**AGENDA**
**Regular Scheduled Meeting**
**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**September 24, 2024**
**W. ELMER GEORGE MUNICIPAL HALL**
**6:01 PM**

**Present:**

**Call to order by Mayor Hollberg**

**Pledge of Allegiance**

**Invocation**

**Approval of Agenda**

## PRESENTATIONS AND DELEGATIONS

1. Presentation of proclamation declaring September 15, 2024 to October 15, 2024 to be Latino Hispanic Heritage Month in the City of Griffin.

## 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.*

2. Receive comments regarding a request for a variance from the minimum front yard requirement for the lot combination of 535 and 539 East Tinsley Street. *Director of Planning and Development, Michelle Haynes, will address.*

3. Receive comments regarding a resolution to adopt the 2024 calendar year Tax Millage Rate at the rate of 6.254 mills. *City Manager Jessica O'Connor will address.*

## CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on September 10, 2024.

5. Consider, on second reading, an ordinance amending Code of Griffin, Section 2-79, Definitions, Section 2-84, Board of ethics, and Sec. 2-86, Receipt of complaint and procedure, for purposes of amending the process for which an alleged ethics violation is heard. *City Manager, Jessica O'Connor, will address.*

6. Consider the purchase of 7,500 feet of U/G Primary Cable in the amount of $36,075.00, 5,000 feet of #4 tri-plex in the amount of $2,675.00, 2,000 feet of U/G triplex cable in the amount of $4,480.00 and 2,500 feet of #6 poly riser wire in the amount of $2,150.00, for a total of $45,380.00 through ECG Joint Purchasing,

declaring Stuart Irby Co. low bidder. *Electric Director, Jennifer Freeman, will address.*

7. Consider the purchase of twenty five 15 KV O/H transformers in the amount of $27,125.00, twenty five 25 KV O/H transformers in the amount of $30,575.00, and twenty five 50 KV O/H transformers in the amount of $43,000.00 for a total of $100,700.00 thru ECG Joint Purchasing, declaring Stuart Irby Co, low bidder. *Electric Director, Jennifer Freeman, will address.*

8. Consider the purchase of a John Deere ProGator 2020A from Deere and Company, under State Contract, in the amount of $35,785.40. *Public Works Director, Mariza Eller, will address.*

9. Consider the purchase of one Ford F-250 SRW 4x4 Crew Cab pickup truck for Telecommunications and fiber maintenance in the amount of $61,620.18 from Fayetteville Ford, lowest quote. *Telecommunications Manager, Chris Sprayberry, will address.*

**REGULAR AGENDA**

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

10. Consider a request for variance from the minimum front yard requirement for the lot combination of 535 and 539 East Tinsley Street. *Director of Planning and Development, Michelle Haynes, will address.*

11. Consider a Resolution to amend the City of Griffin's Fiscal Year 2024-2025 Operating & Capital Budget for specific items in the amount of $21,706.11. *Finance Director Deborah Manning-Gilbert will address.*

12. Consider a contract with New Hope Contracting, low bidder, in the amount of $148,608.00 to relieve ceiling deflection in Historic City Hall old courtroom by structural reinforcement. *Public Works Director, Mariza Eller, will address.*

13. Consider declaring as surplus a 2009 Ford E-350, Unit #289, and conveying ownership of said vehicle to the Spalding County Coroner's Office and authorizing the Mayor and City Manager to execute any documents necessary for the transfer. *Griffin Police Department Captain of Administrative Services Division, Daniel Jett, will address.*

14. Consider a contract with Cellebrite for an upgrade to Inseyets Pro for the extraction of digital forensics from smartphones, and associated training for three police department officers and three IT personnel in the amount of $61,701.00. *Chief Technology Officer, Gibb Cotton, will address.*

15. Consider the Home Energy Supplier Agreement with the Department of Family and Children Services (DFCS) for the Low Income Home Energy Assistance Program. *Electric Director, Jennifer Freeman will address.*

16. Consider authorizing travel for Commissioner Tinsley to attend GMA Fall Training in St. Simons Island, Georgia, September 25-27, 2024.

**CITY MANAGER'S REPORT**

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

**CITY ATTORNEY COMMENTS**

**CITY COMMISSIONER COMMENTS**

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

**ADJOURN**

*The City of Griffin is committed to providing equal access to all of its programs, services and activities regardless of race,*

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

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Presentation of proclamation declaring September 15, 2024 to October 15, 2024 to be Latino Hispanic Heritage Month in the City of Griffin.

### SPECIAL CONSIDERATIONS OR CONCERNS:

The City wishes to recognize the valuable contributions of residents of Latino and Hispanic descent to all aspects of American life including leadership in public service, business, the arts, education and civil rights.

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Susan Bartholomew

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Latino Hispanic Heritage Month 2024.pdf

# Proclamation

## *Latino and Hispanic Heritage Month 2024*

**WHEREAS,** the nation celebrates Latino and Hispanic Heritage Month from September 15, 2024 to October 15, 2024; and

**WHEREAS,** this month-long celebration recognizes the valuable contributions made by residents of Latino and Hispanic descent to all aspects of American life, including leadership in public service, business, the arts, education and civil rights; and

**WHEREAS,** Latino and Hispanic Heritage Month provides a special opportunity for teachers and schools, as well as public and private organizations, to focus on the many Latino and Hispanic Americans whose lives have shaped our common history and heritage; and

**WHEREAS,** this Proclamation will highlight the importance of celebrating our City's multiculturalism and working together to achieve our goals;

**NOW, THEREFORE BE IT RESOLVED,**

that the Board of Commissioners of the City of Griffin does hereby proclaim

**September 15, 2024 through October 15, 2024**

**Latino and Hispanic Heritage Month**

in the City of Griffin and urges all citizens to recognize the role that our Latino and Hispanic community has played in enhancing and contributing to the rich diversity of our City.

**IN WITNESS**

**WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 24th day of September in the year of our Lord two thousand and twenty-four.

_____

Douglas S. Hollberg, Mayor

_____

Jessica W. O'Connor, City Manager

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Receive comments regarding a request for a variance from the minimum front yard requirement for the lot combination of 535 and 539 East Tinsley Street. *Director of Planning and Development, Michelle Haynes, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Mark Staples, is requesting a variance for Article 709 which states the physical requirements for the creation of a new parcel and the standards and placement of a residential dwelling. Mr. Staples would like to combine 535 and 539 East Tinsley Street to create a larger lot. Currently, 535 E. Tinsley St. is approximately .10 +/- acres and 539 E Tinsley St. is approximately .14 +/- acres. The new parcel will be a 0.24 +/- acre tract of land which does meet the minimum requirements for the creation of a new lot for the High-Density Residential A zoning district. However, the existing house located at 539 E Tinsley St. does not meet the front yard setback requirement of 25 feet. A variance of the front yard setback minimum requirement is needed to combine the two lots.

### STAFF RECOMMENDATION:

Planning & Development staff recommends APPROVAL of the variance request (24–VAR-03) from the minimum front yard setback requirement for the lot combination of 535 & 539 E. Tinsley Street submitted by Mark Staples.

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Michelle Haynes,MPA

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Application; 535 & 539 E Tinsley St.pdf
535 & 539 E Tinsley St. VAR Staff Report.pdf

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR-03

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: 7-9-24 Application Number: 24-VAR-03

Applicant/Agent/Representatives Name:
MARK STAPLES

Address: 1386 CARVER Rd

City: Griffin State: GA Zip: 30224

Telephone Number(s): 770-468-4431 Email: Smilebadger67@yahoo.com

Project Name/ Description: Combing 535 + 539 E Tinsley to 539 E Tinsley

Address: 535 + 539 E Tinsley Griffin, GA. 30223

Parcel Number(s): 006 08007
006 08006 Current Zoning: HDR-A Parcel(s) Size: 0.24 Acres
10,410 Sq. Ft

UDC Section to be Varied _____

Property Owner Name: Griffin Area Habitat for Humanity, Inc

Address: 1386 Carver Rd

City: Griffin State: GA Zip: 30224

Telephone Number(s): 770 468 4431 Email: Smilebadger67@yahoo.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.

Mark Staples MARK STAPLES _____
Applicant Signature Printed Name Date

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR-03

Project Name/ Description: Combing 535 & 539 E Tinsley to 539 E Tinsley
Address: 535/539 E Tinsley St. Griffin GA 30223
Parcel Number(s): 006 08007 Current Zoning: HDR-A Parcel(s) Size: 10,410 Sq ft
006 08006

- 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: 7-9-24 Application Number: 24-VAR-03

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.

Justification for Request for Variance for combining 535 E Tinsley and 539 E Tinsley

The home sited on 539 E Tinsley was built in 1940 and is clearly not in compliance with either front or side setbacks since it is actually built over the property line of 535 E Tinsley. Griffin Area Habitat for Humanity, Inc. (GAHH) owns both 535 E Tinsley and 539 E Tinsley. Combining these two lots cures the issue/future disputes of the property line. Combining these two lots does not expose the City of Griffin to any risk. GAHH does not intend to build a house on 535 E Tinsley and the lot can be deed restricted to indicate this.

Prior to any such restriction, however, we would like to know now what setbacks we will be held to if we are able to secure 531 E Tinsley and 533 E Tinsley from the Land Bank if they are ever operating effectively again. We would like to expressly know NOW what front, side and rear setbacks will be in force. If we need to take some square footage from the current 535 E Tinsley, we do not want to be precluded from doing this with this combination. Our intent when we purchased this lot was never to build on it.

GAHH is working hard to improve this neighborhood. We certainly expect to comply with City of Griffin requirements. We also would hope that the City of Griffin would work closely with us to help us find acceptable ways to make these improvements a reality in a timely, cost effective way.

Griffin

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR-03

## OWNER'S AUTHORIZATION

This is to certify that Griffin Area Habitat Humanity 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: Mark Stapler

Mark Stapler for Griffin Area Habitat for Humanity — Griffin Area Habitat for Humanity — 06/20/2024
Property Owner Signature — Printed Name — Date

Mark Stapler — MARK STAPLES — 06/20/2024
Legal Representative Signature — Printed Name — Date

Kyleigh M Brown
Notary Signature

KYLEIGH M BROWN NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 28, 2026 Seal:

Commission Expiration Date: 12-28-26

Griffin

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR.03

## CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

- Name and position of Government Official:

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

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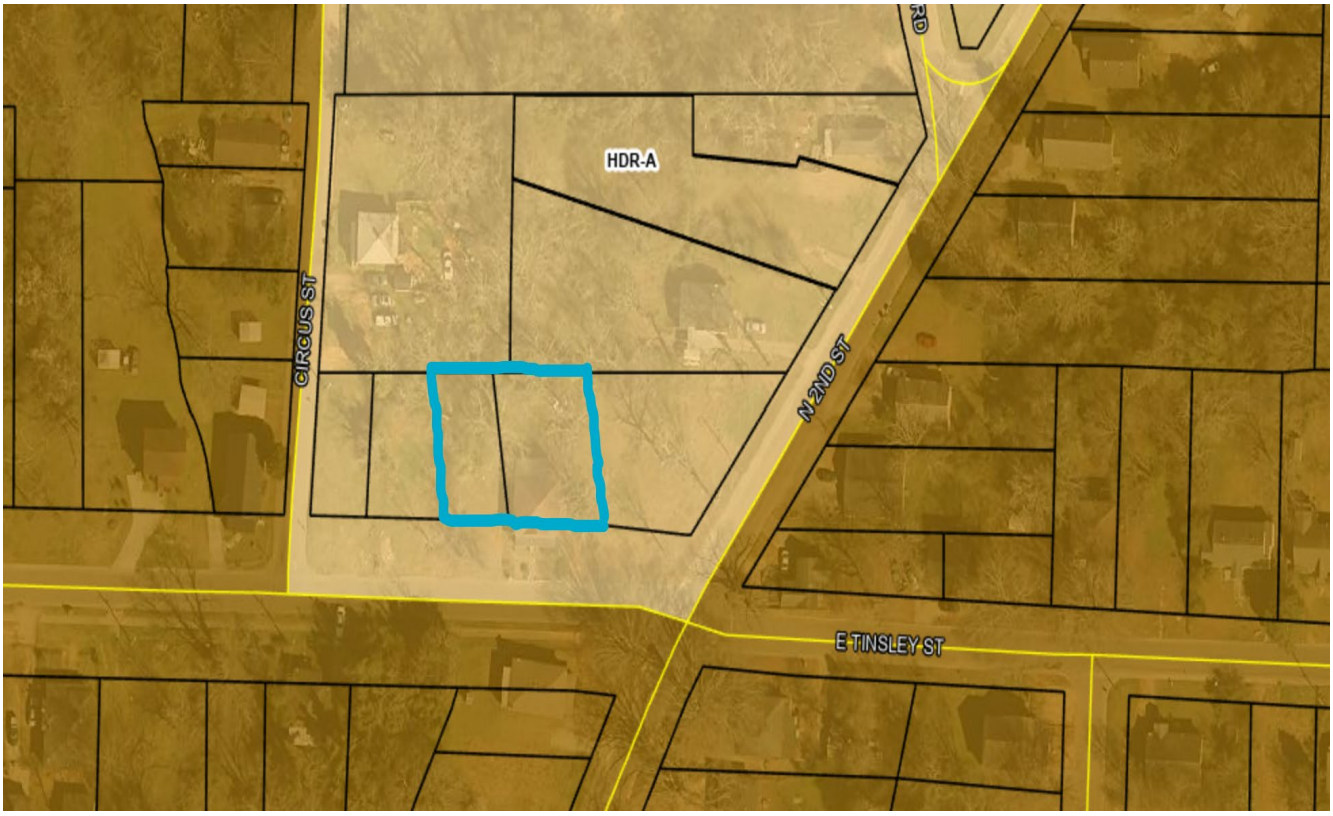
Mark Stapler
Applicant Signature

MARK STAPLES
Printed Name

07/08/2024
Date

# Variance
# 535 & 539 East Tinsley Street
# Project No. 24-VAR-03

**Applicant:** Mark Staples
**Owner:** Griffin Area Habitat for Humanity, Inc




| | |
|---|---|
| **Current Land Use Classification** | Residential |
| **Current Zoning** | High Density Residential A, HDR-A |
| **Proposed Variance** | Minimum front yard setback requirement |
| **Parcel Size** | 0.24 +/- |
| **Map, Block & Lot Number** | 006 08007 and 006 08006 |
| **City Commission** | September 24, 2024 |
| **District Commissioner Member** | Rose Curtis |
| **Citizen Notification** | Legal Notice was run in the August 24, 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 August 26, 2024. |

**Proposal/Site Location:**

The applicant, Mark Staples, is requesting a variance for Article 709 which states the physical requirements for the creation of a new parcel and the standards and placement of a residential dwelling. Mr. Staples would like to combine 535 and 539 East Tinsley Street to create a larger lot. Currently, 535 E. Tinsley St. is approximately .10 +/- acres and 539 E Tinsley St. is approximately .14 +/- acres. The new parcel will be a 0.24 +/- acre tract of land which does meet the minimum requirements for the creation of a new lot for the High-Density Residential A zoning district. However, the existing house located at 539 E Tinsley St. does not meet the front yard setback requirement of 25 feet. A variance of the front yard setback minimum requirement is needed to combine the two lots.






**Zoning Ordinance Sections applicable to this Application:**

The following sections of the Unified Development Code apply to this variance request:

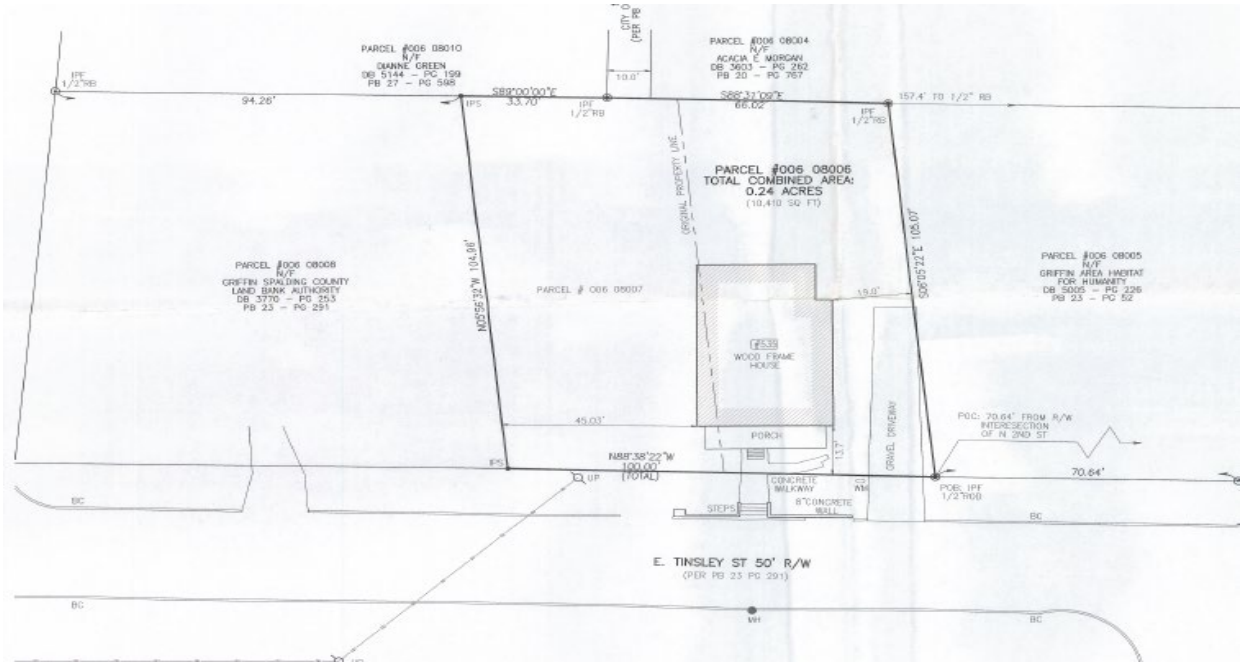
| | |
|---|---|
| Article 410 | Variance |
| Article 505 | Nonconforming Uses and Structures |
| Article 709 | High Density Residential A (HDR-A) |

**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 535 E Tinsley St. and the dwelling on 539 E Tinsley St. The parcel size of 535 E Tinsley St is approximately .10 +/- acres or 4300 square feet. This is below the minimum lot size requirement of 4800 square feet. Combining this lot with 539 E Tinsley St will remove the nonconformity. For 539 E Tinsley St., the lot meets the lot size requirements

for HDR-A; however, the existing structure does not meet the front setback requirement of 25 feet.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
The application of High-Density Residential A physical requirements would create a practical difficulty or unnecessary hardship with regards to the placement of the principal dwelling. 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 HDR-A, a new lot must be at least 4800 square feet. By combining the two parcels, the new lot will exceed the minimum lot size requirement. Another minimum lot standard in HDR-A is the setback requirements. According to the site plan which shows the placement of the existing dwelling, the rear and side setbacks will be met. The front yard setback is the issue. The front yard setback for HDR-A is 25 feet. The current front yard setback for 539 E Tinsley St is about 6.7 feet.




3. **Such conditions are peculiar to the piece of property involved.**
Such conditions are peculiar to the properties involved. The parcel at 535 E Tinsley St is extremely small and it will be difficult to build a house at this address. This is the reason for the lot combination. It was never the intention of Habitat for Humanity to build a house when the lot was purchased in 2022.

Planning Staff is also aware of other properties within the HDR-A zoning district with similar house placement and front yard setback issues as 539 E Tinsley St. Within Griffin, many houses encroach the front yard setback as the homes were built prior to the adoption of the current zoning in the City of Griffin.

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. Through the combination of the lots, the nonconformity of the .10 +/- acres lot will be removed and the new lot will meet the minimum requirements for the creation of a new lot in High-Density Residential A. Unfortunately, it is not feasible to move the house further back on the property to meet the front yard setback requirement. Therefore, the placement of the dwelling minimum requirements cannot be met.

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 HDR-A zoning district in this geographic area of the city have legal non-conforming structures according to the current requirements of the UDC.

**Planning & Development Department Review:**

The applicant, Mark Staples, is requesting a variance for Article 709 which states the physical requirements for the creation of a new parcel and the standards and placement of a residential dwelling. Mr. Staples would like to combine 535 and 539 East Tinsley Street to create a larger lot. Currently, 535 E. Tinsley St. is approximately .10 +/- acres and 539 E Tinsley St. is approximately .14 +/- acres. The new parcel will be a 0.24 +/- acres tract of land which does meet the minimum requirements for the creation of a new lot for the High-Density Residential A zoning district. However, the existing house located at 539 E Tinsley St. does not meet the front yard setback requirement of 25 feet. A variance of the front yard setback minimum requirement is needed to combine the two lots.

