988.

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.*

   Development of the property for its current uses as a civic club meeting location and banquet hall was allowed by the former property owner, the City of Griffin, with full knowledge of the intended uses. Development and permitting requirements imposed by the City of Griffin were satisfied, and the City allowed construction and occupation of the building for the intended uses. Development and use of the fairground and related parking areas on the subject property and adjacent property should be considered a currently existing use under Article 7, Paragraph 721 J of the ordinance.

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

- Name and position of Government Official:

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

$300.00 6/22/23

Applicant Signature

William S. Trawick
Printed Name

6/10/2024
Date

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 6-14-24 Application Number: 24-SUP-04

OWNER'S AUTHORIZATION

This is to certify that: William S. Trawick 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: William S. Trawick

Property Owner Signature	Printed Name	Date
Legal Representative Signature	William S. Trawick Printed Name	6/10/2024 Date

Jason B. Graham
Notary Signature

Seal:

Commission Expiration Date:

Jason B Graham
NOTARY PUBLIC
Spalding County, GEORGIA
My Commission Expires 07/23/2024

eFiled & eRecorded
DATE: 1/3/2022
TIME: 12:30 PM
PLAT BOOK: 00027
PAGE: 0409
RECORDING FEES: $10.00
PARTICIPANT ID: 6176929954
CLERK: Debbie t. Brooks
Spalding County, GA

THE UTILITIES SHOWN ON THIS PLAT WERE TAKEN FROM INFORMATION AVAILABLE AT THE TIME OF THE SURVEY AND MAY OR MAY NOT BE ACCURATE AS TO THE EXTENT AND OR LOCATION OF SAID UTILITIES.

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

We have "Certification" of control data "GPS-B&C" and (2) " and relative to positional uncertainty and adjoining surveys. We adhere to O.C.G.A. 15-6-67(b) and (c), shall record a plat of survey and to the best of our knowledge, belief and ability, we have performed a survey as shown hereon and complies with said O.C.G.A. Section 15-6-67, as the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in rules and regulations adopted by it pursuant to law. No certificate or guarantee, either expressed or implied.

Any survey

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67. In the event a conflict exists between these two sets of specifications, the requirements of law prevail.

REFERENCES & NOTES

CURRENT OWNER:
KIWANIS CLUB OF GRIFFIN FOUNDATION INC

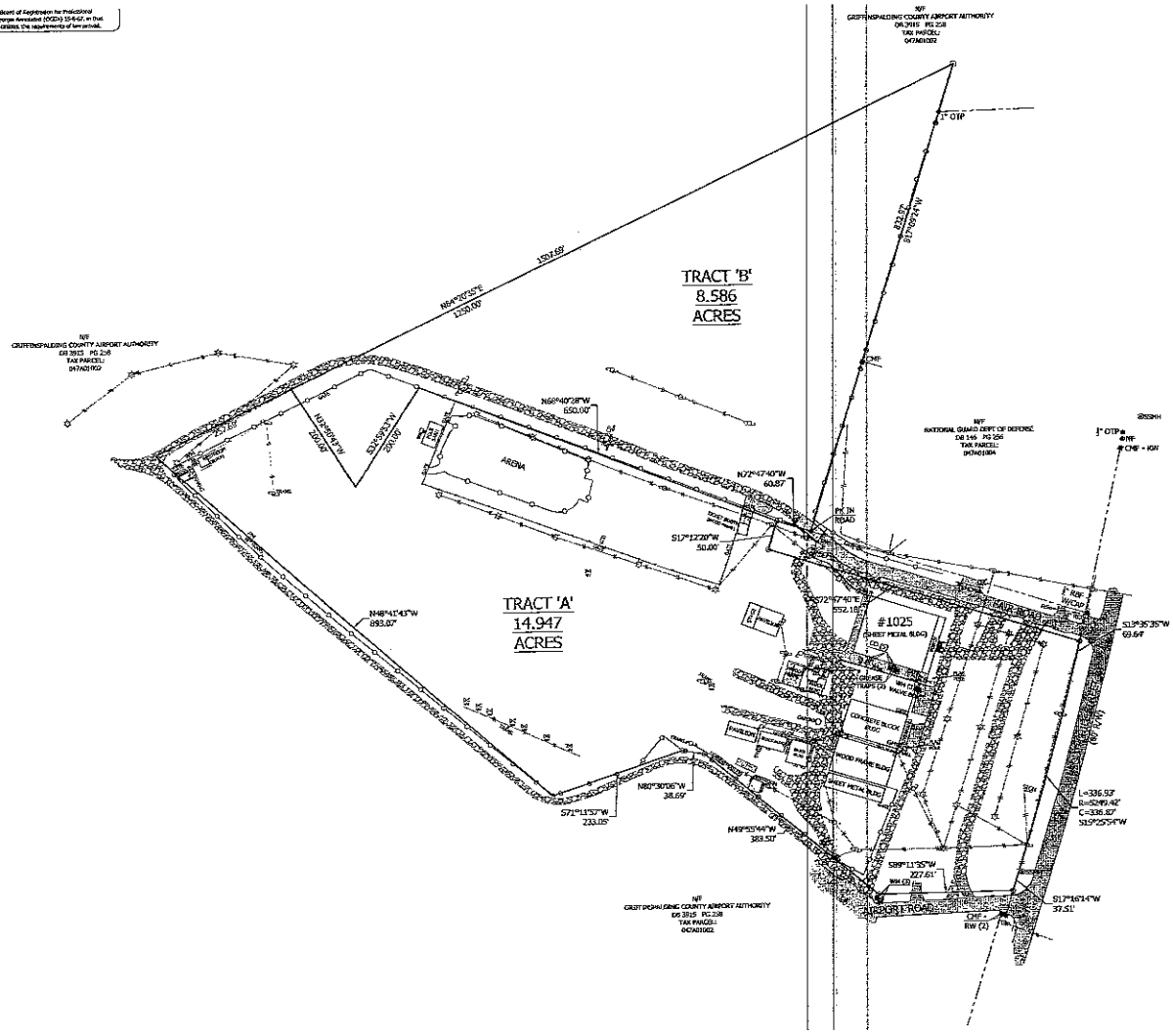
DEEDS:
DB 4562 PG 164

PARCEL IDs:
047A01063 & 047A01063A

ZONED: INST (INSTITUTIONAL)

THIS PROPERTY IS NOT IN A SUBDIVISION.
THIS PROPERTY IS NOT IN A FLOOD PLAIN.
THIS PROPERTY IS NOT IN A WETLAND. (PER NATIONAL WETLANDS INVENTORY MAP)
THIS PROPERTY DOES NOT HAVE BODIES OF WATER ON THE PROPERTY.
THIS PROPERTY IS IN A WATERSHED AREA.

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A 100 YEAR FLOOD HAZARD AREA PER FEMA, FIRM MAP 13255C0185D, DATED 5/3/2010.



WOOD FENCE LINE
SANITARY SEWER LINE
OVERHEAD POWER LINE
PROPERTY LINE
ADJACENT LOT LINE
LAND LOT LINE
ASPHALT AREA
CONCRETE AREA
GRAVEL AREA

Griffin

Department of Development Services

This is to certify that the property shown on this plat of survey:

has been subdivided or consolidated meets current zoning regulations

In accordance with the Ordinances of the City of Griffin and constitutes a zoning lot for development purposes.

Date: 1-3-2022

Zoning Administrator

Tract B non-buildable

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of the plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Mark A. Bozeman GA RLS 2422 Date

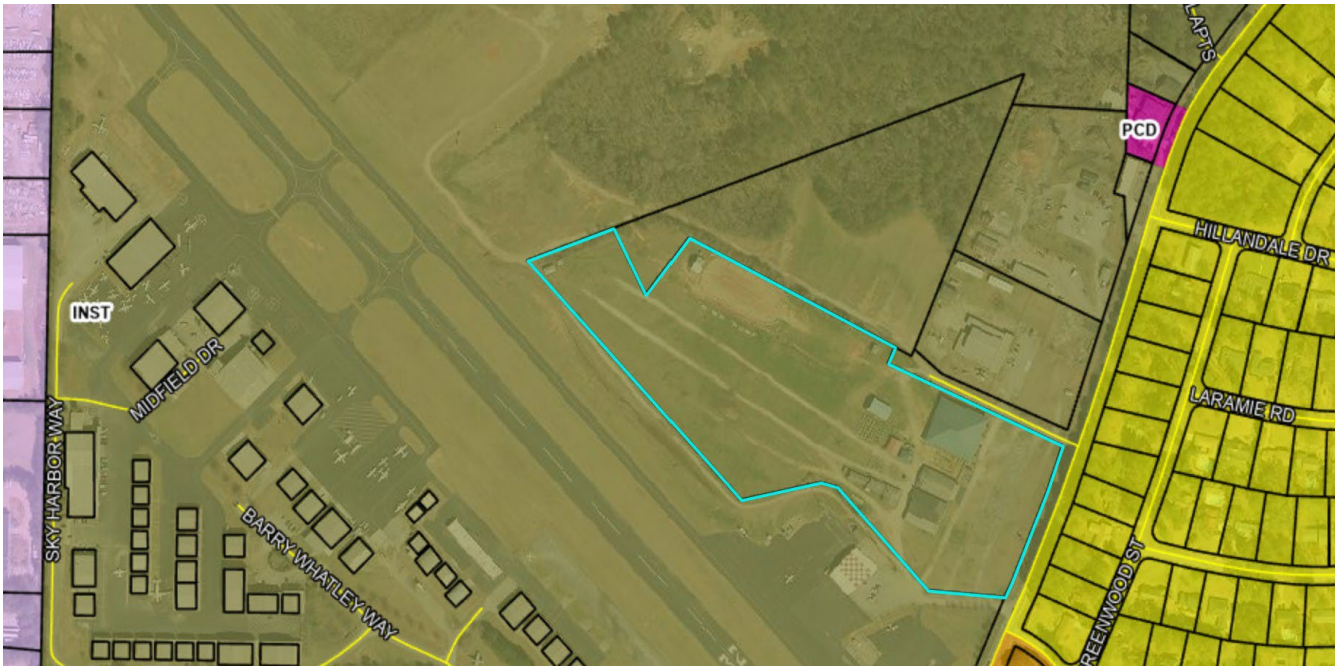
Permit #: 11027
Permit Type:
Address: 1025 S HILL ST
City:
State:
Zip: 30224
Owner: KIWANIS FAIR ASSOCIATION INC
Owner Address: 1025 S. HILL STREET
Owner City: GRIFFIN
Owner State: GA
Owner Zip: 30224
Owner Phone:
Owner Email:
Receipt #: 11325
Date: 06/20/2024
Paid By:
Description:
Payment Type: Check
Payment Type Description: 2859
Accepted By: Tracie Pryor

Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Commercial - Special Use	Zoning - Land Use Permit		0.00	350.00	350.00
				Total:	**$350.00**

1025 South Hill Street
Special Use Permit Request
File No. 24-SUP-04

Applicant: Steve Trawick
Owner: Kiwanis Club of Griffin Foundation, Inc



Land Use Classification	Commercial
Current Zoning	Institutional / Airport Overlay
Proposed Use	Commercial – Place of Assembly
Parcel Size	14.97 +/- Acres
Tax Map, Block and Lot No.	047A01003
Planning and Zoning Board	Abuhl Hughs District 4
City Commission	Charles Wright District 4
Citizen Notification	Legal notice was run in the July 27, 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 August 12, 2024

Proposal:

The applicant, Steve Trawick, is seeking approval of a Special Use Permit for a Place of Assembly at 1025 South Hill Street. This address is owned by the Kiwanis Club of Griffin Foundation, Inc and is the location of the Kiwanis Fairgrounds. This parcel is in the Institutional (INST) zoning district and is also within the Airport Overlay District (AOD). A Place of Assembly is only permitted in Institutional and the Airport Overlay District through the approval of a Special Use Permit.



Zoning Ordinance Sections applicable to this Application:

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

Article 406	Special Use Permit Provision
Article 408	Public Hearing
Article 716	Institutional

Article 406 Special Uses:

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

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

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

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

   FINDINGS: This use will not adversely affect existing property and uses. The property is just under fifteen acres. On the property, the building and fairgrounds are located over 200 feet from Hill Street. The property also meets the requirement of a special use as the lot is over two acres and has over 200 feet of street frontage.

   There is adequate parking for the use as almost 2 ½ of the 15 acres is reserved for parking. There are two driveways to provide ingress/egress onto South Hill St. Citizens will be able to safely enter and exit the parking lot.

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 Place of Assembly is compatible with the adjacent properties and land uses within the area. The uses of the properties immediately adjacent to the subject property include the Griffin-Spalding County Airport and the National Guard Armory. Both of these properties are also within the Institutional District and the Airport Overlay District.

   The building has been in operation as the weekly meeting location for the Kiwanis Club of Griffin and as a banquet hall since construction was completed in 2010. The open area on the property is used as a fairground. The Kiwanis Club of Griffin hosts the fair annually. The fair lasts nine days and will be in Griffin in late September or early October. Use of the fairgrounds for other purposes is vetted by the Kiwanis Club of Griffin to minimize noise or other nuisances which might disturb neighboring properties.

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. There is adequate parking and all parking is off-street. Emergency vehicles will have easy access to the location and building should anyone 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 Place of Assembly is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code. The property is larger than 2 acres and there is more than 200 feet of street frontage.

Planning Staff's Comments:

The applicant, Steve Trawick, is seeking approval of a Special Use Permit for a Place of Assembly at 1025 South Hill Street. This address is owned by the Kiwanis Club of Griffin Foundation, Inc and is the location of the Kiwanis Fairgrounds. This parcel is in the Institutional (INST) zoning district and is also within the Airport Overlay District (AOD). A Place of Assembly is only permitted in Institutional and the Airport Overlay District through the approval of a Special Use Permit.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** of the Special Use Permit (24-SUP-04) submitted by Steve Trawick to allow for a Special Use Permit for a Place of Assembly located at 1025 South Hill Street.

Submitted by:
Michelle Haynes, Director
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request for variance from the minimum lot size, minimum setbacks, and minimum heated floor area per dwelling unit requirements for the lot combination of 162 and 164 Melton Street. *Director of Planning and Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Brian Wesley, is requesting a variance for Article 706 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling. Mr. Wesley would like to combine 162 and 164 Melton Street to create a larger lot and then plans to build a 1650 square foot house. Currently, 162 Melton St. is approximately .14 +/- acres and 164 Melton St. is approximately .21 +/- acres. The new parcel will be a 0.36 +/- acre tract of land. The proposed parcel and house do not meet the following minimum requirements: lot size, setbacks, and heated floor area per dwelling unit for the Low-Density Residential B zoning district. A variance is required to create the new parcel and to build a house less than 1800 heated square feet.

STAFF RECOMMENDATION:

Planning & Development staff recommends APPROVAL of the variance request (24–VAR-02) from the minimum lot size, minimum setbacks, and the minimum heated floor area per dwelling unit requirements for the lot combination of 162 & 164 Melton Street submitted by Brian Wesley.

FINANCIAL IMPACT:

N/A

Submitted By:
Michelle Haynes,MPA

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Application; 162 & 164 Melton St.pdf
162 & 164 Melton St. VAR Staff Report.pdf

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02(A)

Instructions for Applicant:

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

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

Variance Application Submission Requirements:

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

CITY ACTIONS:

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

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

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02 (A)

Applicant/Agent/Representatives Name: Brian Wesley. Meredith Homes Inc

Address: PO Box 5709

City: Forsyth State: GA Zip: 31029

Telephone Number(s): 7067269994 Email: Brian@meredithhomesinc.com

Project Name/ Description: 162 and 164 Melton St - lot combination

Address: Melton St Griffin GA 30223

Parcel Number(s): 01GA01001 01GA01002 Current Zoning: LDRB Parcel(s) Size: 0.360 acres total (15,710 sf)

lot melton is 0.21 acres

UDC Section to be Varied 162 melton is 0.14 acres

Property Owner Name: Equity Trust Company Custodian FBO Sarah Christine Mehring IRA

Address: 403 Blackburn Ln

City: Peachtree City State: GA Zip: 30269

Telephone Number(s): 6783003752 Email: christy@thercalestatejungle.com

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

Sarah C Mehring 4/26/24

Applicant Signature Printed Name Date

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02 (A)

Project Name/ Description: 162/164 Lot Combination
Address: Melron ST Griffin GA 30223
Parcel Number(s): 019A01001 Current Zoning: LDRB Parcel(s) Size: Combined .360 acres.
019A01002

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

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

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

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02 (A)

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

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

This application is for a lot combination of 162 and 164 Melton St - variance request for both a change in setbacks, minimum lot area and the required square footage of a Single Family Residence.
It is not feasible to put a house as far back as the current zoning ordinance suggests- the home would not keep in line with surrounding homes. As far as 1800 square feet for a new dwelling unit- the home would be too large to fit on the lots combined, much less individually. The average square footage of homes within 400' on both Dewey and Melton Street is 1041 sf, and predominantly one story. These lots are too small to build a single home on each with the current zoning ordinance, and deliver a home that is in-line with what buyers are willing to pay for this in-fill area. We would like to build 1 home with the 2 lots combined. The heated square footage is 1300 and it is a one story with a single car garage. The lot size proposed is 0.360 acres (15,710 sf). There is no other land adjoining these properties that is vacant- so no more land to add on. Granting these variance requests to encourage residential infill to foster construction on undeveloped/non-conforming lots would bring in additional tax dollars to Griffin rather than these 2 pieces of land remaining vacant.

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24- VAR- 02 (A)

OWNER'S AUTHORIZATION

This is to certify that: Sarah C Mehring 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: Brian Wesley

Property Owner Signature	Printed Name	Date
	Equity Trust Company Custodian FBO Sarah C Mehring IRA	6/6/24
N/A		
Legal Representative Signature	Printed Name	Date

Notary Signature

Seal

TRACIE PRYOR
NOTARY PUBLIC
PIKE COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 08, 2027

Commission Expiration Date: June 8, 2027

Griffin

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR VARIANCE

Date Received: 6-6-2024 Application Number: 24-VAR-02-(A)

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

Sarah Carlning 4/26/24

Printed Name Date

RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

GP = GUIDE POLE	WOODEN POWER POLE
PP = POWER POLE	EX. OVERHEAD POWER LINES
POB = POINT OF BEGINNING	EX. FENCE
D.B. = DEED BOOK	EX. WATER METER
P.B. = PLAT BOOK	EX. WATER VALVE
PG. = PAGE	EX. BUILDING
N/F = NOW OR FORMERLY	EX. ASPHALT
EX. = EXISTING	EX. CONCRETE
R/W = RIGHT OF WAY	
CTP = CRIMP TOP PIPE	
OTP = OPEN TOP PIPE	
IPS = IRON PIN SET (#4 REBAR)	
CMP = CORRUGATED METAL PIPE	
RCP = REINFORCED CONCRETE PIPE	

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 45,037 FEET AND AN ANGULAR ERROR OF 0.02" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

EQUIPMENT USED: GEOMAX ZOOM 95 ROBOTIC
SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION; AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

FLOOD STATEMENT
AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A. THIS PROPERTY IS NOT LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA AS PER COMMUNITY PANEL NUMBER 13255C0090E DATED: JUNE 7, 2017

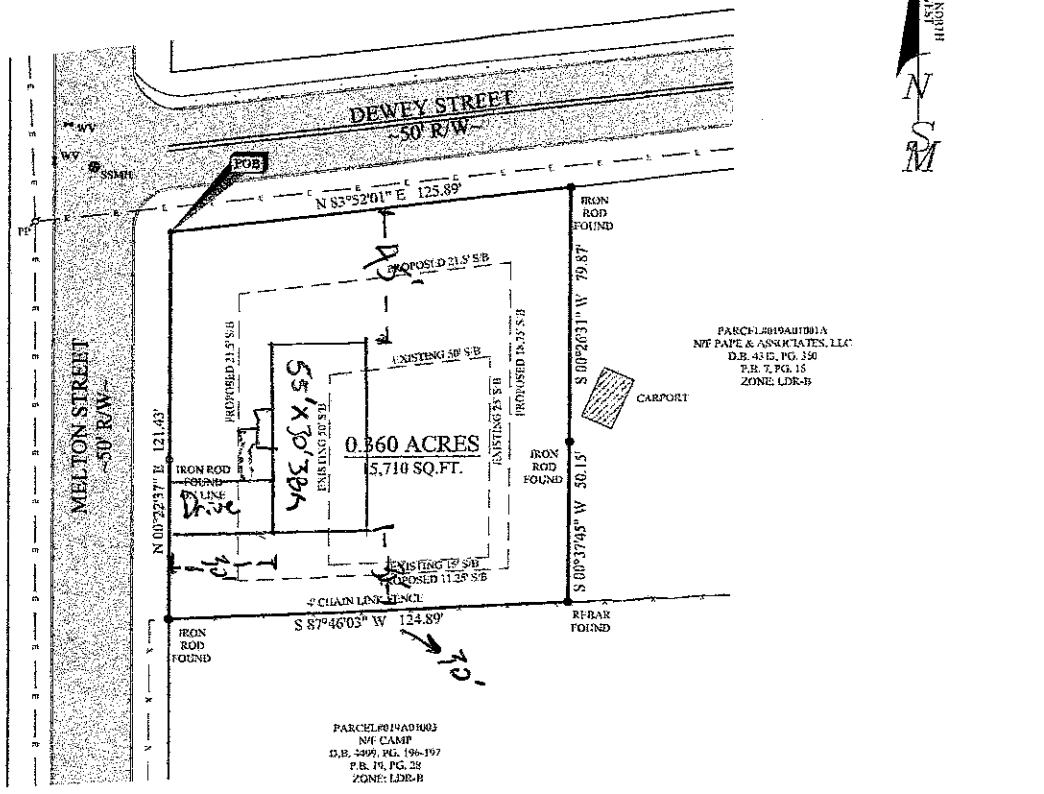
SURVEYORS CERTIFICATION:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certification, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L. MILLER

T. L. Miller 03-15-2024

Tim L. Miller GA. R.L.S. # 3150 Date:



SURVEY ORDERED BY: CHRISTY MEHRING
FIELDWORK COMPLETED ON: 03-11-2024
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

GENERAL NOTES:

PARCEL: 019A01002
ADDRESS: 162 MELTON STREET
GRIFFIN, GA. 30223

REFERENCES: D.B. 5211, PG. 342-344
FILED/RECORDED: MARCH 4, 2024
P.B. 7, PG. 15
FILED/RECORDED: MARCH 26, 1965

PARCEL: 019A01001
ADDRESS: 164 MELTON STREET
GRIFFIN, GA. 30223

REFERENCES: D.B. 5211, PG. 341-342
FILED/RECORDED: MARCH 4, 2024
P.B. 7, PG. 15
FILED/RECORDED: MARCH 26, 1965
P.B. 7, PG. 461
FILED/RECORDED: JULY 9, 1968

AREA: 0.360 ACRES/ 15,710 SQ. FT

ZONED: LDR-B
MINIMUM LOT AREA= 21,780 SQ. FT.
MINIMUM HEATED FLOOR AREA=1,800 SQ. FT. (PROPOSED 1,841 SQ. FT.)
MINIMUM LOT WIDTH: 80'
MAXIMUM LOT COVERGE BY IMPERVIOUS SURFACE: 35%
FRONT SETBACK: 50' (PROPOSED 21.5')
REAR SETBACK:25' (PROPOSED 18.75')
SIDE SETBACK: 15' (PROPOSED 11.25')

SEWER AND WATER AS PER SPALDING COUNTY

0' 30' 60' 90'

GRAPHIC SCALE = FEET

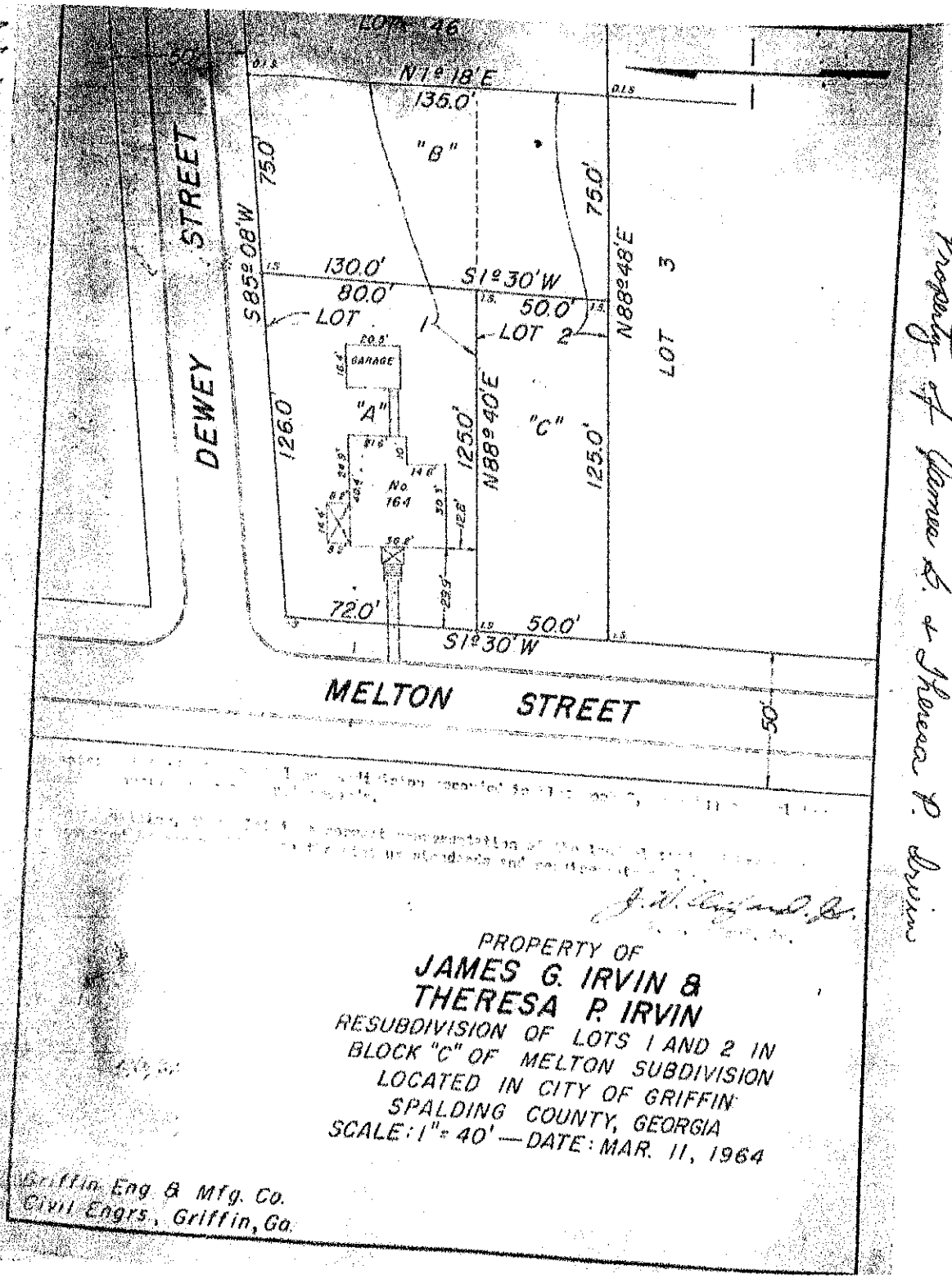
SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www."sibleysurveying.com"

*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY COMBINATION SURVEY FOR:

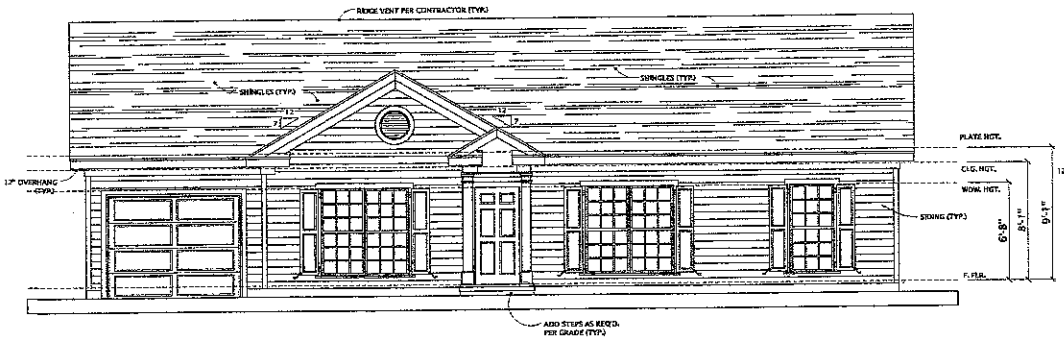
EQUITY TRUST COMPANY
CUSTODIAN FBO SARAH CHRISTINE MEHRING IRA
162 AND 164 MELTON STREET
MELTON SUBDIVISON BLOCK "C"
0.360 ACRES
LAND LOT 177, 2nd. DISTRICT
CITY OF GRIFFIN
SPALDING COUNTY, GEORGIA

PROJECT #:	B24013
	COMBINATION SURVEY
DRAWN BY:	PWF
CHECKED BY:	TLM/KB
SCALE:	1" = 30'
DATE:	03/15/2024
SHEET:	1 OF 1



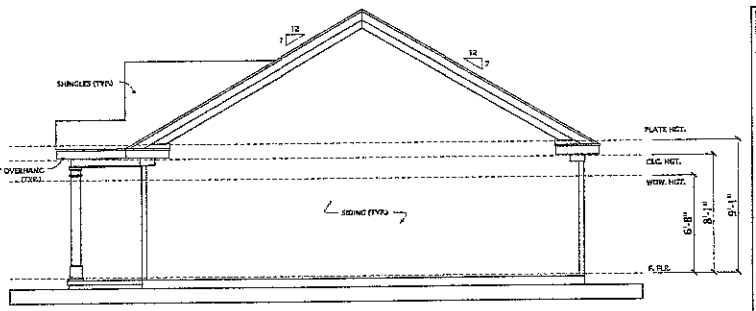
Property of James G. & Theresa P. Irvin

GRAPHIC SCALE 1/4" = 1'-0"



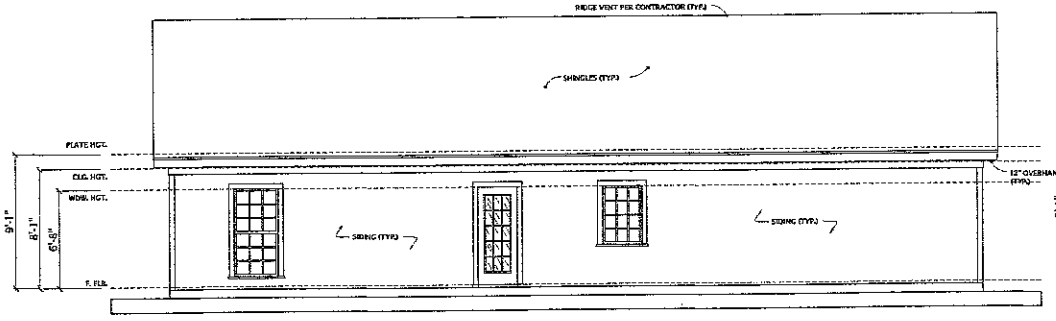
FRONT ELEVATION

SCALE 1/4" = 1'-0"



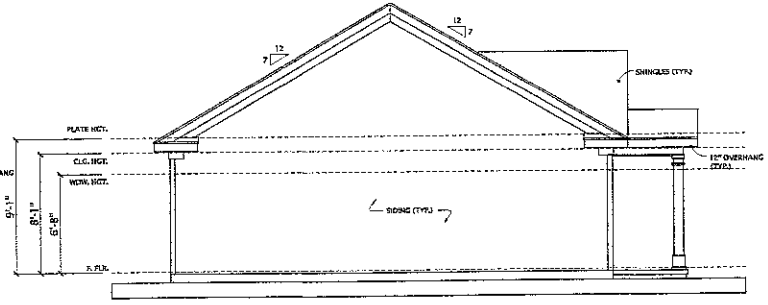
RIGHT ELEVATION

SCALE 1/4" = 1'-0"



REAR ELEVATION

SCALE 1/4" = 1'-0"



LEFT ELEVATION

SCALE 1/4" = 1'-0"

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

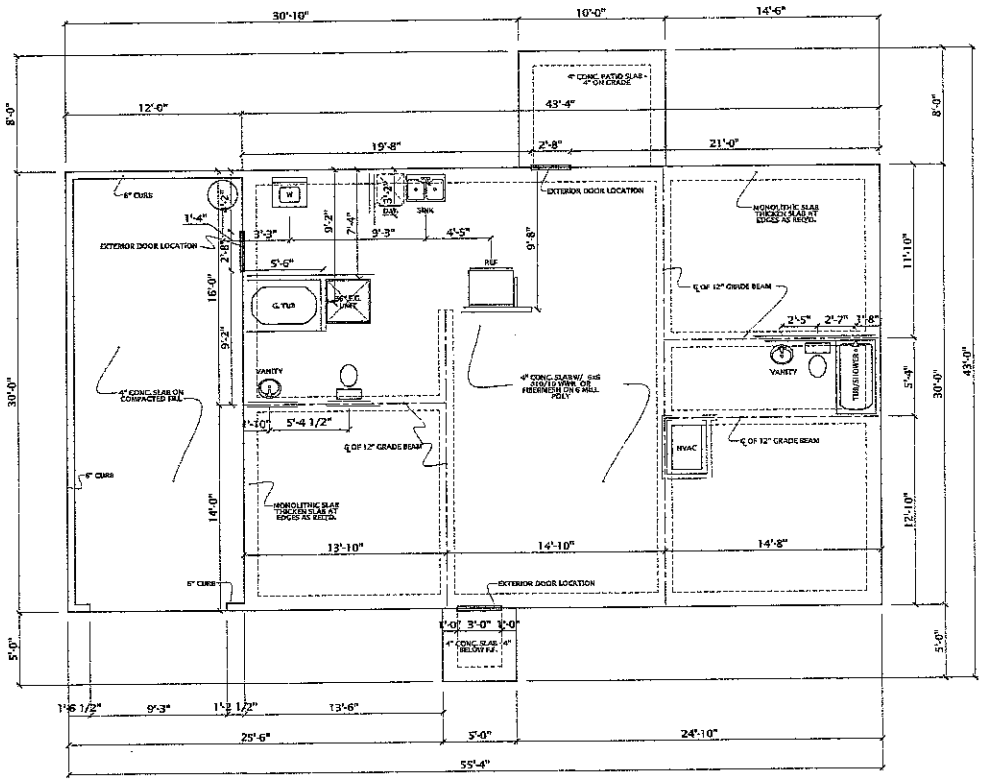
NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

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HOUSE PLANS INC.
CRAIG G. PEEL
P.O. BOX 267 EVANS, GEORGIA 30809 (706) 650-8283 www.craigpeel.com

MEREDITH HOMES

DATE/DATE: JANUARY 29, 2024
DESIGNED BY: CGP
DRAWN BY: WJW
SHEET TITLE: ELEVATIONS
PROJECT NUMBER: 1300
SHEET NUMBER: 1 OF 5



FOUNDATION PLAN

SCALE 1/4" = 1'-0"

GRAPHIC SCALE 1/4" = 1'-0"

FOUNDATION LEGEND

- SLAB STEP
- EXTERIOR DOOR LOCATION
- 12" GRADE BEAM
- VANITY
- TOILET
- TUB/SHOWER
- DISH WASHER
- KITCHEN SINK
- REF
- RANGE
- WASHER
- MONOLITHIC SLAB

NOTES:

1. DIMENSIONS TO OUTSIDE OF FOUNDATION.
2. CONTRACTOR TO FIELD DETERMINE FTG. SIZE. (WIDTH & DEPTH) DEPENDING ON SOIL CONDITIONS AND ALL BUILDING CODES.
3. IF TRUSSING ROOF GRADE BEAMS TO BE PLACE PER MANUFACTURE'S REQUIREMENTS.
4. CONTRACTOR TO ADD BRICK/STONE PER ELEVATIONS. ADJUSTMENTS TO BE MADE IN THE FIELD.