**Planning Staff Recommendation:**

Planning & Development staff recommends **APPROVAL** of the variance request (24–VAR-03) from the minimum front yard setback requirement for the lot combination of 535 and 539 East Tinsley Street submitted by Mark Staples.

**Submitted by:**

Michelle Haynes, Director
Planning and Development Services

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Receive comments regarding a resolution to adopt the 2024 calendar year Tax Millage Rate at the rate of 6.254 mills. *City Manager Jessica O'Connor will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin's calendar year 2024 net digest is $929,875,139, reflecting an increase of $87,341,441 above the 2023 net digest. In the 2024 digest, reassessments of existing real property equal an increase of $59,176,693; exemptions equal a decrease of $5,500,886 and other changes to the taxable digest equal an increase of $33,665,634

### STAFF RECOMMENDATION:

Staff recommends the adoption of the current millage rate of 6.254 mills.

### FINANCIAL IMPACT:

The rollback rate for 2024 is 5.893 mills, a decrease of 0.361 mills from the 2023 millage rate of 6.254. A 2024 millage rate of 6.254 mills will generate a net levy of $5,815,439. An estimated 90% collection rate will generate property tax income of approximately $5,233,895. The City of Griffin's FY 2025 budget is based on property tax collections of $4,699,780. However, exorbitant inflation costs have affected the cost of fuel, equipment, supplies, contracted labor, and the retention of current city employees.

**Submitted By:**
Susan Bartholomew

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
2024 Consolidation Sheet Griffin Combined.xlsx
2024 PT-32.1 GRIFFIN COMBINED.xlsx

PT-10A(Rev. 1/2020) CONSOLIDATION A

| COUNTY NAME: | SPALDING | COUNTY NO: | 021 | TAX DISTRICT NAME: | GRIFFIN CO |
|---|---|---|---|---|---|

**A - AGRICULTURAL**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| A1 | 9 | | 465,103 |
| A3 | 1 | 2.07 | 9,578 |
| A4 | 4 | 36.20 | 105,535 |
| A5 | 5 | 228.78 | 411,262 |
| A6 | 4 | | 1,977 |
| A9 | | | |
| AA | | | |
| AB | | | |
| AF | | | |
| AI | | | |
| AZ | | | |

**B - BROWNFIELD**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| B1 | 4 | | 433,975 |
| B3 | | | |
| B4 | 1 | | 182,100 |
| B5 | | | |
| B6 | | | |

**C - COMMERCIAL**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| C1 | 3,119 | 28.31 | 228,898,220 |
| C3 | 1,043 | 965.11 | 48,269,793 |
| C4 | 56 | 505.88 | 16,279,617 |
| C5 | 5 | 328.90 | 2,803,569 |
| C9 | | | |
| CA | 31 | | 1,204,220 |
| CB | 3 | | 14,692 |
| CF | 1,455 | | 37,474,308 |
| CI | 1,317 | | 33,443,782 |
| CP | 10 | | 23,736,848 |
| CZ | 12 | | 22,928,620 |

**F - FOREST LAND (GRANT BASIS)**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| F3 | | | |
| F4 | | | |
| F5 | | | |
| F9 | | | |

**H - HISTORIC**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| H1 | | | |
| H3 | | | |

**I - INDUSTRIAL**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| I1 | 303 | | 32,096,731 |
| I3 | 44 | 69.00 | 768,655 |
| I4 | 36 | 356.13 | 3,118,952 |
| I5 | 1 | 25.64 | 256,400 |
| I9 | | | |
| IA | | | |
| IB | | | |
| IF | 24 | | 30,104,416 |
| II | 19 | | 3,298,022 |

**J - FOREST LAND (DIGEST VALUE)**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| J3 | | | |
| J4 | | | |
| J5 | | | |
| J9 | | | |

**P - PREFERENTIAL**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| P3 | | | |
| P4 | | | |
| P5 | | | |
| P6 | | | |

**Q - QUALIFIED TIMBERLAND**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| Q4 | | | |
| Q5 | | | |

**R - RESIDENTIAL**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| R1 | 8,766 | 2.64 | 409,625,259 |
| R3 | 8,168 | 3,226 | 65,741,011 |
| R4 | 34 | 243 | 835,767 |
| R5 | 8 | 152 | 419,435 |
| R6 | 2,264 | | 1,247,459 |
| R9 | | | |
| RA | 28 | | 685,058 |
| RB | 154 | | 403,318 |
| RF | 26 | | 250,301 |
| RI | 55 | | 45,820 |
| RZ | | | |

**T - RESIDENTIAL TRANSITIONAL**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| T1 | | | |
| T3 | | | |
| T4 | | | |

**U - PUBLIC UTILITY**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| U1 | 1 | 2.55 | 63,805 |
| U2 | 22 | 9.63 | 6,559,656 |
| U3 | 9 | 7.15 | 14 |
| U4 | 1 | 0.76 | 23,364 |
| U5 | | | |
| U9 | | | |
| UA | | | |
| UB | | | |
| UF | | | |
| UZ | | | |

**V - CONSERVATION USE**

| Code | Count | Acres | 40% Value |
|---|---|---|---|
| V3 | 5 | 14.75 | 46,748 |
| V4 | 4 | 60.56 | 179,220 |
| V5 | 3 | 128.13 | 153,546 |
| V6 | | | |

**W - ENVI**

| Code | Count |
|---|---|
| W3 | |
| W4 | |
| W5 | |

**PRO**

| Code | Count |
|---|---|
| SF | 27 |
| SJ | |
| SP | 1,180 |
| SN | |
| SV | 12 |

**STATE**

| | |
|---|---|
| S1 | 1,640 |
| S3 | 2 |
| S5 | 78 |
| SE | |
| SD | 1 |
| SG | |
| SS | 3 |

**LOCAL**

| | |
|---|---|
| | 1,252 |
| L7 | |
| L7Z | |
| L8 | |
| L8Z | |
| LM6 | |
| LM6Z | |
| LM7 | |
| LM7Z | |
| LM8 | |
| LM8Z | |
| LM9 | |
| LM10 | |
| LM0Z | |
| LM11 | |
| LM1Z | |
| LM12 | |
| LM2Z | |
| LS6 | |
| LS6Z | |
| LS7 | |
| LS7Z | |
| LS8 | |
| LS8Z | |
| TOTAL | 4,195 |

**E**

| Code | Count |
|---|---|
| E0 | 9 |
| E1 | 810 |
| E2 | 385 |
| E3 | 109 |
| E4 | 7 |
| E5 | 33 |
| E6 | 101 |
| E7 | |
| E8 | 2 |

| | | | |
|---|---|---|---|
| IP | 17 | | 40,946,202 |
| IZ | 7 | | 1,953,535 |

| | |
|---|---|
| E9 | 33 |
| TOTAL | 1,489 |

## ND EVALUATION OF DIGEST 2024

| MBINED | TAX DISTRICT #: | 01, 05, 06, 999 | TOTAL PARCEL COUNT: | 30,747 |
|---|---|---|---|---|

| RONMENTALLY SENSITIVE | |
|---|---|
| Acres | 40% Value |
| | |
| | |
| | |

| PERTY EXEMPTIONS | |
|---|---|
| M&O AMT | BOND AMT |
| 64,683,050 | |
| | |
| 908,005 | |
| | |
| 320,680 | |
| HOMESTEAD EXEMPTIONS | |
| 6,442,646 | |
| 8,000 | |
| 7,187,257 | |
| | |
| 41,682 | |
| | |
| 126,882 | |
| HOMESTEAD EXEMPTIONS | |
| 9,573,250 | |
| | |
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| | |
| | |
| | |
| | |
| 89,291,452 | |

| XEMPT PROPERTY |
|---|
| 40% Value |
| 193,481 |
| 80,654,245 |
| 29,530,139 |
| 4,608,212 |
| 532,361 |
| 27,811,909 |
| 26,954,289 |
| |
| 72,340 |

| SUMMARY | | | |
|---|---|---|---|
| PROPERTY CLASS | COUNT | ACRES | ASSESSED VALUE |
| A - Agricultural | 23 | 266.98 | 993,455 |
| B - Brownfield | 5 | | 616,075 |
| C - Commercial | 7,051 | 1,558 | 415,053,669 |
| H - Historic | | | |
| I - Industrial | 451 | 451 | 112,542,913 |
| J - Forest Land Cons. Use | | | |
| P - Preferential | | | |
| Q - Qualified Timberland | | | |
| R - Residential | 19,503 | 6,341.20 | 479,253,428 |
| T - Res Transitional | | | |
| U - Public Utility | 33 | 8 | 6,646,839 |
| V - Conservation Use | 12 | 203.44 | 379,514 |
| W - Envir Sensitive | | | |
| | | | |
| | | | |
| Motor Vehicle | 3,832 | | 3,670,340 |
| Mobile Home | | | |
| Heavy Duty Equip. | | | 10,358 |
| Timber - 100% | | | |
| | | | |
| GROSS DIGEST TOTAL | 30,910 | 8,828 | 1,019,166,591 |
| | | | |
| Exemptions - M&O | 4,195 | | 89,291,452 |
| Net M&O Digest Value | | | 929,875,139 |
| | | | |
| Exemptions - Bond | 4,195 | | |
| Net Bond Digest Value | | | |

| LEVY TYPE | MILLAGE | NET DIGEST VALUE | TAX |
|---|---|---|---|
| M & O | 6.254 | 929,875,139 | 5,815,439.12 |
| BOND | | | |

I, _____, receiver of tax returns in and for said county, do hereby certify that the above and foregoing is a true and correct consolidation of all tax returns received from the taxpayer (or assessed against defaulters) in said county of _____ for the year _____, and duplicate digests have been made and delivered to the county governing authority and tax collector of said county as required by law.

Witness my hand and official signature, this ____ day of _____, 20____.

_____
Receiver of Returns

| | |
|---|---|
| 2,636,989 | |
| 172,993,965 | |

## PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024

| COUNTY: | SPALDING | TAXING JURISDICTION: | GRIFFIN COMBINED |
|---|---|---|---|

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

| DESCRIPTION | 2023 DIGEST | REASSESSMENT OF EXISTING REAL PROP | OTHER CHANGES TO TAXABLE DIGEST | 2024 DIGEST |
|---|---|---|---|---|
| REAL | 757,467,872 | 59,176,693 | 2,352,186 | 818,996,751 |
| PERSONAL | 197,413,122 | | (923,980) | 196,489,142 |
| MOTOR VEHICLES | 4,100,560 | | (430,220) | 3,670,340 |
| MOBILE HOMES | 0 | | 0 | |
| TIMBER -100% | 0 | | 0 | |
| HEAVY DUTY EQUIP | 0 | | 10,358 | 10,358 |
| GROSS DIGEST | 958,981,554 | 59,176,693 | 1,008,344 | 1,019,166,591 |
| EXEMPTIONS | 116,447,856 | 5,500,886 | (32,657,290) | 89,291,452 |
| NET DIGEST | 842,533,698 | 53,675,807 | 33,665,634 | 929,875,139 |
| | (PYD) | (RVA) | (NAG) | (CYD) |

| 2023 MILLAGE RATE: | 6.254 | 2024 MILLAGE RATE: | 6.254 |
|---|---|---|---|

### CALCULATION OF ROLLBACK RATE

| DESCRIPTION | ABBREVIATION | AMOUNT | FORMULA |
|---|---|---|---|
| 2023 Net Digest | PYD | 842,533,698 | |
| Net Value Added-Reassessment of Existing Real Property | RVA | 53,675,807 | |
| Other Net Changes to Taxable Digest | NAG | 33,665,634 | |
| 2024 Net Digest | CYD | 929,875,139 | (PYD+RVA+NAG) |
| | | | |
| 2023 Millage Rate | PYM | 6.254 | PYM |
| Millage Equivalent of Reassessed Value Added | ME | 0.361 | (RVA/CYD) * PYM |
| Rollback Millage Rate for 2024 | RR - ROLLBACK RATE | 5.893 | PYM - ME |

### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

| | |
|---|---|
| Rollback Millage Rate | 5.893 |
| 2024 Millage Rate | 6.254 |
| Percentage Tax Increase | 6.13% |

### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors _____ Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner _____ Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is 6.254.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

[X] If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

[ ] If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party _____ Title _____ Date

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on September 10, 2024.

### SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present at the meeting.

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Susan Bartholomew

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
09-10-24 Minutes.pdf

**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**REGULAR SCHEDULED MEETING**
**ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL**
**TUESDAY, SEPTEMBER 10, 2024**

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

Commissioner Ward arrived at 6:05 p.m.

**Call to order by Mayor Hollberg**

**Pledge of Allegiance ..... Commissioner McCord**

**Invocation ..... Commissioner Tinsley**

**Approval of Agenda**

***Motion/second to approve the Agenda by Commissioners TinsleyMurray carried 6-0.***

## PRESENTATIONS AND DELEGATIONS

1. Recognize Chief John Hamilton as the August 2024 Strongest Link in the Chain award recipient. *Brandon Lewis, Water Wastewater Director will address.*

   Mike Parkinson nominated Chief Hamilton because he went above and beyond the call of duty. Mr. Parkinson stated he had become ill and lost consciousness. Chief Hamilton came to his aid, brought him back to consciousness and remained with Mr. Parkinson until the ambulance arrive. He stated it gave him great comfort.

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

   Ms. Manning-Gilbert addressed the Commissioners regarding July 2024 financial statements. July is the beginning of our new fiscal year, and she stated she wants to provide a new format for our monthly financial reports. Ms. Manning-Gilbert explained some of the differences between the way we compile our budget and the way we must record transactions and compile financial statements in compliance with Generally Accepted Accounting Principles or GAAP.

   She began by addressing two accounting concepts: measurement focus and basis of accounting. Measurement focus relates to what is recorded and basis of accounting relates to when it is recorded.

   There are two types of measurement focuses in governmental accounting: current financial resources and economic resources. Current financial resources focus on near-term liquidity. Our governmental funds are recorded in this way. So, governmental funds record transactions that will affect the current fiscal year. All other funds use the economic resources focus which records all transactions both short and long-term. So, our enterprise funds and fiduciary funds record all transactions whether they affect the current year or a future period. Our city-wide financial statement also reports both short and long-term transactions.

   Also, in governmental accounting, we have three different bases of accounting. These are cash basis, accrual basis, and modified accrual basis. Basis refers to when recognition should take place.

   GAAP allows budgets to be compiled on a cash basis and our budget is. Cash basis means that revenue is recorded when cash is received and expenses are recorded when cash is paid. Our budget then estimates the amount of cash we expect will be received and paid during a fiscal year.

   Our enterprise funds which include electric, water/wastewater, solid waste, stormwater, telecommunications, and the golf course must be reported on an accrual basis to be GAAP compliant. Accrual basis means revenue is recorded when it is earned and expenses are recorded when they are incurred, regardless of when cash is received or paid. One example is that our utilities recognize revenue when service is provided to our customers. However, cash is not received until the customer pays his/her bill. Another example is that we record an expense for

supplies purchased when we receive the supplies. However, cash is not paid until we receive the invoice.

Our governmental funds, which include the general fund, the main operating fund for the city, must be recorded on a modified accrual basis to be GAAP compliant. Modified accrual basis means that revenue is recorded when it is both measurable and available to pay expenditures of the current fiscal period. We record expenditures when a liability is incurred much the same as under the full accrual basis with some exceptions for unmatured debt, accrued interest, accrued liabilities, and prepaid expenses because these type transactions are not focused on the current fiscal year.

GAAP requirements around measurement focus or what is recorded and basis of accounting or when it is recorded create challenges when comparing budget to actual financial figures because we have a cash basis budget, but we have financial statements completed either on an accrual basis or modified accrual basis. It is difficult to compare budget to actual because we have differences that relate to what is recorded and when it is recorded.

Another challenge is that the city-wide financial statement reports results on all funds: governmental, proprietary, which includes our enterprise funds, and fiduciary funds, basically our trust funds. Fiduciary funds are not budgeted at all.

With all those challenges, it may be helpful to report on the general fund and major enterprise funds during the monthly financial report. These provide basic operational results for the city. Staff will report these without the effect of transfers between funds, which while necessary to continue city-wide operations, do not increase or decrease operating revenues or expenses.

As always, the financial information included in the agenda packet has every fund reported separately and a city-wide report.

As of July 31st or roughly 8% into the fiscal year, the general fund recorded $1.4 million in operating revenue representing 5.7% of the budgeted amount. It recorded a little over $2 million in operating expenses or 5.4% if the budgeted amount.

Our enterprise funds recorded $12 million in operating revenue or 10.8% of the budgeted amount and 6.2 million in operating expenses or 6.6% of the budgeted amount. Note that for enterprise funds, operating revenue and expenses do not include transactions related to grants or interest earned and does not include principal and interest paid on debt, as these are non-operating type transactions.

Our major enterprise funds are water/wastewater, electric, and solid waste. Water/wastewater recorded $3.29 million in operating revenue or 10.9% of the budget and almost $1.1 million in expenses or 5.1% of the budget. Electric recorded $7.4 million in operating revenue which is 11.3% of the budgeted amount and $4.4 million is operating expenses which is 7.9% of the budgeted amount. Solid Waste recorded $906,862 in operating revenue or 8.4% of the budgeted amount and $445,794 in operating expenses or 4.1% of the budgeted amount.

When considering being 8% into the fiscal year and using that as a target of where the budget should be in regards to budget versus actual, remember that 8% is simply 1/12th of a year. Actual revenue and expenses will vary month to month depending on many factors. So, that comparison has its limitations too.

We collected $470,106 in LOST during July or 8.5% of the budgeted amount.
We collected $388,209 in TSPLOST during July or 10.4% of the budgeted amount.

Mayor Hollberg thanked Ms. Manning-Gilbert. The Commissioners did not have any questions.

Ms. O'Connor stated Staff feels this will be a better picture of the financials.

## CITIZEN COMMENTS

Dan Wulf, 216 E. Poplar, Griffin, commented about Regulation 1213 in the Unified Development Code, use of signs. Mr. Wulf stated his support of keeping the downtown area clean and nice, and Regulation 1213 attempts to help with that, but it is not totally actionable and has not been enforced correctly. He stated he was contacted by Planning & Development, stating the quantity of signs at his place of business was not within code. Downtown businesses are allowed two signs, and the logo sign on his two doors are considered two signs, so he was asked to remove other signs at his business. Mr. Wulf stated he received a phone call and had to handle most of the situation in person, but there was no paper trail to show the process until it was completed. He added his concern that the regulation is not being enforced equally across the board and asked the City to look into the situation.

## PUBLIC HEARINGS

There were no public hearings.

## CONSENT AGENDA

3. Consider minutes of the City of Griffin Board of Commissioners' Goals Workshop and Regular Meetings on August 27, 2024.

4. Consider the purchase of one 150 KV 3-phase pad mount transformer in the amount of $17,505.00, two 300 KV 3-phase pad mount transformers in the amount of $45,950.00, and two 500 KV 3-phase pad mount transformers in the amount of $61,760.00 for a total of $125,215.00 from Gresco Utility Supply, Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

5. Consider environmental monitoring services provided by Innovative Engineering Strategies, sole source, in the amount of $75,147.00 to provide data evaluation, statistical analysis and EPD reporting services for the Shoal Creek Landfill. *Director of Solid Waste Todd Ennis will address.*

6. Consider the purchase of a 48ft refuse trailer with an automatic tarp in the amount of $78,368.00 from Mac Trailer Sales Inc. lowest quote for the use of hauling refuse to the landfill. *Director of Solid Waste Todd Ennis will address.*

7. Consider a Task Order Form to the Master Services Agreement with Paragon Consulting Group in the amount of $13,600.00 for the Shoal Creek C&D Landfill Aerial Lidar Mapping to produce the Remaining Capacity Report. *Director of Solid Waste Todd Ennis will address.*

8. Consider an amendment to the 2019 multi-year Software-As-A-Service agreement with Neptune Technology Service Group, Inc. in the amount of $36,395.00 for the AMI and AMR water meter network. *Director of Water and Wastewater, Brandon Lewis, will address.*

9. Consider a Task Order Form, under a Master Services Agreement, with Paragon Consulting Group for an update of the Cabin Creek Sewer Model in the amount of $44,670.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

10. Consider declaring as surplus the following: Unit #175, a 1984 Hyster forklift, Unit # 421, a 2000 model 6x16 trailer, and Unit #499, a 1999 Ford F350 all used within Public Works. *Public Works Director, Mariza Eller, will address.*

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

## REGULAR AGENDA

11. Consider a one-year contract with ReSimplifi, sole source, in the amount of $4,000.00 to develop and maintain a building and site section on the city economic development section of the website. *Economic Development Director Jeremy* Stratton *will discuss.*

***Motion/second to approve a one-year contract with ReSimplifi, sole source, in the amount of $4,000.00 to develop and maintain a building and site section on the city economic development section of the website by Commissioners Murray/Ward carried 7-0.***

12. Consider purchase of a new boiler and pump package for the Welcome Center from Wright Brothers, single source, in the amount of $67,912.46. *Public Works Director, Mariza Eller, will address.*

    ***Motion/second to approve the purchase of a new boiler and pump package for the Welcome Center from Wright Brothers, single source, in the amount of $67,912.46 by Commissioners Ward/Murray carried 7-0.***

13. Consider a contract with Power DMS by NEOGOV for the addition of the Power Ready Subscription for Field Training software in the amount of $8,521.00 for a 12-month term. *Captain of Administrative Services, Daniel Jett, will address.*

    ***Motion/second to approve a contract with Power DMS by NEOGOV for the addition of the Power Ready Subscription for Field Training software in the amount of $8,521.00 for a 12-month term by Commissioners Ward/Tinsley carried 7-0.***

14. Consider a Master Services and Purchasing Agreement with Lexipol for Police One Academy online training in the amount of $6,454.30. *Captain of Administrative Services, Daniel Jett, will address.*

    ***Motion/second to approve a Master Services and Purchasing Agreement with Lexipol for Police One Academy online training in the amount of $6,454.30 by Commissioners Tinsley/Ward carried 7-0.***

15. Consider resolution extending the alcohol beverage license renewal application deadline for calendar year 2025 from November 1, 2024 to December 1, 2024 for holders of current alcoholic beverage licenses in good standing. *Staff Attorney, Kelsey Carden, will address*.

    ***Motion/second to approve resolution extending the alcohol beverage license renewal application deadline for calendar year 2025 from November 1, 2024 to December 1, 2024 for holders of current alcoholic beverage licenses in good standing by Commissioners Murray/Tinsley carried 7-0.***

16. Consider a Resolution directing the City Manager or her designee to notify the Court of the City's intent to "opt-out" of any settlement, including but not limited to, TYCO and BASF, in the Aqueous Film-Forming Foams Products Liability Litigation, now pending in the U.S. District Court, District of South Carolina, Charleston Division, Civil Action File No. MDL 2:18-mn-2873-RMG, and to fulfill all requirements necessary to do so. *City Attorney Drew Whalen will address.*

    ***Motion/second to approve a Resolution directing the City Manager or her designee to notify the Court of the City's intent to "opt-out" of any settlement, including but not limited to, TYCO and BASF, in the Aqueous Film-Forming Foams Products Liability Litigation, now pending in the U.S. District Court, District of South Carolina, Charleston Division, Civil Action File No. MDL 2:18-mn-2873-RMG, and to fulfill all requirements necessary to do so by Commissioners Ward/Murray carried 7-0.***

17. Consider, on first reading, an ordinance amending Code of Griffin, Section 2-79, Definitions, Section 2-84, Board of ethics, and Sec. 2-86, Receipt of complaint and procedure, for purposes of amending the process for which an alleged ethics violation is heard. *City Manager, Jessica O'Connor, will address.*

    ***Motion/second to approve on first reading, an ordinance amending Code of Griffin, Section 2-79, Definitions, Section 2-84, Board of ethics, and Sec. 2-86, Receipt of complaint and procedure, for purposes of amending the process for which an alleged ethics violation is heard by Commissioners Tinsley/Murray carried 7-0.***

18. Consider a Resolution making an appointment to the office of Municipal Court Assistant Solicitor to fulfill the unexpired term of Clayton Kendrick who resigned from the position on August 15, 2024, as well as approving compensation for said position.

***Motion/second to appoint Kevin Parker to the office of Municipal Court Assistant Solicitor to fulfill the unexpired term of Clayton Kendrick who resigned from the position on August 15, 2024, as well as approving compensation for said position by Commissioners Tinsley/Murray carried 7-0.***

## CITY MANAGER'S REPORT

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

1. Ms. O'Connor congratulated Chief Hamilton on his Strongest Link Award.
2. Citizens' Government Academy began last Thursday, and this class is a lot of fun. The next class will be Thursday, September 12 at Historic City Hall with IT, GIS and Planning & Development hosting.
3. Most of the Commissioners should have been contacted by Investigator Ruiz about ride alongs. If you have not been contacted, please get with Ms. O'Connor, and she will ensure the Commissioners get the information.
4. The Alcohol Resolution that was approved this evening is in anticipation of an updated alcohol ordinance which will be presented at the September workshop, but because there are several things Staff is recommending, the ordinance revision will be on the agenda for consideration in October. The deadline for renewals needed to be pushed back so all could be compliant with the updated ordinance.
5. Ms. O'Connor noted the City has a sign audit scheduled next week for downtown.
6. Business After Hours will be held at the Golf Course on Tuesday, September 17 at 5 p.m.
7. There will be a Downtown walkabout on Saturday, September 14 at 9:30 p.m. after the Concert in the Park.
8. The roof replacement at One Griffin Center started Monday.

## CITY ATTORNEY COMMENTS

No comment.

## COMMISSIONER COMMENTS

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

**Ward:** No comment.

**Curtis**: No comment.

**Murray**: Commissioner Murray thanked all for attending the meeting.

**Wright:** No comment.

**Tinsley:** Commissioner Tinsley congratulated Chief Hamilton on his Strongest Link Award.

**McCord:** No comment.

**Hollberg**: Mayor Hollberg congratulated Chief Hamilton on his Strongest Link Award. He stated the Commissioners have been invited to Kiwanis' annual barbeque on Wednesday, September 18 at 12:00 p.m. The Fair kicks off on Friday, September 20 and runs through September 28. There will be a Concert in the Park on September 14 and September 29. The annual Feast on East is October 20. Downtown Trick or Treat is Thursday, October 24, 2024.

## ADJOURN

***Motion/second to adjourn at 6:26 p.m. by Commissioners Tinsley/Murray carried 7-0.***

_____ _____

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

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider, on second reading, an ordinance amending Code of Griffin, Section 2-79, Definitions, Section 2-84, Board of ethics, and Sec. 2-86, Receipt of complaint and procedure, for purposes of amending the process for which an alleged ethics violation is heard. *City Manager, Jessica O'Connor, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The Ethics Ordinance was first adopted in October 2019 but has not been utilized until November 2023 when an ethics complaint was filed by a citizen against the City Manager. After undergoing that process, the Commission suggested a review of the ordinance by comparing to other jurisdictions whether there was a more cost effective and efficient process for an ethics complaint and whether ethics complaints should be able to be filed against volunteer board members who have been appointed by the Board of Commission.

The proposed changes include the following:

1. Removal of volunteer board members appointed by the Commission to serve on various city authorities, commissions, committees, boards, etc. from the definition of "City official";
2. Amends Sec. 2-84(a) to allow a cursory review by the Commission to determine if there is merit to the allegations that require it to constitute a board of ethics to hear the allegations; and
3. Amends Sec. 2-86 to allow a cursory review by the Commission to determine if there is merit to the allegations that require it to constitute a board of ethics to hear the allegations.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Susan Bartholomew

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
PROPOSED Revisions to Ethics ORD 09.06.2024.pdf

No. 24 –

**AN ORDINANCE**

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA AT CHAPTER 2, ADMINISTRATION, ARTICLE III, OFFICERS AND EMPLOYEES, DIVISION 2, CODE OF ETHICS, SECTION 2-79, DEFINITIONS, SECTION 2-84, BOARD OF ETHICS, AND SECTION 2-86, RECEIPT OF COMPLAINT AND PROCEDURE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE, TO REPEAL ALL PARTS OF THE ORDINANCE IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 2, ADMINISTRATION, Article III, OFFICERS AND EMPLOYEES, Division 2, CODE OF ETHICS, Section 2-79, DEFINITIONS, Section 2-84, BOARD OF ETHICS, and Section 2-86, RECEIPT OF COMPLAINT AND PROCEDURE, which shall hereafter read as follows:

CODE OF GRIFFIN, GEORGIA

CHAPTER 2 – ADMINISTRATION

ARTICLE III – OFFICERS AND EMPLOYEES

DIVISION 2 – CODE OF ETHICS

Sec. 2-79. Definitions.

[The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

*A thing of value* shall mean anything of material value, regardless of its monetary amount, perceived or intended by the city official to whom it is offered, to be sufficient to influence the city official in the performance or nonperformance of an official action. A thing of value shall not include:

(1) Food or beverage consumed at a single meal or event;
(2) Legitimate salary, benefits, fees, commissions, or expenses associated with a recipient's nonpublic business, employment, trade, or profession;
(3) An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
(4) Food, beverages, and registration at group events to which all members of the governing body of the city are eligible to attend;
(5) Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a meeting which are provided to permit participation or speaking at the meeting;
(6) A commercially reasonable loan made in the ordinary course of business;

(7) Any gift with a value less than $100.00;
(8) Promotional items generally distributed to the general public or to public officers;
(9) A gift from a member of the public officer's immediate family; or
(10) Food, beverage, or expenses afforded public officers, members of their immediate families, or others that are associated with normal and customary business or social functions or activities;

provided, however, that receiving, accepting, or agreeing to receive anything not enumerated in subparagraphs (1) through (10) of this paragraph shall not create the presumption that a thing of value has been received.

*City official* or *official* shall mean, unless otherwise expressly defined does not include city employees, members of the city commission, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding, either by election or appointment, positions designated by the City Charter, as officers of the city. ~~The term "city official" also includes all individuals, including city employees, appointed by the city commission to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the city commission.~~

*Conflict of interest* shall mean an interest in transactions involving any person in the member's immediate family, any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits, or any business in which the city official is a director, officer, employee, agent, or shareholder.

*Decision* shall mean any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city commission or other city board or authority.

*Employee* shall mean any person who is employed in a position covered by the position classification plan of the City of Griffin; any person who is employed part-time by any operating department of the City of Griffin.

*Government* or *city* shall mean the City of Griffin, Georgia.

*Immediate family* shall mean spouse, child, parent, grandparent or sibling of any city official by blood, adoption or marriage.

*Interest* shall mean any direct pecuniary benefit, which is not a remote interest (official affected in the same way as the general public), held by the official or accruing to a member of the governing authority as a result of a contract or transaction that is or may be the subject of an official act or action by or with the city. A member of the governing authority shall be deemed to have an interest in transactions involving:

a. Any person in the member's immediate family;
b. Any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits unless the member is receiving a benefit for goods and services in the normal course of business for which the member has paid commercially reasonable rate;

c. Any business in which the member is a director, officer, employee, agent, or shareholder, except as otherwise provided herein; or
d. Any person of whom the member is a creditor, whether secured or unsecured.

Sec. 2-84. Board of ethics.

(a) *Appointment.* The Board of Ethics of the City of Griffin shall be composed of three residents of the city to be appointed as follows: The mayor and each commissioner will appoint one resident from their district to provide a pool of seven individuals who have consented to serve as a member of the board of ethics and who will be available for a period of one year to be called upon to serve in the event a board of ethics is needed. The city manager will maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the mayor and commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall review the complaint to determine if there is merit to the allegations in accordance with this Chapter. If a majority of the commission deems that the complaint has merit and should be investigated, the commission shall draw names randomly from the listing of qualified citizens until three members of the board of ethics have been commissioned to serve. Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board. Such board will elect one of its members to serve as chair. The selected members of the board shall serve until the complaint is resolved, at which time the selected members shall no longer be in the pool of seven. The mayor and commissioners who originally designated the departing members shall designate their replacements.

(b) *Qualifications.*
1. All members of the board shall remain a resident of the city and district while serving on the board.
2. No person shall serve as a member of the board if the person has, or has had within the preceding one-year period, any interest in any contract or contracting with the city or has been employed by the city.
3. No person shall serve on the board if he or she currently has any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official is charged in the complaint.
4. No person shall serve on the board who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
5. No person shall serve on the board who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board, or who is not qualified to be a registered voter in the City of Griffin.

(c) *Compensation.* The members of the board shall serve without compensation.

(d) *Expenses.* The city commission shall provide meeting space for the board and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.

(e) *Removal.* Members of the board may be removed with or without cause by majority vote of the city governing authority.

(f) *Attorney.* An independent attorney, contracted by the city shall attend all meetings and hearings of the board to ei~~i~~nsure that all proceedings are conducted properly and in accordance with applicable law.

(g) *Meetings.* All proceedings of the board shall be noticed in accordance with Georgia's Open Meetings Law. The proceedings of the board shall, to the extent authorized by law, remain confidential and not be disclosed to third parties. All meetings or public hearings where evidence is taken shall be open. Deliberations may be conducted in executive sessions. Any final report or recommendation to the commission shall be conducted in an open meeting.

Sec. 2-86. Receipt of complaint and procedure.

All complaints under this article against city officials shall be in writing and filed with the city attorney. All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article. Upon receipt of a complaint in proper form, the city attorney shall forward a copy of the complaint to the city commission and city official or officials charged in the complaint within no more than seven calendar days.

Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall review the complaint to determine if there is merit to the allegations in accordance with this Chapter. If a majority of the commission deems that the complaint has merit and should be investigated, the commission shall draw names randomly from the listing of qualified citizens until three members of the board of ethics have been appointed.

Upon receipt of a ~~complaint in proper form~~complaint from the commission, the board of ethics shall conduct an initial review within 30 days, to determine whether the complaint on its face is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city commission. The board is empowered to recommend dismissal in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. The board shall report in writing to the city commission any complaint dismissed under this section.

For complaints that are not dismissed, a hearing shall be held within 60 calendar days after filing of the complaint. The board is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint. The board shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. At any hearing held by the board, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to submit and hear evidence and to call and cross-examine witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall also have the right but not the obligation of submitting evidence and calling witnesses. The decision of the board shall be rendered to the city commission within seven calendar days after completion of the final hearing. Failure to comply with any of the time deadlines in this section of the article shall not invalidate any otherwise valid complaint or in any

way affect the power or jurisdiction of the board or the city commission to act upon any complaint.

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

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

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

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

First Reading: September 10, 2024

Second Reading: September 24, 2024

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the purchase of 7,500 feet of U/G Primary Cable in the amount of $36,075.00, 5,000 feet of #4 tri-plex in the amount of $2,675.00, 2,000 feet of U/G triplex cable in the amount of $4,480.00 and 2,500 feet of #6 poly riser wire in the amount of $2,150.00, for a total of $45,380.00 through ECG Joint Purchasing, declaring Stuart Irby Co. low bidder. *Electric Director, Jennifer Freeman, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase is for electric inventory material.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

7,500 feet Primary Cable: $36,075.00
2,000 feet U/G triplex cable : $4,480.00
5,000 feet #4 triplex: $2,675.00
2,500 feet #6 poly riser wire: $2,150.00
Total $45,380.00 budgeted in FY25 budget.

**Submitted By:**
Jennifer Freeman

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
PO-Stuart Irby Co.-Electric Materials-BOC 9-24-24.pdf
Quote-Stuart Irby Co.-Electric Material-BOC 9-24-24.pdf
Joint_Purchasing_ECG.pdf

Griffin
Invest Here

City of Griffin, Georgia Sat 9/11/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 9/4/24

FY25 Purchase Order No.

Bid/Quote No.

Vendor No. # 3390

Vendor Name & Address
Sturt Irby Co
Todd Horton
1060-d-Triad Ct
Marietta Ga 30062
EMAIL
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 North Hill St
Griffin, GA 30223

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

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

*Terms: Net 30 unless otherwise specified on PO

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

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

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

| Description | Account Number | Quantity | UOM | Unit Price | Extended Totals |
|---|---|---|---|---|---|
| 1/0 260 Mil-okonite U/G Primary Cable ✓ Our P/N 20-010 | 510 - 0000 - 11 - 3603 - 0000 | 7500 | Ft | 4.810 | 36,075.00 |
| 4/0 U/G Triplex Cable (SweetBriar) ✓ Our P/N 20-016 | 510 - 0000 - 11 - 3603 - 0000 | 2000 | Ft | 2.240 | 4,480.00 |
| #4 Triplex Cable ✓ Our P/N 19-010 (Periwinkle) | 510 - 0000 - 11 - 3603 - 0000 | 5000.00 | Ft | 0.535 | 2,675.00 |
| #6 Poly Riser wire ✓ Our P/N 19-019 | 510 - 0000 - 11 - 3603 - 0000 | 2500 | Ft | 0.860 | 2,150.00 |
| CAPITAL PROJECT #: 9-11-2024 (DISTRIBUTION & $$) | | | enter debit/credit amounts in the extended totals column | | |

COMMENTS: ECG Joint Purchasing

Totals: $ $ 45,380.00

FY25 Purchase Order

COG USE ONLY

PRICING METHOD: Elec Inv Ln 9/4/24

COG USE ONLY 9/9/24

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

Dept / Requestor / Date
Department Mgr / Date 9/11/24

Purchasing / Date
Finance Director / Date Deborah M Gilbert 9.12.24

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 |
|---|---|
| 09/17/24 | S014060653 |

REMIT TO:
STUART C IRBY CO
POST OFFICE BOX 741001
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 ALLWD | SHIP VIA |
|---|---|---|---|---|
| Todd E Horto | | 09/17/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/UOM | Ext Amt |
|---|---|---|---|---|---|
| 7500FT | | 1 | *OKON 163-23-4072 1/0-19X AL F/S 260M EPR 25KV 16X14 2500' (+/-)<br>---<br>ITEM IS IN STOCK<br>--- | 4810.000M | 36075.00 |

*** This is a quotation ***

| | |
|---|---|
| **Subtotal** | **36075.00** |
| **S&H CHGS** | **0.00** |
| **Sales Tax** | **0.00** |
| **TOTAL** | **36075.00** |

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.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale which are incorporated herein and available at: https://www.irbyutilities.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.

** Reprint ** Reprint ** Reprint **

# 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 |
|---|---|
| 09/17/24 | S014060773 |

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ATLANTA GA 30384

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

ORDERED BY: JOHN PIERCE

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

| INSIDE SALESPERSON | | REQD DATE | FRGHT ALLWD | SHIP VIA |
|---|---|---|---|---|
| Todd E Horto | | 09/17/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/UOM | Ext Amt |
|---|---|---|---|---|---|
| 2000FT | | 1 | COND TPLX URD 4/0 SWEETBRIAR/XLP/ EYS 1000FT<br>---<br>ITEM IS IN STOCK<br>--- | 2240.000M | 4480.00 |

*** This is a quotation ***

| | |
|---|---|
| Subtotal | 4480.00 |
| S&H CHGS | 0.00 |
| Sales Tax | 0.00 |
| TOTAL | 4480.00 |

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.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale which are incorporated herein and available at: https://www.irbyutilities.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.

** Reprint ** Reprint ** Reprint **

# 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 |
|---|---|
| 09/17/24 | S014061128 |

| REMIT TO: | PAGE NO. |
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| STUART C IRBY CO<br>POST OFFICE BOX 741001<br>ATLANTA GA 30384 | 1 |

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

ORDERED BY: JOHN PIERCE

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

| INSIDE SALESPERSON | | REQD DATE | FRGHT ALLWD | SHIP VIA |
|---|---|---|---|---|
| Todd E Horto | | 09/17/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/UOM | Ext Amt |
|---|---|---|---|---|---|
| 5000FT | | 1 | COND TPLX 4 PERIWINKLE/XLP 500FT C<br>---<br>LEAD TIME = 6-8 WEEKS<br>--- | 535.000M | 2675.00 |

*** This is a quotation ***

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| | |
|---|---|
| Subtotal | 2675.00 |
| S&H CHGS | 0.00 |
| Sales Tax | 0.00 |
| TOTAL | 2675.00 |

** Reprint ** Reprint ** Reprint **

# 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 |
|---|---|
| 09/17/24 | S014061129 |

| REMIT TO: | PAGE NO. |
|---|---|
| STUART C IRBY CO<br>POST OFFICE BOX 741001<br>ATLANTA GA 30384 | 1 |

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GRIFFIN, GA 30223

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

ORDERED BY: JOHN PIERCE

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

| INSIDE SALESPERSON | | REQD DATE | FRGHT ALLWD | SHIP VIA |
|---|---|---|---|---|
| Todd E Horto | | 09/17/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/UOM | Ext Amt |
|---|---|---|---|---|---|
| 2500FT | | 1 | COND 6 SD POLY RISER SOL TRANS 250FT<br>---<br>ITEM IS IN STOCK<br>--- | 860.000M | 2150.00 |

*** This is a quotation ***

| | |
|---|---|
| Subtotal | 2150.00 |
| S&H CHGS | 0.00 |
| Sales Tax | 0.00 |
| TOTAL | 2150.00 |

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.