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

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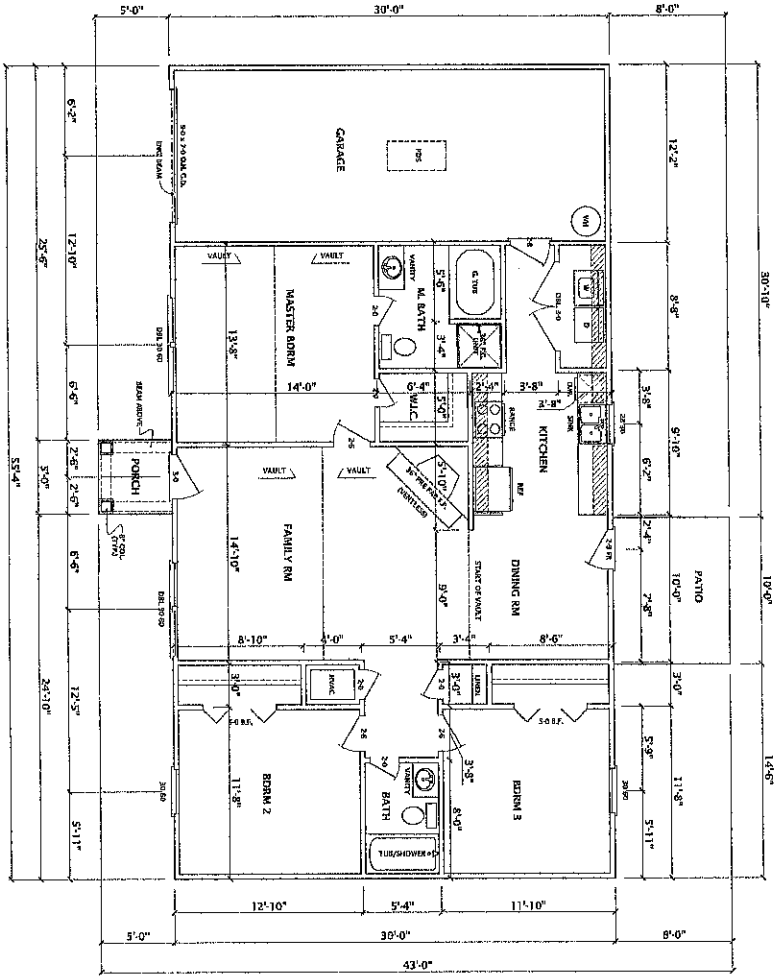
MEREDITH HOMES

DATE PLOTTED: JANUARY 29, 2024

DESIGNED BY: CGP DRAWN BY: WJW

SHEET TITLED: FOUNDATION

PROJECT NUMBER: 1300 SHEET NUMBER: 2 OF 5



FLOOR PLAN

SCALE 1/4" = 1'-0"

ESTIMATED SQUARE FOOTAGE	
FLOOR HTD.	1300 SQ. FT.
FRONT PORCH/STOOP	25 SQ. FT.
PATIO	88 SQ. FT.
GARAGE	360 SQ. FT.
TOTAL	1765 SQ. FT.

GRAPHIC SCALE 1/4" = 1'-0"

DRAWING DATE:	JANUARY 29, 2024
DRAWN BY:	CGP
REVISED:	WJW
FLOOR PLAN	
PLAN NUMBER:	1300
VERSION:	3 OF 5

MEREDITH HOMES

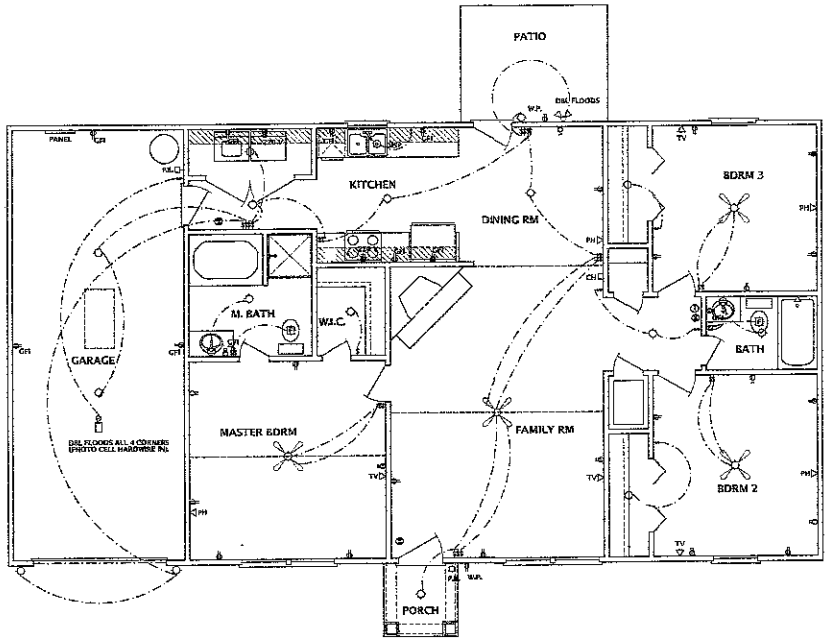
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REVISIONS

NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXXX



ELECTRICAL PLAN

SCALE 1/4" = 1'-0"

GRAPHIC SCALE 1/4" = 1'-0"

ELECTRICAL LEGEND	
CEILING FAN W/ LIGHT (PROVIDE ADEQUATE SUPPORT)	
CEILING FAN (PROVIDE ADEQUATE SUPPORT)	
WALL & CLG MOUNT LIGHT	
RECESSED LIGHT	
EXHAUST FAN W/ LIGHT	
EXHAUST FAN	
GARAGE DOOR OPENER	
SMOKE DETECTOR	
GARBAGE DISP.	GDP.
DUPLEX OUTLET	
WP DUPLEX OUTLET	W.P./GFI
GROUND-FAULT DUPLEX OUTLE	GFI
220 VOLT OUTLET	220 V
ELECTRICAL PANEL	PANEL
TELEPHONE OUTLET	PH
CABLE TV OUTLET	TV
LIGHT SWITCH	
PUSH BUTTON FOR DOOR CHIME	P.B.
DOOR CHIME	CH
THERMOSTAT	
DOUBLE FLOOD LIGHT	

NOTE:

1. ALL ELECTRICAL TO BE PLACED PER CODES. CONTRACTOR TO MAKE ADJUSMENTS IN THE FIELD AS REQ'D.
2. OUTLETS TO BE PER CODE AND PER CONTRACTOR'S SCORE OF WORK. OUTLETS AS SHOWN ARE REQUIRED LOCATIONS.

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

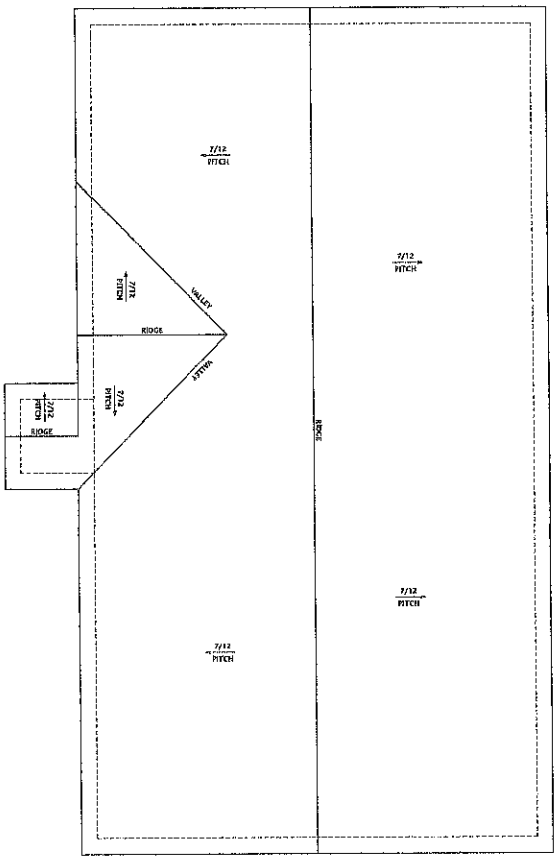
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MEREDITH HOMES

DATE/NOTES: REVISIONS

DATE: JANUARY 29, 2024
DESIGNED BY: CGP
DRAWN BY: WJW
SHEET TITLE: ELECTRICAL PLAN
PROJECT NUMBER: 1300
SHEET NUMBER: 4 OF 5



ROOF PLAN
SCALE 1/4" = 1'-0"

GRAPHIC SCALE 1/4" = 1'-0"

DRAWING DATE:	JANUARY 29, 2024
DRAWN BY:	WTW
SHEET TITLE:	ROOF PLAN
JOB NUMBER:	1300
SHEET NUMBER:	S OF5

CUSTOMER OR BUILDER:

MEREDITH HOMES

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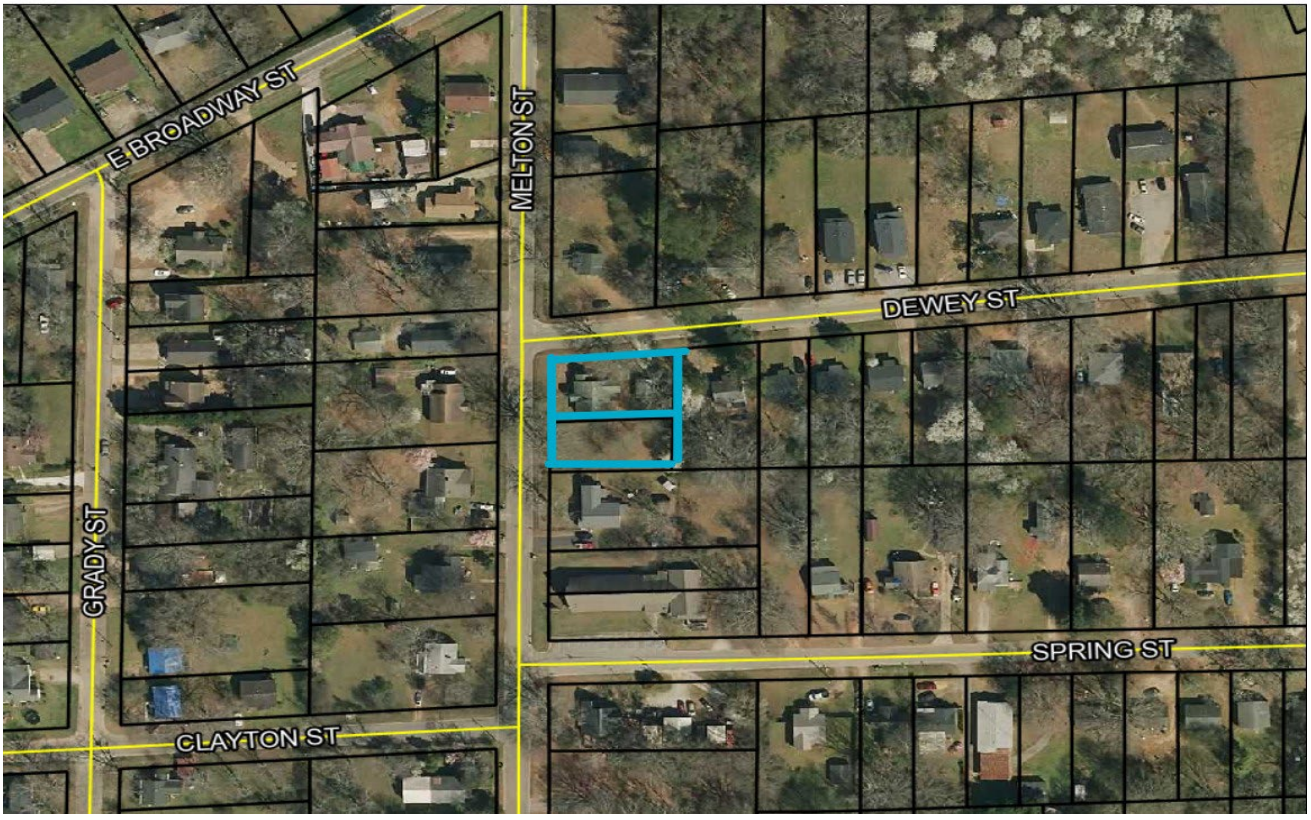
DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION
1	1/29/24	XXXXXXXXXXXX

Variance
162 & 164 Melton Street
Project No. 24-VAR-02

Applicant: Brian Wesley
Owner: Equity Trust Company Custodian FBO Sarah Christine Mehring IRA



Current Land Use Classification	Residential
Current Zoning	Low Density Residential B, LDR-B
Proposed Variance	Minimum lot size, minimum setbacks, and minimum heated floor area per dwelling unit requirements
Parcel Size	0.36 +/-
Map, Block & Lot Number	019A01002 and 019A01001
City Commission	August 27, 2024
District Commissioner Member	Rose Curtis
Citizen Notification	Legal Notice was run in the July 27, 2024 edition of the *Griffin Daily News* for the City Board of Commissioners Public Hearing. Signage was placed on the property illustrating the purpose, date and time of the meeting on July 25, 2024.

Proposal/Site Location:
The applicant, Brian Wesley, is requesting a variance for Article 706 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling. Mr. Wesley would like to combine 162 and 164 Melton Street to create a larger lot and then plans to build a 1650 square foot house. Currently, 162 Melton St. is approximately .14 +/- acres and 164 Melton St. is approximately .21 +/- acres. The new parcel will be a 0.36 +/- acre tract of land. The proposed parcel and house do not meet the following minimum requirements: lot size, setbacks, and heated floor area per dwelling unit for the Low-Density Residential B zoning district. A variance is required to create the new parcel and to build a house less than 1800 heated square feet.





Zoning Ordinance Sections applicable to this Application:
The following sections of the Unified Development Code apply to this variance request:

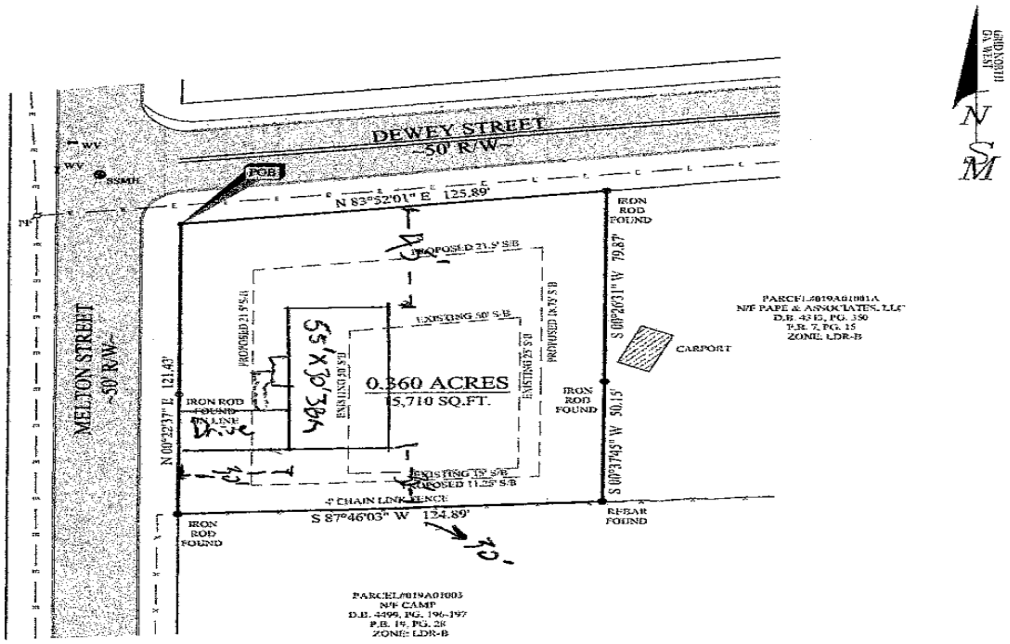
Article 410	Variance
Article 505	Nonconforming Uses and Structures
Article 706	Low Density Residential B (LDR-B)

Article 410, Variance Standards for Review:

1. **There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;**
   There are extraordinary and exceptional conditions pertaining to these particular properties as it relates to the size of each lot. Currently, 162 and 164 Melton St are legal nonconforming lots as both are smaller than the minimum lot size of .50 acres or one-half acre. Even though the new lot will not be conforming due to the size of the lot, the lot will be consistent with other lot

sizes in the area. The majority of the surrounding parcels are .40 +/- acres. The proposed lot will be .36 +/- acres.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
The application of Low-Density Residential B physical requirements would create a practical difficulty or unnecessary hardship with regards to the size of the proposed parcel. When a new lot is created, either by combination or division of the land, the newly formed lot(s) must meet the current zoning standards. To meet the minimum lot size requirement in LDR-B, a new lot must be at least 1/2 or .50 acres. Another minimum lot standard in LDR-B is the setback requirement. According to the site plan for the new house, the rear and side setbacks will be met. The front yard setback is the issue. The proposed parcel will be a corner lot; therefore, there are two front yard setbacks. The front yard setback for LDR-B is 50 feet. The new proposed front yard setback on Melton St is 30ft. and on Dewey St. is 45 ft.



House size is the other reason for the variance. A new house in LDR-B should have at least 1800 square feet of heated floor area for a single story house. The proposed house will be 1300 heated square feet and will have a single car garage for a total footprint of 1650 square feet. This is actually larger than many of the houses on Melton St and on Dewey St.

3. **Such conditions are peculiar to the piece of property involved.**
Such conditions are peculiar to the properties involved. Per infill regulations, the owner of 162 Melton St is permitted to place a house on the .14 acres. The house would be quite small and most, if not all, of the setbacks would need to be reduced. As for 164 Melton St, this parcel does not qualify for infill as there previously was a house on this lot. The house at this address was demolished in 2022 as part of the Nuisance Abatement Program. The size of this parcel is .21 acres and does not meet current zoning requirements. The parcel would be required to remain a vacant lot. The owner would like to combine the two lots so the new lot is closer in size to the other parcels in this area.

Planning Staff is aware of other properties within the LDR-B zoning district with similar issues as the proposed property. Within Griffin, many lots are platted below the LDR-B required one-half of an acre, since many were platted prior to the adoption of the current zoning in the City of Griffin. By combining the lots, the new lot will be consistent with the majority of the parcels in the area.

4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations, provided, however, that no Variance may be granted for a use of land or building or structure that is prohibited by this Ordinance.**
   If granted, the variance should not cause substantial detriment to the public good or create a negative impact on the surrounding properties. It is the intent of the Unified Development Code (UDC), Article 505, to eliminate non-conforming lots and structures when at all possible. Although the combination of the lots does not meet the requirements of a new lot in the Low-Density Residential B, the creation of a larger lot does come closer to meeting the physical requirements of the zoning district.

5. **A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed.**
   The literal interpretation of this ordinance would deprive the applicant of rights that others in the same district are allowed. Many properties within the LDR-B zoning district in this geographic area of the city are platted as legal non-conforming lots according to the current requirements of the UDC.

Planning & Development Department Review:

The applicant, Brian Wesley, is requesting a variance for Article 706 which states the physical requirements for the creation of a new parcel and the standards and placement of a new residential dwelling. Mr. Wesley would like to combine 162 and 164 Melton Street to create a larger lot and then plans to build a 1650 sqft house. Currently, 162 Melton St. is approximately .14 +/- acres and 164 Melton is approximately .21 +/- acres. The new parcel will be a 0.36 +/- acre tract of land. The proposed parcel and house do not meet the following minimum requirements: lot size, setbacks, and heated floor area per dwelling unit for the Low-Density Residential B zoning district. A variance is required to create the new parcel and to build a house less than 1800 heated square feet.

Planning Staff Recommendation:

Planning & Development staff recommends **APPROVAL** of the variance request (24–VAR-02) from the minimum lot size, minimum setbacks, and the minimum heated floor area per dwelling unit requirements for the lot combination of 162 & 164 Melton Street submitted by Brian Wesley.

Submitted by:

Michelle Haynes, Director
Planning and Development Services

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on August 13, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

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

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
08-13-24 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, AUGUST 13, 2024

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, 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 Curtis arrived at 6:03 p.m.
Commissioner McCord was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Wright

Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to amend the agenda to remove Item 22, "Consider a Resolution, pursuant to Sec. 147(f) of the Internal Revenue Code of 1986, approving the issuance of revenue bonds in an amount not to exceed $35,000,000 by the Griffin Housing Authority for Northside Hills Limited Partnership for the purpose of financing all or a portion of the costs of acquisition, construction, and equipping of a 264-unit multifamily housing development to be located at 615 Northside Drive, Griffin, Ga." from the Agenda and to amend Item 26 to state, "Consider authorizing travel for Mayor Hollberg to attend the GMA Joint Legislative Policy Committee Meeting at Chateau Elan on September 4-5, 2024," by Commissioners Ward/Murray carried 5-0.

PRESENTATIONS AND DELEGATIONS

1. Recognize Misty McBroom, Landfill Scale Attendant, as the July 2024 Strongest Link in the Chain award recipient. *Landfill Superintendent, James Estle, will address.*

   Mr. James Estle addressed the Commissioners, stating he nominated Misty McBroom for Strongest Link. Ms. McBroom has been with Solid Waste for three years, and she is responsible for the scale house. She approached Mr. Estle with her interest in learning how to operate the equipment at the landfill, and she has trained on all the equipment. She is the face of the landfill, and now she will take on new responsibilities. Mr. Estle stated the landfill and Solid Waste are proud to have Ms. McBroom.

   Ms. McBroom thanked Mr. Estle for nominating her for Strongest Link, and she thanked all the people that are allowing her to learn and grow in her job at the City. She stated there are good people that work for the City, but there are really good people that work for Solid Waste. She concluded by thanking the Commissioners and wishing all a good evening.

2. Presentation of the Iris City Golf Classic charity funds in the amount of $4,378.34 to Five Loaves & Two Fish Food Pantry. *Golf Shop Manager, Ashley White, and Assistant Golf Shop Manager, Laura Tinsley, will address.*

   Ashley White addressed the Commissioners stating that the Iris City Golf Classic wanted to work with an organization that directly impacted the Griffin-Spalding Community. Since 1989, Five Loaves and Two Fish has served more than 40,000 families in the Griffin-Spalding community. It is our honor to present a check for $4,378.34 to Five Loaves and Two Fish Food Pantry for support of its ongoing mission.

   Mr. Steve Trawick of Five Loaves and Two Fish explained the donation will allow the food pantry to purchase over 27,000 pounds of food which will be distributed to over 1,700 households. He stated that the numbers of people who come to food pantry are growing, especially new clients. He thanked the Griffin Golf Course, the patrons, the sponsors and the players, and he expressed the pantry's appreciation.

   Mayor Hollberg congratulated the Golf Course team on a successful event.

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

Ms. Manning-Gilbert addressed the Commissioners regarding the unaudited financials for June 2024 which completed FY 2024. City-wide total operating revenue is $134 million which is 99% of projections, total operating expense is $124 million which is 74% of projections, LOST collections are $5,645,956 which is 6% above projections, and TSPLOST collections are $4,586,706 which is 23% above projections.

CITIZEN COMMENTS

Dr. Yoshunda Jones, no address given, stated that, although the Resolution for the bonds for 615 Northside Drive was removed from the agenda, there are things that need to be addressed. What is the plan for the residents? Meetings have been cancelled, and they are not getting the truth from Northside Ltd. Partnership or the Griffin Housing Authority (GHA) about what will happen with this project. The residents have concerns regarding long term displacement, as there have been issues with previous projects. Dr. Jones noted the current issues with the GHA concerning the Regency apartments that may have the Certificate of Occupancy pulled on August 22. Even though GHA knew this possibility regarding Regency and advised residents to pick up applications, the GHA office was closed on Friday and all this week. In relation to the resolution for Northside Hills apartments, Dr. Jones asked why the bond audit would be waived? She stated her opinion that it is like writing a $40 million check with no accountability. Dr. Jones stated her opinion that the citizens don't trust the GHA given past and current experiences. The project needs a plan and accountability. Once the project starts, who do the residents go to with complaints? There needs to be better oversight of the Griffin Housing Authority, and Dr. Jones expressed her hope to see better oversight because the Board of Commissioners appoints some members to the Housing Authority.

Ms. Johnson, 615 Northside Drive, Griffin, stated she has been dealing with bad water leaks and mold for four years. She stated the conditions continue to get worse. She expressed her hope that the Commissioners make the right decision and shut the apartments down. The residents shouldn't continue to suffer just because they live in apartments. Ms. Johnson stated she pays rent every month, but the apartment management is not answering the phone. Please have a heart and shut the apartment complex down.

Tina Marie Marsden, 226 Kentucky Avenue, stated the yard waste fee is not listed in Municode, in the City of Griffin fee schedule or in the Customer Service policy manual. Ms. Marsden moved to Griffin six years ago, and within the last year, she discovered that her son is being overcharged for yard waste. She and her neighbors inquired about the yard waste fee with the Sanitation Department. Since June 2024 we have been told everyone must pay yard waste which contradicts the information Ms. Marsden was given in 2019, and in 2019, the City stopped billing Ms. Marsden and her neighbors for yard waste and issued credits for the overcharges. Ms. Marsden addressed the issue at the July 9, 2024 Commission meeting and has since been told that the City of Griffin is performing an internal audit of the yard waste fee. Her understanding is that the audit will determine how many multi-family properties have been affected by the overcharge. However, this is speculation, and as recently as today, Ms. Marsden was informed that the City will not confirm the yard waste policy until the audit is complete. She stated her opinion that the audit could take months. According to Ms. Marsden, another customer who is affected by the overcharges has received confirmation today that we are correct in that the City is not supposed to be charging accounts in multi-family buildings with four or more units. Ms. Marsden called today, and she was told that all citizens must pay yard waste. She does not blame the representative because she is limited to her training, however; the City, while performing its audit, has failed to take corrective action with Customer service training on the correct policy. The representatives continue to tell customers that all must pay yard waste, and that is not the case. Since the policy, as Ms. Marsden understands it, was confirmed with a different customer, not herself, she stated she will once again follow the complaint procedure and submit these concerns to the Central Services manager in the Sanitation Department. She concluded by stating it will be difficult to trust the findings of an internal audit when it appears the City is choosing not to be transparent in answering questions for residents like Ms. Marsden and her neighbors.

Ms. Hollins, 615 Northside Drive, stated she has been a resident at Spalding Heights for eight years and during that time there was a fire in which several residents lost everything. Ms. Hollins stated the property does need to be redone, but her main concern is what the tenants will do? She stated when the fire displaced tenants, the only help they received was from the Red Cross, but it

was not enough to keep the children in a stable place. Many had no place to go until they were able to return to their units at Spalding Heights. There is a meeting tomorrow with tenants, but once again, she asked what are we going to do? She expressed her understanding that they are trying to make things better, but what will happen? School recently began, and some people don't have transportation to get the children to school. Many tenants don't have a place to go if displaced by the renovations. Ms. Hollins stated her floors have been patched, but continue to be in disrepair, and her unit has mold. The Department of Housing and Urban Development (HUD) has visited the property, but there have been no repairs. Ms. Hollins concluded her comments by stating she hopes everything works out for the best for all the tenants.

Ms. Davis, 615 Northside Drive, stated all the comments about Spalding Heights made this evening are true. She stated she contacted Code Enforcement because her apartment was flooded. She was unable to use her bathroom at the time, and it damaged the electricity in the unit. The management office would not answer the phones, but "gets mad at" the tenants because they are trying to get help with these issues. Ms. Davis stated the management continues to postpone meetings, and management is giving the tenants the run around. She stated the tenants don't feel safe.

CONSENT AGENDA

4. Consider the purchase of 200 Photo Controls at $3,400.00, 56 132W Verdion LED lights at $18,088.00, and 112 70W Caretaker LED Lights at $12,208.00, from Gresco Utility Supply, Sole Source, for a total purchase of $33,696.00. *Electric Director, Jennifer Freeman, will address.*

5. Consider an Authorization Agreement for the 2025 Annual Subscription between MEAG Power and the City of Griffin to sell excess capacity. *Electric Director, Jennifer Freeman, will address.*

6. Consider the purchase of 300 96-gallon carts and 200 65-gallon carts in the amount of $28,443.75 from Toter, single source. *Director of Solid Waste, Todd Ennis, will address.*

7. Consider declaring as surplus Unit # 987 a 2002 Volvo Rubber Tire Loader used within Solid Waste. *Solid Waste Director, Todd Ennis, will address.*

8. Consider purchase of a paving compaction roller from Yancey Bros., under state contract, in the amount of $73,802.00. *Public Works Director, Mariza Eller, will address.*

9. Consider declaring as surplus the following: Unit #447, a 1999 LeeBoy Asphalt Roller and Unit #460, a 2002 Hooper Trailer. Both items have been used within Public Works. *Public Works Director, Mariza Eller, will address.*

10. Consider declaring as surplus the following: Unit #806, a 1972 Cato Generator, and Unit #899, a 2002 Ford F450, both used within Water/Waste Water Department. *Water/Waste Water Director, Brandon Lewis, will address.*

11. Consider declaring as surplus certain out-of-life cycle information technology equipment (see attached list) and sell through GovDeals online auction service. *Chief Technology Officer, Gibb Cotton, will address.*

12. Consider the purchase of nine Motorola APX 6000 XE portable radios, accessories, and programming to meet requirements of City of Griffin Fire Rescue in the amount of $61,583.31 from Motorola Solutions Inc., under state contract. *Fire Chief, John Hamilton, will address.*

13. Consider amendment to lease agreement between City of Griffin and Griffin-Spalding United Way formally relocating United Way to Suite 403 in One Griffin Center and extending the term for six months through February 28, 2025 at a rate of $138.54 per month. *Staff Attorney, Kelsey Carden, will address.*

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

REGULAR AGENDA

14. Consider the minutes of the City of Griffin Board of Commissioners' Workshop Meeting on July 23, 2024.

    Motion/second to approve by Commissioners Murray/Wright carried 5-0-1. Commissioner Tinsley abstained as he did not attend the meeting.

15. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on July 23, 2024.

    Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Regular Meeting on July 23, 2024 by Commissioners Ward/Murray carried 6-0.

16. Consider resolution to adopt proposed changes to the City of Griffin Fee Schedule, last updated February 2024. *Staff Attorney, Kelsey Carden, and Director of Planning & Development, Michelle Haynes, will address.*

    Motion/second to approve a resolution to adopt proposed changes to the City of Griffin Fee Schedule, last updated February 2024 by Commissioners Ward/Wright carried 6-0.

17. Consider a Resolution authorizing the Mayor and City Manager to execute a Quitclaim Deed to Meredith Homes, Inc. showing the City of Griffin claims no interest in or claim upon the 40’ of unimproved right-of-way of Decatur Street (0.23 acres) described in the deed. *Director of Planning & Development, Michelle Haynes, will address.*

    Motion/second to approve a Resolution authorizing the Mayor and City Manager to execute a Quitclaim Deed to Meredith Homes, Inc. showing the City of Griffin claims no interest in or claim upon the 40’ of unimproved right-of-way of Decatur Street (0.23 acres) described in the deed by Commissioners Ward/Wright carried 6-0.

18. Consider renewal agreement with Samsara, Inc., current vendor, for vehicle gateway licenses in the amount of $103,609.32 for an initial term of 12 months with two optional 12-month autorenewals and a total maximum license term of 36 months. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve renewal agreement with Samsara, Inc., current vendor, for vehicle gateway licenses in the amount of $103,609.32 for an initial term of 12 months with two optional 12-month autorenewals and a total maximum license term of 36 months by Commissioners Ward/Wright carried 6-0.

19. Consider a Water Sales Agreement with the City of Hampton for the sale of wholesale drinking water. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve a Water Sales Agreement with the City of Hampton for the sale of wholesale drinking water by Commissioners Tinsley/Ward carried 6-0.

20. Consider a contract for Sewer Cleaning and CCTV services from Performance Contracting, Inc., best responsive bidder, not to exceed $300,709.72. *Director of Water and Wastewater, Brandon Lewis, will address.*

    Motion/second to approve a contract for Sewer Cleaning and CCTV services from Performance Contracting, Inc., best responsive bidder, not to exceed $300,709.72 by Commissioners Ward/Tinsley carried 6-0.

21. Consider Resolution accepting any and all title and interest in the properties commonly known as 717 North Avenue and 721 North Avenue, Griffin, Georgia conveyed via Quitclaim Deeds from Griffin Area Habitat for Humanity, Inc. to City of Griffin and authorizing the City Manager to record the Quitclaim Deeds in the real estate records of the Clerk of Superior Court, Spalding County, Georgia. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve Resolution accepting any and all title and interest in the properties commonly known as 717 North Avenue and 721 North Avenue, Griffin, Georgia conveyed via Quitclaim Deeds from Griffin Area Habitat for Humanity, Inc. to City of Griffin and authorizing the City Manager to record the Quitclaim Deeds in the real estate records of the Clerk of Superior Court, Spalding County, Georgia by Commissioners Ward/Wright carried 6-0.

~~22. Consider a Resolution, pursuant to Sec. 147(f) of the Internal Revenue Code of 1986, approving the issuance of revenue bonds in an amount not to exceed $35,000,000 by the Griffin Housing Authority for Northside Hills Limited Partnership for the purpose of financing all or a portion of the costs of acquisition, construction, and equipping of a 264-unit multifamily housing development to be located at 615 Northside Drive, Griffin, Ga. *City Attorney, Drew Whalen, will address.*~~

This item was removed from the Agenda.

23. Consider claim for personal injury by Ashlei Minatee, based upon Ante Litem Notice dated July 31, 2024 from attorney Charles D. Graham. *City Attorney, Drew Whalen, will address.*

    Motion/second to deny claim for personal injury by Ashlei Minatee, based upon Ante Litem Notice dated July 31, 2024 from attorney Charles D. Graham by Commissioners Murray/Ward carried 6-0.

24. Commissioners to appoint one board member to fulfill the unexpired term of Sydney Kohl who resigned from the Environmental Council on July 10, 2024. The term is set to expire 12/31/24.

    Commissioner Tinsley nominated Kim Holbrook.
    Motion/second to close nominations by Commissioners Ward/Tinsley carried 6-0.
    Appointed: Kim Holbrook

25. Commissioners to appoint member to the Griffin-Spalding Business and Tourism Association for an unfulfilled term expiring 12/31/25 to succeed Yasmeen Howard who resigned from the Association on July 15, 2024.

    Commissioner Tinsley nominated Jason Chance.
    Motion/second to close nominations by Commissioners Tinsley/Murray carried 6-0.
    Appointed: Jason Chance

26. Consider authorizing travel for Mayor Hollberg to attend the GMA Georgia Mayors Leadership Academy in Athens, GA., August 28-30, 2024.

    This item was amended to read, "Consider authorizing travel for Mayor Hollberg to attend the GMA Joint Legislative Policy Committee at Chateau Elan, September 4-5, 2024.

    Motion/second to approve authorizing travel for Mayor Hollberg to attend the GMA Joint Legislative Policy Committee at Chateau Elan, September 4-5, 2024 by Commissioners Tinsley/Murray carried 6-0.

CITY MANAGER'S REPORT

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

1. Congratulations to Misty McBroom.
2. There is much commercial development taking place in the City. There will be ground breakings soon including the residential development at 5th and Solomon and the hotel on Solomon.
3. City Church will be celebrating its Grand Opening on August 27.
4. The yard waste audit has been completed. Staff is meeting on August 15th to determine a recommendation, and the hope is to have a recommendation for the Commissioners' workshop on August 27th.

5. The Tax Digest has been provided by the Tax Commissioner, but it is not finalized. Staff hopes to have that information within the next two days so that it may begin working on the millage rate.

CITY ATTORNEY COMMENTS

Mr. Whalen gave a brief explanation of the legal process regarding the proposed bond for Spalding Heights. He stated that the project is not in the City limits, and Spalding County will have to approve the resolution as well. The City and County will not be obligated in any way. Only the Housing Authority will be obligated.

COMMISSIONER COMMENTS

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

Ward: Commissioner Ward stated she sits on the HA board, and she stated her sympathy for the Spalding Heights residents' problems and issues. She stated that Spalding Heights is a private development, and it is not governed by the City or County. It receives funds from the federal government and the state government. There are new owners, and the Housing Authority is underwriting the bonds for the new owners to be able to make renovations and improvements to the property. The Housing Authority will not be governing the property or giving out vouchers to the residents. She reiterated that the Housing Authority is underwriting the bonds, and the Housing Authority is giving the City and the Board of Commissioners notice as a courtesy. She expressed her sympathy again for the residents, and she stated her understanding is that this will be a new development, and there will be vouchers, but that will be in conjunction with the developers who own the property. The Housing Authority does not have to answer to the City or the County for anything.

Curtis: Commissioner Curtis stated her sympathy for the residents of Spalding Heights living in deplorable conditions, noting it doesn't matter if they live in the City or the County. She stated she is glad the citizens came and stated their concerns, and she stated her willingness to work with everyone. She stated she doesn't know what the Board can do, but she sympathizes with those struggling with their living conditions, and even though the Spalding Heights residents are County residents, we should all work together as one.

Murray: Commissioner Murray thanked all for attending the meeting. She stated there was an equipment failure at Solid Waste that affected trash pickup today. City crews were picking up the slack during the time of heavy school traffic, and they were actually helping watch out for the children.

Wright: No comment.

Tinsley: No comment.

McCord: Absent

Hollberg: Mayor Hollberg congratulated Commissioner Curtis on her successful Community Town Hall meeting. In regard to the Spalding Heights residents, Mayor Hollberg noted that the property is outside the City limits, and the Housing Authority has completed some amazing redevelopment projects over the years. He expressed his optimism that the Spalding Heights project will turn out well. He thanked Staff for the continued great work, and he noted the wonderful 2nd Saturday Ice Cream Stroll last weekend. Mayor ended his remarks by congratulating Staff on getting the Certificate of Occupancy issued for Piedmont Brewery.