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** Reprint ** Reprint ** Reprint **

***IPC Amendment #3***

**Exhibit A-7**

**Joint Purchasing (JP)**

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

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

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

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

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the purchase of twenty five 15 KV O/H transformers in the amount of $27,125.00, twenty five 25 KV O/H transformers in the amount of $30,575.00, and twenty five 50 KV O/H transformers in the amount of $43,000.00 for a total of $100,700.00 thru ECG Joint Purchasing, declaring Stuart Irby Co, low bidder. *Electric Director, Jennifer Freeman, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the transformers is to replace electric inventory.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

25-15 KV O/H transformers: $27,125
25- 25 KV O/H transformers: $30,575
25-50 KV O/H transformers: $43,000
Total $100,700 budgeted in FY25 budget

**Submitted By:**
Jennifer Freeman

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
PO-Stuart Irby Co-Transformers- BOC 9-24-24.pdf
Quote-Stuart Irby CO-Transformers-BOC 9-24-24.pdf
Joint_Purchasing_ECG.pdf

Griffin

City of Griffin, Georgia SH 9/11/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 9/11/24

FY25 Purchase Order No. _____

Bid/Quote No. ECG Joint Purching

Vendor No. # 3390

Vendor Name & Address

Sturt Irby Co
Todd Horton
1060-d-Triad Ct
Marietta Ga 30062
EMAIL 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 North Hill St
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 |
|---|---|---|---|---|---|
| 15 KV 120/240 7200V O/H Transformer ✓ Our P/N 22-003 | 510 - 0000 - 11 - 3603 - 0000 | 25 | EA | 1,085.000 | 27,125.00 |
| 25 KV 120/240 7200V O/H Transformer ✓ Our P/N 22-004 | 510 - 0000 - 11 - 3603 - 0000 | 25 | EA | 1,223.000 | 30,575.00 |
| 50 KV 120/240 7200V O/H Transformer ✓ Our P/N 22-005 | 510 - 0000 - 11 - 3603 - 0000 | 25 | EA | 1,720.000 | 43,000.00 |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| CAPITAL PROJECT #: | - - - - | enter debit/credit amounts in the extended totals column | | | |
| (DISTRIBUTION & $$) | - - - - | | | | |

9-11-2024

COMMENTS: ECG Joint Purchasing Book

Totals: $ $ 100,700.00

VAM 9/12/24

FY25 Purchase Order

COG USE ONLY

COG USE ONLY

PRICING METHOD:

Elec Jonction Gen 9/11/24
Dept / Requestor / Date

Purchasing / Date

Verbal / Phone

X Email/Mail/Fax

Bid / RFP #

9/11/24
Department Mgr / Date

Ellijah M Gilbert 9.12.24
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 |
|---|---|
| 09/17/24 | S014060772 |

REMIT TO:
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POST OFFICE BOX 741001
ATLANTA GA 30384

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1010 NORTH HILL ST
GRIFFIN, GA 30223-1930
770-229-6406

ORDERED BY: JOHN PIERCE

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

| INSIDE SALESPERSON | | REQD DATE | FRGHT ALLWD | SHIP VIA |
|---|---|---|---|---|
| Todd E Horto | | 09/17/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/UOM | Ext Amt |
|---|---|---|---|---|---|
| 25EA | | 1 | *GE QAOP106 (5501AB0050) 50KVA XFM<br>1PH CONV POLE-MT HV: 7200/12470Y<br>LV: 120/240 2-BUSH<br>---<br>LEAD TIME = NOV/DEC-2024<br>--- | 1720.000EA | 43000.00 |

*** This is a quotation ***

| | |
|---|---|
| Subtotal | 43000.00 |
| S&H CHGS | 0.00 |
| Sales Tax | 0.00 |
| TOTAL | 43000.00 |

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.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale which are incorporated herein and available at: https://www.irbyutilities.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.

** Reprint ** Reprint ** Reprint **

# 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 |
|---|---|
| 09/17/24 | S014060768 |

REMIT TO:
STUART C IRBY CO
POST OFFICE BOX 741001
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 ALLWD | SHIP VIA |
|---|---|---|---|
| Todd E Horto | 09/17/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/UOM | Ext Amt |
|---|---|---|---|---|---|
| 25EA | | 1 | *GE QAOP104 (5501AB0025) 25KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH<br>---<br>LEAD TIME = DEC-2024/JAN-2025<br>--- | 1223.000EA | 30575.00 |

*** 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.

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| | |
|---|---|
| **Subtotal** | 30575.00 |
| **S&H CHGS** | 0.00 |
| **Sales Tax** | 0.00 |
| **TOTAL** | 30575.00 |

** Reprint ** Reprint ** Reprint **

# 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 |
|---|---|
| 09/17/24 | S014060715 |

REMIT TO:
STUART C IRBY CO
POST OFFICE BOX 741001
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 ALLWD | SHIP VIA |
|---|---|---|---|---|
| Todd E Horto | | 09/17/24 | Yes | |

| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/UOM | Ext Amt |
|---|---|---|---|---|---|
| 25EA | | 1 | *GE QAOP103 (5501AB0015) 15KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH | 1085.000EA | 27125.00 |
| | | | LEAD TIME = DEC-2024/JAN-2025 | | |

*** This is a quotation ***

| | |
|---|---|
| **Subtotal** | 27125.00 |
| **S&H CHGS** | 0.00 |
| **Sales Tax** | 0.00 |
| **TOTAL** | 27125.00 |

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.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.irbyutilities.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.

** Reprint ** Reprint ** Reprint **

***IPC Amendment #3***

**Exhibit A-7**

**Joint Purchasing (JP)**

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

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

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

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

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the purchase of a John Deere ProGator 2020A from Deere and Company, under State Contract, in the amount of $35,785.40. *Public Works Director, Mariza Eller, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

John Deere ProGator 2020A will be purchased under state contract number (99999-SPD-SPD0000175-0005). ProGator was budgeted in FY25 budget in the amount of $36,000.00. State contract pricing for equipment is $35,785.40 with a cost savings of $214.60. John Deere ProGator 2020A will be used at the Griffin Golf Course. The ProGator will be utilized to get sand to the bunkers and pull the topdresser to sand the greens. We currently have a 20 year old truckster that we are utilizing that is constantly having mechanical issues. In the event the truckster goes down, we have no way to get the topdresser on the course. Due to the size, we can also utilize for events to move tables and chairs.

### STAFF RECOMMENDATION:

Staff recommends approval

### FINANCIAL IMPACT:

The ProGator was budgeted in FY25 (591-5130-54-2500) in the amount of $36,000. Under state contract (99999-SPD-SPD0000175-0005) the quote came in under budget at $35,785.40 for a savings of $214.60.

**Submitted By:**
Jimmy Hardy

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
ProGator 2020A PO.pdf
ProGator 2020A Quote.pdf

Griffin
Growing.TOGETHER

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

9/16/24

DATE: 8/29/24

**FY25** Purchase Order No. _____

Bid/Quote No. 31588783

Vendor No. _____

Vendor Name & Address

**Deere and Company**
**2000 John Deere Run**
**Cary, NC 27513**
aweed@beardequipment.com
Ph: 864-527-1050 Fax:

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

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

*Terms: Net 30 unless otherwise specified on PO

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

Deliver to:

**City of Griffin**
**Public Works - Golf**
**100 S Hill Street**
**Griffin, GA 30223**

ATTN: J. Hardy / M. Eller

Phone: _____ 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 |
|---|---|---|---|---|---|
| John Deere ProGator 2020A ✓ | 591 - 5130 - 54 - 2500 - 0000 | 1 | ea | 35,785.400 | 35,785.40 |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| Capital Purchase | - - - - | | | | |
| | - - - - | | | | |
| State Contract Number | - - - - | | | | |
| 99999-SPD-SPD0000175-0005 | - - - - | | | | |
| | - - - - | | | | |
| 9-17-2024 | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| CAPITAL PROJECT #: CP2025-5130-9-48 ✓ | 591 - 5130 - 54 - 9999 - 0000 | enter debit/credit amounts in | | | -35,785.40 |
| (DISTRIBUTION & $$) ✓ | 591 - 0000 - 11 - 7501 - 0000 | the extended totals column | | | 35,785.40 |
| COMMENTS: | | | | Totals: $ | $ 35,785.40 |

**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 ✓ 9/17/24

Dept / Requestor / Date: Mary Eller

Purchasing / Date: Deborah M Gilbert 9.17.24

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

# TERMS AND CONDITIONS OF PO / CONTRACT

**ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

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

**ARTICLE 2 PURCHASE ORDER NUMBER**

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

**ARTICLE 3 ACCEPTANCES**

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

**ARTICLE 4 PRICE**

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

**ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS**

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

**ARTICLE 6 PARTS**

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

**ARTICLE 7 WARRANTIES**

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

**ARTICLE 8 REMEDIES**

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

**ARTICLE 9 CONFLICTS OF LAWS**

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

**ARTICLE 10 MODIFICATIONS**

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

**ARTICLE 11 PATENT INFRINGEMENT**

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

**ARTICLE 12 TERMINATIONS FOR CAUSE**

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

**ARTICLE 13 TERMINATIONS FOR CONVENIENCE**

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

**ARTICLE 14 ENTIRE AGREEMENTS**

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

**ARTICLE 15 WORKS ON PREMISES**

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

**ARTICLE 16 QUALITY GUARANTEE**

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

**ARTICLE 17 QUALITY TERMS**

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

JOHN DEERE

**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

**For any questions, please contact:**

**Allen Weed**

Beard Equipment Company
701 Sandy Springs Road
Piedmont, SC 29673

Tel: 864-527-1050
Fax: 864-527-1051
Email: aweed@beardequipment.com

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
Beard Equipment Company
701 Sandy Springs Road
Piedmont, SC 29673
864-527-1050
JohnDeereEmails@beardequipment.com

## Quote Summary

**Prepared For:**
CITY OF GRIFFIN GRIFFIN GOLF COURSE
625 CAMP NORTHERN RD
GRIFFIN, GA 30224
Business: 770-229-6615

**Delivering Dealer:**
**Beard Equipment Company**
Allen Weed
701 Sandy Springs Road
Piedmont, SC 29673
Phone: 864-527-1050
aweed@beardequipment.com

**Quote ID:** 31588783
**Created On:** 29 August 2024
**Last Modified On:** 29 August 2024
**Expiration Date:** 28 September 2024

| Equipment Summary | Suggested List | Selling Price | Qty | | Extended |
|---|---|---|---|---|---|
| JOHN DEERE ProGator 2020A (Gas)<br>**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)<br>**Price Effective Date:** August 1, 2024 | $ 47,086.05 | $ 35,785.40 | X 1 | = | $ 35,785.40 |
| **Equipment Total** | | | | | **$ 35,785.40** |

| **Quote Summary** | |
|---|---|
| Equipment Total | $ 35,785.40 |
| Trade In | |
| SubTotal | **$ 35,785.40** |
| Est. Service Agreement Tax | $ 0.00 |
| Total | $ 35,785.40 |
| **Balance Due** | **$ 35,785.40** |

**Salesperson : X** _____ **Accepted By : X** _____

JOHN DEERE

# Selling Equipment

**Quote Id:** 31588783 **Customer Name:** CITY OF GRIFFIN GRIFFIN GOLF COURSE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
Beard Equipment Company
701 Sandy Springs Road
Piedmont, SC 29673
864-527-1050
JohnDeereEmails@beardequipment.com

## JOHN DEERE ProGator 2020A (Gas)

**Hours:**
**Stock Number:**
**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
**Price Effective Date:** August 1, 2024

**Suggested List ***
$ 47,086.05
**Selling Price ***
$ 35,785.40

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|---|---|---|---|---|---|---|---|
| 140ETC | ProGator 2020A (Gas) | 1 | $ 42,074.00 | 24.00 | $ 10,097.76 | $ 31,976.24 | $ 31,976.24 |
| | **Standard Options - Per Unit** | | | | | | |
| 001A | US/Canada | 1 | $ 0.00 | 24.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 183E | JDLink™ Modem | 1 | $ 0.00 | 24.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 1139 | Standard Front Tires 23x10.5-12 (4 PR) | 1 | $ 0.00 | 24.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 1161 | Fairway Rear (2) Tires and (2) Wheels, 26x14-12 (4 PR) | 1 | $ 0.00 | 24.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 1190 | 2WD Traction Unit | 1 | $ 0.00 | 24.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 2200 | Factory Installed Auxiliary Hydraulics | 1 | $ 0.00 | 24.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| 9773 | Electronic Multi-Mode Throttle/Governor Control Kit | 1 | $ 514.00 | 24.00 | $ 123.36 | $ 390.64 | $ 390.64 |
| 9776 | Cargo Box | 1 | $ 3,092.00 | 24.00 | $ 742.08 | $ 2,349.92 | $ 2,349.92 |
| 9778 | Quick Connect Kit | 1 | $ 223.00 | 24.00 | $ 53.52 | $ 169.48 | $ 169.48 |
| | **Standard Options Total** | | **$ 3,829.00** | | **$ 918.96** | **$ 2,910.04** | **$ 2,910.04** |
| | **Dealer Attachments/Non-Contract/Open Market** | | | | | | |
| BTC10943 | Canopy kit with rear view mirror, ProGator | 1 | $ 1,183.05 | 24.00 | $ 283.93 | $ 899.12 | $ 899.12 |
| | **Dealer Attachments Total** | | **$ 1,183.05** | | **$ 283.93** | **$ 899.12** | **$ 899.12** |
| | **Value Added Services Total** | | **$ 0.00** | | | **$ 0.00** | **$ 0.00** |
| Total Selling Price | | | $ 47,086.05 | | $ 11,300.65 | $ 35,785.40 | $ 35,785.40 |

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the purchase of one Ford F-250 SRW 4x4 Crew Cab pickup truck for Telecommunications and fiber maintenance in the amount of $61,620.18 from Fayetteville Ford, lowest quote. *Telecommunications Manager, Chris Sprayberry, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

Out of the three quotes requested, Fayetteville Ford submitted the lowest price and currently has the vehicle on the lot. The truck will be used as a shared vehicle for staff to maintain and complete fiber installations for businesses and residential locations that are connected to Griffin's Fiber Optic network.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The $61,620.18 will be allocated from ARPA funding.

**Submitted By:**
Chris Sprayberry

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
F-250 Quote Fayetteville Ford.pdf
Legacy Ford F-250 Quote.pdf
Mike Fitzpatrick Ford F-250 Quote.pdf
FY25 Fleet Request Form - Ford F250 Super Duty 4x4 Crew Cab.pdf
FY 25 Vehicle Fleet PO - Fayetteville Ford.pdf

Fayetteville Ford, LLC
275 GLYNN ST N Fayetteville, GA 30214

FAYETTEVILLE Ford Simply Different

# NEW CAR INVOICE

| | |
|---|---|
| SOLD TO: QUOTE | DATE: 09/11/2024 |
| ADDRESS: | |
| HOME PHONE: N/A | WORK PHONE: N/A |
| SALESMAN: LESA CAMP | |
| YEAR: N/A / MAKE: N/A / MODEL: N/A / KEY NO. | |
| VIN: N/A | MILEAGE: N/A |
| MILEAGE: | |

## TRADE-IN INFORMATION

| | | | |
|---|---|---|---|
| YEAR: N/A | MAKE: N/A | MODEL: N/A | MOTOR NO. |
| VIN: N/A | | | MILEAGE: N/A |

PURCHASER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Fayetteville until any check or bank draft given as payment therefore clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

| STOCK NO. | CUSTOMER NO. |
|---|---|
| N/A | |

| | | |
|---|---|---|
| VEHICLE PRICE | BASE PRICE (INCL. FRT.) | 63,620.18 |
| | OPTIONAL EQUIPMENT Includes Spray in Liner | |
| | **TOTAL LIST PRICE** | 63,620.18 |
| | | |
| | **SELLING PRICE** | 63,620.18 |
| | ADMINISTRATION CHARGE | N/A |
| | TITLE AND INSPECTION | |
| | TAVT | |
| | SERVICE AGREEMENT | N/A |
| | PAY-OFF ON TRADE IN | N/A |
| | GAP | N/A |
| | | N/A |
| | | |
| | **TOTAL CASH PRICE** | 63,620.18 |
| | | |
| SETTLEMENT | TRADE-IN ALLOWANCE | N/A |
| | CASH DEPOSIT | N/A |
| | CASH ON DELIVERY | |
| | REBATES Good Thru 9-30-24 | 2,000.00 |
| | | |
| | | |
| | DUE SELLER ON CONTRACT | |
| | | |
| | **TOTAL SETTLEMENT** | 61,620.18 |

**EQUAL OPPORTUNITY EMPLOYER**
GEORGIA-FAYETTE COUNTY

The undersigned has this day sold the described vehicle upon the terms and conditions stated to QUOTE _____ and hereby warrants the title to said vehicle and agrees to defend same against the claims of all persons whomsoever.

**NOTARY PUBLIC, FAYETTE COUNTY, GEORGIA** _____

**FAYETTEVILLE FORD**

**BY** _____

FAYE-INV (10/2020)

KTP-002165 GA 9-NORMAL,NB,102165,RE291 3194

| ULC | | | U | W | | C | | | |
|---|---|---|---|---|---|---|---|---|---|
| CERT | CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXFL | ROTA |

023935 1532/1805 1FT7W2BTX REE39447 NB DEPL

ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

RE E39447

2024 F250 SRW 4X4 CREW CAB
XL 160" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

**INTERIOR**
- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

**FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

**SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

**WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

| INCLUDED ON THIS VEHICLE | (MSRP) |
|---|---|
| **OPTIONAL EQUIPMENT/OTHER** | |
| PREFERRED EQUIPMENT PKG.600A | |
| 6.7L POWER STROKE V8 DIESEL | 9,995.00 |
| 10-SPEED AUTO TORQSHIFT | NO CHARGE |
| 3.31 ELECTRONIC-LOCKING AXLE | 430.00 |
| FRONT LICENSE PLATE BRACKET | NO CHARGE |
| PLATFORM RUNNING BOARDS | 445.00 |
| 10000# GVWR PACKAGE | |
| 50 STATE EMISSIONS | NO CHARGE |
| SPARE TIRE AND WHEEL | NO CHARGE |
| JACK | |
| DUAL BATTERY | NO CHARGE |

| PRICE INFORMATION | (MSRP) |
|---|---|
| BASE PRICE | $51,560.00 |
| TOTAL OPTIONS/OTHER | 10,870.00 |
| TOTAL VEHICLE & OPTIONS/OTHER | 62,430.00 |
| DESTINATION & DELIVERY | 1,995.00 |

| | | |
|---|---|---|
| | RAMP ONE: CH02 | CONVOY |
| | RAMP TWO: | ITEM #: 21-2481 O/T 1 |

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

**TOTAL MSRP $64,425.00**

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

**SPECIAL ORDER**
RE291 N RB 2X 425 002165 05 29 24

## California Air Resources Board — Diesel Vehicle

## Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

**Greenhouse Gas Rating** (tailpipe only): C — A+ … D — Cleaner

**Smog Rating** (tailpipe only): A- — A+ … D — Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** Not Rated

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|---|---|---|
| Frontal Crash | Driver | Not Rated |
| | Passenger | Not Rated |

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|---|---|---|
| Side Crash | Front seat | Not Rated |
| | Rear seat | Not Rated |

Based on the risk of injury in a side impact.