ADJOURN

Motion/second to adjourn at 6:40 p.m. by Commissioners Murray/Tinsley carried 6-0.

_____ _____

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form to the Master Services Agreement between the City of Griffin and Paragon Consulting Group in the amount of $171,645.00 for project coordination and meetings, utility potholing, construction plans, bid administration, and construction management for the State Street and Bank Street redesign project. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Scope of Work for this TOF includes project coordination, utility potholing of the project area, design, bid services, and construction management for the road modifications of State Street and Bank Street. Paragon Consulting Group will produce construction specifications for the project, including but not limited to cover sheet/general notes, demolition plan, traffic control plan, site plan, grading plan, utility plan, erosion and sedimentation control plans, landscape plan, and construction details. TSPLOST funds in the amount of $171,645.00 will be utilized for the project. The State Street and Bank Street parking lot and alley redevelopment project was previously approved through the TSPLOST referendum.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

TSPLOST funds will be utilized in the amount of $171,645.00 for the TOF. The State Street and Bank Street parking lot and alley redevelopment project was previously approved through the TSPLOST referendum.

Submitted By:
Mariza Eller

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Revised TOF_State Street and Bank Street Redesign_22AUG2024.pdf

TASK ORDER FORM

State Street and Bank Street Redesign

For

City of Griffin

Project No. PCG3152-24060

August 22, 2024

Paragon Consulting Group (PCG) has prepared this Task Order Form (TOF) in accordance with the Master Services Agreement. This TOF has been prepared to provide Civil Engineering Services to the City of Griffin related to the State Street and Bank Street Redesign project.

SCOPE OF WORK

The Scope of Work for this TOF includes project coordination, utility potholing of the project area, design, bid services, and construction management for the road modifications of State Steet and Bank Street.

PCG to provide utility verification using hydrovac potholing to measure underground utilities for depth.

PCG will produce construction specifications for this project including, but not limited to Cover Sheet/General Notes, Demolition Plan, Traffic Control Plan, Site Plan, Grading Plan, Utility Plan, Erosion and Sedimentation Control Plans, Landscape Plan, and Construction Details. Plans will include electric, telecommunications, gas, water, and sewer underground utility placement and relocates. Plans will also include street resurfacing, on-street dumpster locations, pedestrian walkway design, and street lighting coordination. Parking lot redesign and resurfacing plans will be included for the lot at the corner of State Street and Bank Street. PCG to coordinate permitting with the appropriate regulatory agencies and will facilitate the project bid phase. During construction, PCG will provide construction management in the field including testing verification and review, periodic field observation, pay request verification, change orders, and provide necessary reporting to attain compliance with the project specifications.

PCG will provide utility potholing within eight (8) weeks after signed notice to proceed, design scope and project bid phase to follow. PCG will begin the Construction Observation scope of work after award of the construction project contract and throughout the duration of the construction phase.

FEE ESTIMATE

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

Task 1 – Project Coordination & Meetings	***$ 29,800.00 lump sum***
Task 2 – Utility Potholing	***$ 11,500.00 lump sum***
Task 3 – Construction Plans	***$ 61,220.00 lump sum***
Task 4 – Bid Administration	***$ 21,550.00 lump sum***
Task 5 – Construction Management	***$ 47,575.00 lump sum***
	$ 171,645.00 Total

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

AUTHORIZATION

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

City of Griffin, Georgia

Signature:_____

Date:_____

Paragon Consulting Group, Inc.

Signature:_____
Brian K. Upson, P.E.
President

Date: August 22, 2024

Attested by:
City of Griffin, Georgia

Signature:_____

Date:_____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution to purchase 216 S. Searcy Avenue in the amount of $145,000.00 for the expansion of Oak Hil Cemetery. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of 216 S. Searcy Avenue will allow for the expansion and continued growth of Oak Hill Cemetery. The purchase amount of $145,000 is agreeable to the owners. With the purchase of 216 S. Searcy Avenue, we have the potential to add up to an additional 178 lots for interment.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Funds will be utilized from the Cemetery Trust Fund in the amount of $145,000.00.

Submitted By:
Mariza Eller

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Resolution Approving Purchase.pdf
Agreement to Purchase Real Estate

A RESOLUTION

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, TO ACQUIRE REAL PROPERTY LOCATED AT 216 S SEARCY AVENUE, IN THE CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA FROM ITS OWNERS, WILLIAM G. DAVIS AND MATTHEW R. GRIFFITH, FOR THE SUM OF ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100THS ($145,000.00) DOLLARS, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ATTACHED AGREEMENT TO PURCHASE REAL ESTATE, DATED AUGUST 12, 2024; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA THAT THE ATTACHED AGREEMENT TO PURCHASE REAL ESTATE, DATED August 12, 2024, between Sellers William G. Davis and Matthew R. Griffith, and the City of Griffin, a Georgia municipal corporation, be approved. Authority is hereby given to Mayor Douglas S. Hollberg to execute said Agreement and to take such action, as needed, to close the transaction. When titled in the City, if fee simple, authorization is given to demolish the structures thereon and prepare the land area for exclusive use of cemetery purposes.

This 27th day of August, 2024.

Board of Commissioners
City of Griffin, Georgia

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

AGREEMENT TO PURCHASE REAL ESTATE

Project: City of Griffin Improvement Project

Owners: William G. Davis and Matthew R. Griffith
Tax Parcel ID # 020 02006 – 216 South Searcy Avenue Griffin, Georgia

GEORGIA, SPALDING COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to THE CITY OF GRIFFIN, GEORGIA an option to acquire the following described real estate:

All that tract or parcel of land containing 0.43 acres of land and all attached improvements located in the City of Giffin, Spalding County, Georgia known as 216 South Searcy Avenue and designated as Lot "D" and the Northerly ten (10) feet of Lot "E" in the subdivision of property of W.E.H. Searcy, Jr. as shown on the plat of survey of said property recorded in Plat Book 2, Page 189, in the Office of the Clerk of the Spalding County Superior Court. The said tract is more particularly described on the attached Warranty Deed dated May 28, 2021 recorded in Deed Book 4763, Page 4 in the Spalding County Clerk of Superior Courts office marked as Exhibit "A". Said Exhibit "A" is attached hereto and made a part hereof by reference.

$ 145,000.00 WD MG

For the sum of ~~$138,000.00~~ the undersigned agrees to execute and deliver to THE CITY OF GRIFFIN, fee simple title to the lands owned by the undersigned as reflected on the attached Exhibit A".

The following conditions are imposed upon the grant of this option:

1. This option shall extend for 90 days from this date.
2. The consideration recited is full payment for rights conveyed to.
   0.43 Acres of land and all improvements located on the said, which includes a 990 S.F. Frame house, a detached frame shop/garage and fencing.
3. Special Provisions, if any, are listed on Exhibit "B" which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 12 day of August, 2024.

Signed, Sealed and Delivered this 12th Day Of August, 2024 in the presence of:

Andrew G Hall
Notary Public

Andrew G Hall
Commonwealth of Virginia
Notary Public
Commission No. 7752854
My Commission Expires 1/31/2028

By: William G. Davis (Seal)

Witness

By: Matthew R. Griffith (Seal)

City of Griffin, Georgia

Approved By: _____ DATE: _____

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Griffin, Spalding County, Georgia, in Land Lot 178 of the Second Land District of originally Monroe, now Spalding County, Georgia, known and designated as Lot "D" and the Northerly ten (10) feet of Lot "E" in the subdivision of property of W. E. H. Searcy, Sr., as shown on a plat of survey of said property recorded in Plat Book 2, Page 189, in the Office of the Clerk of Spalding Superior Court. Reference to said plat is hereby expressly incorporated in and made a part of this description. According to said plat, said property may be more fully described as follows:

BEGINNING at a point on the Westerly side of Searcy Avenue, which said point marks the Northeasterly corner of said Lot "D" and running thence in a Southeasterly direction along the Westerly side of Searcy Avenue 80 feet; thence in a Southwesterly direction 253.5 feet, more or less, to the property now or formerly owned by H. L. Futral; thence in a Northerly direction 85 feet; thence in a Northeasterly direction 219 feet to the beginning point on Searcy Avenue.

NOTE: This is the same property as that conveyed to Lewis Henderson and Jean M. Henderson by Barbara C. Colwell, Jeffrey W. Colwell, Gregory C. Colwell, and Steven H. Colwell, being all the heirs at law of the late Harold Colwell, pursuant to Warranty Deed dated May 24, 1988, and recorded in Deed Book 897, Page 187, in the Office of the Clerk of Spalding County, Georgia.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Third Amendment to the Power Purchase Contract between MEAG Power and the City of Griffin adding Exhibit D. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The amendment to the PPC with MEAG does not change Griffin's allocation of solar power for the Walmart Solar Initiative.

1)Base Contract Price in the SPPA will be increased to $41.50 per MWh fixed. This Base Contract Price is subject to adjustment up or down based on the final cost of the photovoltaic panels per the purchase contract subject to a cap of $45.50 per MWh.

2) The Guaranteed Commercial Operation Date (COD) will be extended to January 31, 2026.

3) The new Outside COD is 180 days following January 31, 2026, at which time MEAG Power can terminate the project and collect a Termination Payment if the project is not commercial.

4) $3 million in additional Security will be posted in favor of MEAG Power should the project not be commercial as of the new Guaranteed COD, providing a total of $6 million in security available for delay damages or termination.

5) Delay Damages have been increased to $8,000 per day from $4,000 per day. Thus, for each day after January 31, 2026 theses damages will be due until the project reaches commercial operation.

Griffin is a passthrough for Walmart to be able to meet its corporate goal of purchasing solar energy to sell back to the market as well as to obtain RECs as it relates to Walmart's solar initiative.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

$41.50 per MWh fixed. Griffin is serving as a pass thru for Walmart.

Submitted By:

Jennifer Freeman

Meeting Date:

27/08/2024

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

25_Griffin - THIRD AMENDMENT TO THE POWER PURCHASE CONTRACT.pdf

TO: **Solar Participants**

FROM: **Steve Jackson**

DATE: **August 14, 2024**

SUBJECT: **Amendment to the Power Purchase Contract ("PPC") between Municipal Electric Authority of Georgia and the Undersigned Participant**

MEAG Power received positive feedback from the Solar Participants indicating their interest in continuing with the purchase of solar energy from Pineview Solar LLC. This memo will provide the background concerning the need for the attached Amendment to the PPC.

As you may recall, the original PPC was executed by each Solar Participant in the Fall of 2021 which included (as Exhibit A) a copy of the Solar Power Purchase Agreement (SPPA) between MEAG Power and Pineview Solar LLC (the Solar Developer). The PPCs have been amended twice to incorporate changes to the SPPA, and for eight Solar Participants, a third time in order to adjust the share of the project output. Therefore, the attached amendment will be amendment number 3 or 4 to your PPC.

SPPA Amendment No. 3 addresses changes to the contract price, schedule, and increases in the security and delay damages. These key changes to the agreement between MEAG Power and Pineview are summarized below.

1) Base Contract Price in the SPPA will be increased to $41.50 per MWh fixed. This Base Contract Price is subject to adjustment up or down based on the final cost of the photovoltaic panels per the purchase contract subject to a cap of $45.50 per MWh.
2) The Guaranteed Commercial Operation Date (COD) will be extended to January 31, 2026.
3) The new Outside COD is 180 days following January 31, 2026, at which time MEAG Power can terminate the project and collect a Termination Payment if the project is not commercial.
4) $3 million in additional Security will be posted in favor of MEAG Power should the project not be commercial as of the new Guaranteed COD, providing a total of $6 million in security available for delay damages or termination.
5) Delay Damages have been increased to $8,000 per day from $4,000 per day. Thus, for each day after January 31, 2026 theses damages will be due until the project reaches commercial operation.

Accordingly, the attached PPC Amendment adds Exhibit D which reflects the new pricing and other changes to the Solar Power Purchase Agreement noted above. Your approval of this PPC Amendment will signify your agreement to these new terms.

The impacts on cost and schedule reflected in this amendment are being seen across the country for solar projects. As noted previously, staff has surveyed the market and the amended price remains competitive and the commercial operation date would be at least one year earlier than current market offers. Staff also confirmed that Walmart will accept the new pricing under their renewable energy customer agreements (RECAs) with the fourteen (14) Solar Participants. Another positive for the project has occurred with Linea Energy completing the purchase of Pineview Solar LLC on July 31st and taking the role of owner/developer for the project. This change has resulted in the restart of development activities.

Considering the factors noted above along with the increased financial security provided through SPPA Amendment No. 3, staff recommends moving forward with the new owner/developer in an effort to complete the Pineview facility. This approach provides continuity with the Walmart efforts and as noted would provide the Solar Participants these resources earlier than a process under our recently released request for proposals.

The SPPA third amendment will be not be executed by MEAG Power until amended PPCs are executed by all Solar Participants. The target date for completion of this approval process is September 30, 2024.

Please contact either Steve Jackson at 770-563-0314, Michele Jackson at 770-563-0313 or Pete Degnan at 770-661-2893 with any questions.

cc: Jim Fuller

THIRD AMENDMENT TO THE POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Third Amendment to the Power Purchase Contract (this "**Amendment**"), made and entered into as of _____, 2024, by and between the Municipal Electric Authority of Georgia (the "**Authority**" or "**MEAG Power**"), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the "**Act**"), and the City of Griffin (the "**City**"), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract ("PPC") made and entered as of August 11, 2021, with the City of Griffin (the "**City**");

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the "**Company**") for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the "**Facility**") to be constructed, owned, operated, and maintained by the Company (hereinafter the "**SPPA**");

WHEREAS, the Authority and the City amended the PPC pursuant to that certain First Amendment to the PPC, dated October 20, 2022 by adding Exhibit B to the PPC (incorporating into the PPC Amendment No.1 to the SPPA);

WHEREAS, the Authority and the City further amended the PPC pursuant to that certain Second Amendment to the PPC dated July 31, 2023 by adding Exhibit C to the PPC (incorporating into the PPC Amendment No. 2 to the SPPA);

WHEREAS, Linea Energy Development Co LLC purchased One Hundred Percent (100%) of the ownership interest in Pineview Solar LLC from Sunbird Holdings I, LLC on or about July 30, 2024;

WHEREAS, as the result of changes that have occurred impacting the solar industry and the change in ownership described above and subject to the approval of each of the Solar Participants, MEAG Power's Board has authorized MEAG Power's President and CEO to execute Amendment No. 3 to the SPPA in substantial form;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

Section 1.1 of the amended Power Purchase Contract between MEAG Power and the City is hereby amended by adding the exhibit reflecting the changes to the SPPA agreed to by MEAG Power and Company (which is marked as Amendment No. 3 to the SPPA and attached hereto as Exhibit D).

2.

All other provisions of the Power Purchase Contract between MEAG Power and the City shall remain in full force and effect and binding upon the parties hereto.

3.

In witness whereof, MEAG Power has caused this Amendment to be executed in its corporate name by its duly authorized officers and MEAG Power has caused its corporate seal to be hereunto impressed and attested; the City has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by MEAG Power to the City is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

By:_____
Name: James E. Fuller
Title: President and CEO

ATTEST:

By:_____
Name:_____
Title:_____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF GRIFFIN

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

Approved as to form:

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

EXHIBIT D

AMENDMENT NO. 3 TO THE SPPA

AMENDMENT NO. 3
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
PINEVIEW SOLAR LLC
AND
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

THIS AMENDMENT NO. 3 ("Amendment") amends the September 01, 2021 Power Purchase Agreement by and between PINEVIEW SOLAR LLC ("Seller") and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA ("Buyer"), as amended by the (i) November 14, 2022 Amendment No. 1, (ii) October 31, 2022 letter agreement, and (iii) August 7, 2023 Amendment No. 2 (hereinafter referred to as the "Amended PPA"). The effective date of this Amendment is _____, 2024 ("Effective Date"). Seller and Buyer are individually referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND RECITALS:

A. Pursuant to the Amended PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility with a Planned Facility Capacity of approximately 80 MWac on a site located in Wilcox County, Georgia;

B. Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the Amended PPA; and

C. Consistent with Section 21 of the Amended PPA, Seller and Buyer agree to further amend the Amended PPA as set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the Amended PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

1. Section 1.1 of the Amended PPA is hereby amended as follows:

(a) The following definition is added to Section 1.1 in proper alphabetical order:

"**Base Contract Price**" means $41.50/MWh, escalated by 0% per annum.

(b) The definition of "Construction Credit Support" is deleted in its entirety and replaced with the following:

"**Construction Credit Support**" means a Letter of Credit, Cash Deposit, or Guaranty, or a combination thereof, provided by Seller for the benefit of Buyer in an amount equal to Three Million Dollars ($3,000,000), provided that if Commercial Operation is not achieved by the Guaranteed Commercial Operation Date, the amount of the Construction Credit Support shall increase to Six Million

Dollars ($6,000,000) on the Guaranteed Commercial Operation Date and remain at such amount until the date the Subsequent Credit Support Tier I takes effect.

(c) The definition of "Contract Price" is deleted in its entirety and replaced with the following:

"**Contract Price**" means the Base Contract Price, as adjusted by the Contract Price Adjustment Amount (if applicable).

(d) The following definition is added to Section 1.1 in proper alphabetical order:

"**Contract Price Adjustment Amount**" means an increase or decrease of the Base Contract Price by the amount of $.50 per MWh for every $.01/Wdc more than or less than $0.232/Wdc (on a pro rata basis), as applicable, that Seller is required to pay for modules for the Facility under an executed module supply agreement or purchase order, it being understood that in the case of any such incremental increase or decrease of the module purchase price that is less than a full $.01/Wdc, the amount of the increase or decrease to the Base Contract Price by MWh will be proportional (using a proportional amount of the +/- $.50 per MWh measurement described above) to the incremental increase or decrease to the module purchase price; provided, however, that in no event shall the Contract Price Adjustment Amount exceed the Contract Price Adjustment Cap.

(e) The following definition is added to Section 1.1 in proper alphabetical order:

"**Contract Price Adjustment Cap**" means the maximum amount by which the Contract Price Adjustment Amount may increase or decrease the Base Contract Price, which maximum amount is $4.00/MWh (as either an increase or decrease to the Contract Price).

(f) The following definition is added to Section 1.1 in proper alphabetical order:

"**Contract Price Adjustment Conditions**" means the following conditions to any Contract Price Adjustment Amount taking effect: (i) Amendment No. 3 to this Agreement is executed by the Parties after August 1, 2024; (ii) no later than November 30, 2024, Seller or its affiliate executes a module supply agreement or purchase order for the procurement of modules for the Facility that contains a price for the modules that is more than or less than $0.232/Wdc; and (iii) Seller delivers to Buyer a written statement or report from an independent third party consultant confirming (A) that Seller or its affiliate received a binding offer from a module supplier to purchase modules at a price of $0.232/Wdc and such offer was valid through August 1, 2024, (B) the amount of the final realized weighted average cost on a $/Wdc basis of the modules ultimately purchased by Seller or its affiliate for the Facility, and (C) Seller's calculation of the Contract Price Adjustment Amount.

(g) The definition of "Delay Damages" is deleted in its entirety and replaced with the following:

"**Delay Damages**" means the damages payable by Seller, under the circumstances and subject to the limits described in Sections 2.2.1 or 2.2.2, which for any given

day are equal to the product of One Hundred Dollars ($100) per MWac and the Nameplate Capacity of the Facility required to deliver the Contract Amount.

(h) The definition of "Guaranteed Commercial Operation Date" is deleted in its entirety and replaced with the following:

"**Guaranteed Commercial Operation Date**" means January 31, 2026, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller's development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller's failure to perform its obligations under the Generation Interconnection Agreement.

(i) The definition of "Outside Guaranteed Commercial Operation Date" is deleted in its entirety and replaced with the following:

"**Outside Commercial Operation Date**" means the date that is one hundred and eighty (180) days after the Guaranteed Commercial Operation Date.

2. Section 5.1 of the Amended PPA is deleted in its entirety and replaced with the following:

5.1 Contract Price. Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2.

3. Section 8 of the Amended PPA is hereby amended by adding the new Section 8.3 at the end thereof:

8.3 Existing Solar Participants. Seller has provided Pre-Construction Credit Support to the existing Solar Participants pursuant to the Amended PPA in the amount of three million dollars ($3,000,000) to secure performance under the Amended PPA. If an existing Solar Participant elects not to execute this Amendment and Commercial Operation is not achieved by November 1, 2025 such existing Solar Participant shall be entitled to a withdrawal payment from the Pre-Construction Credit Support in an amount equal to such existing Solar Participant's entitlement share times the sum of $3 Million.

4. Section 14.1 of the Amended PPA (Definition of Force Majeure) is hereby deleted in its entirety and replaced with the following:

> 14.1 Definition of Force Majeure. "Force Majeure" or "an event of Force Majeure" means an event that (a) is not within the reasonable control of the Party affected by the event, (b) is not the result of such Party's negligence or failure to act, and (c) could not be overcome, avoided or mitigated by the affected Party's use of due diligence under the circumstances. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the tests set forth in the preceding sentence): acts of God; natural disasters; fire; severe weather; storms; lightning; tsunami; peril of the sea; war (declared or undeclared); military or guerilla action; banditry; terrorist activity or a threat of terrorist activity which, under the circumstances, would be considered a precursor to actual terrorist activity; economic sanction or embargo; pandemic, epidemic or quarantine; civil disturbance; sabotage; action, inaction or restraint by court order or public or Governmental Authority and construction delays resulting from compliance with NPDES stormwater permit requirements. Notwithstanding the foregoing, none of the following constitute Force Majeure: (i) Seller's ability to sell, or Buyer's ability to purchase, the Products at a more advantageous price than is provided hereunder; (ii)(a) the unavailability, variability or lack of photovoltaic rays or solar insolation, or (b) Facility equipment failures, in each case, except to the extent caused by an independent event of Force Majeure; or (iii) economic hardship, including lack of money.

5. Exhibit 2 (Required Insurance) to the Amended PPA titled "*All-Risk Property Insurance*" is hereby amended by deleting the words "wind storm" appearing therein and replacing them with the words "Named Windstorm and Severe Convective Storm".

6. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the Amended PPA.

7. This Amendment has been duly authorized, executed and delivered by each Party.

8. Except as amended hereby, the terms and conditions of the Amended PPA shall remain in full force and effect.

9. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

10. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

[Signature Page Following]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Effective Date.

PINEVIEW SOLAR LLC	**MUNICIPAL AUTHORITY OF GEORGIA**
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the nullification of the previously approved PO#25-0024 for the purchase of one Raymond 4750 Sit-Dowr Electric Forklift for fiber related material handling in the amount of $42,419.50 from Carolina Handling, LLC, and consider the purchase of one Raymond 4750 Sit-Down Electric Forklift for fiber related material handling in the amount of $46,268.00 from Carolina Handling, LLC, lowest quote. *Telecommunications Manager, Chris Sprayberry, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Purchase Order #25-0024 was approved at the July 27, 2024 regular Commission meeting. The vendor, Carolina Handling, LLC, made an error on the previous quote in which the battery line-item cost did not calculate into the final price of the forklift. The proposed purchase order for $46,268.00 is the correct cost for the sit-down electric forklift, including the battery, and it is still the lowest quote of the three received for the forklift.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $46,268.00 will be allocated from ARPA funding.

Submitted By:
Chris Sprayberry

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Carolina Handling LLC PO.pdf
FY25_Fleet-Equipment_Request_Form.pdf
Raymond - Carolina Handling Revised 4750 August 2024 Quote.pdf
Atlanta Forklifts Updated - City of Griffin - GA - 8FBCU30 - 031424-062024.pdf
G & W CAT Equipment Updated 744600-3 City of Griffin.pdf

Griffin
Growing TOGETHER

S+ 8/14/24

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

DATE: 8/14/24

Purchase Order No. _____

Contract # and Expiration: _____

FY25 VEHICLE FLEET PO

Contract With: State

Vendor No. _____

Vendor Name & Address
Carolina Handling LLC
Attn: Accounts Receivable
PO Box 890352
Charlotte, NC 28289-0352
acctrec@carolinahandling.com
Ph: 770-938-9200 Fax:

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

Freight is F.O.B. Destination

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

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

Deliver to:

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

Kelvin Hopper / Chris Sprayberry

Phone: 678-692-0520 Fax: _____

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

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

Vehicles/equip per attached specifications	Account Number	Qty	UOM	Unit Price	Extended Totals
Raymond 4750 Electric Sit-Down Forklift ✓	234 - 4750 - 54 - 2500 - 0000	1		46,268.00	46,268.00
ARPA Funding	- - - -				
8.14.2024	- - - -				
	- - - -				
	- - - -				
	- - - -				
UNIT NO. of asset being surplused:	**N/A** ARF attached?	**N/A**	**TOTAL $**		**46,268.00**
CAPITAL PROJ#: _____ ✓	901 - 0000 - 13 - 1124 - 0000				-46,268.00
	✓ 901 - 4700 - 11 - 7500 - 0000				46,268.00
Note: All deliveries are to be made to authorized COG Motorpool				****TOTAL $**	**46,268.00**

COG USE ONLY

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

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

	Dept request
	Agenda item copy
	Fleet authorization
	Leinholder info
	Order (cc PF,SW,rqstr)
	Invoicing/Delivery
	Payment/MSO
	Tag/Origs to Finance
	Risk Mgmt
	Fixed Assets

APPROVALS

Telecon Chris Sprayberry 8/14/24
Dept / Requestor / Date

Chris Sprayberry 8/14/24
Department Mgr / Date

✓AR2 8/14/24

City Manager / Date

Deborah M Gilbert 8.14.24
Finance Director / Date

Purchasing / 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 INFRIGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

RAYMOND
CAROLINA HANDLING

Customer: City of Griffin
Address: 100 S Hill St
City: Griffin
State: GA
Zip: 30223

Quote: 2024-571009 **Rev:** 1
Created: 03-25-2024
Expiration: 09-11-2024
Account Mgr: Stacy Young
Phone #:

4750 4-WHEEL SIT-DOWN COUNTERBALANCED TRUCK

STANDARD FEATURES

POWER UNIT

The *ACR System™*

OPERATOR COMPARTMENT

- Operator Display, Digital (LCD), Multifunction with the following features:
  - Battery State of Charge
  - Date and Time
  - Direction Indicator
  - Hour Meter, Multifunction
  - Low speed setting button
  - Parking Brake Indicator
  - Programmable Performance (6 preprogrammed)
  - Hour Meter, Multifunction
  - Scheduled Maintenance Indicator
  - Speedometer
- Cowl-mounted Hydraulic Controls
- Dash-integrated Pen/Pencil Holder
- Dash-mounted Cup Holder
- Floor Mat, Rubber
- Hood-integrated Clipboard
- Key Switch
- Operator Assist Grips, Dual
- Operator Presence Sensing System (OPSS)
- Parking Brake, Foot Activated
- Seat Belt, Non-cinching Retractable
- Seat, Vinyl, Ergonomic with Tilt, Lumbar, and Suspension Adjustments
- Steering Column, Adjustable

PERFORMANCE

- Carriage, Sideshifter
- Forks (Sizes are Capacities Specific)
- Fork Leveling Control, Automatic (Push Button)
- Steering, Hydrostatic Power
- Horn, Electro-Mechanical
- Hydraulic Functions, Fully Variable, Lever Controls
- Mast Tilt Indicator
- Maximum Speed Limiter
- Regenerative Energy, Three Types:
  - Coast Control
  - Plug Braking
  - Foot Braking
- Load Backrest (Sizes are Capacities Specific)
- Mast, Cushioned Stops
- Mast Tilt (mast and capacity specific)
- Performance Stability System
- Tires (Sizes are Capacities Specific)

DESIGN

- Compliance, OSHA and ANSI/ITSDF
- Construction, UL Type "E"

MAINTENANCE

- AC Motors, Maintenance-free
- Battery, Lift out
- Floorboard, Easy Access, No Tools Required
- Hydraulic Motor, Easy Access
- Lift and Drive Motor Temperature Warning Lights
- Lift-System Relief Valve
- Overhead Guard, Bolt-on
- Owner/Operator Manuals
- Over-current Motor Protection
- Precise Speed Control
- Precise Torque Control
- Real-Time Coded Fault Detection
- Thermal Limiting
- Warranties, Asset Protection



The lift trucks depicted in this quote contains images of trucks with optional features. Trucks in a standard configuration will be produced with standard features only.

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C50TT	Standard		Standard
Power Unit	36 volts	Maximum Vehicle Capacity	5000 lb.
Overall Collapsed Height of Mast	88 in.	Overall Elevated Height of Forks	203 in.
Load Size Length	48 in.	Load Size Width	42 in.
Load Size Height	42 in.	Fork Engagement (pct)	88 %
Horizontal Load Center	24 in.	Vertical Load Center (in.)	24 in.
Battery Max Amp Hour	1320 amp-hour	Battery Max Weight (lbs.)	3154 lb.
Battery Min Weight (lbs.)	2400 lb.	Battery Max Width	30.3 in.

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Base Price (1)	**Price Each**	**Total**
Model 4750 Sit-Down Counterbalanced Truck	$33,018.00	$33,018.00

Options (Included in Base Price):
Model 475-C50TT 88/203 30.3in BC (usable)
Alarm Smart Audible Reverse Only (87 dB)
Lights Front Combination (LED)
Light Strobe Amber Bottom Mnt
Keyless On/Off Switch
Fan Operator Cooling
Steering Synchronized
Seat Belt Orange
Standard Warranty Coverage
Armrest, Fingertip Controls with EPO
Seat Belt Interlock Standard Black Seat Belt

Truck Installation Cost:	$250.00	$250.00
Included Power Supply:		
Batteries - Stryteb 18-85-25 (1)	$8,235.00	$8,235.00
Batteries Accessories - Single Point Watering System (1)	$340.00	$340.00
Chargers - 1050H3-18C Stryten (1)	$2,320.00	$2,320.00
Chargers Accessories - Charger Stand (1)	$545.00	$545.00
Truck Freight:	$1,560.00	$1,560.00
Total Price:		$46,268.00

ACCEPTED BY BUYER:
(Terms and Conditions apply, See Attached)

NAME _____ **TITLE** _____

SIGNATURE _____ **PO#** _____

COMPANY NAME: City of Griffin

QUOTATION SUBMITTED BY: Stacy Young

Terms:

PAYMENT TERMS: Net 10

SPECIAL TERMS:

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TERMS AND CONDITIONS

This proposal is issued with respect to Seller's sale or lease of industrial trucks, parts and associated accessories (collectively, the "Goods"), including automated industrial trucks and Intelligent Warehouse Solutions (defined below) and the installation and implementation of the Goods (collectively, the "Services"). Customer's acceptance of this proposal is subject to Seller's reservation of the right, without liability, to cancel the accepted proposal based on Seller's evaluation of Customer's credit worthiness. Purchases financed through a leasing or finance company other than Raymond Leasing Corporation require acceptance of this proposal directly from that leasing or finance company and require Seller's approval of such financing arrangements. To the extent this proposal is issued pursuant to a written agreement between Customer and Seller for the purchase of RAYMOND® Industrial trucks (the "Master Agreement"), including the Master Automated Truck System Agreement or Master RAYMOND Industrial Truck Purchase Agreement, the provisions of the Master Agreement will control with respect to all non-Intelligent Warehouse Solution Goods. As to Intelligent Warehouse Solution Goods, please see the section titled Intelligent Warehouse Solutions below.

PROPOSAL EXPIRATION: This proposal automatically expires unless accepted by Customer on or before the expiration date identified on the face of this proposal. If no expiration date is identified on the face of this proposal, this proposal automatically expires unless accepted by Customer within 90 days of issuance. Notwithstanding the preceding two sentences, prices quoted on this proposal are valid for 30 days from the date this proposal was issued.

ACCEPTANCE. This proposal constitutes an offer by Seller that Customer may only accept on the terms set forth herein. To accept Seller's offer, Customer shall (a) sign and return the proposal to Seller; or (b) issue a purchase order that attaches or otherwise references this proposal, proposal number or the quoted Goods. If Customer issues a purchase order under the preceding sentence, the parties acknowledge that any terms appearing thereon (including pre-printed terms) will have no effect and are expressly disclaimed and Customer's acceptance is limited to the terms of this proposal. Customer's acceptance of any part of the Goods will be deemed an acceptance of all terms set forth in this proposal

PRE-SHIPMENT PRICE INCREASES: Seller may increase the price of the quoted Goods, and Customer shall pay the increased prices, if, up to 30 days prior to date of shipment, the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of Customer's proposal acceptance. Price increases will correlate to the percentage increase in the MHEPPI.

TERMS OF PAYMENT: Unless otherwise specified, (a) unit prices apply only to the specific quantity and delivery estimate quoted; and (b) quoted prices do not include the cost of building permits, other required licenses, or any National Fire Protection Association (NFPA) Standards. Goods will be invoiced upon shipment, or proportionately as each truckload is shipped, unless otherwise specified. ***Payment by credit card will not be accepted.*** The price of each Good sold or leased or Service performed is due 10 days from the date of invoice, unless a different due date is specified on this proposal.

TAXES: The prices quoted do not include any sales, use or any other U.S. federal, state, local or foreign taxes. All present and future taxes or other government charges upon the transactions contemplated here-under, whether levied or assessed upon Customer or Seller, including but not limited to sales, use or personal property taxes, will be paid by Customer and Customer shall reimburse Seller for any such taxes or charges paid by Seller. Customer shall not be responsible for the payment of taxes based on the net or gross income of Seller

TRAVEL: Any travel expenses identified on this proposal are estimates only. Customer shall reimburse Seller for all actual travel expenses incurred by Seller and its representatives in connection with the performance of Services.

FREIGHT COST ESTIMATES: If this proposal includes an estimate of freight cost, Customer acknowledges that this is an estimate *only*, not a cost proposal. Seller accepts no responsibility for freight rates, costs, and schedules of carriers, transfers of shipments, or other qualifying events

DELIVERY TIME: Shipment and delivery time is estimated lapsed time from receipt of Customer's acceptance of this proposal. Customer acknowledges that such time estimates are non-binding and subject to change.

DELAY: Seller shall not be liable for any loss or damage to Customer, nor be deemed to have breached this proposal, for any failure or delay in fulfilling or performing any term of this proposal to the extent such failure or delay is caused by or results from strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller's usual sources of supply, government decrees or orders, or, without limiting the foregoing, any other delays beyond Seller's control. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller's option, to cancel this contract or any part thereof without any liability.

CANCELLATION CHARGES: If, after Customer acceptance but prior to shipment, this proposal is terminated by Customer for convenience or by Seller for cause, Customer will be liable to Seller for the following charges

For non-IW Solution Goods: (1) Any engineering or scrap costs incurred by the manufacturer or Seller; (2) 40 percent of the list price of the proposal if the proposal has not been released to production but still results in lost production capacity for the manufacturer; or 100 percent of the list price of the proposal if the proposal has been released to production; and (3) All administrative fees and other miscellaneous expenses.

For IW Solutions: (1) $300 cancellation fee for any ordered iWAREHOUSE® Telematics System, iTRACK Asset and Maintenance Management System ("iTRACK"), In Aisle Detection System or Pick2Pallet™ LED Light System; (2) $2,500 cancellation fee for any ordered Zoning and Positioning; and (3) All third-party service charges incurred by Seller in connection with the planned provision of any IW Solution to Customer.

CHANGE ORDERS: If for any reason it becomes necessary to change the specifications of the Goods ordered, including types and quantities, prior to shipment to Customer, Customer will be liable for the following charges:

For non-IW Solution Goods: (1) Prior to release to production by the manufacturer – Engineering costs plus $150.00; (2) After release to production by the manufacturer – Engineering, Rework, Scrap and Restocking Costs plus $150.00; and (3) Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be added to the changed order as miscellaneous expenses.

For IW Solutions: (1) Non-Equipment changes - $75 per iWAREHOUSE Telematics System, iTRACK, In Aisle Detection System or Pick2Pallet LED Light System change and $150 per Zoning and Positioning change; (2) After 3rd party purchase order is released by Seller or Raymond - $150 per released purchase order; and (3) All third party service charges incurred by Seller to effectuate the change.

INTELLIGENT WAREHOUSE SOLUTIONS: Customer acknowledges that the Goods may include one or more RAYMOND® intelligent warehouse solutions (each an "IW Solution"). Customer's use of any IW Solution is subject to the Master Agreement – Intelligent Warehouse Solutions or other written agreement explicitly governing Customer's use of the ordered IW Solutions (the "IW Solution Agreement") between Customer and Seller. If Customer and Seller are not parties to an IW Solution Agreement and Customer is purchasing or leasing an IW Solution under this proposal, or if the procurement or use of one or more ordered IW Solutions is not governed by an existing IW Solution Agreement, Customer's procurement and use of such IW Solution is subject to (1) with respect to the iWAREHOUSE Telematics System, the iWAREHOUSE Telematics System Terms (Capital/Lease); (2) with respect to Pick2Pallet™ LED Light System, the Pick2Pallet LED Light System Terms; (3) with respect to iBATTERY WiFi or iBATTERY Integrated, the iBATTERY Terms (Capital/Lease); (4) with respect to Zoning and Position, the Zoning and Positioning Terms; (5) with respect to In Aisle Detection System, the In Aisle Detection System Terms; (6) with respect to iWAREHOUSE Real Time Location System, the Raymond iWAREHOUSE Real Time Location System Terms; (7) with respect to an iWAREHOUSE Real Time Location System site survey, the Raymond iWAREHOUSE Real Time Location

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RAYMOND

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System (Site Survey); Terms; (8) with respect to iTRACK, the iTRACK Terms; (8) with respect to the Integrated Tether System, the Integrated Tether System Terms; (9) with respect to iW.FieldSense, the iW.FieldSense Terms, and (10) with respect to iW.ObjectSense, the iW.ObjectSense Terms (collectively, the "Online Terms"). The Online Terms are available at https://www.raymondcorp.com/terms-of-use/warehouse-terms-and-conditions-archive and are incorporated herein by reference. To the extent of a conflict between this proposal and, as applicable, the Master Agreement, the iW Solution Agreement and Online Terms, the iW Solution Agreement and Online Terms control with respect to the iW Solutions.

INTEGRATED SOFTWARE: Seller hereby grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Integrated Software (defined below) solely as necessary for Customer to use the Goods. Customer shall not, and shall not permit others to: (1) sell, lease, rent, timeshare or distribute the Integrated Software; (2) disassemble, decompile, reverse engineer or otherwise attempt to derive the Integrated Software's source code; (3) publish, provide or otherwise make available to any third party, any competitive, performance or any benchmark tests or analysis relating to the Integrated Software; (4) remove, alter or obscure proprietary notices thereon; or (5) use any Integrated Software separate from the Goods on which the Integrated Software is integrated, or for any purpose other than for using and managing the Goods on which the Integrated Software is installed. Seller and its licensors shall have the right to push and remotely install updates and bug fixes without prior notice to Customer. "Integrated Software" means all computer programs, whether in object code, script or other form, embedded into or otherwise running on the purchased or leased Goods, except to the extent such computer program is a component of any iW Solution; and (ii) all subsequent correction releases, updates and upgrades thereto.

INTELLECTUAL PROPERTY OWNERSHIP: Seller and its licensors are and shall remain the owner of all intellectual property rights embodied in or related to the Goods and Services.

DATA: Customer acknowledges that the Goods may collect technical and usage data and related information (collectively, "Data") during Customer's use of the Goods. For purposes of this proposal, Data does not include any data generated or transmitted as a part of any iW Solution. Customer hereby grants Seller a perpetual, irrevocable, non-exclusive, royalty-free license, with the right to sub-license, for Seller, Raymond, their service providers and their affiliates to copy and use the Data (1) as reasonably necessary to provide the Goods to Customer; (2) to improve and develop the Goods, Services and other goods and services; and (3) to aggregate the Data with that of other customers for any business purpose of Seller or its affiliates, provided that such aggregated Data does not identify Customer.

SHIPMENT OF GOODS: Unless otherwise stated elsewhere in this proposal, all prices for Goods shipped to (1) a Customer location in North America are FOB factory (Uniform Commercial Code); and (2) a Customer location outside North America are Ex Works factory (Incoterms® 2010), whether such Goods are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's discretion. Customer shall be solely responsible for all expenses of shipment, including any insurance coverage, which will only be purchased upon Customer's written request.

TITLE: Title to each purchased Good shipped to Customer will pass to Customer upon the later of delivery to the carrier and payment in full for that Good. Title to each purchased Good to be installed by Seller will pass to Customer upon the later of completion of installation and payment in full for that Good. Title to leased Goods will be as set forth in the Lease Agreement.

SELLER'S SECURITY INTEREST: Until the full purchase price is paid, Customer shall, upon receipt of the Goods, ensure that the Goods are: (1) not misused, abused, wasted or allowed to deteriorate; (2) insured for the Goods' full replacement cost value against all risks to which the Goods are exposed or expected to be exposed, including, but not limited to fire and theft; and (3) not sold, transferred or disposed of or be subjected to the claims of any third person, either voluntarily or involuntarily. If Customer does not comply with the terms hereof or does not timely pay for the Goods sold hereunder as agreed, Seller shall have the right, in addition to all other rights granted by law or contained herein, to (i) enter upon Customer's premises to take possession of the items, or (ii) require Customer to make the Goods available to Seller for repossession at a place designated by Seller.

LEASE: This section only applies if (1) Customer submits a lease application for the Goods to Raymond Leasing Corporation; (2) Raymond Leasing Corporation approves the lease application; and (3) Customer and Seller or Customer and Raymond Leasing Corporation are or become parties to Raymond Leasing Corporation's Equipment Master Lease Agreement or other lease agreement acceptable to Raymond Leasing Corporation (the "Lease Agreement") on or before the 60th day after Customer accepts this proposal. In addition to, as applicable, the Master Agreement, iW Solution Agreement and Online Terms, this proposal is subject to the terms of the Lease Agreement. To the extent of a conflict between, as applicable, this proposal, the Master Agreement, iW Solution Agreement, Online Terms and the Lease Agreement, the conflict will be resolved by giving precedence in the following order: (1) with respect to any iW Solution, the iW Solution Agreement and Online Terms, as applicable; (2) the Lease Agreement; (3) the Master Agreement and (4) the proposal. Seller, and any subsequent assignee, including Raymond Leasing Corporation, may assign or otherwise transfer this proposal or the amounts due or to become due hereunder or its rights, title and interest in and to the Goods. If any such assignment is made, Customer shall not assert against the assignee any claim or defense that Customer may have against assignor or any previous assignor; Customer reserving such remedies hereunder against assignor and previous assignors but not assignor's assignee.

INDEMNITY: Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party (the "Indemnified Party") and the other party's affiliates, subcontractors, employees, agents, assignees and successors against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defense (collectively, "Indemnifiable Losses") arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party (each, a "Claim") in connection with the negligent acts or omissions or willful misconduct of the Indemnifying Party, its affiliates, subcontractors, employees or agents. The Indemnified Party shall notify the Indemnifying Party with reasonable promptness upon learning of any Claim for which indemnification is sought, but the Indemnified Party's failure to do so will have no effect except to the extent the Indemnifying Party is prejudiced thereby. The Indemnified Party shall allow the Indemnifying Party to control the defense and settlement of the Claim and shall reasonably cooperate with the defense; but the Indemnifying Party shall use counsel reasonably experienced in the subject matter at issue and shall not settle a Claim without the written consent of the Indemnified Party if such settlement will result in the admission of wrongdoing.

WARRANTIES: Seller warrants the Goods pursuant to the warranty documents attached to this proposal. Commencing upon performance of the Services and continuing for the period of 30 days (the "Service Warranty Period"), Seller warrants that the Services will substantially conform to the descriptions and specifications agreed upon by the parties. During the Service Warranty Period, Seller shall promptly correct any Services that do not meet this warranty at no charge to Customer, so that all errors or non-conformities therein of which Customer notifies Seller are corrected and the Services meet the foregoing warranty. If Seller is not able to correct the nonconforming Services within 90 days of being notified by Customer of the error or nonconformity, then Customer, as its sole remedy, will be entitled to a refund of any amounts paid by Customer for the non-conforming Services. EXCEPT AS EXPRESSLY STATED IN THIS PROPOSAL, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR TITLE, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. ANY EMPLOYEES, REPRESENTATIVES, AGENTS, OR DISTRIBUTORS OF SELLER ARE NOT AUTHORIZED TO MODIFY OR MAKE ADDITIONS TO THIS WARRANTY THAT ARE BINDING ON SELLER. ANY SUCH STATEMENTS, WHETHER WRITTEN OR ORAL, DO NOT CONSTITUTE ADDITIONAL WARRANTIES.

LIMITATION OF LIABILITY: IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER, TOGETHER WITH ITS SUPPLIES, LICENSORS AND AFFILIATES, ARISING OUT OF OR RELATED TO THIS PROPOSAL, EXCEED THE TOTAL PAYMENTS RECEIVED BY SELLER FROM CUSTOMER UNDER THIS PROPOSAL. SELLER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, DATA OR REPUTATION, WHETHER ARSIING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

REV 01/2024

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RAYMOND

RAYMOND
CAROLINA HANDLING

Customer: City of Griffin
Address: 100 S Hill St
City: Griffin
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Quote: 2024-571009 **Rev:** 1
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Phone #:

GOVERNING LAW: The laws of the State of New York govern the validity, interpretation and performance of this proposal as well as all adversarial proceedings arising out of this proposal, without giving effect to any laws, rules or provisions that would cause application of the laws of any jurisdiction other than the State of New York. If either party brings against the other party any proceeding arising out of this proposal, that party may bring that proceeding only in a state court located in Chenango County, New York or a federal court in the Northern District of New York. The application of the United Nations Conventions on Contracts for the International Sale of Goods is excluded.

WAIVER: No waiver or satisfaction of a condition or nonperformance of an obligation under this proposal will be effective unless it is in writing and signed by the party granting the waiver.

INDEPENDENT CONTRACTORS: The parties are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under this proposal or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under this proposal or otherwise at law.

SEVERABILITY: If a court of competent jurisdiction finds any term of this proposal invalid or unenforceable (1) the other terms of this proposal will remain in full effect; and (2) the parties will replace the invalid or unenforceable term with a valid and enforceable term giving effect to the intent of the parties.

ENTIRE AGREEMENT: With of any Master Agreement, any Lease Agreement and any AM Solution Agreement and Online Terms, this proposal contains the entire agreement between the parties with respect to Goods delivered and Services performed hereunder, and no oral promises, agreement or warranties affecting it and no prior or subsequent agreement adding to or altering any term hereof will be valid and enforceable unless in writing and signed by both parties.

REV 01/2024

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RAYMOND

Standard Warranty

Your new *Raymond* ® material handling equipment is warranted against defects in materials and workmanship for the period and/or hours subject to the terms indicated below.

Year One provides fork-to-bumper protection on Non-Wearable Components for one (1) year from the date of installation by an authorized Raymond Solutions and Support Center, and on Wearable Components for four (4) months or 750 hours, whichever occurs first.

Wearable Components include, but are not limited to:

O-Ring Wheels and Bearings
Seals
Oilite Bearings and Bushings
Horns and Alarms
Light Bulbs
Non Stationary Hoses and Cables
Couplings (motor and pump)

The Powertrain and Structural Integrity of your new *Raymond* 3000, 4000, 5000, 7000, 8000, 9600, 9700, and 9800 Series trucks and Walkie Stackers are further warranted against defects in materials and workmanship subject to the terms indicated below:

Years Two and Three provide Powertrain protection on the following components for three (3) years from the date of installation or 3,000 hours, whichever occurs first:

Vehicle Manager
Traction Power Amplifier
Lift Power Amplifier
Steer Motor Assembly
Drive Motor
Drive Unit

Extended Coverage for Structural Integrity provides protection on the Tractor Frame Weldment, Mast Mainframe and Baseleg, or the Pallet Truck Platform Weldment for five (5) years from the date of installation.

Components found to be defective by an authorized Raymond Solutions and Support Center during the warranty period will be replaced or repaired as indicated above. Replacement components installed during the defined period set forth above, are warranted for the balance of the applicable truck warranty period, or 90 days, whichever is longer. Additionally, freight charges for parts involved in the replacement or repair of a defective component will be paid by The Raymond Corporation, provided that the replacement or repair is made by an authorized Raymond Solutions and Support Center. Local taxes, if any, are excluded.

This warranty is void in the event of defects or damage caused by lack of scheduled maintenance (as described in the Maintenance Manual and Raymond Service Information), misuse, abuse, accident, or impact.

This warranty does not cover oil leaks, adjustments, or loose hardware.

The Raymond Corporation reserves the right to make changes and improvements in design without making changes to previously manufactured vehicles.

Notwithstanding any other language contained herein, this warranty is expressly voided without any further notice if any modification is made to the *Raymond* equipment, or if additional components or devices are added to the *Raymond* equipment, without prior approval having been granted in writing by The Raymond Corporation.

EXCEPT FOR THE STANDARD WARRANTY, IF APPLICABLE, THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. THE LIABILITY OF THE RAYMOND CORPORATION SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT, NOR SHALL THE RAYMOND CORPORATION UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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RAYMOND

QUOTATION

610 Airport South Pkwy
College Park, GA 30349

G&W Equipment, Inc.

PREPARED FOR	
Customer:	City OF Griffin
Address:	245 Emlet Drive
	Griffin, Ga 30224

REFERENCE	
Effective From:	Thursday, August 1, 2024
Effective To:	Thursday, October 31, 2024
Quote #:	744600 Rev#3
Account Manager:	Eddie Tafoya
Direct Phone:	
E-mail:	etafoya@gwequip.com

G&W Equipment, Inc. Key Advantages

Locations Across North Carolina, South Carolina and Georgia
Mobile On-Site Service
Parts Fast or Parts Free
Web Based Fleet Management
Extensive Rental Fleet
Locally Owned & Operated

3EPC5000B - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)

HIGHLIGHTS



Uncompromising Performance
-80 Volt electrical system
-AC Drive and hydraulic control systems
-9.0 Kw AC Drive motors x2
-17.6 Kw AC hydraulic motor / 11.3 Kw AC hydraulic motor (3EPC5000, 3EP5000)
-On-demand hydrostatic power steering
-Advanced regenerative braking
-44.1" Wide ITA Class II Carriage (3EPC5000, 3EP5000)
-44.1" Wide ITA Class III Carriage (3EPC6000, 3EP6000, 3EP6500, 3EP7000)
-Standard Tires
-Solid Pneumatic Tires, Front 23X9-10 (3EPC5000, 3EP5000)
-Solid Pneumatic Tires, Front 23X10-12 (3EPC6000, 3EP6000)
-Solid Pneumatic Tires, Front 315/45-12 (3EP6500, 3EP7000)
-Solid Pneumatic Tires, Rear 18X7-8 (3EPC5000, 3EP5000)
-Solid Pneumatic Tires, Rear 180/70-8 (3EP6000)
-Solid Pneumatic Tires, Rear 200/50-10 (3EPC6000, 3EPC6000, 3EP6500)
Designed for Maximum Run Time
-Highly sealed against dust and moisture
-Motors sealed to IP 54
-Electrical connectors sealed to IP 65
-Entire truck sealed to IP 54
-1 Year / 2,000 hour warranty
-2 Year / 4,000 hour extended powertrain warranty

3EPC5000B - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)

-Parts Fast or Parts Free Guarantee
Superior Operator Comfort
-Fully adjustable steering column with tilt & telescoping
-Elongated grab bar
-Rubber floor mat
-Operators Floating Cabin
-Ample storage for operator work tools
-Clipboard & paper holder
-Hydraulics mounted on the armrest
-Comfort Display, (includes an automatic parking brake)
Increased Operator Awareness
- Premium Display Panel, including:
-- 5-level performance mode selector
-- Drive / steering wheel direction indicator
-- Battery discharge indicator [BDI] with lift interrupt
-- Operating hour reading and clock
-- Diagnostics and error display
-- Programmable service interval indicator
-- Thermal limit indicators
-- Brake fluid indicator
-- Parking brake indicator
-- Seat switch indicator
-- Fault indicator and history folder
Enhanced Operator Protection
-Curve Control speed reduction system
-Anti-rollback on ramps and slopes
-Automatically-actuated parking brake
-Electronic backup alarm
-Open, low-access step with anti-slip plate

KEY FEATURES & BENEFITS	
INNOVATIVE AC TECHNOLOGY	Our AC technology incorporates "in house" component design and has been perfected since 1996, providing increased performance, higher energy efficiency, longer run times and lower maintenance costs.
INDUSTRY LEADING ERGONOMIC DESIGN	Spacious operator compartment with 2 way adjustable steer column (tilt + telescoping), 3 way adjustable full suspension seat, 2 way adjustable armrest with hydraulic controls, and spacious storage areas help to make operators work at peak performance levels.
INFORMATIVE PREMIUM DISPLAY	Includes a steering wheel and travel direction indicator in order to help operators start with confidence, Battery Discharge Indicator to help operators gauge the runtime of the unit, and many other helpful indicators.
ENHANCED PERFORMANCE	Due to our advanced AC technology, our products allow for extended operation times per battery charge (up to 2 work shifts).
PERFORMANCE OPTIONS	Electro Hydraulic Steering and High Performance Package (travel + hydraulics) are available to enhance the operator experience and reduce energy consumption for longer operation times.

CONFIGURATION		
CHASSIS	1	5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)
MAST	1	185" MFH / 86.2" OAL / 63" FFH Triplex.
FORKS	1	1.6" X 3.9" X 39" Hook Type - Pallet
BATTERY PREPARATION	1	80V Lead Acid Battery Prep
BATTERY EXTRACTION	1	Rolling Battery Tray With Underside Lift Bar-Maint
BATTERY EXTRACTION	1	Battery Door Hinge, Standard 120° Opening
CARRIAGE	1	Standard Carriage, 4 roller
SIDESHIFTER	1	44.1" Hook-On Sideshifter With Quick Disconnect Coupling
DRIVE & STEER TIRES	1	Solid Pneumatic Tires (Front)
DRIVE & STEER TIRES	1	Solid Pneumatic Tires (Rear)
LOAD BACKREST	1	48" High Load Backrest Extension
ADDITIONAL HYDRAULIC FUNCTIONS	1	1 Additional Hydraulic Function With Quick Disconnect Coupling 1X
HYDRAULIC ACTIVATION	1	3-Section Valve Included With Additional Hydraulic Function
HYDRAULIC SYSTEM OPTIONS	1	Fingertip Controls (soloPILOT)

3EPC5000B - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)

OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Standard Performance
PRODUCTIVITY OPTIONS	1	EasyAccess, Key Switch
WARNING / LIGHT OPTIONS	1	LED Front Working Lights With Plastic Lenses - OHG Mounted (Top)
WARNING / LIGHT OPTIONS	1	Standard Backup Alarm, 95 dB(A)
SEAT	1	Full Suspension Vinyl Seat
DC/DC CONVERTER	1	Single USB Socket, Max 1 Amp
ACCESSORIES	1	Orange Seat Belt And Hip Restraint
LANGUAGE MARKINGS	1	English Language Markings
SERVICE	1	Basic Prep
SERVICE	1	Local Delivery
BATTERY	1	Battery Watering System 80 Volts
	1	TRAITHLON AQUASAVE
	1	CONVENTIONAL CHARGER

3EPC5000B WARRANTY

3EPC5000B Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

3EPC5000B INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)	$58,382.93	$58,382.93	
	SPECIFIED INVESTMENT TOTAL:		$58,382.93	

BATTERY WEIGHT			COMPARTMENT DIMENSIONS				LEAD LENGTH	CONNECTOR	
	MIN	MAX		LENGTH	WIDTH	HEIGHT		TYPE:	Schaltbau 320
LB:	3263	3710	IN:	27.99	40.47	30.87	16.00	COLOR:	Black
KG:	1480	1683	MM:	711	1028	784	406	POSITION:	B

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City OF Griffin	G&W Equipment, Inc.
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	Eddie Tafoya
Title/Position	Territory manager
Customer Purchase Order Number	

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

Terms and Conditions

F.O.B: Delivered

ESTIMATED LEAD TIME: xx Weeks

STANDARD TERMS: Net Due or executed lease documents prior to delivery. Above purchase prices and / or lease rates are subject to change at anytime due to the current inflationary raw material, component and supply chain issues. Pricing and lease payments are not considered locked until G&W has ordered the trucks from MLA and received credit approval from the lender. Pricing and lease rates exclude any applicable taxes and potential additional freight and handling charges. Leases are subject to documentation fee.

ACCEPTANCE: Your signature on this proposal constitutes a non-cancelable order subject to the approval of our General Sales Office in Charlotte, NC. Seller shall not be bound by any terms of Buyer's purchase order which provide conditions additional to or different from the terms hereof. The terms hereof shall survive (i) delivery of the equipment order hereunder, and (ii) the signing of an additional security agreement by Buyer and Seller relating to such equipment. If said terms conflict with such security agreement, the terms of the latter shall control.

DELIVERY: Estimated lead times and delivery dates are based upon Seller's current judgment and are subject to change. Estimated delivery is based on receipt of completed order, approved financial packages and all terms and conditioned being accepted by Buyer. Seller will not be responsible for deliveries later than promised, regardless of the cause, unless attributable to Seller's negligence.

SHIPMENT: Unless otherwise stated, all prices for equipment are F.O.B factory or point of shipment.

CANCELLATION: Accepted orders cannot be canceled, or delivery deferred for greater than 30 days without Seller's written consent with terms that will indemnify the Seller of all losses. If such terms are agreed to by Seller, a minimum 25% restocking fee will be paid immediately to Seller along with other losses incurred by the cancellation.

Toyota Material Handling Systems
325 Horizon Dr
Suwanee, GA 30024-3103
Phone: 678-410-3887
www.atlantaforklifts.com

To: City Of Griffin
100 South Hill Street

Griffin, GA 30223
Attn: Mr. Chris Sprayberry E-Mail: csprayberry@cityofgriffin.com Phone: 678-588-0963

Date: August 14, 2024
Expiration Date: October 31, 2024
Our Ref: 41243104

GSA CONTRACT QUOTE

CONTRACT # GS-07F-0199T

We respectfully submit this quotation for the following NEW Toyota Electric Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 8FBCU30, 4-Wheel Sit-Down AC Electric Lift Truck, quality engineered with the following specification:

- **Cushion Tires**
- **Electric Battery Powered**

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer: Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)**
- **Active Mast Function Controller (AMC): Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.**



Photo may portray optional equipment not included in your quotation.

AC DRIVE AND LIFT SYSTEMS

- **Quicker acceleration.**
- **Higher top speeds.**
- **Longer lasting power.**
- **Low maintenance.**

These are the hallmark benefits of the revolutionary 8FBCU electric lift truck with AC drive hydraulics that distinguish it from conventional DC powered lift trucks. Simply put, Toyota's 8FBCU models are electric marvels, offering unprecedented power, performance and energy efficiency. They are the sum total of creative engineering, breakthrough design and proven technology. All driven by a single vision: to create a superior-

performing electric lift truck that helps boost productivity and minimize operating costs.

AUTOMATIC FORK LEVELING
Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

TOYOTA BUILT MOTORS
Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industries most respected AC electric motors.

ULTRA COMFORT 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH NON-CINCHING SEAT BELT
Operator comfort is taken to a new level with Toyota's Ultra Comfort 4-way adjustable, full suspension vinyl seat.

Mast	**3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:** **Maximum Fork Height - 171"** **Overall Lowered Height - 83.1" (Overhead Guard Height - 88.00")** **Free Lift - 35.1" with standard Load Backrest**
Lifting Capacity	**Base Model Capacity - 6,000 lbs. @ 24" load center** **Derated Capacity at Max Lift Height, based on quoted specifications, - 5,420 lbs. @ 24" load center to 171" Max Fork Height**
Tilt	**6 degrees forward and 5 degrees backwards**
Carriage	**ITA Hook Type, 38" Wide Carriage**
Forks	**"Forks 48" x 5" x 1.8" - Class III"**
Load Backrest	**48" High Load Backrest**
Attachments	**Rightline 38" Hang-on Side-shifter (Includes 3-Way Valve with 3rd Function Hosing)**
Speeds	**Travel Speed: 10.60 mph Lift Speed: 79 fpm**
Voltage	**36 Volt Electrical System**
Steering	**Hydrostatic (On Demand) Power Steering**
Battery Compartment	**34.3" (L) x 39.1" (W) x 23.8" (H)**
Wheels and Tires	**Front Tires: 21x8x15** **Rear Tires: 16x6x10.5**

Additional Equipment Included	**Two (2) Front Facing LED Headlights with Adjustable Guards** **Backup Alarm (Smart Alarm)** **LED Rear Combination Lights** **Safety Strobe Light – Amber** **Seat-Side Mini Lever Controls – Lift/Tilt/Side-Shift** **Black Treaded Tires (Front & Rear)** **BATTERY: Heavy Duty 36v Industrial Battery with 5-year full warranty – Includes Watering System, Water Level Indicator (Blinkie) Light, and Direct Fill Link System** **CHARGER: Heavy Duty 36v Single Phase Industrial Charger with automatic start/stop and automatic equalize features** **Operators Manual**
Other Outstanding Toyota Features	• **Regenerative Braking** • **(ON DEMAND) Full Hydraulic Power Steering** • **Programmable Auto-Shut off** • **Operator Presence Sensing System (OPSS)** • **Travel Power Control (Programmable Acceleration)** • **Planned Maintenance Indicator** • **Foot Parking Brake** • **Adjustable Headlights with Guards** • **Electronic Shift Control** • **11.8" Two spoke steering wheel** • **Dual Operator Assist Grips** • **Dash Integrated Pen/Pencil/Cup Holder** • **Durable Rubber Floor Mat** • **Dash Mounted Cup Holder** • **Digital Multifunction Display with built in Analyzer** • **CAN-BUS controller wiring** ***Some standard items listed within this quotation may be replaced or altered due to optional equipment.***

Warranty	**12 Months or 2,000 hours whichever occurs first: Basic** **36 Months or 6,000 hours whichever occurs first: Powertrain**



See here for more details: www.ToyotaForklift.com/360-support

Investment	**Price-Toyota Model 8FBCU30 as specified above:**	**$46,958**	**Each**
	Net Price:	**$46,958**	**Each**
	Units will be delivered fully serviced and ready to be put into operation. Includes Operator Orientation on the new forklift at your facility at no cost to the government (if desired).		
Government Info	**Atlanta Fork Lifts, Inc / GSA Contract# GS-07F-0199T expires 01-31-2027 / WAWF Certified, TIN# 58-1152676, DUNS# 06-2593603, Cage Code 0VTV7, SAM.GOV Registered, Business Size: Small Business, Phone 678-410-3887** **E-Mail: clinta@atlantaforklifts.com**		

Terms and Conditions	**Payment: Net 10 days / Cash or Financed** **Delivery: Will advise at time of order.** **F.O.B.: Delivered** **Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.** **Lease offerings subject to credit approval** **Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.** **Some options and configurations may void UL.** **Conditions subject to change to those in effect at time of delivery.** **Your signature on this proposal constitutes an order.** **Please contact your Toyota sales representative for additional information.**

GSA CONTRACT NUMBER GS-07F-0199T EXPIRES 01-31-2027

******This Forklift Is Proudly Built in the U.S.A. (Muscatine, IA) ******

*******WE ARE AN SBA CERTIFIED SMALL BUSINESS*******

Sincerely,
Atlanta Fork Lifts, Inc.

By: *Clint Andrews*

Phone: 678-410-3887

Title: GSA Contract Administrator

Accepted:
City of Griffin

By: _____

Name: _____

Title: _____

Date: _____

Optional Equipment

(not included in this Quotation)

	Item	Price	Accepted*
1.	Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$599	_____
2.	Toyota 360 Support Plus 4 48 Months/8,000 Hrs Carriage to Counterweight Warranty 60 Months/8,000 Hrs Major Parts and Component Warranty Up to First (4) PM`s Included (Parts and Labor)	$799	_____
3.	Toyota 360 Support Plus 5 60 Months/10,000 Hrs Carriage to Counterweight Warranty 60 Months/10,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$999	_____

**** Customer: please signify acceptance of an option by initialing in the space provided.***

FLEET/EQUIPMENT REQUEST FORM FOR FY25

Department Telecommunications Div: _____ When needed: FY25

Capital Project # ARPA Within budget **Y / N:** N/A (Apprvd) Amt Budgeted: N/A

Desc of vehicle/equipment: 2024 *YEAR* | Raymond *MAKE* | 4750 Sit-Down Electric Forklift *MODEL*

Additional Body or Apparatus: N/A

Replacement/Addition*: N/A *REPLACEMENT* | This will be a new addition *ADDITION*

Unit Number to be Replaced: _____ Retirement Form included w/submission?* **Y / N:** _____

Additional Comments: _____

Non-Standard Options Approvals: _____ *CITY MANAGER* _____ *DATE*

Vehicle/Equipment assignment: Unit #: _____ To: _____

Approval of Requesting Department: Chris Sprayberry Date: 6/24/24

Approval of Fleet Department: Mary Ellen Date: 6/24/24

Completed copies will be sent as follows: with order

- Requesting department
- Fleet Director
- Vehicle/Equip file (Motorpool)
- Procurement
- Budget
- Fixed Assets

at delivery (invoice) to:

- Procurement
- Motorpool Admin
- Risk Mgmt
- Fixed Assets

* *FLEET makes the final determination on whether a vehicle is retired or transferred. If you feel the vehicle being replaced should be TRANSFERRED (i.e. within your department) rather than Retired, contact Procurement for the TRANSFER Request form.*

RAYMOND
CAROLINA HANDLING

Customer: City of Griffin
Address: 100 S Hill St
City: Griffin
State: GA
Zip: 30223

Quote: 2024-571009 **Rev:** 1
Created: 03-25-2024
Expiration: 09-11-2024
Account Mgr: Stacy Young
Phone #:

4750 4-WHEEL SIT-DOWN COUNTERBALANCED TRUCK

STANDARD FEATURES

POWER UNIT

The *ACR System™*

OPERATOR COMPARTMENT

- Operator Display, Digital (LCD), Multifunction with the following features:
  - Battery State of Charge
  - Date and Time
  - Direction Indicator
  - Hour Meter, Multifunction
  - Low speed setting button
  - Parking Brake Indicator
  - Programmable Performance (6 preprogrammed)
  - Hour Meter, Multifunction
  - Scheduled Maintenance Indicator
  - Speedometer
- Cowl-mounted Hydraulic Controls
- Dash-integrated Pen/Pencil Holder
- Dash-mounted Cup Holder
- Floor Mat, Rubber
- Hood-integrated Clipboard
- Key Switch
- Operator Assist Grips, Dual
- Operator Presence Sensing System (OPSS)
- Parking Brake, Foot Activated
- Seat Belt, Non-cinching Retractable
- Seat, Vinyl, Ergonomic with Tilt, Lumbar, and Suspension Adjustments
- Steering Column, Adjustable

PERFORMANCE

- Carriage, Sideshifter
- Forks (Sizes are Capacities Specific)
- Fork Leveling Control, Automatic (Push Button)
- Steering, Hydrostatic Power
- Horn, Electro-Mechanical
- Hydraulic Functions, Fully Variable, Lever Controls
- Mast Tilt Indicator
- Maximum Speed Limiter
- Regenerative Energy, Three Types:
  - Coast Control
  - Plug Braking
  - Foot Braking
- Load Backrest (Sizes are Capacities Specific)
- Mast, Cushioned Stops
- Mast Tilt (mast and capacity specific)
- Performance Stability System
- Tires (Sizes are Capacities Specific)

DESIGN

- Compliance, OSHA and ANSI/ITSDF
- Construction, UL Type "E"

MAINTENANCE

- AC Motors, Maintenance-free
- Battery, Lift-out
- Floorboard, Easy Access, No Tools Required
- Hydraulic Motor, Easy Access
- Lift and Drive Motor Temperature Warning Lights
- Lift-System Relief Valve
- Overhead Guard, Bolt-on
- Owner/Operator Manuals
- Over-current Motor Protection
- Precise Speed Control
- Precise Torque Control
- Real-Time Coded Fault Detection
- Thermal Limiting
- Warranties, Asset Protection



The lift trucks depicted in this quote contains images of trucks with optional features. Trucks in a standard configuration will be produced with standard features only.

RAYMOND

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CAROLINA HANDLING

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Phone #:

C50TT

Standard

Power Unit	36 volts	Maximum Vehicle Capacity	5000 lb.
Overall Collapsed Height of Mast	88 in.	Overall Elevated Height of Forks	203 in.
Load Size Length	48 in.	Load Size Width	42 in.
Load Size Height	42 in.	Fork Engagement (pct)	88 %
Horizontal Load Center	24 in.	Vertical Load Center (in.)	24 in.
Battery Max Amp Hour	1320 amp-hour	Battery Max Weight (lbs.)	3154 lb.
Battery Min Weight (lbs.)	2400 lb.	Battery Max Width	30.3 in.

Standard

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RAYMOND

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Phone #:

Base Price (1)	**Price Each**	**Total**
Model 4750 Sit-Down Counterbalanced Truck	$33,018.00	$33,018.00

Options (Included in Base Price):
Model 475-C50TT 88/203 30.3in BC (usable)
Alarm Smart Audible Reverse Only (87 dB)
Lights Front Combination (LED)
Light Strobe Amber Bottom Mnt
Keyless On/Off Switch
Fan Operator Cooling
Steering Synchronized
Seat Belt Orange
Standard Warranty Coverage
Armrest, Fingertip Controls with EPO
Seat Belt Interlock Standard Black Seat Belt

Truck Installation Cost:	$250.00	$250.00
Included Power Supply:		
Batteries - Stryteb 18-85-25 (1)	$8,235.00	$8,235.00
Batteries Accessories - Single Point Watering System (1)	$340.00	$340.00
Chargers - 1050H3-18C Stryten (1)	$2,320.00	$2,320.00
Chargers Accessories - Charger Stand (1)	$545.00	$545.00
Truck Freight:	$1,560.00	$1,560.00
Total Price:		$46,268.00

ACCEPTED BY BUYER:
(Terms and Conditions apply, See Attached)

NAME _____ **TITLE** _____

SIGNATURE _____ **PO#** _____

COMPANY NAME: City of Griffin

QUOTATION SUBMITTED BY: Stacy Young

Terms:

PAYMENT TERMS: Net 10

SPECIAL TERMS:

The lift trucks depicted in this quote contains images of trucks with optional features. Trucks in a standard configuration will be produced with standard features only.

RAYMOND

RAYMOND
CAROLINA HANDLING

Customer: City of Griffin
Address: 100 S Hill St
City: Griffin
State: GA
Zip: 30223

Quote: 2024-571009 **Rev:** 1
Created: 03-25-2024
Expiration: 09-11-2024
Account Mgr: Stacy Young
Phone #:

TERMS AND CONDITIONS

This proposal is issued with respect to Seller's sale or lease of industrial trucks, parts and associated accessories (collectively, the "Goods"), including automated industrial trucks and Intelligent Warehouse Solutions (defined below) and the installation and implementation of the Goods (collectively, the "Services"). Customer's acceptance of this proposal is subject to Seller's reservation of the right, without liability, to cancel the accepted proposal based on Seller's evaluation of Customer's credit worthiness. Purchases financed through a leasing or finance company other than Raymond Leasing Corporation require acceptance of this proposal directly from that leasing or finance company and require Seller's approval of such financing arrangements. To the extent this proposal is issued pursuant to a written agreement between Customer and Seller for the purchase of RAYMOND® industrial trucks (the "Master Agreement"), including the Master Automated Truck System Agreement or Master RAYMOND Industrial Truck Purchase Agreement, the provisions of the Master Agreement will control with respect to all non-Intelligent Warehouse Solution Goods. As to Intelligent Warehouse Solution Goods, please see the section titled Intelligent Warehouse Solutions below.

PROPOSAL EXPIRATION: This proposal automatically expires unless accepted by Customer on or before the expiration date identified on the face of this proposal. If no expiration date is identified on the face of this proposal, this proposal automatically expires unless accepted by Customer within 90 days of issuance. Notwithstanding the preceding two sentences, prices quoted on this proposal are valid for 30 days from the date this proposal was issued.

ACCEPTANCE: This proposal constitutes an offer by Seller that Customer may only accept on the terms set forth herein. To accept Seller's offer, Customer shall (a) sign and return the proposal to Seller; or (b) issue a purchase order that attaches or otherwise references this proposal, proposal number or the quoted Goods. If Customer issues a purchase order under the preceding sentence, the parties acknowledge that any terms appearing thereon (including pre-printed terms) will have no effect and are expressly disclaimed and Customer's acceptance is limited to the terms of this proposal. Customer's acceptance of any part of the Goods will be deemed an acceptance of all terms set forth in this proposal.

PRE-SHIPMENT PRICE INCREASES: Seller may increase the price of the quoted Goods, and Customer shall pay the increased prices, if, up to 30 days prior to date of shipment, the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of Customer's proposal acceptance. Price increases will correlate to the percentage increase in the MHEPPI.

TERMS OF PAYMENT: Unless otherwise specified, (a) unit prices apply only to the specific quantity and delivery estimate quoted; and (b) quoted prices do not include the cost of building permits, other required licenses, or any National Fire Protection Association (NFPA) Standards. Goods will be invoiced upon shipment, or proportionally as each truckload is shipped, unless otherwise specified. ***Payment by credit card will not be accepted.*** The price of each Good sold or leased or Service performed is due 10 days from the date of invoice, unless a different due date is specified on this proposal.

TAXES: The prices quoted do not include any sales, use or any other U.S. federal, state, local or foreign taxes. All present and future taxes or other government charges upon the transactions contemplated hereunder, whether levied or assessed upon Customer or Seller, including but not limited to sales, use or personal property taxes, will be paid by Customer and Customer shall reimburse Seller for any such taxes or charges paid by Seller. Customer shall not be responsible for the payment of taxes based on the net or gross income of Seller.