**Rollover** Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

47 YEARS BUILT Ford TOUGH
F-SERIES*
AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

Ford | FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

1FT7W2BTXREE39447

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FREE39447 TO 48028
Msg & Data rates may apply. Text HELP for help
www.ford.com/help/privacy-terms/

09/10/2024

Legacy Ford of McDonough

Date: 9/17/2024
Salesperson: Shelbi Landers
Manager: Kim Mitchell
Customer ID #: 35010199553

**FOR INTERNAL USE ONLY**

| | | |
|---|---|---|
| BUSINESS NAME | City of Griffin | Home Phone : (678) 588-0963 |
| CONTACT | Chris Sprasyberry | |
| Address : | 100 S HILL ST<br>GRIFFIN, GA 30223<br>SPALDING | Work Phone : |
| E-Mail : | csprayberry@cityofgriffin.com | Cell Phone : (678) 692-0520 |

**VEHICLE**

| | | | | |
|---|---|---|---|---|
| Stock # : E44873 | New / Used : | New | VIN : 1FT8W2BT2REE44873 | Mileage: 13 |
| Vehicle : 2024 Ford F-250 | | | Color : Oxford White | |
| Type : F250 4X4 CREW/C | | | W2B | |

| | |
|---|---|
| Market Value Selling Price | 70,260.00 |
| Total Savings | 4,230.00 |
| Adjusted Price | 66,030.00 |
| DealerDoc | 789.00 |
| GATAVT | .00 |
| Non Tax Fees | 181.00 |
| Balance | 67,000.00 |

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

KTP-000435 GA 4-REBILL,NB,200435,RF202 6906

| ULC | | | U | W | | C | | | |
|---|---|---|---|---|---|---|---|---|---|
| CERT | CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXFL | ROTA |

024347 48/1662 1FT8W2BT2 REE44873 NB DEPL

ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

2024 F250 SRW 4X4 CREW CAB
XL 176" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

RE E44873

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE CLOTH

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

**INTERIOR**
- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

**FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

**SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

**WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

| INCLUDED ON THIS VEHICLE | (MSRP) |
|---|---|
| **OPTIONAL EQUIPMENT/OTHER** | |
| PREFERRED EQUIPMENT PKG.600A | |
| 6.7L POWER STROKE V8 DIESEL | 9,995.00 |
| 10-SPEED AUTO TORQSHIFT | NO CHARGE |
| 3.31 RATIO REGULAR AXLE | NO CHARGE |
| STX APPEARANCE PACKAGE | 5,115.00 |
| .LT275/70R18E BSW ALL TERRAIN | |
| .BLIS (BLIND SPOT INFO SYSTEM) | |
| .EBONY BLACK ALUM WHLS-18" | |
| .LED BOX LIGHTING | |
| .PAYLOAD PACKAGE UPGRADE | |
| .REVERSE SENSING SYSTEM | |
| .360-DEGREE CAMERA PACKAGE | |
| .CLOTH 40/20/40 SEAT | |
| 10600# GVWR PACKAGE | |
| 50 STATE EMISSIONS | NO CHARGE |
| BACKGLASS DEFROST | |
| POWER SLIDING REAR WINDOW | 405.00 |
| SPARE TIRE AND WHEEL | NO CHARGE |
| JACK | |
| WHEEL WELL LINERS FRONT & REAR | 325.00 |
| REMOTE START SYSTEM | 250.00 |
| TAILGATE STEP | 375.00 |
| DUAL BATTERY | NO CHARGE |
| PRIVACY GLASS | 30.00 |
| XL DRIVER ASSIST PACKAGE | NO CHARGE |

| PRICE INFORMATION | (MSRP) |
|---|---|
| BASE PRICE | $51,770.00 |
| TOTAL OPTIONS/OTHER | 16,495.00 |
| TOTAL VEHICLE & OPTIONS/OTHER | 68,265.00 |
| DESTINATION & DELIVERY | 1,995.00 |

RAMP ONE: CH02
RAMP TWO:
CONVOY
ITEM #: 21-Z300 O/T 2

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

**TOTAL MSRP $70,260.00**

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

RF202 R RB X 425 000435 06 20 24

## California Air Resources Board

Diesel Vehicle

## Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

**Greenhouse Gas Rating** (tailpipe only)

A+ C- D
Cleaner

**Smog Rating** (tailpipe only)

A+ B D
Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

47 YEARS BUILT Ford TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass** Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FT8W2BT2REE44873

Ford | FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FREE44873 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

09/17/2024

KTP-000774 GA 9-NORMAL,NB,000774,RJ122 14267

| CERT | CERT | CERT | TRD | W RAMP | BUMP | CAMP | BOOK | EXFL | ROTA |
|---|---|---|---|---|---|---|---|---|---|

025745 25/810 1FT7W2BT3 REE56073 NB DEPL

ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

RE E56073

2024 F250 SRW 4X4 CREW CAB
XL 160" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

**INTERIOR**
- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

**FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

**SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

**WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

| INCLUDED ON THIS VEHICLE | (MSRP) |
|---|---|
| **OPTIONAL EQUIPMENT/OTHER** | |
| PREFERRED EQUIPMENT PKG.600A | |
| 6.7L POWER STROKE V8 DIESEL | 10,495.00 |
| 10-SPEED AUTO TORQSHIFT | NO CHARGE |
| LT245/75R17E BSW ALL-TERRAIN | 165.00 |
| 3.31 ELECTRONIC-LOCKING AXLE | 430.00 |
| FRONT LICENSE PLATE BRACKET | NO CHARGE |
| FX4 OFF-ROAD PACKAGE | 495.00 |
| .SKID PLATES | |
| PLATFORM RUNNING BOARDS | 445.00 |
| 10000# GVWR PACKAGE | |
| 50 STATE EMISSIONS | NO CHARGE |
| SPARE TIRE AND WHEEL | NO CHARGE |
| INTERIOR WORK SURFACE | 140.00 |
| 5TH WHEEL HITCH PREP PACKAGE | 550.00 |
| ROOF CLEARANCE LIGHTS | 95.00 |
| JACK | |
| WHEEL WELL LINERS FRONT & REAR | 325.00 |
| UPFITTER SWITCHES | 165.00 |
| 190AMP(GAS)/250AMP(6.7L) ALTR | NO CHARGE |
| TAILGATE STEP | 375.00 |
| TOUGH BED SPRAY IN BEDLINER | 595.00 |
| DUAL BATTERY | NO CHARGE |
| XL CHROME PACKAGE | 225.00 |
| .FOG LAMPS | |

| PRICE INFORMATION | (MSRP) |
|---|---|
| BASE PRICE | $51,560.00 |
| TOTAL OPTIONS/OTHER | 14,500.00 |
| TOTAL VEHICLE & OPTIONS/OTHER | 66,060.00 |
| DESTINATION & DELIVERY | 1,995.00 |

RAMP ONE: CH02
RAMP TWO:
CONVOY
ITEM #: 21-M580 O/T 2

**TOTAL MSRP $68,055.00**

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RJ122 N RB 2X 430 000774 09 12 24

## California Air Resources Board

Diesel Vehicle

## Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

**Greenhouse Gas Rating** (tailpipe only)

A+ C D

Cleaner

**Smog Rating** (tailpipe only)

A+ A- D

Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** Not Rated

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|---|---|---|
| **Frontal Crash** | Driver | Not Rated |
| | Passenger | Not Rated |

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|---|---|---|
| **Side Crash** | Front seat | Not Rated |
| | Rear seat | Not Rated |

Based on the risk of injury in a side impact.

**Rollover** Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FT7W2BT3REE56073

47 YEARS BUILT FORD TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass℠ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FREE56073 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

09/13/2024

# Mike Fitzpatrick Ford

238 Bullsboro Dr
Newnan, GA 30263
(770) 502-3673 Fax

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☑ NEW or ☐ USED ☐ DEMO

| YEAR | MAKE | MODEL | TYPE |
|---|---|---|---|
| 2024 | Ford | F-250 | |

| STOCK NO. | COLOR | TRIM |
|---|---|---|
| ORDM580 | | |

| SERIAL NO. | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | F | T | 7 | W | 2 | B | T | 3 | R | E | E | 5 | 6 | 0 | 7 | 3 |

| MILEAGE | ENGINE | TAG | DECAL |
|---|---|---|---|
| 0 | | | |

| INSURANCE CO. | AGENT |
|---|---|
| POLICY NO. | TELEPHONE NO. |
| ADDRESS , | |
| EFFECTIVE DATE | ESP. DATE |

**DESCRIPTION OF TRADE IN**

| YEAR | MAKE | MODEL | |
|---|---|---|---|
| TYPE | SERIAL NO. | | |
| TAG NO. | DECAL NO. | COLOR | ENG. |
| MILEAGE 5D ☐ 6D ☐ | AD VALOREM TAX PAID ☐ YES ☐ NO | | |

**TRADE LIEN INFORMATION**

| NAME | AMOUNT |
|---|---|
| ADDRESS | GOOD UNTIL |
| BY WHOM | ACCT. NO. |

**NEW CAR LIEN INFORMATION**

Ford Motor Credit

**Not an order until accepted by an official of this Company**

**State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

If this vehicle was previously used as a demonstrator, the information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

This Agreement stated herein and, if this vehicle is a demonstrator model, the Buyer's Guide constitutes the entire agreement between the buyer and the selling dealer and all prior or contemporaneous negotiations are merged herein and no harm, condition or representation not appearing hereon should be relied upon.

I AUTHORIZE AN INVESTIGATION OF MHY CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION ABOUT MY CREDIT EXPERIENCE.

Customer's Approval: _____ Date: 09/16/2024

Manager's Approval: _____ Date: 09/16/2024

| DATE | SALESPERSON |
|---|---|
| 09/16/2024 | Donald Sweger |
| PURCHASER NAME: Ben Goodman City of Griffin | |
| STREET ADDRESS | |
| CITY, STATE , | |
| RESIDENCE PHONE | BUSINESS PHONE (470) 497-3488 |
| COUNTY | CELL PHONE (770) 468-1530 |
| D.L. NO. | S.S. NO. |
| E-MAIL ADDRESS bgoodman@cityofgriffin.com | DATE OF BIRTH |

| | |
|---|---|
| **ASKING PRICE** | **68,055.00** |
| **DISCOUNT** | **3,731.00** |
| **SELLING PRICE** | **64,324.00** |
| | |
| **ADDITIONAL EQUIPMENT** | |
| | |
| | |
| | |
| **LESS REBATE** | |
| Ford | **2,000.00** |
| | |
| **TOTAL PRICE** | **62,324.00** |
| TRADE-IN ALLOWANCE | |
| DIFFERENCE | **62,324.00** |
| CUSTOMER SERVICES/DOC FEE | |
| ELECTRONIC TITLING FEE | |
| Georgia | |
| SUB-TOTAL | **62,324.00** |
| TITLE | |
| STATE M.V. WARRANTY RIGHTS FEE (NEW CARS ONLY) | |
| EMISSIONS FEE (USED CARS ONLY) | |
| **SUBTOTAL** | **62,324.00** |
| PAYOFF UPON VERIFICATION BUYER(S) AGREE TO PAY ANY EXCESS AMOUNT | |
| CASH DOWN PAYMENT | |
| FORD ESP | |
| **UNPAID BALANCE** | **62,324.00** |

I, Ben Goodman City of Griffin

WILL ACCEPT DELIVERY OF STOCK # ORDM580

TODAY IF ALL FIGURES AND/OR PAYMENTS ARE AGREEABLE.

SIGNATURE _____

**ORDER NOT VALID UNTIL ACCEPTED BY MANAGEMENT**

# 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) | Ford (MAKE) | F250 Super Duty 4x4 Crew Cab (MODEL)

Additional Body or Apparatus: N/A

Replacement/Addition*: N/A (REPLACEMENT) | This will be a new addition (ADDITION)

Unit Number to be Replaced: N/A | 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: 9/17/24

Approval of Fleet Department: Mariza Eller | Date: 9/17/24

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.*

Griffin
Growing TOGETHER

SH 9/17/24

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

DATE: 9/16/24

Purchase Order No. _____

Contract # and Expiration: _____

# FY25 VEHICLE FLEET PO

Contract With: State

Vendor No. _____

Vendor Name & Address
**Fayetteville Ford**
**Attn: Lesa Camp**
**275 Glynn Street North**
**Fayetteville, GA 30214**
lesa.camp@fayettevillefordga.com
Ph: 770-960-3863 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

Attn: *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 |
|---|---|---|---|---|---|
| 2024 Ford F250 SRW 4x4 Crew Cab ✓ | 234 - 4750 - 54 - 2200 - 0000 | 1 | | 61,620.18 | 61,620.18 |
| ARPA Funding | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| **UNIT NO. of asset being surplused:** | | ARF attached? | | **TOTAL $** | **61,620.18** |
| CAPITAL PROJ#: _____ ✓ | 901 - 0000 - 13 - 1124 - 0000 | | | | -61,620.18 |
| ✓ | 901 - 4700 - 11 - 7500 - 0000 | | | | 61,620.18 |
| **Note: All deliveries are to be made to authorized COG Motorpool** | | | | ****TOTAL $** | **61,620.18** |

**COG USE ONLY**

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

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

| | | APPROVALS | |
|---|---|---|---|
| | Dept request | Telecom / Chris Sprayberry 9/16/24 | |
| | Agenda item copy | **Dept / Requestor / Date** | **Purchasing / Date** |
| | Fleet authorization | 9/16/24 | ✓ 9/17/24 Deborah M Gilbert 9.17.24 |
| | Leinholder info | **Department Mgr / Date** | **Finance Director / Date** |
| | Order (cc PF,SW,rqstr) | | |
| | Invoicing/Delivery | | |
| | Payment/MSO | | |
| | Tag/Origs to Finance | | |
| | Risk Mgmt | **City Manager / Date** | **BOARD / Date** |
| | Fixed Assets | | |

# TERMS AND CONDITIONS OF PO / CONTRACT

**ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

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

**ARTICLE 2 PURCHASE ORDER NUMBER**

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

**ARTICLE 3 ACCEPTANCES**

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

**ARTICLE 4 PRICE**

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

**ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS**

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

**ARTICLE 6 PARTS**

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

**ARTICLE 7 WARRANTIES**

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

**ARTICLE 8 REMEDIES**

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

**ARTICLE 9 CONFLICTS OF LAWS**

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

**ARTICLE 10 MODIFICATIONS**

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

**ARTICLE 11 PATENT INFRIGEMENT**

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

**ARTICLE 12 TERMINATIONS FOR CAUSE**

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

**ARTICLE 13 TERMINATIONS FOR CONVENIENCE**

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

**ARTICLE 14 ENTIRE AGREEMENTS**

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

**ARTICLE 15 WORKS ON PREMISES**

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

**ARTICLE 16 QUALITY GUARANTEE**

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

**ARTICLE 17 QUALITY TERMS**

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

**Fayetteville Ford, LLC**
275 GLYNN ST N Fayetteville, GA 30214

FAYETTEVILLE Ford Simply Different

# NEW CAR INVOICE

| | |
|---|---|
| SOLD TO: QUOTE | DATE: 09/11/2024 |
| ADDRESS: | |
| HOME PHONE: N/A | WORK PHONE: N/A |
| SALESMAN: LESA CAMP | |
| YEAR: N/A | MAKE: N/A / MODEL: N/A / KEY NO: |
| VIN: N/A | MILEAGE: N/A |
| MILEAGE: | |

## TRADE-IN INFORMATION

| | | | |
|---|---|---|---|
| YEAR: N/A | MAKE: N/A | MODEL: N/A | MOTOR NO: |
| VIN: N/A | | | MILEAGE: N/A |

PURCHASER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Fayetteville until any check or bank draft given as payment therefore clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING

| | |
|---|---|
| STOCK NO: N/A | CUSTOMER NO: |

| | | |
|---|---|---|
| VEHICLE PRICE | BASE PRICE (INCL. FET): | 63,620.18 |
| | OPTIONAL EQUIPMENT: Includes spray in liner | |
| | **TOTAL LIST PRICE** | 63,620.18 |
| | **SELLING PRICE** | 63,620.18 |
| | ADMINISTRATION CHARGE | N/A |
| | TITLE AND INSPECTION | |
| | TAX | |
| | SERVICE AGREEMENT | N/A |
| | PAYOFF ON TRADE-IN | N/A |
| | GAP | N/A |
| | | N/A |
| | **TOTAL CASH PRICE** | 63,620.18 |
| SETTLEMENT | TRADE-IN ALLOWANCE | N/A |
| | CASH DEPOSIT | N/A |
| | CASH ON DELIVERY | |
| | REBATES Good Thru 9-30-24 | 2,000.00 |
| | DUE SELLER ON CONTRACT | |
| | **TOTAL SETTLEMENT** | 61,620.18 |

**EQUAL OPPORTUNITY EMPLOYER**
GEORGIA-FAYETTE COUNTY

The undersigned has this day sold the described vehicle upon the terms and conditions stated to QUOTE _____ and hereby warrants the title to said vehicle and agrees to defend same against the claims of all persons whomsoever.

**NOTARY PUBLIC, FAYETTE COUNTY, GEORGIA** _____

**FAYETTEVILLE FORD**

**BY** _____

FAYE-INV (10/2020)

KTP-002165 GA 5=NORMAL,RB,102165,RE291 3194

| ULC CERT | | U CERT | U TRD | W RAMP | C BUMP | C CANP | BOOK | EXPL | ROTA |
|---|---|---|---|---|---|---|---|---|---|

023935 1532/1805 1FT7W2BTX REE39447 NB DEPS

Ford ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

RE E39447

2024 F250 SRW 4X4 CREW CAB
XL 160" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

**INTERIOR**
- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

**FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

**SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

**WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

| INCLUDED ON THIS VEHICLE | (MSRP) |
|---|---|
| **OPTIONAL EQUIPMENT/OTHER** | |
| PREFERRED EQUIPMENT PKG 600A | |
| 6.7L POWER STROKE V8 DIESEL | 9,995.00 |
| 10-SPEED AUTO TORQSHIFT | NO CHARGE |
| 3.31 ELECTRONIC-LOCKING AXLE | 430.00 |
| FRONT LICENSE PLATE BRACKET | NO CHARGE |
| PLATFORM RUNNING BOARDS | 445.00 |
| 16000# GVWR PACKAGE | |
| 50 STATE EMISSIONS | NO CHARGE |
| SPARE TIRE AND WHEEL | NO CHARGE |
| JACK | |
| DUAL BATTERY | NO CHARGE |

| PRICE INFORMATION | (MSRP) |
|---|---|
| BASE PRICE | $51,560.00 |
| TOTAL OPTIONS/OTHER | 10,870.00 |
| TOTAL VEHICLE & OPTIONS/OTHER | 62,430.00 |
| DESTINATION & DELIVERY | 1,995.00 |

RAMP ONE: CH02
RAMP TWO:
CONVOY
ITEM 9: 21-2481 O/T 1

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

**TOTAL MSRP $64,425.00**

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

**SPECIAL ORDER**
RE291 N RB 2X 425 002165 05 29 24

## California Air Resources Board — Diesel Vehicle

## Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with **higher ratings**.

**Greenhouse Gas Rating** (tailpipe only): C — A+ — D — Cleaner

**Smog Rating** (tailpipe only): A- — A+ — D — Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** — Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|---|---|---|
| Frontal Crash | Driver | Not Rated |
| | Passenger | Not Rated |
| Side Crash | Front seat | Not Rated |
| | Rear seat | Not Rated |
| Rollover | | Not Rated |

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Based on the risk of injury in a side impact.

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FT7W2BTXREE39447

47 YEARS BUILT FORD TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.* See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY total sales. **FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

Ford | FORD PROTECT

Invest in Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com

⚠ **WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

09/10/2024

# Mike Fitzpatrick Ford

238 Bullsboro Dr
Newnan, GA 30263
(770) 502-3673 Fax

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☑ NEW or ☐ USED ☐ DEMO

| YEAR | MAKE | MODEL | TYPE |
|---|---|---|---|
| 2024 | Ford | F-250 | |

| STOCK NO. | COLOR | TRIM |
|---|---|---|
| ORDM580 | | |

| SERIAL NO. | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | F | T | 7 | W | 2 | B | T | 3 | R | E | E | 5 | 6 | 0 | 7 | 3 |

| MILEAGE | ENGINE | TAG | DECAL |
|---|---|---|---|
| 0 | | | |

| INSURANCE CO. | AGENT |
|---|---|
| POLICY NO. | TELEPHONE NO. |
| ADDRESS | |
| EFFECTIVE DATE | ESP. DATE |

**DESCRIPTION OF TRADE IN**

| YEAR | MAKE | MODEL | |
|---|---|---|---|
| TYPE | SERIAL NO. | | |
| TAG NO. | DECAL NO. | COLOR | ENG. |
| MILEAGE 50 ☐ 60 ☐ | | AD VALOREM TAX PAID ☐ YES ☐ NO | |

**TRADE LIEN INFORMATION**

| NAME | AMOUNT |
|---|---|
| ADDRESS | GOOD UNTIL |
| BY WHOM | ACCT. NO. |

**NEW CAR LIEN INFORMATION**

Ford Motor Credit

**Not an order until accepted by an official of this Company**

**State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

If this vehicle was previously used as a demonstrator, the information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

This Agreement stated herein and, if this vehicle is a demonstrator model, the Buyer's Guide constitutes the entire agreement between the buyer and the selling dealer and all prior or contemporaneous negotiations are merged herein and no harm, condition or representation not appearing hereon should be relied upon.

I AUTHORIZE AN INVESTIGATION OF MHY CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION ABOUT MY CREDIT EXPERIENCE.

Customer's Approval: _____ Date: 09/16/2024

Manager's Approval: _____ Date: 09/16/2024

| DATE | SALESPERSON |
|---|---|
| 09/16/2024 | Donald Sweger |

| PURCHASER NAME | |
|---|---|
| Ben Goodman City of Griffin | |
| STREET ADDRESS | |
| CITY, STATE | |
| RESIDENCE PHONE | BUSINESS PHONE (470) 497-3488 |
| COUNTY | CELL PHONE (770) 468-1530 |
| D.L. NO. | S.S. NO. |
| E-MAIL ADDRESS bgoodman@cityofgriffin.com | DATE OF BIRTH |

| | |
|---|---|
| **ASKING PRICE** | **68,055.00** |
| **DISCOUNT** | **3,731.00** |
| **SELLING PRICE** | **64,324.00** |
| | |
| **ADDITIONAL EQUIPMENT** | |
| | |
| | |
| | |
| **LESS REBATE** | |
| Ford | **2,000.00** |
| | |
| **TOTAL PRICE** | **62,324.00** |
| TRADE-IN ALLOWANCE | |
| DIFFERENCE | **62,324.00** |
| CUSTOMER SERVICES/DOC FEE | |
| ELECTRONIC TITLING FEE | |
| Georgia | |
| SUB-TOTAL | **62,324.00** |
| TITLE | |
| STATE M.V. WARRANTY RIGHTS FEE (NEW CARS ONLY) | |
| EMISSIONS FEE (USED CARS ONLY) | |
| **SUBTOTAL** | **62,324.00** |
| PAYOFF UPON VERIFICATION BUYER(S) AGREE TO PAY ANY EXCESS AMOUNT | |
| CASH DOWN PAYMENT | |
| FORD ESP | |
| **UNPAID BALANCE** | **62,324.00** |

I, Ben Goodman City of Griffin

WILL ACCEPT DELIVERY OF STOCK # ORDM580

TODAY IF ALL FIGURES AND/OR PAYMENTS ARE AGREEABLE.

SIGNATURE _____

**ORDER NOT VALID UNTIL ACCEPTED BY MANAGEMENT**

KTP-000774 GA 9-NORMAL,NB,000774,RJ122 14267

CERT | CERT | CERT | TRD | W RAMP | BUMP | CAMP | BOOK | EXFL | ROTA

025745 25/810 1FT7W2BT3 REE56073 NB DEPL

Ford
ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

RE E56073

2024 F250 SRW 4X4 CREW CAB
XL 160" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

**INTERIOR**
- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

**FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

**SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

**WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

| INCLUDED ON THIS VEHICLE | (MSRP) |
|---|---|
| **OPTIONAL EQUIPMENT/OTHER** | |
| PREFERRED EQUIPMENT PKG.600A | |
| 6.7L POWER STROKE V8 DIESEL | 10,495.00 |
| 10-SPEED AUTO TORQSHIFT | NO CHARGE |
| LT245/75R17E BSW ALL-TERRAIN | 165.00 |
| 3.31 ELECTRONIC-LOCKING AXLE | 430.00 |
| FRONT LICENSE PLATE BRACKET | NO CHARGE |
| FX4 OFF-ROAD PACKAGE | 495.00 |
| .SKID PLATES | |
| PLATFORM RUNNING BOARDS | 445.00 |
| 10000# GVWR PACKAGE | |
| 50 STATE EMISSIONS | NO CHARGE |
| SPARE TIRE AND WHEEL | NO CHARGE |
| INTERIOR WORK SURFACE | 140.00 |
| 5TH WHEEL HITCH PREP PACKAGE | 650.00 |
| ROOF CLEARANCE LIGHTS | 95.00 |
| JACK | |
| WHEEL WELL LINERS FRONT & REAR | 325.00 |
| UPFITTER SWITCHES | 165.00 |
| 190AMP(GAS)/250AMP(6.7L) ALTR | NO CHARGE |
| TAILGATE STEP | 375.00 |
| TOUGH BED SPRAY IN BEDLINER | 595.00 |
| DUAL BATTERY | NO CHARGE |
| XL CHROME PACKAGE | 225.00 |
| .FOG LAMPS | |

| PRICE INFORMATION | (MSRP) |
|---|---|
| BASE PRICE | $51,560.00 |
| TOTAL OPTIONS/OTHER | 14,500.00 |
| TOTAL VEHICLE & OPTIONS/OTHER | 66,060.00 |
| DESTINATION & DELIVERY | 1,995.00 |

RAMP ONE: CH02
RAMP TWO:
CONVOY
ITEM #: 21-M580 O/T 2

**TOTAL MSRP $68,055.00**

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RJ122 N RB 2X 430 000774 09 12 24

## California Air Resources Board

Diesel Vehicle

## Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

**Greenhouse Gas Rating** (tailpipe only)

A+ C D
Cleaner

**Smog Rating** (tailpipe only)

A+ A D
Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** **Not Rated**

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|---|---|---|
| **Frontal Crash** | Driver | **Not Rated** |
| | Passenger | **Not Rated** |

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|---|---|---|
| **Side Crash** | Front seat | **Not Rated** |
| | Rear seat | **Not Rated** |

Based on the risk of injury in a side impact.

**Rollover** **Not Rated**

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FT7W2BT3REE56073

47 YEARS BUILT FORD TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY comparisons.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi Hotspot.

Ford | FORD PROTECT™

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FT7W2BT3REE56073 TO 44000

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

09/13/2024

Legacy Ford of McDonough

Date: 9/17/2024
Salesperson: Shelbi Landers
Manager: Kim Mitchell
Customer ID #: 35010199553

**FOR INTERNAL USE ONLY**

| | | |
|---|---|---|
| BUSINESS NAME | City of Griffin | Home Phone : (678) 588-0963 |
| CONTACT | Chris Sprasyberry | |
| Address : | 100 S HILL ST<br>GRIFFIN, GA 30223<br>SPALDING | Work Phone : |
| E-Mail : | csprayberry@cityofgriffin.com | Cell Phone : (678) 692-0520 |

**VEHICLE**

Stock # : E44873 | New / Used : New | VIN : 1FT8W2BT2REE44873 | Mileage: 13

Vehicle : 2024 Ford F-250 | Color : Oxford White

Type : F250 4X4 CREW/C | W2B

| | |
|---|---|
| Market Value Selling Price | 70,260.00 |
| Total Savings | 4,230.00 |
| Adjusted Price | 66,030.00 |
| DealerDoc | 789.00 |
| GATAVT | .00 |
| Non Tax Fees | 181.00 |
| Balance | 67,000.00 |

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

KTP-000435 GA 4-REBILL,NB,200435,RF202 6906

| ULC | | | U | W | | C | | | | |
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| CERT | CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXEL | ROTA | |

024347 48/1662 1FT8W2BT2 REE44873 NB

Ford ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

RE E44873

2024 F250 SRW 4X4 CREW CAB
XL 176" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE CLOTH

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

**INTERIOR**
- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

**FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC3|4 W/8" SCREEN

**SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

**WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

| INCLUDED ON THIS VEHICLE | (MSRP) |
|---|---|
| **OPTIONAL EQUIPMENT/OTHER** | |
| PREFERRED EQUIPMENT PKG.600A | |
| 6.7L POWER STROKE V8 DIESEL | 9,995.00 |
| 10-SPEED AUTO TORQSHIFT | NO CHARGE |
| 3.31 RATIO REGULAR AXLE | NO CHARGE |
| STX APPEARANCE PACKAGE | 5,115.00 |
| .LT275/70R18E BSW ALL TERRAIN | |
| .BLIS (BLIND SPOT INFO SYSTEM) | |
| .EBONY BLACK ALUM WHLS-18" | |
| .LED BOX LIGHTING | |
| .PAYLOAD PACKAGE UPGRADE | |
| .REVERSE SENSING SYSTEM | |
| .360-DEGREE CAMERA PACKAGE | |
| .CLOTH 40/20/40 SEAT | |
| 10600# GVWR PACKAGE | |
| 50 STATE EMISSIONS | NO CHARGE |
| BACKGLASS DEFROST | |
| POWER SLIDING REAR WINDOW | 405.00 |
| SPARE TIRE AND WHEEL | NO CHARGE |
| JACK | |
| WHEEL WELL LINERS FRONT & REAR | 325.00 |
| REMOTE START SYSTEM | 250.00 |
| TAILGATE STEP | 375.00 |
| DUAL BATTERY | NO CHARGE |
| PRIVACY GLASS | 30.00 |
| XL DRIVER ASSIST PACKAGE | NO CHARGE |

| PRICE INFORMATION | (MSRP) |
|---|---|
| BASE PRICE | 51,770.00 |
| TOTAL OPTIONS/OTHER | 16,495.00 |
| TOTAL VEHICLE & OPTIONS/OTHER | 68,265.00 |
| DESTINATION & DELIVERY | 1,995.00 |

RAMP ONE: CH02
RAMP TWO:
CONVOY
ITEM #: 21-Z300 O/T 2

**TOTAL MSRP $70,260.00**

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RF202 R RB X 425 000435 06 20 24

California Air Resources Board — Diesel Vehicle

## Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

**Greenhouse Gas Rating** (tailpipe only)
A+ — C- — D
Cleaner

**Smog Rating** (tailpipe only)
A+ — B — D
Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

47 YEARS BUILT Ford TOUGH
F-SERIES
AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY U.S. sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/vehicle networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FT8W2BT2REE44873

Ford | FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR VISIT APPROVED TO CHECK

May © Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

09/17/2024

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a request for variance from the minimum front yard requirement for the lot combination of 535 and 539 East Tinsley Street. *Director of Planning and Development, Michelle Haynes, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Mark Staples, is requesting a variance from Article 709 which states the physical requirements for the creation of a new parcel and the standards and placement of a residential dwelling. Mr. Staples would like to combine 535 and 539 East Tinsley Street to create a larger lot. Currently, 535 E. Tinsley St. is approximately .10 +/- acres and 539 E Tinsley St. is approximately .14 +/- acres. The new parcel will be a 0.24 +/- acre tract of land which does meet the minimum requirements for the creation of a new lot for the High-Density Residential A zoning district. However, the existing house located at 539 E Tinsley St. does not meet the front yard setback requirement of 25 feet. A variance of the front yard setback minimum requirement is needed to combine the two lots.

### STAFF RECOMMENDATION:

Planning & Development staff recommends APPROVAL of the variance request (24–VAR-03) from the minimum front yard setback requirement for the lot combination of 535 & 539 E. Tinsley Street submitted by Mark Staples.

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Michelle Haynes,MPA

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Application; 535 & 539 E Tinsley St.pdf
535 & 539 E Tinsley St. VAR Staff Report.pdf

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR-03

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: 7-9-24 Application Number: 24-VAR-03

Applicant/Agent/Representatives Name:
MARK STAPLES

Address: 1386 CARVER Rd

City: Griffin State: GA Zip: 30224

Telephone Number(s): 770-468-4431 Email: Smilebadger67@yahoo.com

Project Name/ Description: Combing 535 + 539 E Tinsley to 539 E Tinsley

Address: 535 + 539 E Tinsley Griffin, GA. 30223

Parcel Number(s): 006 08007
006 08006 Current Zoning: HDR-A Parcel(s) Size: 0.24 Acres
10,410 Sq. Ft

UDC Section to be Varied

Property Owner Name: Griffin Area Habitat for Humanity, Inc

Address: 1386 Carver Rd

City: Griffin State: GA Zip: 30224

Telephone Number(s): 770 468 4431 Email: Smilebadger67@yahoo.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.

Mark Staples MARK STAPLES
Applicant Signature Printed Name Date

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR-03

Project Name/ Description: Combing 535 & 539 E Tinsley to 539 E Tinsley
Address: 535/539 E Tinsley St. Griffin GA 30223
Parcel Number(s): 006 08007 Current Zoning: HDR-A Parcel(s) Size: 10,410 Sq ft
006 08006

- 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: 7-9-24 Application Number: 24-VAR-03

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.

Justification for Request for Variance for combining 535 E Tinsley and 539 E Tinsley

The home sited on 539 E Tinsley was built in 1940 and is clearly not in compliance with either front or side setbacks since it is actually built over the property line of 535 E Tinsley. Griffin Area Habitat for Humanity, Inc. (GAHH) owns both 535 E Tinsley and 539 E Tinsley. Combining these two lots cures the issue/future disputes of the property line. Combining these two lots does not expose the City of Griffin to any risk. GAHH does not intend to build a house on 535 E Tinsley and the lot can be deed restricted to indicate this.

Prior to any such restriction, however, we would like to know now what setbacks we will be held to if we are able to secure 531 E Tinsley and 533 E Tinsley from the Land Bank if they are ever operating effectively again. We would like to expressly know NOW what front, side and rear setbacks will be in force. If we need to take some square footage from the current 535 E Tinsley, we do not want to be precluded from doing this with this combination. Our intent when we purchased this lot was never to build on it.

GAHH is working hard to improve this neighborhood. We certainly expect to comply with City of Griffin requirements. We also would hope that the City of Griffin would work closely with us to help us find acceptable ways to make these improvements a reality in a timely, cost effective way.

Griffin

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR-03

## OWNER'S AUTHORIZATION

This is to certify that Griffin Area Habitat Humanity 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: Mark Stapler

Mark Stapler for Griffin Area Habitat for Humanity — Griffin Area Habitat for Humanity — 06/20/2024
Property Owner Signature — Printed Name — Date

Mark Stapler — MARK STAPLES — 06/20/2024
Legal Representative Signature — Printed Name — Date

Kyleigh M Brown
Notary Signature

KYLEIGH M BROWN NOTARY PUBLIC SPALDING COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 28, 2026 Seal:

Commission Expiration Date: 12-28-26

Griffin

# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
# APPLICATION FOR VARIANCE

Date Received: 7-9-24 Application Number: 24-VAR.03

## CONFLICT OF INTEREST DISCLOSURE

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

☐ Yes ☒ No

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

- Name and position of Government Official:

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

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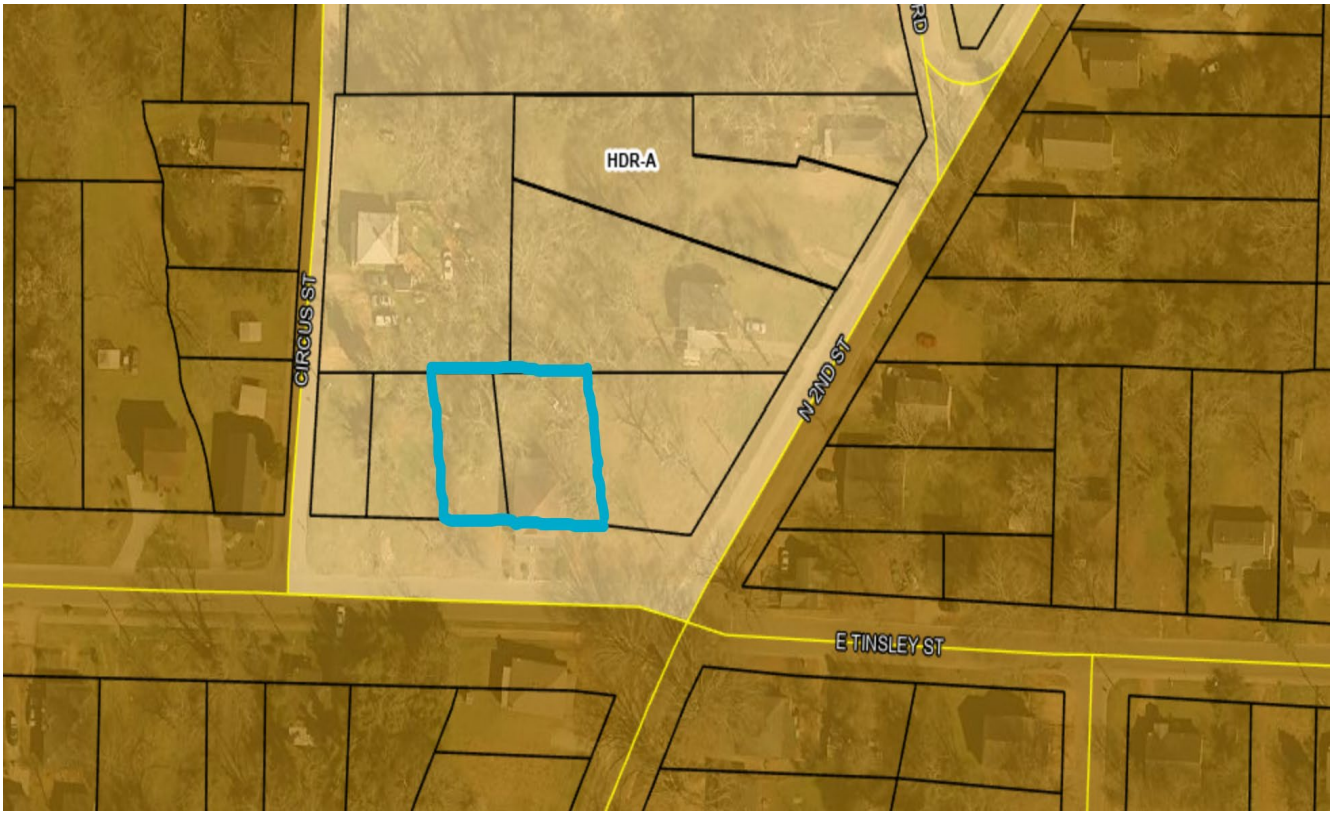
Mark Stapler
Applicant Signature

MARK STAPLES
Printed Name

07/08/2024
Date

# Variance
# 535 & 539 East Tinsley Street
# Project No. 24-VAR-03

**Applicant:** Mark Staples
**Owner:** Griffin Area Habitat for Humanity, Inc




| | |
|---|---|
| **Current Land Use Classification** | Residential |
| **Current Zoning** | High Density Residential A, HDR-A |
| **Proposed Variance** | Minimum front yard setback requirement |
| **Parcel Size** | 0.24 +/- |
| **Map, Block & Lot Number** | 006 08007 and 006 08006 |
| **City Commission** | September 24, 2024 |
| **District Commissioner Member** | Rose Curtis |
| **Citizen Notification** | Legal Notice was run in the August 24, 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 August 26, 2024. |

**Proposal/Site Location:**
The applicant, Mark Staples, is requesting a variance for Article 709 which states the physical requirements for the creation of a new parcel and the standards and placement of a residential dwelling. Mr. Staples would like to combine 535 and 539 East Tinsley Street to create a larger lot. Currently, 535 E. Tinsley St. is approximately .10 +/- acres and 539 E Tinsley St. is approximately .14 +/- acres. The new parcel will be a 0.24 +/- acre tract of land which does meet the minimum requirements for the creation of a new lot for the High-Density Residential A zoning district. However, the existing house located at 539 E Tinsley St. does not meet the front yard setback requirement of 25 feet. A variance of the front yard setback minimum requirement is needed to combine the two lots.






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

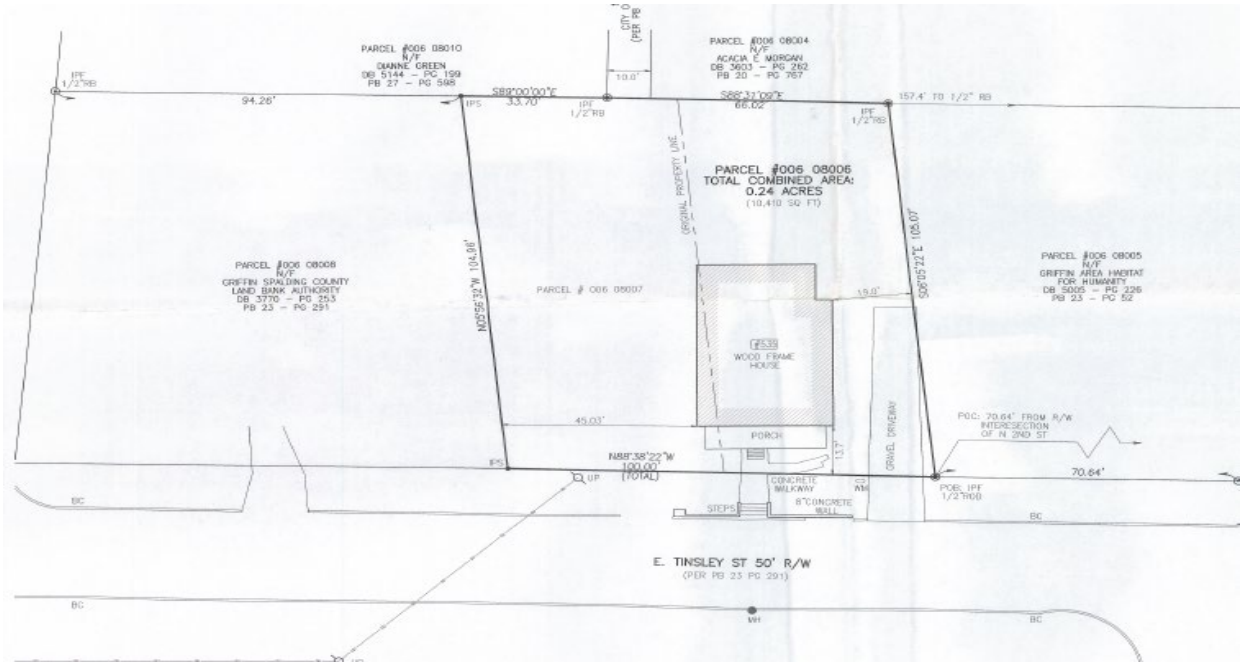
| | |
|---|---|
| Article 410 | Variance |
| Article 505 | Nonconforming Uses and Structures |
| Article 709 | High Density Residential A (HDR-A) |

**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 535 E Tinsley St. and the dwelling on 539 E Tinsley St. The parcel size of 535 E Tinsley St is approximately .10 +/- acres or 4300 square feet. This is below the minimum lot size requirement of 4800 square feet. Combining this lot with 539 E Tinsley St will remove the nonconformity. For 539 E Tinsley St., the lot meets the lot size requirements

for HDR-A; however, the existing structure does not meet the front setback requirement of 25 feet.