TRAVEL: Any travel expenses identified on this proposal are estimates only. Customer shall reimburse Seller for all actual travel expenses incurred by Seller and its representatives in connection with the performance of Services.

FREIGHT COST ESTIMATES: If this proposal includes an estimate of freight cost, Customer acknowledges that this is an estimate *only*, not a cost proposal. Seller accepts no responsibility for freight rates, costs, and schedules of carriers, transfers of shipments, or other qualifying events.

DELIVERY TIME: Shipment and delivery time is estimated lapsed time from receipt of Customer's acceptance of this proposal. Customer acknowledges that such time estimates are non-binding and subject to change.

DELAY: Seller shall not be liable for any loss or damage to Customer, nor be deemed to have breached this proposal, for any failure or delay in fulfilling or performing any term of this proposal to the extent such failure or delay is caused by or results from strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller's usual sources of supply, government decrees or orders, or, without limiting the foregoing, any other delays beyond Seller's control. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller's option, to cancel this contract or any part thereof without any liability.

CANCELLATION CHARGES: If, after Customer acceptance but prior to shipment, this proposal is terminated by Customer for convenience or by Seller for cause, Customer will be liable to Seller for the following charges:

For non-iW Solution Goods: (1) Any engineering or scrap costs incurred by the manufacturer or Seller; (2) 40 percent of the list price of the proposal if the proposal has not been released to production but still results in lost production capacity for the manufacturer; or 100 percent of the list price of the proposal if the proposal has been released to production; and (3) All administrative fees and other miscellaneous expenses.

For iW Solutions: (1) $300 cancellation fee for any ordered iWAREHOUSE® Telematics System, iTRACK Asset and Maintenance Management System ("iTRACK"), In Aisle Detection System or Pick2Pallet™ LED Light System; (2) $2,500 cancellation fee for any ordered Zoning and Positioning; and (3) All third-party service charges incurred by Seller in connection with the planned provision of any iW Solution to Customer.

CHANGE ORDERS: If for any reason it becomes necessary to change the specifications of the Goods ordered, including types and quantities, prior to shipment to Customer, Customer will be liable for the following charges:

For non-iW Solution Goods: (1) Prior to release to production by the manufacturer – Engineering costs plus $150.00; (2) After release to production by the manufacturer – Engineering, Rework, Scrap and Restocking Costs plus $150.00; and (3) Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be added to the changed order as miscellaneous expenses.

For iW Solutions: (1) Non-Equipment changes - $75 per iWAREHOUSE Telematics System, iTRACK, In Aisle Detection System or Pick2Pallet LED Light System change and $150 per Zoning and Positioning change; (2) After 3rd party purchase order is released by Seller or Raymond - $150 per released purchase order; and (3) All third party service charges incurred by Seller to effectuate the change.

INTELLIGENT WAREHOUSE SOLUTIONS: Customer acknowledges that the Goods may include one or more RAYMOND® intelligent warehouse solutions (each an "iW Solution"). Customer's use of any iW Solution is subject to the Master Agreement – Intelligent Warehouse Solutions or other written agreement explicitly governing Customer's use of the ordered iW Solutions (the "iW Solution Agreement") between Customer and Seller. If Customer and Seller are not parties to an iW Solution Agreement and Customer is purchasing or leasing an iW Solution under this proposal, or if the procurement or use of one or more ordered iW Solutions is not governed by an existing iW Solution Agreement, Customer's procurement and use of such iW Solution is subject to (1) with respect to the iWAREHOUSE Telematics System, the iWAREHOUSE Telematics System Terms (Capital/Lease); (2) with respect to Pick2Pallet™ LED Light System, the Pick2Pallet LED Light System Terms; (3) with respect to iBATTERY Wifi or iBATTERY Integrated, the iBATTERY Terms (Capital/Lease); (4) with respect to Zoning and Position, the Zoning and Positioning Terms; (5) with respect to In Aisle Detection System, the In Aisle Detection System Terms; (6) with respect to iWAREHOUSE Real Time Location System, the Raymond iWAREHOUSE Real Time Location System Terms; (7) with respect to an iWAREHOUSE Real Time Location System site survey, the Raymond iWAREHOUSE Real Time Location

The lift trucks depicted in this quote contains images of trucks with optional features. Trucks in a standard configuration will be produced with standard features only.

RAYMOND

System (Site Survey) Terms; (8) with respect to iTRACK, the iTRACK Terms; (8) with respect to the Integrated Tether System, the Integrated Tether System Terms; (9) with respect to iW.FieldSense, the iW.FieldSense Terms; and (10) with respect to iW.ObjectSense, the iW.ObjectSense Terms (collectively, the "Online Terms"). The Online Terms are available at https://www.raymondcorp.com/terms-of-use/iwarehouse-terms-and-conditions-archive and are incorporated herein by reference. To the extent of a conflict between this proposal and, as applicable, the Master Agreement, the iW Solution Agreement and Online Terms, the iW Solution Agreement and Online Terms control with respect to the iW Solutions.

INTEGRATED SOFTWARE: Seller hereby grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Integrated Software (defined below) solely as necessary for Customer to use the Goods. Customer shall not, and shall not permit others to: (1) sell, lease, rent, timeshare or distribute the Integrated Software; (2) disassemble, decompile, reverse engineer or otherwise attempt to derive the Integrated Software's source code; (3) publish, provide or otherwise make available to any third party, any competitive, performance or any benchmark tests or analysis relating to the Integrated Software; (4) remove, alter or obscure proprietary notices thereon; or (5) use any Integrated Software separate from the Goods on which the Integrated Software is integrated, or for any purpose other than for using and managing the Goods on which the Integrated Software is installed. Seller and its licensors shall have the right to push and remotely install updates and bug fixes without prior notice to Customer. "Integrated Software" means all computer programs, whether in object code, script or other form, embedded into or otherwise running on the purchased or leased Goods, except to the extent such computer program is a component of any iW Solution; and (ii) all subsequent correction releases, updates and upgrades thereto.

INTELLECTUAL PROPERTY OWNERSHIP: Seller and its licensors are and shall remain the owner of all intellectual property rights embodied in or related to the Goods and Services.

DATA: Customer acknowledges that the Goods may collect technical and usage data and related information (collectively, "Data") during Customer's use of the Goods. For purposes of this proposal, Data does not include any data generated or transmitted as a part of any iW Solution. Customer hereby grants Seller a perpetual, irrevocable, non-exclusive, royalty-free license, with the right to sub-license, for Seller, Raymond, their service providers and their affiliates to copy and use the Data (1) as reasonably necessary to provide the Goods to Customer; (2) to improve and develop the Goods, Services and other goods and services; and (3) to aggregate the Data with that of other customers for any business purpose of Seller or its affiliates, provided that such aggregated Data does not identify Customer.

SHIPMENT OF GOODS: Unless otherwise stated elsewhere in this proposal, all prices for Goods shipped to (1) a Customer location in North America are FOB factory (Uniform Commercial Code); and (2) a Customer location outside North America are Ex Works factory (Incoterms® 2010), whether such Goods are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's discretion. Customer shall be solely responsible for all expenses of shipment, including any insurance coverage, which will only be purchased upon Customer's written request.

TITLE: Title to each purchased Good shipped to Customer will pass to Customer upon the later of delivery to the carrier and payment in full for that Good. Title to each purchased Good to be installed by Seller will pass to Customer upon the later of completion of installation and payment in full for that Good. Title to leased Goods will be as set forth in the Lease Agreement.

SELLER'S SECURITY INTEREST: Until the full purchase price is paid, Customer shall, upon receipt of the Goods, ensure that the Goods are: (1) not misused, abused, wasted or allowed to deteriorate; (2) insured for the Goods' full replacement cost value against all risks to which the Goods are exposed or expected to be exposed, including, but not limited to fire and theft; and (3) not sold, transferred or disposed of or be subjected to the claims of any third person, either voluntarily or involuntarily. If Customer does not comply with the terms hereof or does not timely pay for the Goods sold hereunder as agreed, Seller shall have the right, in addition to all other rights granted by law or contained herein, to (i) enter upon Customer's premises to take possession of the items, or (ii) require Customer to make the Goods available to Seller for repossession at a place designated by Seller.

LEASE: This section only applies if (1) Customer submits a lease application for the Goods to Raymond Leasing Corporation; (2) Raymond Leasing Corporation approves the lease application; and (3) Customer and Seller or Customer and Raymond Leasing Corporation are or become parties to Raymond Leasing Corporation's Equipment Master Lease Agreement or other lease agreement acceptable to Raymond Leasing Corporation (the "Lease Agreement") on or before the 60th day after Customer accepts this proposal. In addition to, as applicable, the Master Agreement, iW Solution Agreement and Online Terms, this proposal is subject to the terms of the Lease Agreement. To the extent of a conflict between, as applicable, this proposal, the Master Agreement, iW Solution Agreement, Online Terms and the Lease Agreement, the conflict will be resolved by giving precedence in the following order: (1) with respect to any iW Solution, the iW Solution Agreement and Online Terms, as applicable; (2) the Lease Agreement; (3) the Master Agreement and (4) the proposal. Seller, and any subsequent assignee, including Raymond Leasing Corporation, may assign or otherwise transfer this proposal or the amounts due or to become due hereunder or its rights, title and interest in and to the Goods. If any such assignment is made, Customer shall not assert against the assignee any claim or defense that Customer may have against assignor or any previous assignor; Customer reserving such remedies hereunder against assignor and previous assignors but not assignor's assignee.

INDEMNITY: Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party (the "Indemnified Party") and the other party's affiliates, subcontractors, employees, agents, assignees and successors against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defense (collectively, "Indemnifiable Losses") arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party (each, a "Claim") in connection with the negligent acts or omissions or willful misconduct of the Indemnifying Party, its affiliates, subcontractors, employees or agents. The Indemnified Party shall notify the Indemnifying Party with reasonable promptness upon learning of any Claim for which indemnification is sought, but the Indemnified Party's failure to do so will have no effect except to the extent the Indemnifying Party is prejudiced thereby. The Indemnified Party shall allow the Indemnifying Party to control the defense and settlement of the Claim and shall reasonably cooperate with the defense; but the Indemnifying Party shall use counsel reasonably experienced in the subject matter at issue and shall not settle a Claim without the written consent of the Indemnified Party if such settlement will result in the admission of wrongdoing

WARRANTIES: Seller warrants the Goods pursuant to the warranty documents attached to this proposal. Commencing upon performance of the Services and continuing for the period of 30 days (the "Service Warranty Period"), Seller warrants that the Services will substantially conform to the descriptions and specifications agreed upon by the parties. During the Service Warranty Period, Seller shall promptly correct any Services that do not meet this warranty at no charge to Customer, so that all errors or non-conformities therein of which Customer notifies Seller are corrected and the Services meet the foregoing warranty. If Seller is not able to correct the nonconforming Services within 90 days of being notified by Customer of the error or nonconformity, then Customer, as its sole remedy, will be entitled to a refund of any amounts paid by Customer for the non-conforming Services. EXCEPT AS EXPRESSLY STATED IN THIS PROPOSAL, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR TITLE, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. ANY EMPLOYEES, REPRESENTATIVES, AGENTS, OR DISTRIBUTORS OF SELLER ARE NOT AUTHORIZED TO MODIFY OR MAKE ADDITIONS TO THIS WARRANTY THAT ARE BINDING ON SELLER. ANY SUCH STATEMENTS, WHETHER WRITTEN OR ORAL, DO NOT CONSTITUTE ADDITIONAL WARRANTIES.

LIMITATION OF LIABILITY: IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER, TOGETHER WITH ITS SUPPLIES, LICENSORS AND AFFILIATES, ARISING OUT OF OR RELATED TO THIS PROPOSAL, EXCEED THE TOTAL PAYMENTS RECEIVED BY SELLER FROM CUSTOMER UNDER THIS PROPOSAL. SELLER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, DATA OR REPUTATION, WHETHER ARSIING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

REV 01/2024

Customer: City of Griffin
Address: 100 S Hill St
City: Griffin
State: GA
Zip: 30223

Quote: 2024-571009 **Rev:** 1
Created: 03-25-2024
Expiration: 09-11-2024
Account Mgr: Stacy Young
Phone #:

GOVERNING LAW: The laws of the State of New York govern the validity, interpretation and performance of this proposal as well as all adversarial proceedings arising out of this proposal, without giving effect to any laws, rules or provisions that would cause application of the laws of any jurisdiction other than the State of New York. If either party brings against the other party any proceeding arising out of this proposal, that party may bring that proceeding only in a state court located in Chenango County, New York or a federal court in the Northern District of New York. The application of the United Nations Conventions on Contracts for the International Sale of Goods is excluded.

WAIVER: No waiver or satisfaction of a condition or nonperformance of an obligation under this proposal will be effective unless it is in writing and signed by the party granting the waiver.

INDEPENDENT CONTRACTORS: The parties are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under this proposal or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under this proposal or otherwise at law.

SEVERABILITY: If a court of competent jurisdiction finds any term of this proposal invalid or unenforceable (1) the other terms of this proposal will remain in full effect; and (2) the parties will replace the invalid or unenforceable term with a valid and enforceable term giving effect to the intent of the parties.

ENTIRE AGREEMENT: With of any Master Agreement, any Lease Agreement and any iW Solution Agreement and Online Terms, this proposal contains the entire agreement between the parties with respect to Goods delivered and Services performed hereunder, and no oral promises, agreement or warranties affecting it and no prior or subsequent agreement adding to or altering any term hereof will be valid and enforceable unless in writing and signed by both parties.

REV 01/2024

The lift trucks depicted in this quote contains images of trucks with optional features. Trucks in a standard configuration will be produced with standard features only.

Standard Warranty

Your new *Raymond* ® material handling equipment is warranted against defects in materials and workmanship for the period and/or hours subject to the terms indicated below.

Year One provides fork-to-bumper protection on Non-Wearable Components for one (1) year from the date of installation by an authorized Raymond Solutions and Support Center, and on Wearable Components for four (4) months or 750 hours, whichever occurs first.

Wearable Components include, but are not limited to:

O-Ring Wheels and Bearings	Light Bulbs
Seals	Non Stationary Hoses and Cables
Oilite Bearings and Bushings	Couplings (motor and pump)
Horns and Alarms	

The Powertrain and Structural Integrity of your new *Raymond* 3000, 4000, 5000, 7000, 8000, 9600, 9700, and 9800 Series trucks and Walkie Stackers are further warranted against defects in materials and workmanship subject to the terms indicated below:

Years Two and Three provide Powertrain protection on the following components for three (3) years from the date of installation or 3,000 hours, whichever occurs first:

Vehicle Manager	Steer Motor Assembly
Traction Power Amplifier	Drive Motor
Lift Power Amplifier	Drive Unit

Extended Coverage for Structural Integrity provides protection on the Tractor Frame Weldment, Mast Mainframe and Baseleg, or the Pallet Truck Platform Weldment for five (5) years from the date of installation.

Components found to be defective by an authorized Raymond Solutions and Support Center during the warranty period will be replaced or repaired as indicated above. Replacement components installed during the defined period set forth above, are warranted for the balance of the applicable truck warranty period, or 90 days, whichever is longer. Additionally, freight charges for parts involved in the replacement or repair of a defective component will be paid by The Raymond Corporation, provided that the replacement or repair is made by an authorized Raymond Solutions and Support Center. Local taxes, if any, are excluded.

This warranty is void in the event of defects or damage caused by lack of scheduled maintenance (as described in the Maintenance Manual and Raymond Service Information), misuse, abuse, accident, or impact.

This warranty does not cover oil leaks, adjustments, or loose hardware.

The Raymond Corporation reserves the right to make changes and improvements in design without making changes to previously manufactured vehicles.

Notwithstanding any other language contained herein, this warranty is expressly voided without any further notice if any modification is made to the *Raymond* equipment, or if additional components or devices are added to the *Raymond* equipment, without prior approval having been granted in writing by The Raymond Corporation.

EXCEPT FOR THE STANDARD WARRANTY, IF APPLICABLE, THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. THE LIABILITY OF THE RAYMOND CORPORATION SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT, NOR SHALL THE RAYMOND CORPORATION UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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7/22 1127927/001G

Toyota Material Handling Systems
325 Horizon Dr
Suwanee, GA 30024-3103
Phone: 678-410-3887
www.atlantaforklifts.com

To: City Of Griffin
100 South Hill Street

Griffin, GA 30223

Date: August 14, 2024
Expiration Date: October 31, 2024
Our Ref: 41243104

Attn: Mr. Chris Sprayberry **E-Mail:** csprayberry@cityofgriffin.com **Phone:** 678-588-0963

GSA CONTRACT QUOTE

CONTRACT # GS-07F-0199T

We respectfully submit this quotation for the following NEW Toyota Electric Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 8FBCU30, 4-Wheel Sit-Down AC Electric Lift Truck, quality engineered with the following specification:

- **Cushion Tires**
- **Electric Battery Powered**

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer: Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)**
- **Active Mast Function Controller (AMC): Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.**



Photo may portray optional equipment not included in your quotation.

AC DRIVE AND LIFT SYSTEMS

- **Quicker acceleration.**
- **Higher top speeds.**
- **Longer lasting power.**
- **Low maintenance.**

These are the hallmark benefits of the revolutionary 8FBCU electric lift truck with AC drive hydraulics that distinguish it from conventional DC powered lift trucks. Simply put, Toyota's 8FBCU models are electric marvels, offering unprecedented power, performance and energy efficiency. They are the sum total of creative engineering, breakthrough design and proven technology. All driven by a single vision: to create a superior-

performing electric lift truck that helps boost productivity and minimize operating costs.

AUTOMATIC FORK LEVELING
Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

TOYOTA BUILT MOTORS
Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industries most respected AC electric motors.

ULTRA COMFORT 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH NON-CINCHING SEAT BELT
Operator comfort is taken to a new level with Toyota's Ultra Comfort 4-way adjustable, full suspension vinyl seat.

Mast	**3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:** **Maximum Fork Height - 171"** **Overall Lowered Height - 83.1" (Overhead Guard Height - 88.00")** **Free Lift - 35.1" with standard Load Backrest**
Lifting Capacity	**Base Model Capacity - 6,000 lbs. @ 24" load center** **Derated Capacity at Max Lift Height, based on quoted specifications, - 5,420 lbs. @ 24" load center to 171" Max Fork Height**
Tilt	**6 degrees forward and 5 degrees backwards**
Carriage	**ITA Hook Type, 38" Wide Carriage**
Forks	**"Forks 48" x 5" x 1.8" - Class III"**
Load Backrest	**48" High Load Backrest**
Attachments	**Rightline 38" Hang-on Side-shifter (Includes 3-Way Valve with 3rd Function Hosing)**
Speeds	**Travel Speed: 10.60 mph Lift Speed: 79 fpm**
Voltage	**36 Volt Electrical System**
Steering	**Hydrostatic (On Demand) Power Steering**
Battery Compartment	**34.3" (L) x 39.1" (W) x 23.8" (H)**
Wheels and Tires	**Front Tires: 21x8x15** **Rear Tires: 16x6x10.5**

Additional Equipment Included	**Two (2) Front Facing LED Headlights with Adjustable Guards** **Backup Alarm (Smart Alarm)** **LED Rear Combination Lights** **Safety Strobe Light – Amber** **Seat-Side Mini Lever Controls – Lift/Tilt/Side-Shift** **Black Treaded Tires (Front & Rear)** **BATTERY: Heavy Duty 36v Industrial Battery with 5-year full warranty – Includes Watering System, Water Level Indicator (Blinkie) Light, and Direct Fill Link System** **CHARGER: Heavy Duty 36v Single Phase Industrial Charger with automatic start/stop and automatic equalize features** **Operators Manual**
Other Outstanding Toyota Features	• **Regenerative Braking** • **(ON DEMAND) Full Hydraulic Power Steering** • **Programmable Auto-Shut off** • **Operator Presence Sensing System (OPSS)** • **Travel Power Control (Programmable Acceleration)** • **Planned Maintenance Indicator** • **Foot Parking Brake** • **Adjustable Headlights with Guards** • **Electronic Shift Control** • **11.8" Two spoke steering wheel** • **Dual Operator Assist Grips** • **Dash Integrated Pen/Pencil/Cup Holder** • **Durable Rubber Floor Mat** • **Dash Mounted Cup Holder** • **Digital Multifunction Display with built in Analyzer** • **CAN-BUS controller wiring** ***Some standard items listed within this quotation may be replaced or altered due to optional equipment.***
Warranty	**12 Months or 2,000 hours whichever occurs first: Basic** **36 Months or 6,000 hours whichever occurs first: Powertrain**



See here for more details: www.ToyotaForklift.com/360-support

Investment	**Price-Toyota Model 8FBCU30 as specified above:**	**$46,958**	**Each**
	Net Price:	**$46,958**	**Each**
	Units will be delivered fully serviced and ready to be put into operation. Includes Operator Orientation on the new forklift at your facility at no cost to the government (if desired).		
Government Info	**Atlanta Fork Lifts, Inc / GSA Contract# GS-07F-0199T expires 01-31-2027 / WAWF Certified, TIN# 58-1152676, DUNS# 06-2593603, Cage Code 0VTV7, SAM.GOV Registered, Business Size: Small Business, Phone 678-410-3887** **E-Mail: clinta@atlantaforklifts.com**		

Terms and Conditions	**Payment: Net 10 days / Cash or Financed** **Delivery: Will advise at time of order.** **F.O.B.: Delivered** **Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.** **Lease offerings subject to credit approval** **Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.** **Some options and configurations may void UL.** **Conditions subject to change to those in effect at time of delivery.** **Your signature on this proposal constitutes an order.** **Please contact your Toyota sales representative for additional information.**

GSA CONTRACT NUMBER GS-07F-0199T EXPIRES 01-31-2027

***This Forklift Is Proudly Built in the U.S.A. (Muscatine, IA) ***

*****WE ARE AN SBA CERTIFIED SMALL BUSINESS*****

Sincerely,
Atlanta Fork Lifts, Inc.

By: Clint Andrews

Phone: 678-410-3887

Title: GSA Contract Administrator

Accepted:
City of Griffin

By: _____

Name: _____

Title: _____

Date: _____

Optional Equipment

(not included in this Quotation)

	Item	Price	Accepted*
1.	Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$599	
2.	Toyota 360 Support Plus 4 48 Months/8,000 Hrs Carriage to Counterweight Warranty 60 Months/8,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$799	
3.	Toyota 360 Support Plus 5 60 Months/10,000 Hrs Carriage to Counterweight Warranty 60 Months/10,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	$999	

**** Customer: please signify acceptance of an option by initialing in the space provided.***

QUOTATION

610 Airport South Pkwy
College Park, GA 30349

G&W Equipment, Inc.

PREPARED FOR	
Customer:	City OF Griffin
Address:	245 Emlet Drive
	Griffin, Ga 30224

REFERENCE	
Effective From:	Thursday, August 1, 2024
Effective To:	Thursday, October 31, 2024
Quote #:	744600 Rev#3
Account Manager:	Eddie Tafoya
Direct Phone:	
E-mail:	etafoya@gwequip.com

G&W Equipment, Inc. Key Advantages

Locations Across North Carolina, South Carolina and Georgia
Mobile On-Site Service
Parts Fast or Parts Free
Web Based Fleet Management
Extensive Rental Fleet
Locally Owned & Operated

3EPC5000B - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)

HIGHLIGHTS

Uncompromising Performance
-80 Volt electrical system
-AC Drive and hydraulic control systems
-9.0 Kw AC Drive motors x2
-17.6 Kw AC hydraulic motor / 11.3 Kw AC hydraulic motor (3EPC5000, 3EP5000)
-On-demand hydrostatic power steering
-Advanced regenerative braking
-44.1" Wide ITA Class II Carriage (3EPC5000, 3EP5000)
-44.1" Wide ITA Class III Carriage (3EPC6000, 3EP6000, 3EP6500, 3EP7000)
-Standard Tires
-Solid Pneumatic Tires, Front 23X9-10 (3EPC5000, 3EP5000)
-Solid Pneumatic Tires, Front 23X10-12 (3EPC6000, 3EP6000)
-Solid Pneumatic Tires, Front 315/45-12 (3EP6500, 3EP7000)
-Solid Pneumatic Tires, Rear 18X7-8 (3EPC5000, 3EP5000)
-Solid Pneumatic Tires, Rear 180/70-8 (3EP6000)
-Solid Pneumatic Tires, Rear 200/50-10 (3EPC6000, 3EPC6000, 3EP6500)
Designed for Maximum Run Time
-Highly sealed against dust and moisture
-Motors sealed to IP 54
-Electrical connectors sealed to IP 65
-Entire truck sealed to IP 54
-1 Year / 2,000 hour warranty
-2 Year / 4,000 hour extended powertrain warranty



3EPC5000B - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)

-Parts Fast or Parts Free Guarantee
Superior Operator Comfort
-Fully adjustable steering column with tilt & telescoping
-Elongated grab bar
-Rubber floor mat
-Operators Floating Cabin
-Ample storage for operator work tools
-Clipboard & paper holder
-Hydraulics mounted on the armrest
-Comfort Display, (includes an automatic parking brake)
Increased Operator Awareness
- Premium Display Panel, including:
-- 5-level performance mode selector
-- Drive / steering wheel direction indicator
-- Battery discharge indicator [BDI] with lift interrupt
-- Operating hour reading and clock
-- Diagnostics and error display
-- Programmable service interval indicator
-- Thermal limit indicators
-- Brake fluid indicator
-- Parking brake indicator
-- Seat switch indicator
-- Fault indicator and history folder
Enhanced Operator Protection
-Curve Control speed reduction system
-Anti-rollback on ramps and slopes
-Automatically-actuated parking brake
-Electronic backup alarm
-Open, low-access step with anti-slip plate

KEY FEATURES & BENEFITS	
INNOVATIVE AC TECHNOLOGY	Our AC technology incorporates “in house” component design and has been perfected since 1996, providing increased performance, higher energy efficiency, longer run times and lower maintenance costs.
INDUSTRY LEADING ERGONOMIC DESIGN	Spacious operator compartment with 2 way adjustable steer column (tilt + telescoping), 3 way adjustable full suspension seat, 2 way adjustable armrest with hydraulic controls, and spacious storage areas help to make operators work at peak performance levels.
INFORMATIVE PREMIUM DISPLAY	Includes a steering wheel and travel direction indicator in order to help operators start with confidence, Battery Discharge Indicator to help operators gauge the runtime of the unit, and many other helpful indicators.
ENHANCED PERFORMANCE	Due to our advanced AC technology, our products allow for extended operation times per battery charge (up to 2 work shifts).
PERFORMANCE OPTIONS	Electro Hydraulic Steering and High Performance Package (travel + hydraulics) are available to enhance the operator experience and reduce energy consumption for longer operation times.

CONFIGURATION		
CHASSIS	1	5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)
MAST	1	185'' MFH / 86.2'' OAL / 63'' FFH Triplex.
FORKS	1	1.6" X 3.9" X 39" Hook Type - Pallet
BATTERY PREPARATION	1	80V Lead Acid Battery Prep
BATTERY EXTRACTION	1	Rolling Battery Tray With Underside Lift Bar-Maint
BATTERY EXTRACTION	1	Battery Door Hinge, Standard 120° Opening
CARRIAGE	1	Standard Carriage, 4 roller
SIDESHIFTER	1	44.1" Hook-On Sideshifter With Quick Disconnect Coupling
DRIVE & STEER TIRES	1	Solid Pneumatic Tires (Front)
DRIVE & STEER TIRES	1	Solid Pneumatic Tires (Rear)
LOAD BACKREST	1	48" High Load Backrest Extension
ADDITIONAL HYDRAULIC FUNCTIONS	1	1 Additional Hydraulic Function With Quick Disconnect Coupling 1X
HYDRAULIC ACTIVATION	1	3-Section Valve Included With Additional Hydraulic Function
HYDRAULIC SYSTEM OPTIONS	1	Fingertip Controls (soloPILOT)

3EPC5000B - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)

OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Standard Performance
PRODUCTIVITY OPTIONS	1	EasyAccess, Key Switch
WARNING / LIGHT OPTIONS	1	LED Front Working Lights With Plastic Lenses - OHG Mounted (Top)
WARNING / LIGHT OPTIONS	1	Standard Backup Alarm, 95 dB(A)
SEAT	1	Full Suspension Vinyl Seat
DC/DC CONVERTER	1	Single USB Socket, Max 1 Amp
ACCESSORIES	1	Orange Seat Belt And Hip Restraint
LANGUAGE MARKINGS	1	English Language Markings
SERVICE	1	Basic Prep
SERVICE	1	Local Delivery
BATTERY	1	Battery Watering System 80 Volts
	1	TRAITHLON AQUASAVE
	1	CONVENTIONAL CHARGER

3EPC5000B WARRANTY

3EPC5000B Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

3EPC5000B INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck (Compact)	$58,382.93	$58,382.93	
	SPECIFIED INVESTMENT TOTAL:		$58,382.93	

BATTERY WEIGHT			COMPARTMENT DIMENSIONS				LEAD LENGTH	CONNECTOR	
	MIN	MAX		LENGTH	WIDTH	HEIGHT			
LB:	3263	3710	IN:	27.99	40.47	30.87	16.00	TYPE:	Schaltbau 320
KG:	1480	1683	MM:	711	1028	784	406	COLOR:	Black
								POSITION:	B

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City OF Griffin	G&W Equipment, Inc.
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	Eddie Tafoya Printed name
Title/Position	Territory manager Title/Position
Customer Purchase Order Number	

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

Terms and Conditions

F.O.B: Delivered

ESTIMATED LEAD TIME: xx Weeks

STANDARD TERMS: Net Due or executed lease documents prior to delivery. Above purchase prices and / or lease rates are subject to change at anytime due to the current inflationary raw material, component and supply chain issues. Pricing and lease payments are not considered locked until G&W has ordered the trucks from MLA and received credit approval from the lender. Pricing and lease rates exclude any applicable taxes and potential additional freight and handling charges. Leases are subject to documentation fee.

ACCEPTANCE: Your signature on this proposal constitutes a non-cancelable order subject to the approval of our General Sales Office in Charlotte, NC. Seller shall not be bound by any terms of Buyer's purchase order which provide conditions additional to or different from the terms hereof. The terms hereof shall survive (i) delivery of the equipment order hereunder, and (ii) the signing of an additional security agreement by Buyer and Seller relating to such equipment. If said terms conflict with such security agreement, the terms of the latter shall control.

DELIVERY: Estimated lead times and delivery dates are based upon Seller's current judgment and are subject to change. Estimated delivery is based on receipt of completed order, approved financial packages and all terms and conditioned being accepted by Buyer. Seller will not be responsible for deliveries later than promised, regardless of the cause, unless attributable to Seller's negligence.

SHIPMENT: Unless otherwise stated, all prices for equipment are F.O.B factory or point of shipment.

CANCELLATION: Accepted orders cannot be canceled, or delivery deferred for greater than 30 days without Seller's written consent with terms that will indemnify the Seller of all losses. If such terms are agreed to by Seller, a minimum 25% restocking fee will be paid immediately to Seller along with other losses incurred by the cancellation.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider fiber relocation and splicing services at Historic City Hall from Four Seasons Cable Construction, lowest quote, in the amount of $35,011.22. *Telecommunications Manager Chris Sprayberry will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Of the three quotes requested, Four Seasons Cable Construction provided the lowest quoted price for this fiber project. This fiber relocation project is necessary due to an upcoming hotel development in the area where the City of Griffin currently has a 288-count aerial fiber optic cable. The fiber will be relocated to East Slaton Ave. to better serve City of Griffin residents and businesses.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $35,011.22 will be allocated from ARPA funding.

Submitted By:
Chris Sprayberry

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Four Seasons Cable Construction PO - COG HCH Fiber Relocation and Splicing.pdf
Waldron Communications City of Griffin 007 City Fiber Project - HCH Fiber Reroute.pdf
UTEC No Bid - Invitation to bid on City of Griffin fiber project.pdf
Four Seasons Cable Construction COG Proposal Job 279 - HCH 288 Fiber Reroute Updated.pdf

Griffin
Growing TOGETHER

SH 8/16/24

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

DATE: 8/16/24

FY25 Purchase Order No. _____
Bid/Quote No. _____
Vendor No. _____

Four Seasons Cable Construction
Attn: James & Rita Mace
3345 Williamson Road
Williamson, GA 30292
fourseasonscable@bellsouth.net
Ph: (770) 229-5450 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:

City of Griffin
Telecommunications
100 S Hill Street
Griffin, GA 30223

ATTN: Chris Sprayberry
Phone: 678-692-0520 Fax: _____

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
City of Griffin HCH Fiber Relocation and Splicing	234 - 4750 - 54 - 1400 - 0000	1		35,011.220	35,011.22
ARPA Funding	- - - -				
	- - - -				
8.16.2024 as amended	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	901 - 0000 - 13 - 1131 - 0000	enter debit/credit amounts in			(35,011.227)
(DISTRIBUTION & $$)	901 - 4700 - 11 - 7601 - 0000	the extended totals column			
COMMENTS:				**Totals: $**	**$ 35,011.22**

FY25 Purchase Order

COG USE ONLY

PRICING METHOD:

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

Copy emailed to Supplier ☐ Supplier Notified

COG USE ONLY VSH 8/16/24

Telecom / Chris Sprayberry / 8-16-24
Dept / Requestor / Date

Chris Sprayberry / 8-16-24
Department Mgr / Date

Purchasing / Date

Deborah M Gilbert 8.19.2024
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

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

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

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

ARTICLE 6 PARTS

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

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

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

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

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

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

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

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

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

ARTICLE 17 QUALITY TERMS

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

Four Seasons Cable Construction

3345 Williamson Road
Williamson, Georgia 30292

Phone (770) 229-5450

August 16, 2024
July 30, 2024

PROPOSAL TO
City Of Griffin
IT DEPARTMENT
100 South Hill Street
Griffin, Georgia 30224

JOB 279 - Relocation & Splicing 288 CT Fiber

Description	
Material	$ 7,986.22
Split Bolts - Weavers - Lashing Clamps - Sq Nuts - Sq Washers - Bolts 14" - Guy Attachments - St Clamps - Pandult Straps - 3M Tape - Del Tech Straps - Buckles - Preforms - Copper - Lashing Wire - Fiber 288CT - Fiber Cut Fee - TYCO 450D Enclosure - TYCO Splice Trays - Splice Sleeves - Wipes - Dgel - Straps - Alcohol - Fuel - Shipping - ADSS Preforms - ADSS Hardware - Misc	
Aerial & Splicing	$ 27,025.00
Overlash 288CT fiber to include fiber slack and tails	
Wreck out ADSS fiber - Roll up	
Drop 2 existing splice enclosures	
Overlash ADSS fiber	
Frame 3 poles	
Rehang splice enclosures	
Ribbonize 48 ribbons	
Splice 72 ribbons	
Splice 288 single	
Build 1 enclosure	
Reentry 2 enclosures	
TOTAL	$ 35,011.22

PLEASE NOTE:

1. **Job will be constructed per direction of COG Moises and COG Chris on 7/18/2024.**
2. **There may be additional charges if changes are made from directions.**
3. **Price includes all labor, materials and restoration.**
4. **Material pricing good for 25 days.**

WALDRON COMMUNICATIONS, INC.
PO Box 2543
Acworth GA 30102
(770) 627-5209 (404) 412-0107 fax

City Fiber Project
Chris Sprayberry
csprayberry@cityriffin.com
Cell: 678-588-0963

Estimate

2024-007

Date
7/25/2024

Qty	Labor	Unit Price	UOM	
1	Pre-testing	$1,200.00	each	$1,200.00
1	Staging and set up	$500.00	each	$500.00
1	Deadend frame	$50.00	each	$50.00
1	False dead ends	$60.00	each	$60.00
1	Place anchor	$65.00	each	$65.00
1	Cut concrete	$250.00	each	$250.00
1000	Install overlash fiber	$1.60	per/ft	$1,600.00
610	Remove and reclaim ADSS fiber	$1.10	per/ft	$671.00
1	Installand prep large splice case	$180.00	each	$180.00
2	Reenter and prep splice case	$125.00	each	$250.00
1	Place down guy	$45.00	each	$45.00
8	Bonds	$32.50	each	$260.00
864	Post testing -red light testing with documentation	$3.00	each	$2,592.00
864	Fusion splice	$26.00	each	$22,464.00
			Labor Total	**$30,187.00**

Qty	Materials	Unit Price	UOM	
1500	288 ct fiber	$2.10	per/ft	$3,150.00
19	Large splice trays	$34.00	each	$646.00
2	Snow shoes (set)	$75.00	each	$150.00
1	Large splice cases	$498.00	each	$498.00
			each	$0.00
	Misc Materials (including but not limited to: lashing wire, straps, anchors, spacers, splice sleeves, tape)			$495.00
	Shipping			$200.00
			Materials Total	**$5,139.00**
			Total	**$35,326.00**

Chris Sprayberry

From: Moises Gutierrez
Sent: Friday, August 16, 2024 7:58 AM
To: Chris Sprayberry
Subject: Fw: Invitation to Bid on City Fiber Project

UTEC, INC
No-Bid

From: Ronnie Dodson <rdodson@utec-inc.com>
Sent: Friday, August 16, 2024 7:51 AM
To: Moises Gutierrez
Subject: Re: Invitation to Bid on City Fiber Project

EXTERNAL EMAIL - Please use caution and proper judgement.

That is correct , we will not be able to bid on this project . We do look forward to working with you in the future.

Sent from my iPhone

> On Aug 16, 2024, at 7:46 AM, Moises Gutierrez <mgutierrez@cityofgriffin.com> wrote:
>
> Good morning, Mr. Dodson,
> I hope this message finds you well.
> I am reaching out to kindly request a confirmation of a no-bid from Utec-Inc. for the upcoming project with the City of Griffin. We would greatly appreciate a prompt response confirming that Utec-Inc. will not be submitting a bid for this project.
> Thank you for your attention to this matter. I appreciate your cooperation and wish you a great day.

From: Moises Gutierrez
Sent: Tuesday, July 23, 2024 3:32 PM
To: rdodson@utec-inc.com
Cc: Chris Sprayberry
Subject: Re: Invitation to Bid on City Fiber Project

Good afternoon,
I hope this message finds you well. Attached, please find the revised project literature and mapping that I have prepared since our last meeting.
Please feel free to reach out with any questions or concerns. Thank you for your attention and consideration.
Best regards, Moises A Gutierrez

From: Moises Gutierrez
Sent: Monday, July 8, 2024 4:24:39 PM
To: rdodson@utec-inc.com
Cc: Chris Sprayberry
Subject: Invitation to Bid on City Fiber Project

Good afternoon,

I hope this message finds you well. We are excited to announce a new city fiber project available for bidding. Please join us for a meet and walkthrough session on July 18th at 9:00 AM in front of the HCH building (coordinates: 33°14'55.8"N 84°15'42.6"W).

During this session, we will provide details about the project and address any questions you may have. Following the meeting, we kindly request that you submit a comprehensive quotation by July 29th, including an itemized list of items and costs. Our aim is to commence the project by August 1st, 2024, with a target completion date of September 1st, 2024.

To minimize disruption to our customers, there will be a weekend cutover scheduled, ensuring minimal impact during regular business hours.

Thank you for your attention to this invitation. We look forward to your participation.

Best regards, Moises A Gutierrez

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WALDRON COMMUNICATIONS, INC.
PO Box 2543
Acworth GA 30102
(770) 627-5209 (404) 412-0107 fax

Estimate

2024-007

Date
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City Fiber Project
Chris Sprayberry
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Four Seasons Cable Construction

3345 Williamson Road
Williamson, Georgia 30292

Phone (770) 229-5450

August 16, 2024
July 30, 2024

PROPOSAL TO
City Of Griffin
IT DEPARTMENT
100 South Hill Street
Griffin, Georgia 30224

JOB 279 - Relocation & Splicing 288 CT Fiber

Description	
Material	$ 7,986.22
Split Bolts - Weavers - Lashing Clamps - Sq Nuts - Sq Washers - Bolts 14" - Guy Attachments - St Clamps - Panduit Straps - 3M Tape - Del Tech Straps - Buckles - Preforms - Copper - Lashing Wire - Fiber 288CT - Fiber Cut Fee - TYCO 450D Enclosure - TYCO Splice Trays - Splice Sleeves - Wipes - Dgel - Straps - Alcohol - Fuel - Shipping - ADSS Preforms - ADSS Hardware - Misc	
Aerial & Splicing	$ 27,025.00
Overlash 288CT fiber to include fiber slack and tails	
Wreck out ADSS fiber - Roll up	
Drop 2 existing splice enclosures	
Overlash ADSS fiber	
Frame 3 poles	
Rehang splice enclosures	
Ribbonize 48 ribbons	
Splice 72 ribbons	
Splice 288 single	
Build 1 enclosure	
Reentry 2 enclosures	
TOTAL	$ 35,011.22

PLEASE NOTE:

1. **Job will be constructed per direction of COG Moises and COG Chris on 7/18/2024.**
2. **There may be additional charges if changes are made from directions.**
3. **Price includes all labor, materials and restoration.**
4. **Material pricing good for 25 days.**

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the Regulatory Compliance Addendum for FY25 with Moss Adams for the amount of $9,500 under a previously approved Master Services Agreement. *Telecommunications Manager Chris Sprayberry will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Moss Adams increased its price for regulatory services for FY25 based on the City of Griffin Fiber reclassification as a non-de minimis entity under FCC regulations. There are no further changes in the terms for this Addendum.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY25 budget includes the required $9,500.00 for the consultation services.

Submitted By:
Chris Sprayberry

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
COG FY25 Regulatory Compliance SOW - Charges Addendum.pdf
FINAL SIGNED - Moss Adams MSA Aug. 2023.pdf

MASTER SERVICES AGREEMENT
REGULATORY COMPLIANCE SERVICES
CHARGES ADDENDUM
City of Griffin
July 12, 2024

This Addendum is issued pursuant to the Master Services Agreement (the "MSA" or "Agreement") between Moss Adams and you. This Addendum incorporates all terms of the MSA as if fully set forth herein. Any terms not otherwise defined shall have the meaning specified in the MSA.

Charges:

This Addendum identifies the Charges for the Services set forth in your Perpetual SOW for Regulatory Compliance Services for July 2024 thru June 2025.

Below is a schedule showing the charge for each specified Service. Our invoices will be rendered each month as work progresses and are payable on presentation.

Consulting Services	July 2024 – June 2025
Recurring Services (as outlined in SOW)	$9,500
TOTAL CHARGES	**$9,500**

Charges are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during our work. If, due to unexpected circumstances, significant additional time is necessary to complete our work, we will discuss with you those circumstances and the performance of any additional Services that might cause you to incur additional costs. We will not proceed with the additional Services until specifically authorized by you.

This Addendum is effective as of the date set forth above.

ACCEPTED AND AGREED:

City of Griffin

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

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

MOSS ADAMS LLP

Signature: _____

Print Name: Tym Rutkowski

Title: Senior Manager

Date: July 12, 2024

Client: # 866952
v. 1/20/2022

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
JURISDICTION: FCC, GA
YEAR: 2024-2025

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
January						
1/2/24	Form 499 Reseller USF Exemption Certification/Verification	N	FEDERAL	USAC		
1/8/24	Lifeline Claims Submission	N	FEDERAL	USAC		
1/14/24	Performance Measures Test Completion and Certification Reminder	N	FEDERAL	USAC		
1/15/24	Form 855 - Wireless Provider HAC requirement & Certification	N	FEDERAL	FCC		
1/15/24	Reassigned Numbers Database Filing	N	FEDERAL	RND		
1/15/24	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		
1/15/24	Semiannual Lifeline Subscriber Report	N	GA	GA PSC		
1/20/24	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
1/29/24	NECA Schedule Lock	N	FEDERAL	NECA		
1/29/24	NECA Schedule Lock	N	FEDERAL	NECA		
1/30/24	UAF Contribution Report	Y	GA	GA PSC	MA	Will C.
1/30/24	TRS Contribution Report	N	GA	GA PSC		
1/30/24	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
1/31/24	Family Violence Shelter Confidentiality Affidavit (odd years only)	Y	GA	GA PSC	MA	Will C.
1/31/24	Form 555 Annual Lifeline Recertification	N	FEDERAL	USAC/FCC/State Commission		
1/31/24	Federal TRS Payments	N	FEDERAL	RolkaLoube		
1/31/24	Form 5322 Access Line Report	N	GA	GA PSC		
February						
2/1/24	Form 499Q4 USF	Y	FEDERAL	USAC	MA	Will C.
2/1/24	Form 502 Numbering Resource Utilization and Forecast (NRUF)	N	FEDERAL	NANPA		
2/8/24	Lifeline Claims Submission	N	FEDERAL	USAC		
2/10/24	Three-Year Cost Forecast (NECA Forecast)	N	FEDERAL	NECA		
2/15/24	Reassigned Numbers Database Filing	N	FEDERAL	RND		
2/20/24	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
2/22/24	Forecast Line Count Data Collection	N	FEDERAL	NECA		
2/27/24	NECA Schedule Lock	N	FEDERAL	NECA		
2/28/24	Federal TRS Payments	N	FEDERAL	RolkaLoube		
March						
3/1/24	Advanced Services Demand Data Request	N	FEDERAL	NECA		
3/1/24	Broadband Data Collection	Y	FEDERAL	FCC	MA	Will C.
3/1/24	Copyright Office Cable Statement of Account Filings - SA1-2 or SA3	N	FEDERAL	Library of Congress		
3/1/24	Annual CPNI Certification	Y	FEDERAL	FCC	MA	Will C.
3/1/24	HUBB Reporting and Certification	N	FEDERAL	USAC		
3/8/24	Lifeline Claims Submission	N	FEDERAL	USAC		
3/8/24	CAF ICC Data Collection (1st view) (window opens)	N	FEDERAL	NECA		
3/15/24	Form 499Q4 Revision	Y	FEDERAL	USAC	MA	Will C.
3/15/24	Reassigned Numbers Database Filing	N	FEDERAL	RND		
3/20/24	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
3/22/24	Form 507 (Annual) NECA Line Count Data Collection	N	FEDERAL	NECA		
3/25/24	Form 507 (Annual) - NECA Certification	N	FEDERAL	NECA		
3/25/24	Annual Continuation Qualification Requirement Letter -	N	FEDERAL	iConnectiv		
3/26/24	Form 508 - CAF BLS Projections Data & Certifications	N	FEDERAL	NECA		
3/27/24	NECA Schedule Lock	N	FEDERAL	NECA		
3/29/24	RUS Broadband Collection & Analysis System	N	FEDERAL	USDA		

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
JURISDICTION: FCC, GA
YEAR: 2024-2025

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
3/30/24	HCLS "-4" data submission & certification	N	FEDERAL	NECA		
3/31/24	CIC Usage Report	N	FEDERAL	NANPA		
3/31/24	Form 492	N	FEDERAL	FCC		
3/31/24	Form 499A Filing Revision - Prior Year Submission	Y	FEDERAL	USAC	MA	Will C.
3/31/24	Form 507 (Annual)	N	FEDERAL	USAC		
3/31/24	Federal TRS Payments	N	FEDERAL	RolkaLoube		
3/31/24	RUS Form 479 Company Operating Report	N	FEDERAL	USDA		
3/31/24	RUS Quarterly Payment	N	FEDERAL	USDA		
3/31/24	Form 508	N	FEDERAL	USAC		
3/31/24	Customer Service Contact Info and Escalation List	Y	GA	GA PSC	MA	Will C.
April						
4/1/24	Form 499A Filing	Y	FEDERAL	USAC	MA	Will C.
4/1/24	Recordkeeping Compliance Certification & Contact Information Reporting	Y	FEDERAL	FCC	MA	Will C.
4/8/24	Lifeline Claims Submission	N	FEDERAL	USAC		
4/8/24	CAF ICC Data Collection (1st view) (window closes)	N	FEDERAL	NECA		
4/14/24	Performance Measures Test Completion and Certification Reminder	N	FEDERAL	USAC		
4/15/24	Reassigned Numbers Database Filing	N	FEDERAL	RND		
4/15/24	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		
4/20/24	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
4/25/24	CAF ICC Data Collection (2nd view) (window opens)	N	FEDERAL	NECA		
4/26/24	NECA Schedule Lock	N	FEDERAL	NECA		
4/30/24	Federal TRS Payments	N	FEDERAL	RolkaLoube		
4/30/24	UAF Contribution Report	Y	GA	GA PSC	MA	Will C.
4/30/24	TRS Contribution Report	N	GA	GA PSC		
4/30/24	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
4/30/24	Annual Financial Report (Rate of Return only)	N	GA	GA PSC		
May						
5/1/24	Form 499Q1 USF	Y	FEDERAL	USAC	MA	Will C.
5/1/24	State Access Tariff - Update Access Rates	N	FEDERAL	State Commission		
5/2/24	Geographic Rate Averaging Certification (Section 254(g))	N	FEDERAL	FCC		
5/8/24	Lifeline Claims Submission	N	FEDERAL	USAC		
5/15/24	Reassigned Numbers Database Filing	N	FEDERAL	RND		
5/15/24	CAF ICC Data Collection (2nd view) (window closes)	N	FEDERAL	NECA		
5/15/24	Study Area Boundary Data Certification - Biennial Filing (odd numbered years)	N	FEDERAL	FCC		
5/20/24	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
5/29/24	NECA Schedule Lock	N	FEDERAL	NECA		
5/31/24	Form 395 Annual Employment Report	N	FEDERAL	FCC		
5/31/24	Federal TRS Payments	N	FEDERAL	RolkaLoube		
5/31/24	CAF ICC Distribution Certification (4 certs)	N	FEDERAL	NECA		
June						
6/1/24	FCC Tariff - Direct Filer - Rate Making Complete	N	FEDERAL	FCC		
6/6/24	FCC Tariff - Direct Filer - CAF ICC TRP & Certifications Complete	N	FEDERAL	FCC		
6/8/24	Lifeline Claims Submission	N	FEDERAL	USAC		
6/15/24	Form 499Q1 Revision	Y	FEDERAL	USAC	MA	Will C.
6/15/24	Reassigned Numbers Database Filing	N	FEDERAL	RND		
6/16/24	CAF ICC TRP & Certification Compliance Filings	N	FEDERAL	USAC/FCC/State Commission & Tribal		

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
JURISDICTION: FCC, GA
YEAR: 2024-2025

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
6/20/24	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
6/21/24	Form 507 - NECA Certification Deadline (MODEL Support)	N	FEDERAL	NECA		
6/26/24	NECA Schedule Lock	N	FEDERAL	NECA		
6/30/24	Annual 900 disclosure bill insert	N	FEDERAL	FCC		
6/30/24	RUS Broadband Collection & Analysis System	N	FEDERAL	USDA		
6/30/24	Form 508 - Revised CAF BLS Projections Data & Certifications	N	FEDERAL	USAC		
6/30/24	Federal TRS Payments	N	FEDERAL	RolkaLoube		
6/30/24	RUS Quarterly Payment	N	FEDERAL	USDA		
July						
7/1/25	USAC Form 473 Service Provider Annual Certs (SPAC)	N	FEDERAL	USAC		
7/1/25	Form 481 Carrier Annual Reporting Data Collection Form	N	FEDERAL	USAC/State Commission/other		
7/1/25	State & Interstate Access Tariff Filing Effective	N	FEDERAL	FCC/State Commission		
7/1/25	Form 507 - (MODEL Support)	N	FEDERAL	USAC		
7/10/25	Lifeline Claims Submission	N	FEDERAL	USAC		
7/14/25	Performance Measures Test Completion and Certification Reminder	N	FEDERAL	USAC		
7/15/25	Reassigned Numbers Database Filing	N	FEDERAL	RND		
7/15/25	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		
7/15/25	Semiannual Lifeline Subscriber Report	N	GA	GA PSC		
7/20/25	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
7/29/25	NECA Schedule Lock	N	FEDERAL	NECA		
7/30/25	UAF Contribution Report	Y	GA	GA PSC	MA	Will C.
7/30/25	TRS Contribution Report	N	GA	GA PSC		
7/30/25	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
7/31/25	Cost Study	N	FEDERAL	NECA		
7/31/25	Federal TRS Payments	Y	FEDERAL	RolkaLoube	Griffin	
7/31/25	HCLS "-1" data submission & certification - Annual	N	FEDERAL	NECA		
August						
8/1/25	Form 499Q2 USF	Y	FEDERAL	USAC	MA	Will C.
8/1/25	Form 502 Numbering Resource Utilization and Forecast (NRUF)	N	FEDERAL	NANPA		
8/1/25	USF Certification Letter	N	GA	GA PSC		
8/8/25	Lifeline Claims Submission	N	FEDERAL	USAC		
8/15/25	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
8/15/25	Reassigned Numbers Database Filing	N	FEDERAL	RND		
8/28/25	Cost Study Data pooled	N	FEDERAL	NECA		
8/28/25	NECA Schedule Lock	N	FEDERAL	NECA		
8/29/25	Copyright Filings - SA1-2 or SA3	N	FEDERAL	Library of Congress		
8/31/25	Federal TRS Payments	N	FEDERAL	RolkaLoube		
September						
9/1/25	Broadband Data Collection	Y	FEDERAL	FCC	MA	Will C.
9/8/25	Lifeline Claims Submission	N	FEDERAL	USAC		
9/15/25	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
9/15/25	Form 499Q2 Revision	Y	FEDERAL	USAC	MA	Will C.
9/15/25	FCC Regulatory Fee-159W	Y	FEDERAL	FCC	Griffin	
9/15/25	Reassigned Numbers Database Filing	N	FEDERAL	RND		
9/26/25	NECA Schedule Lock	N	FEDERAL	NECA		

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
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YEAR: 2024-2025

Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
9/30/25	RUS Broadband Collection & Analysis System	N	FEDERAL	USDA		
9/30/25	FCC Form 396-C - Multichannel Video Program Distributors	N	FEDERAL	FCC		
9/30/25	Form 492	N	FEDERAL	FCC		
9/30/25	Federal TRS Payments	N	FEDERAL	RolkaLoube		
9/30/25	HCLS "-2" data submission & certification	N	FEDERAL	NECA		
9/30/25	RUS Quarterly Payment	N	FEDERAL	USDA		
October						
10/1/25	ETC Certification - Universal Service Support "Use" Certification	N	FEDERAL	USAC/FCC/State Commission		
10/3/25	FCC Form 855	N	FEDERAL	FCC		
10/10/25	Lifeline Claims Submission	N	FEDERAL	USAC		
10/14/25	NANPA Payment Due	Y	FEDERAL	NANPA	Griffin	
10/14/25	Performance Measures Test Completion and Certification Reminder	N	FEDERAL	USAC		
10/15/25	E911 Reliability Certification	N	FEDERAL	FCC		
10/15/25	Reassigned Numbers Database Filing	N	FEDERAL	RND		
10/15/25	Lifeline Non-Usage Report (only applies if customer cost is $0)	N	GA	GA PSC		
10/20/25	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
10/29/25	NECA Schedule Lock	N	FEDERAL	NECA		
10/30/25	UAF Contribution Report	Y	GA	GA PSC	MA	Will C.
10/30/25	TRS Contribution Report	N	GA	GA PSC		
10/30/25	Customer Trouble Report (Rate of Return only)	N	GA	GA PSC		
10/31/25	Federal TRS Payments	N	FEDERAL	RolkaLoube		
November						
11/1/25	Form 499Q3 USF	Y	FEDERAL	USAC	MA	Will C.
11/8/25	Lifeline Claims Submission	N	FEDERAL	USAC		
11/15/25	Reassigned Numbers Database Filing	N	FEDERAL	RND		
11/20/25	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
11/25/25	NECA Schedule Lock	N	FEDERAL	NECA		
11/30/25	Federal TRS Payments	N	FEDERAL	RolkaLoube		
December						
12/1/25	Non-Discrimination Statement	N	FEDERAL	USDA		
12/1/25	Form 509 - CAF BLS Trueup	N	FEDERAL	NECA		
12/8/25	Lifeline Claims Submission	N	FEDERAL	USAC		
12/15/25	Form 499Q3 Revision	Y	FEDERAL	USAC	MA	Will C.
12/15/25	Reassigned Numbers Database Filing	N	FEDERAL	RND		
12/15/25	Application for UAF Distributions	N	GA	GA PSC		
12/20/25	Form 472 or Form 474 - E-Rate	N	FEDERAL	USAC		
12/27/25	NECA Schedule Lock	N	FEDERAL	NECA		
12/30/25	HCLS "-3" data submission & certification	N	FEDERAL	NECA		
12/31/25	RUS Broadband Collection & Analysis System	N	FEDERAL	USDA		
12/31/25	Form 320 Basic Signal Leakage Performance Report for Media Bureau	N	FEDERAL	FCC		
12/31/25	Federal TRS Payments	N	FEDERAL	RolkaLoube		
12/31/25	RUS Quarterly Payment	N	FEDERAL	USDA		
Annual/As Needed						
Annually	Annual Cable Subscriber Notice	N	FEDERAL	FCC		
Annually	CPNI Training	Y	FEDERAL	FCC	Griffin	

REGULATORY COMPLIANCE CALENDAR
City of Griffin
Competitive - Non-ETC
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Due Date	Filing Requirement	Applicable (Y/N)	Filing Jurisdiction	Filing Agency	Preparer	MA Preparer
Annually	FCC Do-Not-Call Rules - Annual bill insert	Y	FEDERAL	FCC	Griffin	
Annually	CPNI Certification	Y	GA	GA PSC	MA	Will C.
Annually	Regulatory Contact Information	Y	GA	GA PSC	MA	Will C.
Annually	Annual ETC Lifeline Publication	N	FEDERAL	USAC/FCC		
As needed	Broadband Data Collection Challenges - Availability & Location Fabric	Y	FEDERAL	FCC	Griffin	
As needed	Broadband Consumer Labels Updates	Y	FEDERAL	FCC	Griffin	
As needed	MVPD Broadcaster Notices	N	FEDERAL	FCC		
As needed	Cable Closed-Captioning Contact Information	N	FEDERAL	FCC		
As needed	Cable Subscriber Agreement	N	FEDERAL	FCC		
As needed	Emergency Alert System	N	FEDERAL	FCC		
As needed	Programming Agreements	N	FEDERAL	FCC		
As needed	Retransmission Consent Agreements	N	FEDERAL	FCC		
As needed	CALEA Security/Integrity Manuals	Y	FEDERAL	FCC	Griffin	
As needed	CPNI Manual Updates	Y	FEDERAL	FCC	Griffin	
As needed	FCC Form 321 - Aeronautical Frequency Notification	N	FEDERAL	FCC		
As needed	FCC Form 322 - Cable Community Registration	N	FEDERAL	FCC		
As needed	Form 498	N	FEDERAL	USAC		
As needed	Battery Back-Up Annual Notice	Y	FEDERAL	FCC	Griffin	
As needed	STIR SHAKEN - RoboCall Mitigation Plan Updates	N	FEDERAL	FCC		

These are the regulatory reporting requirements that we are aware of as of the date of this calendar. There may be additional requirements that we are not aware of or requirements that subsequently change. Due dates sometimes vary as a result of weekends, holidays, changes by regulators, or other factors. We will attempt to communicate any additional requirements and changes that we become aware of to you, but the ultimate responsibility for regulatory compliance is yours.

MASTER SERVICES AGREEMENT

August 16, 2023

This Master Services Agreement (the "MSA" or "Agreement") represents the terms and conditions relating to services to be provided to the individual(s) and/or entity(ies) listed below (individually and collectively, "you," "your," and "Client") by Moss Adams LLP ("Moss Adams," "we," "us," and "our"). Moss Adams and Client may be individually referred to as a "Party" and collectively as the "Parties."

City of Griffin

1. Agreement Scope

a. The terms and conditions of this Agreement shall apply to the services (excluding attest services as defined by the American Institute of Certified Public Accountants) we provide you and your affiliates, and any others for whom services are performed at your request (the "Services"). The nature and scope of our Services may be set forth in a Statement of Work ("SOW") signed by Moss Adams and you. However, all Services we provide you, whether or not set forth in a SOW, shall be subject to the terms of this Agreement.

b. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. We may use subcontractors and Service Providers (defined herein) in providing the Services. From time to time, non-CPA personnel may perform the Services. Neither you nor we have any right, power or authority to bind the other.

2. Your Responsibilities

a. You agree to (i) make all management decisions, perform all management functions, and assume all management responsibilities, (ii) designate one or more individuals who possess suitable skill, knowledge, and/or experience to oversee the Services, (iii) evaluate the adequacy and results of the Services, and (iv) accept responsibility for the results of the Services. It is your responsibility to establish and maintain internal controls, including, without limitation, monitoring ongoing activities. The provisions of this paragraph are not intended to and do not alter, modify or change Moss Adams' duties and obligations set forth in this Agreement.

b. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.

c. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. You represent the provision of Client Information to us will not infringe any copyright, privacy, proprietary or other third-party rights. We will rely on Client Information made available to us and will have no responsibility to independently evaluate it for accuracy or otherwise verify it.

3. Reports

a. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only unless designated for a purpose other than internal use in the Statement of Work.

b. You may not disclose a Report (or any portion or summary of a Report) to any third party or refer to us in connection with the Services, except:

   i. to your professional advisors (acting strictly in an advisory capacity and who are subject to these disclosure restrictions), who may review it only to give you advice relating to the Services;
   ii. to the extent, and for the purposes, required by subpoena or similar legal process, including to the extent required by the Georgia Open Records Act (of which you will promptly notify us);

iii. to the extent, and for the purposes, required by regulatory or self-regulatory authorities in connection with routine audits and examinations as long as Moss Adams, a Report and the Services are not the subject of the audit or examination;
iv. with our prior written consent, to third parties who have executed an access letter in the form we prescribe;
v. as expressly stated in an SOW; or

vi. to the extent it contains Tax Advice, as set forth below.

c. Our Reports may include spreadsheets, models, or other software tools. Such items are provided solely for your convenience in "as is" condition without warranty of any kind. We assume no responsibility for results obtained by anyone other than Moss Adams from the use of such items.

d. You acknowledge that Moss Adams has not placed any limitations on your disclosure of the tax returns, tax treatment or tax structure associated with any tax services under this Agreement ("Tax Advice"), and nothing in this Agreement shall be construed as limiting or restricting your disclosure of Tax Advice. Any Tax Advice we provide will be based upon the laws, regulations, cases, rulings and other tax authority in effect at that time and may be rendered invalid if there are subsequent changes. We do not have responsibility to advise you of those changes. Our Tax Advice may be challenged and audited by taxing authorities. Tax Advice is not considered a representation, warranty, or guarantee taxing authorities or the courts will agree with our Tax Advice. With the exception of tax authorities, and recipients of tax forms you are required to provide under applicable law, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose.

e. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

f. If you are permitted to disclose a Report (or a portion thereof) hereunder, you shall not alter, edit or modify it from the form we provided.

4. Charges for Services

a. The charges for our Services will be based on our standard rate(s) in effect for the individual(s) providing the Services, absent a SOW specifying a different charge. Our charges may include any applicable sales and gross receipts tax, and direct and indirect expenses based on out-of-pocket expenditures, per diem allotments, mileage reimbursements, processing charges and technology expenses. Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the lower of twelve percent (12%) per annum or the highest rate allowed by law on any unpaid balance.

b. If we are required by applicable law, legal process, or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

5. Limitations

6. THE TOTAL LIABILITY OF MOSS ADAMS, AND ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, MEMBERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS (COLLECTIVELY, "MOSS ADAMS PERSONS"), TO YOU OR ANY THIRD PARTY FOR ANY AND ALL DAMAGES

WHATSOEVER ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE GREATER OF FEES PAID OR PAYABLE TO MOSS ADAMS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT CAUSED THE LOSS OR $100,000. THIS LIMITATION WILL NOT APPLY TO THE EXTENT LOSSES ARE CAUSED BY OUR FRAUD OR WILLFUL MISCONDUCT.

a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. You shall make any claim relating to the Services or otherwise under this Agreement no later than one (1) year after the cause of action accrues, and in any event, no later than two (2) years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law, regulations or professional regulations.

c. You may not make a claim or bring proceedings relating to the Services, or otherwise under this Agreement, against any Moss Adams Persons. You shall make any claim or bring proceedings only against us. The provisions of this Section 5 are intended to benefit Moss Adams Persons, who shall be entitled to enforce them. Moss Adams shall have no liability for the conduct of any other parties.

7. Indemnity

Unless prohibited by applicable law, you shall indemnify us and the Moss Adams Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party's use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

8. Intellectual Property Rights

a. We may use or develop intellectual property in performing our Services, including without limitation, data, software, designs, utilities, tools, models, systems, general skills, know-how, expertise, concepts, ideas, methods and techniques ("Materials"). We retain all intellectual property rights in the Materials (including any developments, improvements, and knowledge generated during or as a result of the performance of our Services), and in any working papers compiled in connection with the Services.

b. Upon payment for particular Services and subject to the other terms of this Agreement, you may use any Materials that are included in any Reports solely to the extent necessary to use the Reports as anticipated within the Statement of Work.

9. Internal Use and Third Parties

All Services shall be solely for your information purposes and internal use, unless otherwise provided by an applicable Statement of Work. one of our Services create privity between Moss Adams and any person or party other than you ("third party"). None of our Services are intended for the express or implied benefit of any third party, and no third party is entitled to rely on the Services we provide you, including without limitation, any Reports.

10. Confidentiality

a. Except as otherwise permitted by this Agreement or as required by law, neither of us may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that is marked or identified as, or that should reasonably be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

   i. is or becomes public other than through a breach of this Agreement;

   ii. is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

   iii. was known to the recipient at the time of disclosure or is thereafter created independently by the recipient;

   iv. is disclosed as necessary to enforce the recipient's rights under this Agreement; or

   v. must be disclosed under applicable law, legal process or professional regulations.

b. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

c. Unless prohibited by applicable law, we use Client Information, and provide it to Moss Adams Persons, to facilitate or improve performance of the Services, to comply with regulatory requirements, and for quality and risk management purposes. We also utilize service providers, such as cloud-based software vendors, to support our operations and enable us to provide our Services to you ("Service Providers"). Moss Adams Persons and Service Providers may collect, use, transfer, store or otherwise process Client Information in the local and foreign jurisdictions in which they operate. All Moss Adams Persons and Service Providers are required to protect the confidentiality of any Client Information to which they have access in the course of their work. We will not sell Client Information to anyone.

d. We may use Client Information, and provide it to our affiliates, to identify additional services that may be of interest to you (e.g., accounting, investment banking, asset management, IT security, and consulting services), and to send newsletters and other communications for general information purposes. Any Client Information provided to our affiliates shall be treated as confidential by such affiliates consistent with our obligations in this Section 9.

e. We may aggregate Client Information, and anonymize it by excluding any personally identifiable information ("Aggregated Anonymous Data"), to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports, for distribution to our clients and prospects, for their general information purposes. We will not identify you as the source of any Aggregated Anonymous Data.

f. Our privacy policy is available at www.mossadams.com for general information purposes.In the event of a conflict between the privacy policy and Moss Adams's obligations under this Agreement, the Agreement shall control.

11. Subpoena of Documents

As a result of our Services to you, we may be required or requested to provide information or documents in connection with governmental regulations or activities, or a legal, arbitration or administrative

proceeding (including a grand jury investigation), in which we are not a party. We will notify you of any such request and you may, within the time permitted for us to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will produce information to the extent required by law.

12. Use of a Party's Name

No Party may use another Party's name, its trademarks, service marks or logos in connection with the Services or otherwise without the prior written consent of such Party, which consent may be withheld for any reason and may be subject to certain conditions, although we may publicly identify you as a client and Client may publicly identify Moss Adams as a vendor if required by law to do so provided that it shall not identify Moss Adams in any type of bond offering or other investment vehicle without our prior consent. .

13. Force Majeure

No Party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such Party's reasonable control, including acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, abuse, or other acts of God or nature.

14. Governing Law and Dispute Resolution

a. This Agreement shall be governed by the laws of the state of Georgia, without giving effect to any conflicts of laws principles.

If a dispute arises out of or relates to this Agreement, the parties agree to attempt to resolve through good faith negotiations.

b. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Spalding County, state of Georgia, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder.

15. Term and Termination

a. This Agreement shall commence upon the date of full execution by both parties ("Commencement Date"). The initial term shall be for one (1) year beginning on the Commencement Date, and thereafter shall automatically renew for four (4) successive one (1) year terms ("Renewal Terms") with a total maximum contract life of five (5) years, unless earlier terminated as provided in this Agreement. Notwithstanding anything to the contrary above, the City will be responsible for invoices for any and all work completed prior to expiration or termination of this Agreement.

b. This Agreement and any SOW may be terminated by either Party, with or without cause, upon ten (10) days written notice. In the event of such notice, we will stop providing Services except on work, mutually agreed upon in writing, necessary to carry out such termination. Termination of this Agreement shall automatically terminate all completed SOWs however, termination of a particular SOW shall not affect the validity of this Agreement or any other SOWs.

c. In the event of termination, (i) you shall pay us for Services provided and expenses incurred through the effective date of termination, (ii) we will provide you with all finished Reports, and (iii) neither Party shall be liable to the other for any damages that occur as a result of our ceasing to render Services.

d. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

16. General Terms

a. This Agreement, and along with all SOW issued hereunder that are signed by the parties , constitutes the entire agreement between the Parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

b. Each Party may execute this Agreement (including SOWs), as well as any modifications thereto, by electronic means and each Party may sign a different copy of the same document. Both of the Parties must agree in writing to modify this Agreement or any SOW. The Parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the Parties waive this general contract rule.

c. Each Party represents to the other that each person signing this Agreement or any SOW hereunder on its behalf is expressly authorized to execute it and to bind such Party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates shall be bound by the terms of this Agreement.

d. Neither Party may assign any of its respective rights, obligations, or claims arising out of or related to this Agreement or any Services. Any assignment in violation of this provision shall be void.

e. The non-exercise or partial exercise by either Party of any of its rights under this Agreement shall not in any case constitute a waiver of that right.

f. If any provision of this Agreement (in whole or part) is held to be illegal, invalid, or otherwise unenforceable, the other provisions shall remain in full force and effect.

17. Mutual Waiver of COVID-19 Claims

This provision addresses issues regarding the novel coronavirus ("COVID-19"). The Parties acknowledge their respective understanding of the hazards of COVID-19, including, but not limited to, its highly contagious nature and the corresponding health risks associated with being exposed to or infected by COVID-19. Each Party agrees to waive, release, discharge, and covenants not to sue the other Party or its affiliates and its and their respective officers, directors, partners, principals, employees, agents, or subcontractors from any and all claims, damages, expense, liability, illness or losses that may occur from exposure to or infection by COVID-19 arising out of, related to, or in any way connected with the professional services provided by Moss Adams.

This Agreement is effective upon the date of full execution of the Parties as set forth below.

AGREED:

City of Griffin

Signature: _____

Print Name: Douglas S. Hollberg

Officer Title: Mayor

Date: August 22, 2023

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

_____
Andrew J. Whalen, III, City Attorney

MOSS ADAMS LLP

Signature: _____

Print Name: Tym Rutkowski

Title: Senior Manager

Date: 8/16/2023

Client: #
v. 9/21/2021

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution, pursuant to 26 U.S.C. §147(f), Internal Revenue Code of 1986, as amended, approving the issuance of revenue bonds by the Housing Authority of the City of Griffin, Georgia, in an amount not to exceed $40,000,000 for the Northside Hills L.P. for the purpose of financing all or a portion of the costs of acquisition, construction, and equipping a 264 unit multifamily housing complex, located at 615 Northside Drive, Griffin, Georgia. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Housing Authority is a general law statutory authority, operating on behalf of the City of Griffin under an enabling Resolution enacted by the Board of Commissioners. State law gives the Authority jurisdiction within the city limits of Griffin and for 10 miles outside the city limits.

Sec. 147(f) of the Internal Revenue Code of 1986, as amended, requires the governing body of the governmental unit having jurisdiction over the issuer of a qualified private activity bond AND the governmental unit having jurisdiction over the land area in which a housing facility is to be located, to approve the issuance of revenue bonds, following a duly advertised public hearing. On July 9, 2024, Scott W. Spivey, serving as hearing officer for the Housing Authority conducted a duly advertised public hearing for this purpose; no one appeared at the hearing. Both the City of Griffin and County of Spalding have to approve this project before revenue bonds can be issued.

NOTE: This development is the Spalding Heights Apartments, located outside the City limits on Northside Drive. Bob Dull, Executive Director of the Griffin Housing Authority, and a representative of Lincoln Avenue Communities, the entity that will acquire title to the development property, will be present to answer any questions.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Approval of the Resolution imposes no financial obligation on the City, nor can the City ever be called upon to levy a tax to repay these Bonds. Approval also does not constitute an endorsement of the Project to a prospective purchaser of the Bonds, or of the creditworthiness of Northside Hills, L.P, the Borrower. Repayment of the Bonds will be solely from revenues derived from this project and pledged to the payment thereof.