2. **The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**
The application of High-Density Residential A physical requirements would create a practical difficulty or unnecessary hardship with regards to the placement of the principal dwelling. 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 HDR-A, a new lot must be at least 4800 square feet. By combining the two parcels, the new lot will exceed the minimum lot size requirement. Another minimum lot standard in HDR-A is the setback requirements. According to the site plan which shows the placement of the existing dwelling, the rear and side setbacks will be met. The front yard setback is the issue. The front yard setback for HDR-A is 25 feet. The current front yard setback for 539 E Tinsley St is about 6.7 feet.




3. **Such conditions are peculiar to the piece of property involved.**
Such conditions are peculiar to the properties involved. The parcel at 535 E Tinsley St is extremely small and it will be difficult to build a house at this address. This is the reason for the lot combination. It was never the intention of Habitat for Humanity to build a house when the lot was purchased in 2022.

Planning Staff is also aware of other properties within the HDR-A zoning district with similar house placement and front yard setback issues as 539 E Tinsley St. Within Griffin, many houses encroach the front yard setback as the homes were built prior to the adoption of the current zoning in the City of Griffin.

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. Through the combination of the lots, the nonconformity of the .10 +/- acres lot will be removed and the new lot will meet the minimum requirements for the creation of a new lot in High-Density Residential A. Unfortunately, it is not feasible to move the house further back on the property to meet the front yard setback requirement. Therefore, the placement of the dwelling minimum requirements cannot be met.

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 HDR-A zoning district in this geographic area of the city have legal non-conforming structures according to the current requirements of the UDC.

**Planning & Development Department Review:**

The applicant, Mark Staples, is requesting a variance for Article 709 which states the physical requirements for the creation of a new parcel and the standards and placement of a residential dwelling. Mr. Staples would like to combine 535 and 539 East Tinsley Street to create a larger lot. Currently, 535 E. Tinsley St. is approximately .10 +/- acres and 539 E Tinsley St. is approximately .14 +/- acres. The new parcel will be a 0.24 +/- acres tract of land which does meet the minimum requirements for the creation of a new lot for the High-Density Residential A zoning district. However, the existing house located at 539 E Tinsley St. does not meet the front yard setback requirement of 25 feet. A variance of the front yard setback minimum requirement is needed to combine the two lots.

**Planning Staff Recommendation:**

Planning & Development staff recommends **APPROVAL** of the variance request (24–VAR-03) from the minimum front yard setback requirement for the lot combination of 535 and 539 East Tinsley Street submitted by Mark Staples.

**Submitted by:**

Michelle Haynes, Director
Planning and Development Services

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider a Resolution to amend the City of Griffin's Fiscal Year 2024-2025 Operating & Capital Budget for specific items in the amount of $21,706.11. *Finance Director Deborah Manning-Gilbert will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

This budget amendment will appropriate additional funds for the increased premium for the Georgia Interlocal Risk Management Agency (G.I.R.M.A.) Policy Renewal for 2024 - 2025 and reduces the appropriations for debt service for the renovations to One Griffin Center, the budgeted Pay for Performance Contingency and various internal cost allocations that are affected by the aforementioned changes in appropriations.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

This budget amendment appropriates additional funds totaling $129,984.88 for the increase in premium costs for the G.I.R.M.A. Policy Renewal for 2024 - 2025, decreases the appropriation for debt service for the renovations to One Griffin Center in the amount of $63,877.50, decreases the appropriation for the Pay for Performance Contingency in the amount of $3,430.98 and re-allocates the budgeted appropriations from the contingency accounts to the actual charge points, and recalculates various cost allocations resulting from the aforementioned items resulting in a reduced appropriation for cost allocations totaling $40,970.29.

**Submitted By:**
Angela Thompson

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20240924 BA Resolution Specific Items #1.pdf
Specific Items Budget Amendment #1.pdf

**RESOLUTION**

A RESOLUTION TO AMEND THE FISCAL YEAR 2024-2025 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $21,706.11

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

WHEREAS, on June 11, 2024, the Board of City Commissioners adopted the Fiscal Year 2024-2025 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Fiscal Year 2024-2025 Operating and Capital Budget by appropriating additional expenditures totaling $21,706.11 within the General, Water & Wastewater, Electric, Solid Waste, Airport Authority, Stormwater, Telecommunications, Golf Course, Motor Pool, Mainstreet and Downtown Development Authority Funds

BE IT RESOLVED by the Board of City Commissioners this 24th day of September, 2024, that the Fiscal Year 2024-2025 Operating & Capital Budget be, and is hereby, amended in the amount of $21,706.11 as follows:

**SEE DETAILED FISCAL YEAR 2024-2025 Operating & Capital Budget Specific Items Budget Amendment #1 - Attached**

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Fiscal Year 2024-2025 Operating Capital Budget
Specific Items Budget Amendment #1

| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| **Amendment #1 - GIRMA** | | | | |
| To increase budget for increased GIRMA Base Coverage | 101-1110-52-3100-0000 | Insurance, Other than Employee Benefits | 1,126.20 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1320-52-3100-0000 | Insurance, Other than Employee Benefits | 482.20 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1501-52-3100-0000 | Insurance, Other than Employee Benefits | 321.77 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1502-52-3100-0000 | Insurance, Other than Employee Benefits | 1,126.20 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1506-52-3100-0000 | Insurance, Other than Employee Benefits | 160.88 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1507-52-3100-0000 | Insurance, Other than Employee Benefits | 160.88 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1530-52-3100-0000 | Insurance, Other than Employee Benefits | 160.88 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1535-52-3100-0000 | Insurance, Other than Employee Benefits | 2,251.49 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1536-52-3100-0000 | Insurance, Other than Employee Benefits | 642.64 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1540-52-3100-0000 | Insurance, Other than Employee Benefits | 643.09 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1555-52-3100-0000 | Insurance, Other than Employee Benefits | 160.88 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1570-52-3100-0000 | Insurance, Other than Employee Benefits | 160.42 | - |
| To increase budget for increased GIRMA Base Coverage | 101-1665-52-3100-0000 | Insurance, Other than Employee Benefits | 480.84 | - |
| To increase budget for increased GIRMA Base Coverage | 101-2500-52-3100-0000 | Insurance, Other than Employee Benefits | 643.55 | - |
| To increase budget for increased GIRMA Base Coverage | 101-3220-52-3100-0000 | Insurance, Other than Employee Benefits | 59,195.42 | - |
| To increase budget for increased GIRMA Base Coverage | 101-3210-52-3100-0000 | Insurance, Other than Employee Benefits | 2,442.47 | - |
| To increase budget for increased GIRMA Base Coverage | 101-3250-52-3100-0000 | Insurance, Other than Employee Benefits | 802.15 | - |
| To increase budget for increased GIRMA Base Coverage | 101-3510-52-3100-0000 | Insurance, Other than Employee Benefits | 642.64 | - |
| To increase budget for increased GIRMA Base Coverage | 101-3520-52-3100-0000 | Insurance, Other than Employee Benefits | 9,641.29 | - |
| To increase budget for increased GIRMA Base Coverage | 101-3530-52-3100-0000 | Insurance, Other than Employee Benefits | 320.86 | - |
| To increase budget for increased GIRMA Base Coverage | 101-3910-52-3100-0000 | Insurance, Other than Employee Benefits | 320.86 | - |
| To increase budget for increased GIRMA Base Coverage | 101-4210-52-3100-0000 | Insurance, Other than Employee Benefits | 803.52 | - |
| To increase budget for increased GIRMA Base Coverage | 101-4220-52-3100-0000 | Insurance, Other than Employee Benefits | 4,638.75 | - |
| To increase budget for increased GIRMA Base Coverage | 101-4270-52-3100-0000 | Insurance, Other than Employee Benefits | 481.75 | - |
| To increase budget for increased GIRMA Base Coverage | 101-4910-52-3100-0000 | Insurance, Other than Employee Benefits | 639.89 | - |
| To increase budget for increased GIRMA Base Coverage | 101-5220-52-3100-0000 | Insurance, Other than Employee Benefits | 640.80 | - |
| To increase budget for increased GIRMA Base Coverage | 101-6210-52-3100-0000 | Insurance, Other than Employee Benefits | 802.61 | - |
| To increase budget for increased GIRMA Base Coverage | 101-6580-52-3100-0000 | Insurance, Other than Employee Benefits | 160.88 | - |
| To increase budget for increased GIRMA Base Coverage | 101-7320-52-3100-0000 | Insurance, Other than Employee Benefits | 160.88 | - |
| To increase budget for increased GIRMA Base Coverage | 101-7510-52-3100-0000 | Insurance, Other than Employee Benefits | 321.31 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4331-52-3100-0000 | Insurance, Other than Employee Benefits | 803.52 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4332-52-3100-0000 | Insurance, Other than Employee Benefits | 802.61 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4333-52-3100-0000 | Insurance, Other than Employee Benefits | 803.06 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4334-52-3100-0000 | Insurance, Other than Employee Benefits | 159.06 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4335-52-3100-0000 | Insurance, Other than Employee Benefits | 482.20 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4337-52-3100-0000 | Insurance, Other than Employee Benefits | 321.77 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4340-52-3100-0000 | Insurance, Other than Employee Benefits | 1,126.20 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4405-52-3100-0000 | Insurance, Other than Employee Benefits | 1,598.75 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4410-52-3100-0000 | Insurance, Other than Employee Benefits | - | (473.93) |
| To increase budget for increased GIRMA Base Coverage | 505-4431-52-3100-0000 | Insurance, Other than Employee Benefits | 1,445.23 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4432-52-3100-0000 | Insurance, Other than Employee Benefits | 1,446.15 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4440-52-3100-0000 | Insurance, Other than Employee Benefits | 2,549.51 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4450-52-3100-0000 | Insurance, Other than Employee Benefits | 2,089.24 | - |
| To increase budget for increased GIRMA Base Coverage | 505-4460-52-3100-0000 | Insurance, Other than Employee Benefits | 321.31 | - |
| To increase budget for increased GIRMA Base Coverage | 510-1590-52-3100-0000 | Insurance, Other than Employee Benefits | 3,216.35 | - |
| To increase budget for increased GIRMA Base Coverage | 510-4610-52-3100-0000 | Insurance, Other than Employee Benefits | 321.31 | - |
| To increase budget for increased GIRMA Base Coverage | 510-4620-52-3100-0000 | Insurance, Other than Employee Benefits | 1,279.78 | - |
| To increase budget for increased GIRMA Base Coverage | 510-4630-52-3100-0000 | Insurance, Other than Employee Benefits | 3,199.91 | - |
| To increase budget for increased GIRMA Base Coverage | 510-4640-52-3100-0000 | Insurance, Other than Employee Benefits | 160.43 | - |
| To increase budget for increased GIRMA Base Coverage | 510-4660-52-3100-0000 | Insurance, Other than Employee Benefits | 1,126.20 | - |
| To increase budget for increased GIRMA Base Coverage | 540-4510-52-3100-0000 | Insurance, Other than Employee Benefits | 642.63 | - |
| To increase budget for increased GIRMA Base Coverage | 540-4521-52-3100-0000 | Insurance, Other than Employee Benefits | 2,723.64 | - |
| To increase budget for increased GIRMA Base Coverage | 540-4522-52-3100-0000 | Insurance, Other than Employee Benefits | 1,280.70 | - |
| To increase budget for increased GIRMA Base Coverage | 540-4531-52-3100-0000 | Insurance, Other than Employee Benefits | 1,444.33 | - |
| To increase budget for increased GIRMA Base Coverage | 540-4532-52-3100-0000 | Insurance, Other than Employee Benefits | 1,111.13 | - |
| To increase budget for increased GIRMA Base Coverage | 550-6410-52-3100-0000 | Insurance, Other than Employee Benefits | 799.87 | - |
| To increase budget for increased GIRMA Base Coverage | 560-4710-52-3100-0000 | Insurance, Other than Employee Benefits | 481.74 | - |

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| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| To increase budget for increased GIRMA Base Coverage | 560-4720-52-3100-0000 | Insurance, Other than Employee Benefits | 2,399.59 | - |
| To increase budget for increased GIRMA Base Coverage | 560-4730-52-3100-0000 | Insurance, Other than Employee Benefits | 642.17 | - |
| To increase budget for increased GIRMA Base Coverage | 570-4750-52-3100-0000 | Insurance, Other than Employee Benefits | 642.64 | - |
| To increase budget for increased GIRMA Base Coverage | 591-5130-52-3100-0000 | Insurance, Other than Employee Benefits | 2,895.04 | - |
| To increase budget for increased GIRMA Base Coverage | 601-4800-52-3100-0000 | Insurance, Other than Employee Benefits | 1,443.86 | - |
| To increase budget for increased GIRMA Base Coverage | 952-6550-52-3100-0000 | Insurance, Other than Employee Benefits | 160.88 | - |
| | | **Subtotal - Amendment #1** | **130,458.81** | **(473.93)** |
| | | | | |
| **Amendment #2 - Debt Service, One Griffin Center Renovations** | | | | |
| To decrease budget due to difference in ESTIMATED GMA Brick & Mortar Financing and the ACTUAL Urban Re-Development Bond Financing | 101-1665-58-1200-0000 | Principal Expense Bonded Debt | 140,000.00 | - |
| To decrease budget due to difference in ESTIMATED GMA Brick & Mortar Financing and the ACTUAL Urban Re-Development Bond Financing | 101-1665-58-1300-0000 | Principal Expense Capital Leases | - | (126,255.00) |
| To decrease budget due to difference in ESTIMATED GMA Brick & Mortar Financing and the ACTUAL Urban Re-Development Bond Financing | 101-1665-58-2200-0000 | Interest Expense Bonded Debt | 187,752.50 | - |
| To decrease budget due to difference in ESTIMATED GMA Brick & Mortar Financing and the ACTUAL Urban Re-Development Bond Financing | 101-1665-58-2300-0000 | Interest Expense Capital Leases | - | (265,375.00) |
| | | **Subtotal - Amendment #2** | **327,752.50** | **(391,630.00)** |
| | | | | |
| **Amendment #3 - Adjust Pay for Performance from Estimated (Contingency) to Actual (Wage, FICA & Medicare)** | | | | |
| To reverse pay for performance contingency and replace with actual results | 101-1320-51-1160-0000 | Pay for Performance Contingency | - | (2,196.87) |
| To reverse pay for performance contingency and replace with actual results | 101-1501-51-1160-0000 | Pay for Performance Contingency | - | (3,488.91) |
| To reverse pay for performance contingency and replace with actual results | 101-1502-51-1160-0000 | Pay for Performance Contingency | - | (7,257.91) |
| To reverse pay for performance contingency and replace with actual results | 101-1506-51-1160-0000 | Pay for Performance Contingency | - | (1,028.65) |
| To reverse pay for performance contingency and replace with actual results | 101-1507-51-1160-0000 | Pay for Performance Contingency | - | (962.37) |
| To reverse pay for performance contingency and replace with actual results | 101-1530-51-1160-0000 | Pay for Performance Contingency | - | (2,066.26) |
| To reverse pay for performance contingency and replace with actual results | 101-1535-51-1160-0000 | Pay for Performance Contingency | - | (22,086.28) |
| To reverse pay for performance contingency and replace with actual results | 101-1536-51-1160-0000 | Pay for Performance Contingency | - | (5,406.26) |
| To reverse pay for performance contingency and replace with actual results | 101-1540-51-1160-0000 | Pay for Performance Contingency | - | (5,267.16) |
| To reverse pay for performance contingency and replace with actual results | 101-1555-51-1160-0000 | Pay for Performance Contingency | - | (1,881.08) |
| To reverse pay for performance contingency and replace with actual results | 101-1570-51-1160-0000 | Pay for Performance Contingency | - | (1,304.06) |
| To reverse pay for performance contingency and replace with actual results | 101-1665-51-1160-0000 | Pay for Performance Contingency | - | (2,527.33) |
| To reverse pay for performance contingency and replace with actual results | 101-2500-51-1160-0000 | Pay for Performance Contingency | - | (2,843.48) |
| To reverse pay for performance contingency and replace with actual results | 101-3220-51-1160-0000 | Pay for Performance Contingency | - | (107,908.78) |
| To reverse pay for performance contingency and replace with actual results | 101-3210-51-1160-0000 | Pay for Performance Contingency | - | (6,472.78) |
| To reverse pay for performance contingency and replace with actual results | 101-3250-51-1160-0000 | Pay for Performance Contingency | - | (3,818.21) |
| To reverse pay for performance contingency and replace with actual results | 101-3510-51-1160-0000 | Pay for Performance Contingency | - | (6,162.13) |
| To reverse pay for performance contingency and replace with actual results | 101-3520-51-1160-0000 | Pay for Performance Contingency | - | (65,745.99) |
| To reverse pay for performance contingency and replace with actual results | 101-3530-51-1160-0000 | Pay for Performance Contingency | - | (3,132.08) |
| To reverse pay for performance contingency and replace with actual results | 101-3910-51-1160-0000 | Pay for Performance Contingency | - | (1,723.67) |
| To reverse pay for performance contingency and replace with actual results | 101-4210-51-1160-0000 | Pay for Performance Contingency | - | (4,458.07) |
| To reverse pay for performance contingency and replace with actual results | 101-4220-51-1160-0000 | Pay for Performance Contingency | - | (23,265.62) |
| To reverse pay for performance contingency and replace with actual results | 101-4270-51-1160-0000 | Pay for Performance Contingency | - | (2,847.26) |
| To reverse pay for performance contingency and replace with actual results | 101-4910-51-1160-0000 | Pay for Performance Contingency | - | (3,416.90) |
| To reverse pay for performance contingency and replace with actual results | 101-5220-51-1160-0000 | Pay for Performance Contingency | - | (2,766.66) |
| To reverse pay for performance contingency and replace with actual results | 101-6210-51-1160-0000 | Pay for Performance Contingency | - | (5,900.98) |
| To reverse pay for performance contingency and replace with actual results | 101-6580-51-1160-0000 | Pay for Performance Contingency | - | (1,303.62) |
| To reverse pay for performance contingency and replace with actual results | 101-7320-51-1160-0000 | Pay for Performance Contingency | - | (1,194.28) |
| To reverse pay for performance contingency and replace with actual results | 101-7510-51-1160-0000 | Pay for Performance Contingency | - | (2,725.01) |
| To reverse pay for performance contingency and replace with actual results | 505-4331-51-1160-0000 | Pay for Performance Contingency | - | (5,961.43) |
| To reverse pay for performance contingency and replace with actual results | 505-4332-51-1160-0000 | Pay for Performance Contingency | - | (5,913.69) |
| To reverse pay for performance contingency and replace with actual results | 505-4333-51-1160-0000 | Pay for Performance Contingency | - | (5,251.63) |
| To reverse pay for performance contingency and replace with actual results | 505-4334-51-1160-0000 | Pay for Performance Contingency | - | (666.36) |
| To reverse pay for performance contingency and replace with actual results | 505-4335-51-1160-0000 | Pay for Performance Contingency | - | (3,072.10) |
| To reverse pay for performance contingency and replace with actual results | 505-4337-51-1160-0000 | Pay for Performance Contingency | - | (1,875.75) |
| To reverse pay for performance contingency and replace with actual results | 505-4340-51-1160-0000 | Pay for Performance Contingency | - | (6,389.43) |
| To reverse pay for performance contingency and replace with actual results | 505-4405-51-1160-0000 | Pay for Performance Contingency | - | (3,252.13) |
| To reverse pay for performance contingency and replace with actual results | 505-4410-51-1160-0000 | Pay for Performance Contingency | - | (1,900.40) |
| To reverse pay for performance contingency and replace with actual results | 505-4431-51-1160-0000 | Pay for Performance Contingency | - | (9,560.60) |
| To reverse pay for performance contingency and replace with actual results | 505-4432-51-1160-0000 | Pay for Performance Contingency | - | (8,808.02) |
| To reverse pay for performance contingency and replace with actual results | 505-4440-51-1160-0000 | Pay for Performance Contingency | - | (13,520.02) |
| To reverse pay for performance contingency and replace with actual results | 505-4450-51-1160-0000 | Pay for Performance Contingency | - | (10,992.06) |
| To reverse pay for performance contingency and replace with actual results | 505-4460-51-1160-0000 | Pay for Performance Contingency | - | (2,111.49) |
| To reverse pay for performance contingency and replace with actual results | 510-1590-51-1160-0000 | Pay for Performance Contingency | - | (15,670.71) |
| To reverse pay for performance contingency and replace with actual results | 510-4610-51-1160-0000 | Pay for Performance Contingency | - | (4,551.24) |
| To reverse pay for performance contingency and replace with actual results | 510-4620-51-1160-0000 | Pay for Performance Contingency | - | (10,226.72) |