Submitted By:
Andrew Whalen

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Notice to City & County.pdf
Lincoln Avenue Communities Renovation Plan.pdf
CITY OF GRIFFIN RESOLUTION (TEFRA Approval - Northside Hills 2024)(507665657.1).pdf

July 24, 2024

Mayor and Commission of the City of Griffin, Georgia
Griffin, Georgia

Board of Commissioners of Spalding County, Georgia
Griffin, Georgia

Re: Proposed Revenue Bond Issue by the Housing Authority of the City of Griffin for the benefit of Northside Hills Limited Partnership

The Housing Authority of the City of Griffin (the "Issuer") is planning to issue $40,000,000 in aggregate maximum principal amount of its revenue bonds (the "Bonds"), the proceeds of the sale of which will be loaned to Northside Hills Limited Partnership, a Georgia limited partnership (the "Borrower") for the purpose of financing all or a portion of the costs of acquisition, construction, and equipping of a 264-unit multifamily housing development to be located at 615 Northside Drive, Griffin, Georgia 30223, and known as the "Northside Hills Apartments" said project to consist of certain land, buildings, structures, equipment and related real and personal property (collectively, the "Project"). The Project will be owned by the Borrower.

Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the highest elected official in the governmental unit having jurisdiction over the area in which the Project is located must approve the issuance of the Bonds following a public hearing for which reasonable public notice was given. In addition, pursuant to Section 147(f) of the Code, the highest elected official in the governmental unit having jurisdiction over the Issuer must approve the issuance of the Bonds following a public hearing for which reasonable public notice was given. The Project is located in unincorporated Spalding County, Georgia, and, as such, the Issuer has requested the Board of Commissioners of Spalding County, Georgia approve the issuance of the Bonds for purposes of Section 147(f) of the Code. In addition, the City of Griffin, Georgia has jurisdiction over the Issuer and, as such, the Issuer has requested that the Mayor and Commission of the City of Griffin, Georgia approve the issuance of the Bonds for purposes of Section 147(f) of the Code.

On July 9, 2024, the undersigned, Hearing Officer of the Housing Authority of the City of Griffin, conducted a public hearing with respect to the proposed issuance of the Bonds. A certificate executed by the undersigned evidencing the conduct of such public hearing is attached hereto, including the inducement resolution adopted by the Issuer for the Bonds. Also attached hereto is a suggested form of a Resolution to evidence the approval by the Board of Commissioners of Spalding County, Georgia with respect to the issuance of the Bonds and the financing of the Project to be accomplished thereby, solely for purposes of Section 147(f) of the Code. Also attached hereto is a suggested form of a Resolution to evidence the approval by the Mayor and Commission of the City of Griffin, Georgia with respect to the issuance of the Bonds and the financing of the Project to be accomplished thereby, solely for purposes of Section 147(f) of the Code.

Very truly yours,

Hearing Officer
Housing Authority of the City of Griffin

CERTIFICATE
REGARDING PUBLIC HEARING

THE UNDERSIGNED, Scott W. Spivey, hearing officer (the "Hearing Officer") of the Housing Authority of the City of Griffin (the "Issuer") HEREBY CERTIFIES, as follows:

(1) A public hearing was duly held at 11:00 a.m. on July 9, 2024, before the Hearing Officer, via Zoom videoconference and teleconference, pursuant to proper notice given in compliance with Federal law. The public hearing was open to the public. The time of the public hearing provided a reasonable opportunity for persons of differing views to appear and be heard.

(2) The Hearing Officer announced the commencement of the public hearing, on behalf of the Housing Authority of the City of Griffin, on the application and plan of financing of Northside Hills Limited Partnership, a Georgia limited partnership (the "Borrower"). Notice of public hearing (the "Notice") was published on June 29, 2024, in the *Griffin Daily News*, a newspaper having general circulation in Spalding County, Georgia. The Notice was designed to apprise residents of the City of Griffin of the proposed issuance of the Bonds by the Issuer and was published not less than seven days before the scheduled date of the public hearing referred to in the Notice. A copy of the Notice together with an Affidavit of Publication is attached hereto as Exhibit A.

(3) A copy of the Borrower's plan of financing is attached hereto as Exhibit B.

(4) The following person(s) appeared and asked to be heard with respect to the issuance by the Issuer, for the benefit of the Borrower, of the "Bonds" referred to in the Notice: None.

(5) Attached hereto as Exhibit C is a true, correct and complete copy of the Inducement Resolution of the Housing Authority of the City of Griffin (the "Inducement Resolution"), approving the issuance of revenue obligations by the Housing Authority of the City of Griffin for the benefit of the Borrower. The Inducement Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

Given under my hand and the official seal of the Issuer, this 24th day of July, 2024.

Hearing Officer
Housing Authority of the City of Griffin

Exhibits Attached:
A - Copy of Notice and Affidavit of Publication
B - Copy of Plan of Financing
C - Copy of Inducement Resolution

EXHIBIT A

COPY OF NOTICE AND AFFIDAVIT OF PUBLICATION

[Attached]

AFFP
HOUSING AUTHORITY 07/09

Affidavit of Publication

STATE OF GA }
COUNTY OF SPALDING } SS

Rachael Raney, being duly sworn, says:

That she is Publisher of the The Griffin Daily News, a newspaper of general circulation, printed and published in Griffin, Spalding County, GA; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

June 29, 2024

Publication Fees: $ 72.00

That said newspaper was regularly issued and circulated on those dates.
SIGNED.

Subscribed to and sworn to me this 29th day of June 2024.

70076748 70996965

JENNIFER MYERS
SPIVEY POPE GREEN LLC
PO BOX 899
MACON, GA 31202

NOTICE OF PUBLIC
HEARING ON
PROPOSED REVENUE NOTE FINANCING BY
THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN
FOR THE BENEFIT OF NORTHSIDE HILLS, LIMITED PARTNERSHIP
RELATING TO A PROJECT IN THE CITY OF GRIFFIN, GEORGIA

YOU ARE HEREBY NOTIFIED that on the 9th day of July, 2024, Scott W. Spivey, Hearing Officer of The Housing Authority of the City of Griffin (the "Hearing Officer") will conduct a public hearing (the "Hearing") under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") concerning the issuance by The Housing Authority of the City of Griffin (the "Issuer") of $40,000,000.00 in maximum stated principal amount of a revenue note (the "Governmental Lender Note"), as part of a plan of financing, the proceeds of which will be loaned to Northside Hills, Limited Partnership (the "Borrower"), the general partner of which is Northside Hills GP LLC, to finance, in whole or in part, the acquisition, rehabilitation and equipping of an approximately 264 unit multifamily housing project to be located at 615 Northside Drive, Griffin, Georgia, 30223, (the "Project"). The Borrower will be the owner of the Project. The Governmental Lender Note will be issued as an exempt facility bond for qualified residential rental projects under Section 142(a)(7) of the Code

The public hearing, which may be continued or adjourned, will be held at 11:00 a.m. on July 9, 2024, before the Hearing Officer, via Zoom videoconference, which videoconference can be accessed via the internet by visiting:

https://www.zoom.com
Meeting ID: 412 707 0642
Passcode: 4875711

Or telephonically by dialing the following:

1-301-715-8592
Meeting ID: 412 707 0642
Passcode: 4875711

The Governmental Lender Note will not constitute an indebtedness or general obligation of the City of Griffin, Spalding County, the State of Georgia or of any county, municipal corporation or political subdivision thereof, and will be payable solely from revenues derived from the Borrower and pledged to the payment thereof.

Any person interested in the proposed issuance of the Governmental Lender Note or the nature or location of the Project to be financed from the proceeds of the Governmental Lender Note, may appear and be heard at such Hearing.

THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN
06/29

EXHIBIT B

PLAN OF FINANCING

NORTHSIDE HILLS LIMITED PARTNERSHIP

The plan of financing of Northside Hills Limited Partnership, a Georgia limited partnership (the "Borrower"), for the acquisition, construction, and equipping of a 264-unit multifamily housing development to be located at 615 Northside Drive, Griffin, Georgia 30223, and known as the "Northside Hills Apartments" (the "Project"), is to request the Housing Authority of the City of Griffin to issue not to exceed $40,000,000 in aggregate principal amount of its Multifamily Housing Revenue Bonds (Northside Hills Apartments Project), Series 2024, the proceeds of the sale of which will be loaned to the Borrower to finance a portion of the cost of the Project. The remaining costs of the Project will be funded with equity contributions. The Borrower will be the initial owner of the Project.

EXHIBIT C

INDUCEMENT RESOLUTION

BOND RESOLUTION

WHEREAS, the The Housing Authority of the City of Griffin (the "Issuer") is a public body corporate and politic duly organized and validly existing under the Constitution and laws of the State of Georgia, including the Housing Authorities Law of the State of Georgia (Official Code of Georgia Annotated, Section 8-3-1, *et seq.*), as amended (the "Act"), and pursuant to an activating resolution adopted by the Commissions of the City of Griffin, Georgia on May 1, 1950; and

WHEREAS, the Issuer was created for the purpose, inter alia, of financing safe and sanitary multifamily dwelling units for citizens of the State of Georgia with low and moderate income, and the Act empowers the Issuer to issue its revenue obligations, in accordance with the provisions thereof and the applicable provisions of the Revenue Bond Law of the State of Georgia, O.C.G.A. Section 36-82-60, *et seq.*, as amended, in order to finance "eligible housing units" (as defined in the Act) and, all in furtherance of the public purpose for which it was created; and

WHEREAS, Northside Hills Limited Partnership, a Georgia limited partnership (the "Borrower"), has requested that the Issuer assist the Borrower in financing a portion of the costs of the acquisition, rehabilitation and equipping of an approximately 264-unit multifamily housing development to be located at 615 Northside Drive, Griffin, Georgia 30223, known as Northside Hills Apartments (the "Project"); and

WHEREAS, after careful study and investigation, the Issuer has found and does hereby declare that the financing of the proposed Project is a lawful and valid public purpose in that it will further the public purposes intended to be served by the Act; and

WHEREAS, the most feasible method of financing the Project is by the issuance of Housing Authority of the City of Griffin Multifamily Housing Revenue Bonds (Northside Hills Apartments Project), Series 2024 (the "Series 2024 Bonds"), in a total aggregate principal amount not to exceed $35,000,000; and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture, to be dated as of the first of the month in which it is executed and delivered (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to which the Issuer will pledge and assign to the Trustee the "Trust Estate" (defined in the Indenture) for the benefit of the owners, from time to time, of the Bonds; and

WHEREAS, pursuant to a Loan Agreement, to be dated as of the first of the month in which it is executed and delivered (the "Loan Agreement"), between the Issuer and the Borrower, the Issuer has agreed to issue the Bonds and lend the proceeds thereof to the Borrower and the Borrower has agreed to (i) apply the proceeds of the Loan to pay a portion of the costs of acquiring, rehabilitating, furnishing and equipping of the Project, (ii) make payments sufficient to pay the principal of and interest on the Bonds when due (whether at maturity, by redemption,

acceleration or otherwise), and (iii) observe the other covenants and agreements and make the other payments set forth therein; and

WHEREAS, the Borrower's repayment obligations in respect of the Loan will be evidenced by a promissory note (the "Note"); and

WHEREAS, the Project will be subject to certain occupancy restrictions, and in connection therewith the Issuer, the Borrower and the Trustee will enter into a Land Use Restriction Agreement, dated as of the first of the month in which it is executed and delivered (the "Land Use Restriction Agreement"), with respect to the operation of the Project; and

WHEREAS, the Issuer desires to elect to waive the requirements of O.C.G.A. § 36-82-100, requiring a performance audit or performance review to be conducted with respect to the Bonds, and in connection therewith, to include language, in bold face type, in the notice to the public regarding the validation hearing for the Bonds stating that no performance audit or review will be conducted; and

WHEREAS, after careful study and investigation by the Issuer of the financing of the Project it appears to be in the best interest of the citizens of Spalding County, Georgia that the Loan Agreement, the Indenture, and the Land Use Restriction Agreement be entered into by the Issuer, and the Issuer has found and does hereby declare that the financing of the proposed Project is a lawful and valid purpose in that it will further the public purposes intended to be served by the Act;

NOW, THEREFORE, BE IT RESOLVED, BY THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN, as follows:

Section 1. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

Section 2. Findings. It is hereby ascertained, determined and declared that:

(a) the financing of the Project is a lawful and valid public purpose in that the Project constitutes the construction of safe and sanitary dwelling accommodations for persons of low and moderate income and will therefore further the public purposes intended to be served by the Act;

(b) the payments to be received by the Issuer pursuant to the Loan Agreement and the Note will be fully sufficient to pay the principal of, and the redemption premium (if any) and the interest on, the Bonds as the same become due and to pay certain administrative expenses in connection with the Bonds;

(c) the Bonds will constitute only limited obligations of the Issuer and will be payable solely from the Trust Estate and the amounts specifically pledged therefor under the Indenture and will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia, Spalding County, Georgia or the City of Griffin,

Georgia, and will not directly, indirectly, or contingently obligate said State, said County or said City to levy or to pledge any form of taxation whatever for the payment thereof;

(d) the guidelines for financing multifamily dwelling units for citizens of the State of Georgia with low and moderate income will be those set forth in the Land Use Restriction Agreement; and

(e) all "Low Income Tenants" (defined in the Land Use Restriction Agreement) constitute "low and moderate income families" within the meaning of the Act.

Section 3. Authorization of the Financing of the Project and Issuance of the Bonds. The financing of the Project by using the proceeds of the sale of the Bonds to fund the loans to the Borrower as contemplated in the Loan Agreement and the Indenture is hereby authorized.

Section 4. Authorization of Bonds. For the purpose of paying a portion of the costs of financing the Project, the issuance of not to exceed $35,000,000 in a total aggregate principal amount of revenue bonds of the Issuer known as "Housing Authority of the City of Griffin Multifamily Housing Revenue Bonds (Northside Hills Apartments Project), Series 2024" is hereby authorized. The Bonds shall be dated their date of issuance and shall have a final maturity date of no later than August 1, 2064. The Bonds shall bear interest at a rate of interest not to exceed 12% per annum. The Bonds shall be subject to redemption prior to maturity and be payable as set forth in the Indenture. The maximum annual debt service on the Bonds shall not exceed $35,000,000. The Bonds shall be issued as registered Bonds without coupons in various denominations with such rights of exchangeability and transfer of registration and shall be in the form and executed and authenticated in the manner provided in the Indenture. The term "Bonds" as used herein shall be deemed to mean and include the Bonds as initially issued and delivered and Bonds issued in exchange therefor or in exchange for Bonds previously issued. The final par amount, interest rate and maturity date or dates of the Bonds shall be approved by the Issuer in a supplemental resolution to be adopted prior to the issuance of the Bonds.

Any Bonds hereafter issued in exchange or for transfer of registration for the Bonds initially issued and delivered pursuant to the Indenture or the Loan Agreement shall be executed in accordance with the provisions of the Indenture, and such execution by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer, whether present or future, is hereby authorized. A certificate of validation shall be endorsed upon each of such Bonds hereafter issued, and the Clerk of the Superior Court of Spalding County, Georgia, is instructed to execute such certificate of validation upon the written request of the Trustee or the Issuer, specifying that such Bond is being issued in exchange or for transfer of registration for one of the Bonds issued and delivered to the initial purchaser or purchasers thereof or one of the Bonds previously issued in exchange therefor.

Section 5. Authorization of Indenture. The execution, delivery and performance of the Indenture by and between the Issuer and the Trustee be and the same are hereby authorized. The Indenture shall be in substantially the form attached hereto as Exhibit "A,"

subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Indenture by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 6. Authorization of Loan Agreement. The execution, delivery and performance of the Loan Agreement by and between the Issuer and the Borrower be and the same are hereby authorized. The Loan Agreement shall be in substantially the form attached hereto as Exhibit "B," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Loan Agreement by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 7. Approval of Note. The Note executed by the Borrower is hereby approved. The Note shall be in substantially the form attached hereto to the Loan Agreement as Exhibit A, subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer.

Section 8. Authorization of Land Use Restriction Agreement. The execution and delivery of the Land Use Restriction Agreement, in substantially the form attached hereto as Exhibit "C," is hereby approved, subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Land Use Restriction Agreement by the Chairman or Vice Chairman of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 9. Execution of Bonds. The Bonds shall be executed in the manner provided in the Indenture, and the Bonds shall be delivered to the Trustee for proper authentication and delivery to the purchaser or purchasers thereof with instructions to that effect as provided in the Indenture. Anything herein or in the Indenture or the Loan Agreement to the contrary notwithstanding, the Chairman of the Issuer is hereby authorized to execute the Bonds or, in the event of the absence or incapacity of the Chairman, the Vice Chairman of the Issuer, and any Assistant Secretary of the Issuer is hereby authorized to attest the Bonds in the absence or incapacity of the Secretary of the Issuer.

Section 10. Validation of Bonds. The Chairman or, in his absence or incapacity, the Vice Chairman of the Issuer is hereby authorized and directed to immediately notify the District Attorney of the Spalding Judicial Circuit of the action taken by the Issuer, to request said District Attorney to institute a proceeding to confirm and validate the Bonds and to pass upon the security therefor, and said Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are further authorized to acknowledge service and make answer in such proceeding.

Section 11. Information Reporting Pursuant to Section 149(e) of the Code. Any officer of the Issuer is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038, "Information Return for Private Activity Bond Issues," as required by Section 149(e) of the Code.

Section 12. Non-Arbitrage Certification. Any officer of the Issuer is hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code, and the applicable Income Tax Regulations thereunder.

Section 13. Waiver of Audit. The Issuer hereby waives the performance audit or performance review by the Issuer with respect to the Bonds as such terms are described in O.C.G.A. § 36-82-100, and hereby directs that the notice to the public published in connection with the validation of the Bonds contain language giving notice that the Issuer is waiving such performance audit and performance review requirements, and further, that no performance audit or performance review of the nature described in O.C.G.A. § 36-82-100 with respect to the Bonds will be conducted.

Section 14. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Loan Agreement, the Indenture or the Land Use Restriction Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, commissioner, director, agent or employee of the Issuer in his individual capacity, and no such officer, commissioner, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 15. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, commissioners, directors, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Bonds and the execution and delivery of the Loan Agreement, the Indenture and the Land Use Restriction Agreement and to document compliance with the Code.

The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized and directed to prepare and furnish to the purchaser or purchasers, when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

Section 16. Actions Approved and Confirmed. All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the documents herein authorized shall be, and the same hereby are, in all respects approved and confirmed.

Section 17. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law

or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 18. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 19. Effective Date. This Bond Resolution shall take effect immediately upon its adoption.

ADOPTED this 2nd day of August, 2024.

(CORPORATE SEAL)

THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN

Attest:

Secretary

Chairman

EXHIBIT "A"

FORM OF INDENTURE

EXHIBIT "B"

FORM OF LOAN AGREEMENT

EXHIBIT "C"

FORM OF LAND USE RESTRICTION AGREEMENT

SECRETARY'S CERTIFICATE

The undersigned Secretary of the The Housing Authority of the City of Griffin (the "Issuer"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to not to exceed $35,000,000 Housing Authority of the City of Griffin Multifamily Housing Revenue Bonds (Northside Hills Apartments Project), Series 2024, constitute a true and correct copy of the Bond Resolution, adopted on August 2nd, 2024, by the commissioners of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Bond Resolution appears of record in the Minute Book of the Issuer which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the The Housing Authority of the City of Griffin this 2nd day of August, 2024.

Secretary, The Housing Authority of the City of Griffin

(CORPORATE SEAL)

ADOPTED this 2nd day of August, 2024.

(CORPORATE SEAL)

THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN

Attest:

Secretary

Chairman

SECRETARY'S CERTIFICATE

The undersigned Secretary of the The Housing Authority of the City of Griffin (the "Issuer"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to not to exceed $35,000,000 Housing Authority of the City of Griffin Multifamily Housing Revenue Bonds (Northside Hills Apartments Project), Series 2024, constitute a true and correct copy of the Bond Resolution, adopted on August 2nd, 2024, by the commissioners of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Bond Resolution appears of record in the Minute Book of the Issuer which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the The Housing Authority of the City of Griffin this 2nd day of August, 2024.

Secretary, The Housing Authority of the City of Griffin

(CORPORATE SEAL)

Lincoln Avenue Communities (LAC) is currently under contract to purchase Northside Hills Apartments, a 264-unit community located just outside Griffin city limits within unincorporated Spalding County. The community consists of 33 2-story apartments buildings and a 1-story clubhouse constructed in 1970. 100% of the units are covered under a Section-8 contract administered by U.S. Department of Housing and Urban Development. Since its construction, the community has never seen a major rehabilitation and has no existing LIHTC restrictions tied to the project. The Project was selected under the Georgia Department of Community Affairs (DCA) 2023 Competitive 4% Housing Credit/Bonds Competitive Round. In conjunction with the closing of the rehabilitation, 100% of units will continue to be covered through a new Section 8 contract for 20 years where residents will continue to pay no more than 30% of their adjusted family income towards rent. Additionally, 100% of units will be restricted at 60% Area Median Income for 30 years under a new DCA LIHTC LURC recorded at close.

LAC plans on investing over $20MM ($70K+ unit) into the community to make a variety of upgrades including years of deferred maintenance issues and to overall improve residents' quality of life, many of whom have lived at the property for decades. As part of the rehabilitation, all units will see new windows and blinds, energy efficient lighting, low-flow plumbing fixtures, high efficiency water heaters and furnaces, new energy star rated appliances, new bath accessories, new door hardware, and new finishes throughout. Existing in-unit amenities will be upgraded and as part of the rehab, all units will feature new microwaves, in-unit washer/dryers, and in-unit Wi-Fi service at no additional cost to residents. All community spaces will be renovated and improved. The existing clubhouse will be renovated with new leasing area, computer center, and furnished fitness center. The community will also feature renovated playground, new community garden, and new exterior gathering area with BBQs and seating area. Lastly, the rehab will include security improvements throughout the community, including new vehicle gates with secured entry, perimeter fencing, exterior site lighting, and camera surveillance system throughout the community.

A RESOLUTION PROVIDING FOR THE APPROVAL OF THE ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS TO BE ISSUED BY THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN FOR THE BENEFIT OF NORTHSIDE HILLS LIMITED PARTNERSHIP; AND FOR OTHER PURPOSES

WHEREAS, the Housing Authority of the City of Griffin (the "Issuer") has informed the Board of Commissioners of the City of Griffin, Georgia (the "Governing Body") that Northside Hills Limited Partnership, a Georgia limited partnership (the "Borrower"), has requested the Issuer's assistance in financing, in part, the costs of the acquisition, rehabilitation, and equipping of a 264-unit multifamily development to be located at 615 Northside Drive, Griffin, Georgia 30223 in unincorporated Spalding County, Georgia, and known as the "Northside Hills Apartments" (the "Project"); and

WHEREAS, the Issuer has also informed the Governing Body that a public hearing was held with respect to the financing of the Project; and

WHEREAS, the Governing Body has been made aware that under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the highest elected official or body of the governmental unit having jurisdiction over the issuer of revenue bonds must approve the issuance of such revenue bonds following a public hearing for which reasonable public notice was provided; and

WHEREAS, the Issuer has recommended to the Governing Body, as the highest elected official or body of the City of Griffin, Georgia, the governmental unit having jurisdiction over the Issuer, approve the issuance of the Bonds to finance the Project solely for the purposes of Section 147(f) of the Code; and

WHEREAS, the Issuer has provided the Governing Body with evidence that a designated hearing officer of the Issuer conducted a public hearing on behalf of the Issuer on July 9, 2024, with respect to the proposed issuance of the Bonds in accordance with the requirements of Section 147(f) of the Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Griffin, Georgia, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Solely for the purposes of Section 147(f) of the Code, the issuance of the Bonds for the benefit of the Borrower in a principal amount of not to exceed $40,000,000, described in the summary statement of Borrower presented to and on file with the Issuer, to assist in the financing of the Project is hereby approved.

Section 2. Such approval by the Governing Body does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Borrower or the Project, and the Bonds shall not constitute an indebtedness or obligation of the City, the State of Georgia or of any county, municipal corporation, or political subdivision thereof. The Bonds shall be payable solely from the revenues derived from the Borrower and pledged to the payment thereof and no owner of any of the Bonds shall ever have the right to compel any exercise of the taxing power of said City, State or of any county, municipal corporation or political subdivision

thereof, nor to enforce the payment thereof against any property of said City, State or of any county, municipal corporation or political subdivision.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED this ____ day of _____, 2024.

BOARD OF COMMISSIONERS OF THE
CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, Secretary

(SEAL)

SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Board of Commissioners of the City of Griffin, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution, adopted on _____, 2024, by the Mayor and Commission of the City of Griffin, Georgia, and that the original of said Resolution appears of record in the Minute Book of the Board of Commissioners of the City of Griffin, Georgia which is in my custody and control.

GIVEN under my hand and the official seal of the City of Griffin, Georgia, this ____ day of _____, 2024.

_____
Jessica W. O'Connor, Secretary

(CORPORATE SEAL)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a lease agreement between the City of Griffin and Life Radio Ministries for Suite 504 in One Griffin Center in the initial annual rent amount of $22,771.40. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The term of the lease is 10 years. The Tenant desires to make certain modifications for purposes of retrofitting the Premises to its needs. The Parties recognize that this will entail a financial investment by Tenant into the Building and have agreed upon an arrangement which serves to give Tenant the benefit of their renovations/improvements during the period of this Lease by an offset in the rental rate. Upon execution of this Lease, Tenant's lease dated January 1, 2019 related to Suite 100 shall terminate ("Suite 100 Lease"). However, Tenant shall be permitted to hold over in Suite 100 for a period of 120 days while renovations on the Premises are completed, provided that Rent is paid in accordance with this Lease. Should an extension of time be required for the hold over in Suite 100, Tenant should provide a request for extension to Landlord which must be approved by the City Manager.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Year 1 through Year 5 - $22,771.40 per year
Year 6 through Year 10 - $24,993.00 per year

Submitted By:
Susan Bartholomew

Meeting Date:
27/08/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
NLR Lease with AJW signature v4.pdf

LEASE AGREEMENT

PREMISES:	100 South Hill Street, Suite 504, Griffin, Georgia 30224
LANDLORD:	City of Griffin, Georgia
TENANT:	Life Radio Ministries, Inc.
DATE:	September 1, 2024

STANDARD OFFICE LEASE

This Lease is made and entered into this _____ day of _____ 2024, by and between the City of Griffin, a Georgia municipal corporation (hereinafter referred to as "Landlord"), and Life Radio Ministries, Inc. (hereinafter referred to as "Tenant").

WITNESSETH

1. PREMISES

Landlord does hereby rent and lease to Tenant, and Tenant does hereby rent and hire from Landlord, that certain space containing approximately two thousand seven hundred seventy-seven (2,777) rentable square feet of space located at Suite 504 (hereinafter referred to as the "Premises") of 100 South Hill Street, One Griffin Center, Griffin, Georgia 30224 (hereinafter referred to as the "Building"). The Premises, the Building, and the surrounded areas (hereinafter, collectively, referred to as the "Property") are set forth on the legal description attached and incorporated herein as Exhibit "A".

The Tenant desires to make certain modifications for purposes of retrofitting the Premises to its needs. The Parties recognize that this will entail a financial investment by Tenant into the Building and have agreed upon an arrangement which serves to give Tenant the benefit of their renovations/improvements during the period of this Lease by an offset in the rental rate. Tenant hereby releases Landlord from any claims associated with Tenant's renovation of the Premises except as otherwise agreed herein.

2. TERM

The term of this Lease ("Initial Term") shall be for a period of ten (10) years, commencing September 1, 2024 and expiring at 11:59 pm on August 31, 2034, unless sooner terminated as hereunder provided or unless such Commencement Date and termination are adjusted as herein provided.

3. RENTAL

(a) Base Rental.

(i) For the period from September 1, 2024 through August 31, 2029 (Years 1-5), "Base Rental" shall mean the minimum sum of Twenty-Two Thousand Seven Hundred Seventy-One and 40/100 Dollars ($22,771.40) per annum. The Base Rental during Years 1-5 shall be payable in equal monthly installments of One Thousand Eight Hundred Ninety-Seven and 62/100 Dollars ($1,897.62) (hereinafter, "Years 1-5 Monthly Rental") on the first day of each calendar month during the Year 1-5 Term to Landlord at Landlord's address provided herein, or such other address as may be designated by Landlord in writing from time to time.

(ii) For the period from September 1, 2029 through August 31, 2034 (Years 6-10), "Base Rental" shall mean the minimum sum of Twenty-Four Thousand

Nine Hundred Ninety-Three Dollars ($24,993.00) per annum. The Base Rental during Years 6-10 shall be payable in equal monthly installments of Two Thousand Eighty-Two and 75/100 Dollars ($2,082.75) (hereinafter "Years 6-10 Monthly Rental") on the first day of each calendar month during the Year 6-10 Term to Landlord at Landlord's address provided herein, or such other address as may be designated by Landlord in writing from time to time.

(iii) Tenant agrees to pay to Landlord, without any demand, setoff or deduction whatsoever, the applicable Rent and all such other charges, sums of money, or amounts as shall become due hereunder as additional rent. The term "Rent" as used herein shall mean the applicable Monthly Rental and any other amounts due by Tenant to Landlord hereunder. All Monthly Rental, additional rental, and any other costs, expenses, sums or amounts payable or reimbursable hereunder by Tenant to Landlord shall be deemed to be Rent hereunder whether or not designated as such.

(iv) Tenant shall pay the first month of Years 1-5 Monthly Rental upon execution and delivery of this Lease (with said amount to be applied against the Monthly Rental first due under the Lease).

(v) If the Term commences at any time other than the first day of any calendar month or terminates at any time other than the last day of a calendar month, the amount of Rent due from Tenant shall be proportionately adjusted based on that portion of the month that this Lease is in effect.

(vi) Rent payments not received by Landlord on or before the due date shall be subject to a late charge payable by Tenant in an amount equal to ten percent (10%) of such past due Rent.

(b) Taxes and Insurance.

(i) Landlord shall make timely payment of all real property (ad valorem) taxes and assessments levied against the Building.

(ii) Reserved.

(iii) Reserved.

(iv) Tenant shall pay promptly when due all taxes directly or indirectly imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord or the Building, and all of the privileges, business licenses, taxes and similar charges for which Tenant is primarily responsible. In addition, in the event there is imposed at any time a tax upon and/or measured by the Rent payable by Tenant under this Lease, whether by way of a sales or use tax or

otherwise, Tenant shall be responsible for the payment of such tax and shall pay the same on or prior to the due date thereof; provided, however, that the foregoing shall not include any inheritance, estate, succession, transfer, gift or income tax imposed on or payable by Landlord.

(c) Common Area Maintenance.

"Common Areas" shall refer to all portions of the Building that are available for use by all tenants, occupants, or invitees on a non-exclusive basis. Landlord shall repair and/or maintain, and keep in good, clean and safe condition, all Common Areas within the Building, provided however, that Landlord shall not be liable for damages, nor shall the Rent be abated, for failure to maintain such Common Areas when such failure is not due to Landlord's negligence.

4. SECURITY DEPOSIT

Reserved.

5. USE

The Premises shall be used for general business purposes only and no other use, including but not limited to, residential use, is permitted. The Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the Insurance or increase the rate of Insurance on the Premises or on the Building. Tenant hereby agrees to comply with any and all municipal, county, state and federal regulations and requirements applicable or in any way relating to the use, access to, occupancy and condition of the Premises. If Tenant's use for other than general business purposes should increase the cost of Landlord's Insurance on the Premises or on the Building, then Tenant shall pay the entire amount of such increase within sixty (60) days after notification of same by Landlord.

Tenant acknowledges that Landlord, its agents and employees and other persons acting on behalf of Landlord have made no representations or warranties of any kind, express or implied, with respect to: (a) the physical or environmental condition, zoning or legal status of the Building; (b) the fitness of the Premises for Tenant's intended use; (c) the degree of sound transfer within the Building; (d) the absence of electrical or radio interference in the Premises or the Building; (e) the condition, capacity or performance of electrical or communications systems or facilities; or (f) the absence of objectionable odors, bright lights or other conditions which may affect Tenant's use and enjoyment of the Premises or the Building, upon which Tenant has relied directly or indirectly for any purpose.

6. LANDLORD'S CARE

Landlord shall not be required to make any repairs or improvements to the Premises except repairs to the foundation, exterior walls or roof of the Building as necessary for safety and tenantability unless the need for such repairs or improvements is due to Landlord's negligence.

7. TENANT'S CARE

Tenant shall repair, maintain and/or repair as necessary and keep in good, clean and safe repair all portions of the Premises and all equipment, fixtures and systems therein which are not specifically set forth as the responsibility of Landlord in Paragraph 6 of this Lease. Tenant shall, at its sole cost and expense, clean, keep in good repair, maintain and replace all portions of the Premises, including but not limited to, all doors and plate glass in the Premises when cracked or broken, and all alterations, improvements, betterments, equipment, fixtures and personal property belonging to Tenant or placed in the Premises by, for or on behalf of the Tenant. All repairs and replacements by Tenant shall be made promptly, in good and workmanlike manner, in compliance with all applicable laws, codes and ordinances, and in quality at least equal to the original work and with contractors approved by Landlord. If Tenant fails to perform its obligations, Landlord may enter the Premises and do so on Tenant's behalf, and Tenant shall reimburse Landlord upon demand for any costs and expenses incurred by Landlord in performing such obligations. At the Termination of this Lease, Tenant agrees to deliver up the Premises to Landlord in as good condition as on the Commencement Date, ordinary wear and tear excepted.

Tenant shall indemnify Landlord and shall hold Landlord harmless against any and all damage or injury to the Premises, the Building or the Land or to any person or property caused or contributed to by any act, omission, or neglect of Tenant, any invitee, agent, affiliate, customer or client of Tenant or anyone in Tenant's control or employ. Tenant shall at once report in writing to Landlord any defective condition known to Tenant which Landlord is required to repair, and failure to promptly report such defects shall make Tenant liable to Landlord for any liability incurred by Landlord by reason of Tenant's failure to notify Landlord of such defects; provided, however, no liability shall accrue to Tenant for Tenant's failure to inform Landlord of latent defects to the Premises, Building or Land. In no event shall Tenant cause or allow any outside storage of trash, refuse or other debris on the Premises or the Property whether in the area of the dumpster or otherwise.

8. INSPECTIONS

Landlord shall have the right, but not the obligation, to enter the Premises at reasonable hours to exhibit same to prospective lenders, purchasers or tenants; to make repairs, additions, alterations, and improvements; and to inspect the Premises, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom unless such damages are caused by the negligence of Landlord or its officers, employees, agents, contractors, sublessees or invitees. Notwithstanding the foregoing, except in the case of emergency, Landlord shall provide at least twenty-four (24) hours' notice to Tenant before entering the Premises. Tenant hereby waives any claim for damages for any inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Premises occasioned by such entry. Landlord may at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open Tenant's doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord in an emergency shall not be construed or deemed to be a forcible or unlawful entry into,

or a detainer of, the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof, and Landlord shall have no liability to Tenant as a result thereof.

9. DEFAULT; REMEDIES

(a) Default.

The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

(i) Any Rent specified in this Lease is not paid by the due date within five (5) days after Landlord notifies Tenant that such Rent has not been received, provided Landlord shall not be required to produce notice after the second failure in one Lease year;

(ii) The Premises are deserted or abandoned;

(iii) Tenant does or permits to be done anything which creates a lien upon the Premises or the Building and such lien is not removed or discharged within thirty (30) days after the filing thereof;

(iv) Any petition is filed by or against Tenant in bankruptcy and not dismissed within thirty (30) days after the filing thereof, or if Tenant takes advantage of any debtor relief proceeding under any present or future law whereby the Rent payable hereunder, or any part thereof, is proposed to be reduced or deferred;

(v) Tenant becomes insolvent or makes a transfer in fraud of creditors;

(vi) Tenant makes an assignment for the benefit of creditors;

(vii) A receiver is appointed for all or a substantial part of the assets of Tenant;

(viii) Tenant's Leasehold interest in the Premises is levied upon under execution;

(ix) The default of a guarantor under a guaranty or the repudiation of a guaranty required under this Lease;

(x) Tenant fails to comply with any other term, provision, condition, or covenant of this Lease or with any of the Rules and Regulations now or hereafter reasonably established by Landlord for the government of the Building and Tenant does not cure such failure to comply within thirty (30) days written notice by Landlord.

(b) Remedies.

Upon the occurrence of any of the aforesaid events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

(i) Landlord shall have the immediate right of re-entry and may remove all property from the Premises to a warehouse or elsewhere at the cost of, and for the account of, Tenant all without being deemed guilty of trespass, or becoming liable for any loss, damage or damages which may be occasioned thereby;

(ii) Landlord may, enter the Premises and make such alterations and repairs as may be necessary in order to relet the Premises;

(iii) Landlord, with or without terminating this Lease, may, but shall not be obligated, to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable. Upon reletting the Premises, this Lease shall terminate and all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any unpaid costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorney's fees, the costs of such alterations and repairs and Lease considerations and incentives; third, to the payment of the Rent due and unpaid hereunder. In no event shall Tenant be entitled to any excess rental received by Landlord over and above that which Tenant is obligated to pay hereunder, including Rent, additional Rent and all other charges;

(iv) Landlord may terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises, and Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees and costs;

(v) Enter upon the Premises without being liable for prosecution or any claim of damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses including, without limitation, reasonable attorneys' fees which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise; or

(vi) Terminate Tenant's right of possession, without terminating this Lease, and enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by entry, dispossessory suit or otherwise, without thereby releasing Tenant from any liability hereunder, and without being liable for prosecution or any claim of damages therefor and, if Landlord so elects,

make such alterations, redecorations and repairs as, in Landlord's judgment, may be necessary to relet the Premises; and Landlord may, but shall be under no obligation to do so (except as may be provided by State law), relet the Premises or any portion thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms as Landlord may deem advisable, with or without advertisement, and by private negotiations, and receive the rent therefor, Tenant hereby agreeing to pay to Landlord the deficiency, if any, between all Rent reserved hereunder and the total rental applicable to the Term hereof obtained by Landlord upon re-letting; and Tenant shall be liable for Landlord's costs incident to such re-letting, including reasonable broker's commissions and lease assumptions; and any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.

In the event of Tenant's default, Landlord shall not be obligated to pay or reimburse Tenant for any investment or increased value arising from Tenant's renovations of the Premises which has not been realized by the time of Tenant's default prior to or as part of any remedy available to Landlord under this lease. In other words, Tenant's default shall automatically result in a waiver of any reduced rent, off-set, or other compensation related to Tenant's renovations/investment in the Premises.

All sums past due under this Lease shall bear interest at the lesser of a per annum rate of ten percent (10%) or the maximum lawful rate, from due date thereof until paid-in-full. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, covenants, warranties and provisions herein contained. No reentry or taking possession of the Premises by Landlord or any other action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease or an election by Landlord to terminate this Lease unless written notice of such intention is given to Tenant. No failure of Landlord to exercise any power given Landlord, hereunder, or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting of the Premises

by Landlord as above provided, allowance shall be made for the expense of repossession. Tenant agrees to pay to Landlord all costs and expenses incurred by Landlord in the enforcement of this Lease, including, without limitation, the reasonable fees of Landlord's attorneys. No waiver of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

All rights and remedies of Landlord created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other.

Tenant hereby indemnifies Landlord from and agrees to hold Landlord harmless against, any and all liability, loss, cost, damage or expense, including, without limitation, court costs and reasonable attorney's fees actually incurred (without regard to statutory definitions or constraints upon the charge or collection thereof), through all appeals, imposed on Landlord by any person whomsoever, caused in whole or in part by any act or omission of Tenant, or any of its employees, contractors, servants, agents, subtenants, assignees, representatives or invitees, or otherwise occurring in connection with any default of Tenant under this Lease or attributable to or resulting from the condition, use or occupancy of the Premises by Tenant. The provisions of this paragraph shall survive any termination of this Lease.

10. PERSONALTY OF LEASE

If Tenant shall not remove all Tenant's effects from the Premises within a reasonable time after any expiration or other termination of this Lease, such effects shall be deemed abandoned by Tenant. All personal property of Tenant or Tenant's employees, agents, affiliates, or invitees, located in or brought upon the Premises or any part of the Building shall be at the risk of Tenant only, and Landlord shall not be liable to Tenant or any other party for any damages thereto or theft thereof resulting from any cause.

11. POSSESSION; COMMENCEMENT DATE AGREEMENT

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. If this Lease is executed before the Premises herein becomes ready for occupancy and Landlord cannot deliver possession of the Premises on the Commencement Date, Tenant hereby waives any claim for damages due to such delay, and Landlord hereby waives the right to receive any payment of Rent until Landlord delivers possession to Tenant, except as otherwise set forth to the contrary herein.

After Tenant takes possession of the Premises or is deemed to have received possession of the Premises, Landlord shall prepare and deliver to Tenant an agreement (hereinafter the "Commencement Date Letter"), generally in the form of Exhibit "B" to this Lease, which shall fix the Commencement Date and the date upon which the Term shall expire. Within thirty (30) days after Tenant's receipt of such Commencement Date Letter, Tenant shall properly execute and return the

agreement to Landlord. When fully executed and delivered, the Commencement Date Letter shall supersede any inconsistent terms contained in this Lease.

12. UTILITIES

Landlord shall furnish on or near the Premises a reasonable amount of water, electricity, air conditioning and heat for Tenant's use during ordinary business hours for the Building (which are 8:00 a.m. to 6:00 p.m., Monday through Friday, only, exclusive of normal business holidays). Landlord agrees to, and shall keep all plumbing, electrical, and heating equipment located outside of the leased premises in good repair; provided, however, Landlord shall not be liable for damages, nor shall the Rent be abated, for Landlord's failure to furnish water, electricity, gas, and heat. Tenant shall maintain and make all other repairs in or to the leased Premises and any equipment located therein which exclusively services the Premises.

13. SUBLETTING AND ASSIGNMENT

Tenant shall not, without the prior written consent of Landlord at Landlord's sole discretion, assign this Lease or any interest herein or in the Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord.

Subtenants or transferees of the Premises for the balance of the Term shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant (or any guarantor of Tenant's obligations hereunder) of any liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Term including any extensions thereof, whether or not authorized herein. If Tenant is a partnership or a limited liability company (or any similar business association), a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members as the case may be owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease not requiring consent of Landlord. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, whether in a single transaction or in a series of transactions, shall be deemed a voluntary assignment of this Lease not requiring consent of Landlord.

Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require. In the event Landlord consents to an assignment or sublease, Tenant shall pay to Landlord a fee in the amount of $500 to cover Landlord's accounting costs plus any reasonable legal fees incurred by Landlord as a result of any proposed assignment or sublease. Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any assignee of this Lease for its

assignment, or by any subtenant under or in connection with its sublease, or otherwise paid to Tenant by another party for use and occupancy of the Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as additional Rent hereunder and Tenant shall have no right or claim thereto as against Landlord.

No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease. Notwithstanding anything to the contrary set forth herein, Tenant shall not be released from its obligations under the Lease in the event of any assignment of this Lease or any subletting of the Premises.

Upon Landlord's receipt of a request by Tenant to assign this Lease or any interest herein or in the Premises, or to transfer or sublet the Premises or any part thereof or otherwise permit the use of the Premises by any party other than Tenant, Landlord shall have the right, at Landlord's option, to exercise in writing any of the following options: (a) to terminate this Lease as to the portion of the Premises proposed to be assigned or sublet; or (b) to consent to the proposed assignment or sublease, subject to the other terms and conditions set forth in this Section 13.

14. DESTRUCTION OR DAMAGE

Should a substantial portion of the Building or the entire Premises or a substantial portion thereof be damaged by fire or other casualty to such an extent that rebuilding or repairs cannot reasonably be completed in Landlord's sole judgment, within a period of one hundred eighty (180) calendar days from the date of such casualty, then Landlord or Tenant shall have the right within a period of thirty (30) days following such casualty to terminate this Lease by written notice to the other party, in which event all Rent payable under this Lease shall be abated from the date of such casualty and this Lease shall end. However, in the event neither party chooses to terminate this Lease in accordance with the above provision, Landlord shall make the repairs or replacements to the Premises with reasonable promptness and dispatch, Rent will abate in such proportion as the Premises have been damaged and untenantable, and Landlord will restore the Premises as speedily as practical, whereupon full Rent will resume. Demolition and/or rehabilitation of the Parking Deck on the Property shall not be deemed to render the Premises or Building damaged or untenantable under the terms of this Lease, and Paragraph 14 of this Lease shall not apply to demolition, rehabilitation, or repair of the Parking Deck on the Property.

Landlord, in repairing the Premises, shall not be required to repair any injury or damage to the personal property of Tenant, or to make any repairs to or replacement of any alterations, additions, improvements or fixtures installed on the Premises by or for Tenant. If the cost of performing such repairs and restoration exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, or if Landlord's mortgagee shall require that any insurance proceeds from a casualty loss be paid to it, Landlord may terminate this Lease unless Tenant, within fifteen (15) days after demand therefor, deposits with Landlord a sum of money sufficient to pay the difference between (a) the cost of repair; and (b) the sum of the proceeds of

the insurance available to Landlord for such purpose and any deductible paid by Landlord. In no event shall Landlord be liable for any loss or damage sustained by Tenant by reason of casualties mentioned hereinabove or any other accidental casualty.

15. EMINENT DOMAIN

If the whole or any substantial part of the Premises shall be taken or condemned (including without limitation a sale in lieu of condemnation) by any competent authority for any public use or purpose, then, in that event, the Term of this Lease shall cease and terminate from the date on which possession of the part so taken shall be acquired for such use or purpose; the full amount of any resulting condemnation award, shall be paid to Landlord and Rent shall be accounted for between Landlord and Tenant as of the date of such taking. However, if only an insubstantial (as determined by Landlord's reasonable opinion) portion of the Premises is so taken and the Premises are not untenantable, then Landlord shall repair any damage caused by such taking with reasonable promptness and dispatch and shall allow Tenant an abatement or reduction in Rent hereunder for such time as such portion of the Premises is untenantable, and this Lease shall not be otherwise affected.

16. ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations or additions to the Premises without first obtaining Landlord's written consent thereto. The alterations and additions necessary to remodel and retrofit the Premises for Tenant's use which have been proposed at the outset of this Lease are approved upon full execution of this Lease by both Parties; provided, however, that Tenant shall provide sufficient building plans and/or scope of work related to said renovations prior to the commencement of any work by Tenant's contractors, and provided further that Tenant coordinates with Landlord regarding any and all Contractors, including but not limited to providing the identity, contact information, credentials, and providing other information or documents which Landlord deems relevant or necessary. When renovations are complete, Tenant shall provide Landlord with a new floor plan drawing or with access for purposes of developing a floor plan drawing of the Premises.

Notwithstanding the foregoing, Tenant may make minor alterations without the consent of Landlord costing less than $5,000.00, including cosmetic paint, carpet, floor coverings and wallpaper. No alterations shall lessen the value of the Premises or cause expense to Landlord at the termination of this Lease. In no event shall any work be done for Landlord's account or in any way which would allow a lien to be placed against the Premises; any such lien shall be an event of default under this Lease if not removed or lawfully bonded within thirty (30) calendar days following Landlord's discovery thereof.

All additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of Tenant) made in or upon the Premises, either by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises at the termination of this Lease without compensation to Tenant unless Landlord elects to have Tenant remove such alterations, fixtures, additions and improvements, in which event, Tenant shall promptly restore, at its sole cost and expense, the Premises to its condition prior to the installation of such alterations, additions and improvements, normal wear and tear excepted.

Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep Landlord, the Premises and the Building free from all liens and claims of lien relating to the work performed, materials furnished or obligations incurred by or for Tenant and Tenant shall protect, indemnify, hold harmless and defend Landlord, the Premises and the Building of and from any and all loss, cost, damage, liability and expense, including attorney's fees and costs, arising out of or related to any such liens or claims of lien. During the progress of such work, Tenant shall, upon Landlord's request, furnish Landlord with sworn contractor's statements and lien waivers covering all work theretofore performed. Tenant shall satisfy or otherwise discharge all liens, or other claims or encumbrances within thirty (30) days after Tenant obtains knowledge that any such lien, claim or encumbrance has been filed. If Tenant fails to pay and remove such lien, claim or encumbrance within such thirty (30) days, Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of payment at the rate of 8% per annum, shall be deemed additional rent due and payable by Tenant at once without notice or demand.

17. INSURANCE

Tenant shall obtain and maintain in force throughout the Term of this Lease commercial general liability insurance in the amount of not less than $1,000,000.00 for any one injury (including death) to persons of property of not less than $1,000,000.00 for any one casualty and of not less than $1,000,000.00 for property damage. Said policy shall name both Landlord and Tenant as additional insured and shall contain a provision requiring the insurer to give Landlord at least thirty (30) calendar days prior written notice before any termination or expiration of said policy for any reason. Prior to the Commencement Date of this Lease and prior to the expiration of each term of such policy, Tenant shall deliver to Landlord the original of such policy or a proper certificate from the insurer. Whenever, in Landlord's reasonable judgment, good business indicates the need for additional insurance coverage or different types of insurance in connection with the Premises or Tenant's use and occupancy thereof, Tenant shall, upon request, obtain such insurance at Tenant's expense and provide Landlord with evidence thereof. All coverage shall be written on an occurrence basis and shall be primary and non-contributory over any insurance the Landlord may elect to provide on its behalf. In the event Tenant shall fail to procure such insurance or to deliver such policies and certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant hereunder, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent. Additionally, Tenant hereby agrees to insure the contents of the Premises including any improvements or betterments to the extent Tenant deems satisfactory in Tenant's sole discretion; and Landlord shall have no responsibility whatsoever for any damage, theft, or other casualty to or involving such contents.

Tenant shall have included in all policies of insurance obtained by Tenant covering the Premises and the contents therein, a waiver by the insurer of all right of subrogation against Landlord in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by Tenant. Tenant waives all right of recovery against Landlord for, and agrees to release Landlord from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would

be covered by the insurance required to be maintained under this Lease by Tenant, even if such loss or damage shall have been caused by the fault or negligence of Landlord, or anyone for whom Landlord may be responsible.

All policies of insurance required to be carried by Tenant under this Section shall be in a form satisfactory to Landlord, shall name Landlord, Landlord's mortgagee, Landlord's managing agent and any other party designated by Landlord as additional insureds, shall be issued by insurance companies which are licensed to do business in the State of Georgia, and shall have a Best's rating of at least "A" and a financial rating of not less than "XII" and have been approved in writing by Landlord.

Landlord shall obtain and maintain in force throughout the Term of this Lease commercial general liability insurance in the amount of not less than $1,000,000.00 for any one injury (including death) to persons or property and of not less than replacement value for any one casualty and of not less than replacement value for property damage.

18. INDEMNIFICATION

Tenant hereby protects, saves, indemnifies, defends, and holds harmless Landlord and Landlord's parent entity, affiliate entities, subsidiaries and all of their respective directors, officers, employees, agents, contractors, successors, assigns, attorneys and representatives from and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees, court costs and alternative dispute resolution expenses) caused in whole or in part, or arising directly or indirectly out of: (a) any occurrence in, about, upon, at, or from the Premises, including, without limitation, any occurrence or act associated with Tenant's use or occupancy of the Premises; (b) any negligent or intentional act, omission, or misconduct of Tenant; or (c) any breach by Tenant of its obligations under this Lease.

19. SIGNS

Landlord shall maintain a Building directory on the lower level of the Building. Additionally, if requested by Tenant, Landlord shall provide Tenant with an identification sign of Landlord's design and specification which shall be affixed to the exterior of the Premises by Landlord. No other signage of any type shall be permitted.

20. ATTORNEY'S FEES

Tenant agrees to pay all reasonable attorney's fees and expenses actually incurred by Landlord in enforcing any of Tenant's obligations under this Lease whether or not such enforcement involves the filing by Landlord of legal action with any court, or in any litigation or negotiation in which Landlord shall, by virtue of this Lease or Landlord's ownership of the Building, become involved through or on account of this Lease.

21. HOLDING OVER

Tenant shall not remain in possession of the Premises after expiration or earlier termination of the Lease without the express written consent of Landlord. If Tenant remains in possession

after expiration or termination of the Lease Term with or without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law or otherwise. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the monthly rental shall be 125% of the amount of Rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. During any period of holding over by Tenant with or without Landlord's written consent, Landlord retains the right to retake possession of the Premises by any legal means without notice to Tenant. The inclusion of the foregoing shall not be construed as Landlord's consent for Tenant to hold over.

22. SURRENDER OF THE PREMISES

Upon the expiration or earlier termination of this Lease or within a reasonable time thereafter, Tenant shall quit and surrender to Landlord the Premises, and every part thereof including all alterations, additions and improvements thereto, in broom-clean and good condition/repair, with the exception of reasonable wear and tear. Tenant shall remove all personalty and equipment not attached to the Premises which Tenant has placed upon the Premises.

If Tenant shall fail or refuse to remove all of Tenant's effects, personalty and equipment from the Premises within a reasonable time after the expiration or termination of this Lease for any cause whatsoever, or upon Tenant being dispossessed by process of law or otherwise, such effects, personalty and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without written notice to Tenant or any other party and without obligation to account for them. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such property, including, without limitation, the cost of repairing any damage to the Premises and/or the Building caused by the removal of such property and storage charges (if Landlord elects to store such property). The covenants and conditions of this Section 22 shall survive any expiration or termination of this Lease.

23. NOTICE

All notices as provided herein shall be sent via hand delivery, overnight commercial courier or certified mail to the following:

Landlord:
City of Griffin
100 S. Hill Street
P.O. Box T
Griffin, Georgia 30224

With a copy to:
Andrew J. Whalen III
City Attorney, City of Griffin
The Whalen Law Firm LLC
100 South Hill Street, Suite 524
Griffin, Georgia 30223

Tenant:
Life Radio Ministries, Inc.
100 S. Hill St.
Griffin, GA 30223

24. PARTIES

"Landlord" as used in this Lease shall include Landlord's assigns and successors in title to the Premises. "Tenant" shall include Tenant and, if this Lease shall be validly assigned or sublet, shall include such assignee or subtenant, its successors and permitted assigns. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

25. PARKING AND DRIVEWAYS

(a) Tenant shall have the right of ingress and egress over the driveways located in or in close proximity to the Premises or the Building. If the Premises occupies less than all of the Building, all driveways and parking areas shall be used by Tenant jointly with Landlord and Landlord's other tenants, their agents, customers and invitees, and Tenant hereby agrees not to park on nor block said driveways, but rather to park in designated parking areas and on paved surfaces only.

(b) Tenant shall comply with the following terms and conditions relating to parking:

(i) Except for particular spaces and areas designated by Landlord for reserved parking, all parking shall be on an unreserved, first-come, first-served basis. All vehicles on the Property must have and display a current state motor vehicle license plate, license validation decal evidencing payment of current state and county ad valorem taxes. All vehicles kept, placed, stored, parked, maintained or operated in any area of the Property must be insured with the minimum applicable insurance required by state law. Vehicles may not be covered. A vehicle belonging to Tenant or one of its employees, sublessees or invitees that fails to meet any one of the above requirements shall be deemed to be unauthorized and non-operable and may be removed from the Property by Landlord at Tenant's expense. The terms "unauthorized" and "non-operable" shall be liberally construed in favor of Landlord. In addition, but not limited to, their generally accepted definitions, "unauthorized" and "non-operable" shall also mean vehicles which: (1) are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the general appearance or rental marketability of the Property or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to Landlord or other tenants; (2) are causing damage to the community or the parking areas, including, but not limited to, oil or gas leaks, seepage or spills and motorcycle kick stands which sink into the pavement; (3) are not registered with Landlord as required by Landlord; (4) are not properly parked between parallel lines or other lines marking

spaces for parking; (5) are blocking access to any prohibited areas, designated "No Parking" areas, fire lanes, fire hydrants, ingress and egress travel lanes, entrances, exits, trash receptacles or compactors or maintenance or service areas; (6) are left on blocks or jack stands; (7) appear to be in a state of disrepair; (8) appear to be incapable of self-propelled movement; (9) do not have a proper license tag, current license decal validation sticker, current state emission inspection sticker or minimum applicable motor vehicle insurance; or (10) are improperly parked in a reserved or assigned space or are improperly parked in a designated handicapped space or are improperly parked in a specially designated space. The determination of whether a vehicle is abandoned, unauthorized or non-operable shall be within the sole discretion of Landlord, and Tenant agrees that Landlord shall have no liability for any act or failure to act with respect to enforcing the parking rules and regulations.

(ii) Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking areas. Landlord shall not be liable for any loss, injury or damage to persons using the parking areas or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the parking areas shall be at the sole risk of Tenant and its employees, invitees, and/or customers.

(iii) Landlord shall have the right to close the parking areas (or certain portions thereof) when reasonable under the circumstances; provided, however, that except in the event of an emergency, Landlord shall provide at least twenty-four (24) hours prior written notice of such closure.

26. SUBORDINATION

This Lease shall be subordinate to the right, title and interest of any lender or other party holding a security interest in or a lien upon the Premises under any and all security deeds or mortgages presently encumbering the Premises or the Building, and to any and all other security deeds or mortgages hereafter encumbering the Premises or the Building. Tenant shall at any time hereafter, on the demand of Landlord or the holder of any such security deed or mortgage, execute any instruments which may reasonably be required by such secured party for the purpose of evidencing Tenant's subordination of this Lease to the lien or security interest of such secured party. In the event of the termination of this Lease through foreclosure of any security deed or mortgage to which this Lease is subordinated, Tenant shall, upon the demand of the purchaser of the Premises or the Building at the foreclosure sale, enter into a new Lease with such purchaser for the unexpired term of this Lease at the same rent and under the same provisions of this Lease.

27. GOVERNMENTAL ORDERS

Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or

in force (hereinafter, all "Governmental Requirements"). Notwithstanding the immediately preceding sentence, Tenant shall not (by this Lease) be obligated to comply with any Governmental Requirements requiring any structural alteration of or in connection with the Premises unless such alteration is required by reason of: (a) a condition which has been created by, or at the instance of Tenant, or is attributable to the use or manner of use to which Tenant puts the Premises; or (b) a breach of any of Tenant's covenants and agreements hereunder. However, where any structural alteration of or in connection with the Premises is required by any Governmental Regulation, and, by reason of (a) or (b) above, Tenant is not obligated to make such alteration, Landlord shall have the option of either making such alteration and paying the cost thereof or terminating this Lease by giving Tenant not less than thirty (30) days prior written notice of such termination; provided, Tenant shall have the right to nullify Landlord's termination by delivering to Landlord, within fifteen (15) days after Tenant receives Landlord's termination notice, a writing in which Tenant promises to make the required alteration at its own expense in a manner satisfactory to Landlord, and to save Landlord harmless from any and all costs, expenses, penalties and/or liabilities (including, but not limited to, accountants' and attorneys' fees) in connection therewith or by reason thereof. Tenant covenants and agrees that, after promising to make any required alteration in order to nullify a termination attempted by Landlord, Tenant will, at Tenant's expense, and in compliance with all covenants, agreements, terms, provisions and conditions of this Lease, make such alteration, and Tenant, at Tenant's expense, will promptly and duly perform all the conditions of such undertaking and that all such conditions of such undertaking shall be deemed to constitute provisions of this Lease to be kept or performed on the part of Tenant with the same force and effect as if the same had been set forth herein.

28. IMPROVEMENTS

Reserved.

29. ESTOPPEL CERTIFICATES

From time to time during the Term, or any renewal thereof, Tenant, on request of Landlord given in writing not less than ten (10) days prior to the desired date of such certification, shall execute, acknowledge, and deliver to Landlord, a statement in writing certifying: (a) that this Lease is unmodified and is in full force and effect (or if there shall have been modifications, that this Lease is in full force and effect as so modified and stating such modification); (b) the dates to which rental hereunder and all other charges have been paid and whether any such payment represents payments in advance; (c) whether there is then existing any claim by Tenant of default hereunder by Landlord, and, if so, specifying the nature thereof; and (d) such other matters as may be requested by Landlord. Any such estoppel certificate to be delivered from time to time in accordance herewith may be relied upon by any person to whom such statement may be delivered by Landlord.

30. NO OFFER

The Submission of this Lease for examination does not constitute an offer to lease and this Lease shall be effective only upon execution hereof by Landlord and Tenant.

31. LIABILITY OF LANDLORD LIMITED

ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT AGREES THAT, IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO THE TERMS, CONVENANTS AND CONDITIONS OF THIS LEASE TO BE OBSERVED AND OR PERFORMED BY LANDLORD, LANDLORD'S LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT OF RENTS PAID BY TENANT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF LOSS OR THE ALLEGED BREACH, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF TENANT'S REMEDIES. IN THE EVENT LANDLORD TRANSFERS OR ASSIGNS THIS LEASE, EXCEPT AS COLLATERAL SECURITY FOR A LOAN, UPON SUCH TRANSFER OF ASSIGNMENT, LANDLORD SHALL THEREUPON BE RELEASED OF ALL FURTHER LIABILITY AND OBLIGATIONS HEREUNDER; PROVIDED, HOWEVER, THAT LANDLORD SHALL REMAIN LIABLE FOR ANY ACT OR OMISSION BEFORE THE DATE OF SUCH TRANSFER.

32. FORCE MAJEURE

Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, Tenant's invitees, licensees or other visitors to the Premises or Building so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an Act of God or force majeure, or by Tenant. Any time periods provided in this Lease shall be extended by the number of days of delay caused by such Act of God or force majeure.

33. RIGHT TO RELOCATE

At any time or from time to time during the Term, Landlord shall have the unrestricted and unconditional right to relocate Tenant from the Premises to any other space within the Building. Landlord shall deliver notice to Tenant of Landlord's desire to relocate Tenant, together with a proposal for the area to which such Premises shall be relocated. Should Landlord exercise its right to relocate Tenant under this Section 33 then (a) expenses of said relocation or of any necessary renovation or alteration shall be paid by Landlord; and (b) following such relocation, the substituted space shall for all purposes thereinafter constitute the Premises and all terms and conditions of this Lease shall apply with full force and effect to the Premises as so relocated. If Tenant has not relocated its Premises within sixty (60) days after Landlord first notifies Tenant of Landlord's desire to relocate Tenant and the work on the relocated Premises is complete such that it is comparable to Tenant's Premises prior to the relocation, then it shall be an event of default on the part of Tenant, and Landlord shall have, as a part of said remedies, the right to terminate this Lease without further benefit or payment to Tenant. Such termination shall be effective upon any date selected by Landlord in the termination notice which is at least ten (10) days after the termination notice is given by Landlord to Tenant. Tenant hereby further covenants and agrees to promptly execute and deliver to Landlord any lease amendment or other such document appropriate to reflect the changes in the Lease described or contemplated above.

34. TIME

Time is of the essence of this Lease.

35. BROKER INDEMNIFICATION

Reserved.

36. RULES AND REGULATIONS

In order to minimize inconvenience to Landlord and/or Tenant to ensure the provision of proper maintenance to the Premises and the Building, Tenant agrees that Tenant, its agents, employees, invitees, and licensees shall comply with the following Rules and Regulations as the same may be changed from time to time by Landlord's sole discretion:

(a) Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed. Except as authorized by Landlord, no refuse, furniture, boxes or other items shall be placed within, on, or around sidewalks, doorways, vestibules, halls, stairways, or other similar areas by Tenant or its officers, agents, servants, and employees, nor shall such areas be used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building. Canvassing, soliciting and peddling in the Building are prohibited.

(b) Plumbing systems, fixtures and appliances shall be used only for the purposes for which constructed, and no unsuitable material shall be placed therein.

(c) No signs, directories, posters, advertisements or notices shall be painted or affixed on or to any of the windows or doors, or in corridors or other parts of the Building, except in such color, size, and style, and in such places, as shall be first approved in writing by Landlord in its sole discretion. Landlord shall prepare building standard suite identification signs at Tenant's expense. Landlord shall have the right to remove all unapproved signs without notice to Tenant, at the expense of Tenant.

(d) Tenant shall not bring or keep anything in or about the Building, nor do or permit to be done anything, that will in any way increase the rate of fire or other insurance on the Building or on property kept therein or otherwise increase the possibility of fire or other casualty.

(e) Landlord shall have the power to prescribe the weight and position of heavy equipment or objects. All damage done to the Building by the improper placing of such heavy items will be repaired at the expense of Tenant.

(f) Tenant shall notify the Facilities Maintenance Supervisor when safes or other heavy equipment are to be taken in or out of the Building, and the moving shall be done after written permission is obtained from Landlord on such conditions as Landlord shall require.

(g) Corridor doors, when not in use, shall be kept closed.

(h) All deliveries must be made via the service entrance and service elevator, when provided, during Normal Business Hours. Landlord's written approval must be obtained for any delivery during non-Normal Business Hours.

(i) Tenant shall cooperate with Landlord's employees in keeping the Common Areas neat and clean and in the performance of janitorial service to the Building

(j) Tenant shall not cause or permit any improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, or otherwise interfere, injure or annoy other tenants in the Building or their invitees, customers, guests and employees.

(k) No animals (excepting only registered/certified service animals) shall be brought into or kept in or about the Building.

(l) No machinery of any kind, other than ordinary office machines such as typewriters, information processing systems, copy machines, communications equipment, personal computers, printers, and calculators, shall be operated on the Premises without the prior written consent of Landlord, and Tenant shall not use or keep in the Building any inflammable or explosive fluid or substance (including Christmas trees and ornaments), or any illuminating materials. No space heaters shall be operated in the Building.

(m) No bicycles, motorcycles or similar vehicles will be allowed in the Building.

(n) No nails, hooks, or screws shall be driven into or inserted in any part of the Building, nor shall tenant perform any boring, cutting or installation of any wirings in any part of the Building, without the prior written approval of Landlord.

(o) Landlord has the right to evacuate the Building in the event of an emergency or catastrophe.

(p) No additional locks shall be placed upon any doors without the prior written consent of Landlord; provided that if Landlord consents to additional or alternative locks, Tenant must provide Landlord with keys which may be used per the terms of this Lease. Landlord shall furnish all necessary keys for current locks. Tenant shall not make duplicates of the keys for the Premises without the prior consent of Landlord, and additional keys shall be obtained only from Landlord at a reasonable competitive fee to be determined by Landlord.

(q) Tenant will not locate equipment, cabinets or furniture adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent Landlord's personnel and employees from servicing such units. All costs of moving such equipment, cabinets or furniture for Landlord's access will be at Tenant's expense.

(r) Tenant shall comply with such parking rules and regulations as may be posted and distributed from time to time by Landlord.

(s) No portion of the Building shall be used for lodging rooms, gambling or any illegal, immoral or improper purposes.

(t) Tenant shall not install any window shades, blinds, drapes or any other window treatment of any kind whatsoever without Landlord's prior written consent.

(u) Landlord reserves the right to rescind any of these Rules and Regulations, and make such other and further Rules and Regulations as it deems necessary from time to time

for the benefit of the Building, which Rules and Regulations shall be binding upon Tenant.

37. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall not be amended, modified or changed (other than the Rules and Regulations) in any way except by a writing subscribed by both parties.

38. SPECIAL STIPULATIONS

The special stipulations, if any, set forth in Exhibit "C" attached hereto are hereby incorporated herein by this reference as though fully set forth. In the event of any inconsistency between the terms of such special stipulations attached hereto as Exhibit "C" and the terms of the main body of this Lease, the terms and conditions of the special stipulations shall control.

39. HAZARDOUS SUBSTANCES

Tenant hereby covenants and agrees that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be generated, placed, held, stored, used, located or disposed of at the Premises, the Building, the Property, or any part thereof, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for the use defined in Section 5 of this Lease, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as hereinafter defined), and so long as Tenant strictly complies or causes compliance with all applicable governmental rules and regulations concerning the use or production of such Hazardous Substances. For purposes of this Section 39, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) or the list of toxic pollutants designated by Congress or the EPA which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect (collectively "Environmental Laws"). Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"], any so-called federal, state or local "Superfund" or "Superlien" laws or any other Environmental Law); provided, however, that the foregoing indemnity is limited to

matters arising solely from Tenant's violation of the covenant contained herein. The obligations of Tenant under this Section 39 shall survive any expiration or termination of this Lease.

40. SEVERABILITY AND INTERPRETATION

(a) If any clause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the Term, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability of such clause and shall be construed to preserve the intent of the Parties.

(b) If any provisions of this Lease require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, as all parties hereto have participated in the preparation of this Lease.

41. ANTI-TERRORISM REPRESENTATIONS

Tenant is not, and shall not during the term of the Agreement become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2002 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons").

To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises. Tenant will not in the future during the term of the Agreement knowingly engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises.

Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available thereunder, or at law or in equity.

42. MISCELLANEOUS

Provided Tenant performs the terms, conditions and covenants of this Lease, and subject to the terms and provisions hereof, Landlord covenants and agrees to take all necessary steps to secure and to maintain for the benefit of Tenant the quiet and peaceful possession of the Premises, for the Term, without hindrance, claim or molestation by Landlord or any other person lawfully claiming under Landlord. Tenant represents to Landlord that Tenant has full power and authority to execute and perform this Lease. Tenant shall not record in any public records any memorandum or any portion of this Lease. Landlord does not grant to Tenant in this Lease any exclusive right except the right to occupy its Premises. All obligations of Landlord and Tenant under this Lease shall survive the termination of this Lease for a period of six (6) months. This Lease may be

executed by the parties in separate counterparts which shall constitute one original when taken together. Within ten (10) days after Landlord's written request therefor, Tenant shall deliver to Landlord the current audited annual and quarterly financial statements of Tenant, and annual audited financial statements of the two (2) years prior to the current year's financial statements, each with an opinion of a certified public accountant and including a balance sheet and profit and loss statement, all prepared in accordance with generally accepted accounting principles consistently applied.

If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, except as otherwise set forth herein, defense or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies. If Landlord breaches any of its obligations under this Lease, Tenant shall notify Landlord in writing and shall take no action respecting such breach so long as Landlord promptly begins to cure the breach and diligently pursues such cure to its completion. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals hereunto and have caused this Lease to be executed in their respective names and on their behalf by duly authorized officials, the day and year first above written.

LANDLORD:

_____,
City of Griffin,
a Georgia municipal corporation
Name: Douglas S. Hollerg
Title: Mayor

Attest:

_____
Jessica W. O'Connor, Secretary

Approved as to Form:

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

TENANT:

_____,
Life Radio Ministries, Inc.
Name: Douglas J. Doran
Title: President

EXHIBIT "A"

Legal Description of Property

All that lot, tract or parcel of land, situate, lying and being in the City of Griffin, Spalding County, Georgia, consisting of 1.09 Acres, as more particularly shown on that certain plat entitled "Survey for the City of Griffin," dated August 21, 2006, by Stanley L. Colwell, Georgia Registered Land Surveyor No. 2605, as recorded in Plat Book 25, page 317 of Spalding County records, which by reference is made a part hereof as if fully incorporated herein. Situated thereon is a multistory commercial building and parking deck, currently known as 100 South Hill Street under the present system for numbering buildings in the City of Griffin.

5TH FLOOR - CURRENT LAYOUT

- New Radio Station Area for Remodel
- Entire RT Side of Hallway Less Caring Hands Location

Caring Hands

EXHIBIT "B"
Commencement Date Letter

September 1, 2024

Life Radio Ministries, Inc.
100 South Hill Street
Suite 504
Griffin, GA 30223

Re: Base Rental Schedule – Lease Agreement dated September 1, 2024 ("Lease") between Life Radio Ministries, Inc. ("Tenant") and the City of Griffin ("Landlord") for the premises located at 100 South Hill Street, Suite 504, Griffin, Georgia 30223 ("Premises")

Dear Tenant:

The Commencement Date for the Lease is September 1, 2024, and the Initial Lease Term shall expire on August 31, 2034, unless sooner terminated in accordance with the terms of this Lease.

RENTAL SCHEDULE:

Period	Base Rental (per rentable square foot per annum)	Base Annual Rental	Base Monthly Rental
9/1/2024 to 8/31/2029	$8.20	$22,771.40	$1,897.62
9/1/2029 to 8/31/2034	$9.00	$24,993.00	$2,082.75

Please acknowledge your acceptance of the above by signing below and returning this letter to me no later than thirty (30) days from the date of receipt in accordance with the terms of the Lease. Please do not hesitate to call if we can be of assistance.

Sincerely,

_____
Jessica W. O'Connor, City Manager

Agreed to this _____ day of _____, 2024.

LIFE RADIO MINISTRIES, INC.

_____
Name: Douglas J. Doran
Its: President

EXHIBIT "C"
Special Stipulations

1. If the Building is equipped with elevator(s), Landlord shall furnish elevator service (self-service or otherwise) to all floors of the building ordinary business hours, but shall not be liable for damages nor shall the Rent be abated for failure to furnish such service when such failure is not due to Landlord's negligence.

2. Tenant shall be responsible for reasonable janitorial service for the Premises. Landlord shall only be responsible for reasonable janitorial service for the Common Areas within the Building.

3. Upon execution of this Lease, Tenant's lease dated January 1, 2019 related to Suite 100 shall terminate ("Suite 100 Lease"). However, Tenant shall be permitted to hold over in Suite 100 for a period of 120 days while renovations on the Premises are completed, provided that Rent is paid in accordance with this Lease. Should an extension of time be required for the hold over in Suite 100, Tenant should provide a request for extension to Landlord which must be approved by the City Manager.

4. Landlord acknowledges Tenant's right to maintain and install a standard radio broadcasts quality Studio or Transmitter Link antenna and other related audio broadcasting rooftop antennae necessary to its operation. Each antenna must meet Landlord's final approval concerning size, weight, height, wind load, and installation specifications. Tenant shall bear the entire cost and shall be solely responsible for the property damage or bodily injury resulting from the maintenance and installation of any antenna hereunder.

5. Landlord acknowledges Tenant's right to continue and remain connected to the back-up generated power system of the Building. Wiring, connection transfer switch, and all other equipment associated with this connection was provided by Tenant. The connection and maintenance of the designated circuits to the back-up generated power system shall be the responsibility of Tenant.