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| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| To reverse pay for performance contingency and replace with actual results | 510-4630-51-1160-0000 | Pay for Performance Contingency | - | (29,344.80) |
| To reverse pay for performance contingency and replace with actual results | 510-4640-51-1160-0000 | Pay for Performance Contingency | - | (880.87) |
| To reverse pay for performance contingency and replace with actual results | 510-4660-51-1160-0000 | Pay for Performance Contingency | - | (7,144.58) |
| To reverse pay for performance contingency and replace with actual results | 540-4510-51-1160-0000 | Pay for Performance Contingency | - | (5,400.06) |
| To reverse pay for performance contingency and replace with actual results | 540-4521-51-1160-0000 | Pay for Performance Contingency | - | (12,320.19) |
| To reverse pay for performance contingency and replace with actual results | 540-4522-51-1160-0000 | Pay for Performance Contingency | - | (6,455.23) |
| To reverse pay for performance contingency and replace with actual results | 540-4531-51-1160-0000 | Pay for Performance Contingency | - | (7,371.66) |
| To reverse pay for performance contingency and replace with actual results | 540-4532-51-1160-0000 | Pay for Performance Contingency | - | (6,697.96) |
| To reverse pay for performance contingency and replace with actual results | 550-6510-51-1160-0000 | Pay for Performance Contingency | - | (4,330.46) |
| To reverse pay for performance contingency and replace with actual results | 560-4710-51-1160-0000 | Pay for Performance Contingency | - | (2,159.07) |
| To reverse pay for performance contingency and replace with actual results | 560-4720-51-1160-0000 | Pay for Performance Contingency | - | (13,055.63) |
| To reverse pay for performance contingency and replace with actual results | 560-4730-51-1160-0000 | Pay for Performance Contingency | - | (3,506.85) |
| To reverse pay for performance contingency and replace with actual results | 570-4750-51-1160-0000 | Pay for Performance Contingency | - | (5,494.59) |
| To reverse pay for performance contingency and replace with actual results | 591-5130-51-1160-0000 | Pay for Performance Contingency | - | (8,581.86) |
| To reverse pay for performance contingency and replace with actual results | 601-4800-51-1160-0000 | Pay for Performance Contingency | - | (8,742.25) |
| To reverse pay for performance contingency and replace with actual results | 952-6550-51-1160-0000 | Pay for Performance Contingency | - | (1,006.71) |
| To reverse pay for performance contingency and replace with actual results | 101-1320-51-1100-0000 | Wages | 3,577.60 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1501-51-1100-0000 | Wages | 3,244.80 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1502-51-1100-0000 | Wages | 5,241.60 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1506-51-1100-0000 | Wages | 1,913.60 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1507-51-1100-0000 | Wages | 894.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1530-51-1100-0000 | Wages | 2,870.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1535-51-1100-0000 | Wages | 32,281.60 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1536-51-1100-0000 | Wages | 6,406.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1540-51-1100-0000 | Wages | 7,904.00 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1555-51-1100-0000 | Wages | 3,494.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1570-51-1100-0000 | Wages | 2,412.80 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1665-51-1100-0000 | Wages | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-2500-51-1100-0000 | Wages | 2,995.20 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3220-51-1100-0000 | Wages | 113,414.08 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3210-51-1100-0000 | Wages | 4,264.00 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3250-51-1100-0000 | Wages | 3,182.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3510-51-1100-0000 | Wages | 4,680.00 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3520-51-1100-0000 | Wages | 68,534.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3530-51-1100-0000 | Wages | 3,536.00 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3910-51-1100-0000 | Wages | 1,601.60 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4210-51-1100-0000 | Wages | 3,140.80 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4220-51-1100-0000 | Wages | 12,396.80 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4270-51-1100-0000 | Wages | 3,452.80 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4910-51-1100-0000 | Wages | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-5220-51-1100-0000 | Wages | 1,684.80 | - |
| To reverse pay for performance contingency and replace with actual results | 101-6210-51-1100-0000 | Wages | 5,262.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-6580-51-1100-0000 | Wages | 2,412.80 | - |
| To reverse pay for performance contingency and replace with actual results | 101-7320-51-1100-0000 | Wages | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-7510-51-1100-0000 | Wages | 2,870.40 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4331-51-1100-0000 | Wages | 5,304.00 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4332-51-1100-0000 | Wages | 4,825.60 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4333-51-1100-0000 | Wages | 4,596.80 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4334-51-1100-0000 | Wages | - | - |
| To reverse pay for performance contingency and replace with actual results | 505-4335-51-1100-0000 | Wages | 2,433.60 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4337-51-1100-0000 | Wages | 769.60 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4340-51-1100-0000 | Wages | 3,369.60 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4405-51-1100-0000 | Wages | 3,099.20 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4410-51-1100-0000 | Wages | 2,641.60 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4431-51-1100-0000 | Wages | 6,198.40 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4432-51-1100-0000 | Wages | 4,284.80 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4440-51-1100-0000 | Wages | 8,320.00 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4450-51-1100-0000 | Wages | 9,235.20 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4460-51-1100-0000 | Wages | 2,579.20 | - |
| To reverse pay for performance contingency and replace with actual results | 510-1590-51-1100-0000 | Wages | 14,372.80 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4610-51-1100-0000 | Wages | 7,176.00 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4620-51-1100-0000 | Wages | 14,019.20 | - |

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| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| To reverse pay for performance contingency and replace with actual results | 510-4630-51-1100-0000 | Wages | 28,329.60 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4640-51-1100-0000 | Wages | 811.20 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4660-51-1100-0000 | Wages | 8,694.40 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4510-51-1100-0000 | Wages | 3,307.20 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4521-51-1100-0000 | Wages | 6,614.40 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4522-51-1100-0000 | Wages | 4,035.20 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4531-51-1100-0000 | Wages | 2,704.00 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4532-51-1100-0000 | Wages | 2,308.80 | - |
| To reverse pay for performance contingency and replace with actual results | 550-6510-51-1100-0000 | Wages | 6,344.00 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4710-51-1100-0000 | Wages | 1,747.20 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4720-51-1100-0000 | Wages | 8,091.20 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4730-51-1100-0000 | Wages | 1,622.40 | - |
| To reverse pay for performance contingency and replace with actual results | 570-4750-51-1100-0000 | Wages | 6,448.00 | - |
| To reverse pay for performance contingency and replace with actual results | 591-5130-51-1100-0000 | Wages | 6,739.20 | - |
| To reverse pay for performance contingency and replace with actual results | 601-4800-51-1100-0000 | Wages | 6,198.40 | - |
| To reverse pay for performance contingency and replace with actual results | 952-6550-51-1100-0000 | Wages | 1,393.60 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1320-51-2200-0000 | FICA | 221.81 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1501-51-2200-0000 | FICA | 201.18 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1502-51-2200-0000 | FICA | 324.98 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1506-51-2200-0000 | FICA | 118.64 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1507-51-2200-0000 | FICA | 55.45 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1530-51-2200-0000 | FICA | 177.96 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1535-51-2200-0000 | FICA | 2,001.46 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1536-51-2200-0000 | FICA | 397.20 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1540-51-2200-0000 | FICA | 490.05 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1555-51-2200-0000 | FICA | 216.65 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1570-51-2200-0000 | FICA | 149.59 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1665-51-2200-0000 | FICA | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-2500-51-2200-0000 | FICA | 185.70 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3220-51-2200-0000 | FICA | 7,031.67 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3210-51-2200-0000 | FICA | 264.37 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3250-51-2200-0000 | FICA | 197.31 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3510-51-2200-0000 | FICA | 290.16 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3520-51-2200-0000 | FICA | 4,249.13 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3530-51-2200-0000 | FICA | 219.23 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3910-51-2200-0000 | FICA | 99.30 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4210-51-2200-0000 | FICA | 194.73 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4220-51-2200-0000 | FICA | 768.60 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4270-51-2200-0000 | FICA | 214.07 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4910-51-2200-0000 | FICA | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-5220-51-2200-0000 | FICA | 104.46 | - |
| To reverse pay for performance contingency and replace with actual results | 101-6210-51-2200-0000 | FICA | 326.27 | - |
| To reverse pay for performance contingency and replace with actual results | 101-6580-51-2200-0000 | FICA | 149.59 | - |
| To reverse pay for performance contingency and replace with actual results | 101-7320-51-2200-0000 | FICA | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-7510-51-2200-0000 | FICA | 177.96 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4331-51-2200-0000 | FICA | 328.85 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4332-51-2200-0000 | FICA | 299.19 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4333-51-2200-0000 | FICA | 285.00 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4334-51-2200-0000 | FICA | - | - |
| To reverse pay for performance contingency and replace with actual results | 505-4335-51-2200-0000 | FICA | 150.88 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4337-51-2200-0000 | FICA | 47.72 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4340-51-2200-0000 | FICA | 208.92 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4405-51-2200-0000 | FICA | 192.15 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4410-51-2200-0000 | FICA | 163.78 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4431-51-2200-0000 | FICA | 384.30 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4432-51-2200-0000 | FICA | 265.66 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4440-51-2200-0000 | FICA | 515.84 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4450-51-2200-0000 | FICA | 572.58 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4460-51-2200-0000 | FICA | 159.91 | - |
| To reverse pay for performance contingency and replace with actual results | 510-1590-51-2200-0000 | FICA | 891.11 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4610-51-2200-0000 | FICA | 444.91 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4620-51-2200-0000 | FICA | 869.19 | - |

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| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| To reverse pay for performance contingency and replace with actual results | 510-4630-51-2200-0000 | FICA | 1,756.44 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4640-51-2200-0000 | FICA | 50.29 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4660-51-2200-0000 | FICA | 539.05 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4510-51-2200-0000 | FICA | 205.05 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4521-51-2200-0000 | FICA | 410.09 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4522-51-2200-0000 | FICA | 250.18 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4531-51-2200-0000 | FICA | 167.65 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4532-51-2200-0000 | FICA | 143.15 | - |
| To reverse pay for performance contingency and replace with actual results | 550-6510-51-2200-0000 | FICA | 393.33 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4710-51-2200-0000 | FICA | 108.33 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4720-51-2200-0000 | FICA | 501.65 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4730-51-2200-0000 | FICA | 100.59 | - |
| To reverse pay for performance contingency and replace with actual results | 570-4750-51-2200-0000 | FICA | 399.78 | - |
| To reverse pay for performance contingency and replace with actual results | 591-5130-51-2200-0000 | FICA | 417.83 | - |
| To reverse pay for performance contingency and replace with actual results | 601-4800-51-2200-0000 | FICA | 384.30 | - |
| To reverse pay for performance contingency and replace with actual results | 952-6550-51-2200-0000 | FICA | 86.40 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1320-51-2300-0000 | Medicare | 51.88 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1501-51-2300-0000 | Medicare | 47.05 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1502-51-2300-0000 | Medicare | 76.00 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1506-51-2300-0000 | Medicare | 27.75 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1507-51-2300-0000 | Medicare | 12.97 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1530-51-2300-0000 | Medicare | 41.62 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1535-51-2300-0000 | Medicare | 468.08 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1536-51-2300-0000 | Medicare | 92.89 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1540-51-2300-0000 | Medicare | 114.61 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1555-51-2300-0000 | Medicare | 50.67 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1570-51-2300-0000 | Medicare | 34.99 | - |
| To reverse pay for performance contingency and replace with actual results | 101-1665-51-2300-0000 | Medicare | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-2500-51-2300-0000 | Medicare | 43.43 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3220-51-2300-0000 | Medicare | 1,644.50 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3210-51-2300-0000 | Medicare | 61.83 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3250-51-2300-0000 | Medicare | 46.14 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3510-51-2300-0000 | Medicare | 67.86 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3520-51-2300-0000 | Medicare | 993.75 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3530-51-2300-0000 | Medicare | 51.27 | - |
| To reverse pay for performance contingency and replace with actual results | 101-3910-51-2300-0000 | Medicare | 23.22 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4210-51-2300-0000 | Medicare | 45.54 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4220-51-2300-0000 | Medicare | 179.75 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4270-51-2300-0000 | Medicare | 50.07 | - |
| To reverse pay for performance contingency and replace with actual results | 101-4910-51-2300-0000 | Medicare | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-5220-51-2300-0000 | Medicare | 24.43 | - |
| To reverse pay for performance contingency and replace with actual results | 101-6210-51-2300-0000 | Medicare | 76.30 | - |
| To reverse pay for performance contingency and replace with actual results | 101-6580-51-2300-0000 | Medicare | 34.99 | - |
| To reverse pay for performance contingency and replace with actual results | 101-7320-51-2300-0000 | Medicare | - | - |
| To reverse pay for performance contingency and replace with actual results | 101-7510-51-2300-0000 | Medicare | 41.62 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4331-51-2300-0000 | Medicare | 76.91 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4332-51-2300-0000 | Medicare | 69.97 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4333-51-2300-0000 | Medicare | 66.65 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4334-51-2300-0000 | Medicare | - | - |
| To reverse pay for performance contingency and replace with actual results | 505-4335-51-2300-0000 | Medicare | 35.29 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4337-51-2300-0000 | Medicare | 11.16 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4340-51-2300-0000 | Medicare | 48.86 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4405-51-2300-0000 | Medicare | 44.94 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4410-51-2300-0000 | Medicare | 38.30 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4431-51-2300-0000 | Medicare | 89.88 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4432-51-2300-0000 | Medicare | 62.13 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4440-51-2300-0000 | Medicare | 120.64 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4450-51-2300-0000 | Medicare | 133.91 | - |
| To reverse pay for performance contingency and replace with actual results | 505-4460-51-2300-0000 | Medicare | 37.40 | - |
| To reverse pay for performance contingency and replace with actual results | 510-1590-51-2300-0000 | Medicare | 208.41 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4610-51-2300-0000 | Medicare | 104.05 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4620-51-2300-0000 | Medicare | 203.28 | - |

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Specific Items Budget Amendment #1

| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| To reverse pay for performance contingency and replace with actual results | 510-4630-51-2300-0000 | Medicare | 410.78 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4640-51-2300-0000 | Medicare | 11.76 | - |
| To reverse pay for performance contingency and replace with actual results | 510-4660-51-2300-0000 | Medicare | 126.07 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4510-51-2300-0000 | Medicare | 47.95 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4521-51-2300-0000 | Medicare | 95.91 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4522-51-2300-0000 | Medicare | 58.51 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4531-51-2300-0000 | Medicare | 39.21 | - |
| To reverse pay for performance contingency and replace with actual results | 540-4532-51-2300-0000 | Medicare | 33.48 | - |
| To reverse pay for performance contingency and replace with actual results | 550-6510-51-2300-0000 | Medicare | 91.99 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4710-51-2300-0000 | Medicare | 25.33 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4720-51-2300-0000 | Medicare | 117.32 | - |
| To reverse pay for performance contingency and replace with actual results | 560-4730-51-2300-0000 | Medicare | 23.52 | - |
| To reverse pay for performance contingency and replace with actual results | 570-4750-51-2300-0000 | Medicare | 93.50 | - |
| To reverse pay for performance contingency and replace with actual results | 591-5130-51-2300-0000 | Medicare | 97.72 | - |
| To reverse pay for performance contingency and replace with actual results | 601-4800-51-2300-0000 | Medicare | 89.88 | - |
| To reverse pay for performance contingency and replace with actual results | 952-6550-51-2300-0000 | Medicare | 20.21 | - |
| | | **Subtotal - Amendment #3** | **529,944.23** | **(533,375.21)** |
| | | | | |
| **Amendment #4 - Adjust Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual** | | | | |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1110-55-1100-0000 | Indirect Cost Allocation Expense | - | (594.86) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1320-55-1100-0000 | Indirect Cost Allocation Expense | - | (262.60) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1501-55-1100-0000 | Indirect Cost Allocation Expense | - | (168.51) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1502-55-1100-0000 | Indirect Cost Allocation Expense | - | (573.41) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1506-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1507-55-1100-0000 | Indirect Cost Allocation Expense | - | (84.11) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1530-55-1100-0000 | Indirect Cost Allocation Expense | - | (86.04) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1535-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,540.46) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1536-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1540-55-1100-0000 | Indirect Cost Allocation Expense | - | (362.77) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1555-55-1100-0000 | Indirect Cost Allocation Expense | - | (87.68) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1570-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1665-55-1100-0000 | Indirect Cost Allocation Expense | 124.83 | - |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-2500-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-3220-55-1100-0000 | Indirect Cost Allocation Expense | - | (8,135.09) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-3210-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-3250-55-1100-0000 | Indirect Cost Allocation Expense | - | (419.79) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-3510-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-3520-55-1100-0000 | Indirect Cost Allocation Expense | - | (5,033.10) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-3530-55-1100-0000 | Indirect Cost Allocation Expense | - | (167.92) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-3910-55-1100-0000 | Indirect Cost Allocation Expense | - | (167.92) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-4210-55-1100-0000 | Indirect Cost Allocation Expense | - | (419.79) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-4220-55-1100-0000 | Indirect Cost Allocation Expense | - | (2,430.38) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-4270-55-1100-0000 | Indirect Cost Allocation Expense | - | (251.88) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-4910-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-5220-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-6210-55-1100-0000 | Indirect Cost Allocation Expense | - | (419.79) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-6580-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-7320-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-7510-55-1100-0000 | Indirect Cost Allocation Expense | - | (167.92) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4331-55-1100-0000 | Indirect Cost Allocation Expense | - | (419.79) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4332-55-1100-0000 | Indirect Cost Allocation Expense | - | (419.79) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4333-55-1100-0000 | Indirect Cost Allocation Expense | - | (419.79) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4334-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4335-55-1100-0000 | Indirect Cost Allocation Expense | - | (251.88) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4337-55-1100-0000 | Indirect Cost Allocation Expense | - | (167.92) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4340-55-1100-0000 | Indirect Cost Allocation Expense | - | (587.71) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4405-55-1100-0000 | Indirect Cost Allocation Expense | - | (503.75) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4410-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4431-55-1100-0000 | Indirect Cost Allocation Expense | - | (755.63) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4432-55-1100-0000 | Indirect Cost Allocation Expense | - | (755.63) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4440-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,343.34) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4450-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,091.47) |

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| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 505-4460-55-1100-0000 | Indirect Cost Allocation Expense | - | (167.92) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 510-1590-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,679.18) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 510-4610-55-1100-0000 | Indirect Cost Allocation Expense | - | (167.92) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 510-4620-55-1100-0000 | Indirect Cost Allocation Expense | - | (671.67) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 510-4630-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,696.85) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 510-4640-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 510-4660-55-1100-0000 | Indirect Cost Allocation Expense | - | (587.71) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 540-4510-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 540-4521-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,427.30) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 540-4522-55-1100-0000 | Indirect Cost Allocation Expense | - | (671.67) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 540-4531-55-1100-0000 | Indirect Cost Allocation Expense | - | (755.63) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 540-4532-55-1100-0000 | Indirect Cost Allocation Expense | - | (587.71) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 550-6510-55-1100-0000 | Indirect Cost Allocation Expense | - | (419.79) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 560-4710-55-1100-0000 | Indirect Cost Allocation Expense | - | (251.88) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 560-4720-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,259.38) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 560-4730-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 570-4750-55-1100-0000 | Indirect Cost Allocation Expense | - | (335.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 591-5130-55-1100-0000 | Indirect Cost Allocation Expense | - | (1,511.26) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 601-4800-55-1100-0000 | Indirect Cost Allocation Expense | - | (755.63) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 952-6550-55-1100-0000 | Indirect Cost Allocation Expense | - | (83.96) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1110-34-1700-0000 | Indirect Cost Allocation Revenue | - | (531.34) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1320-34-1700-0000 | Indirect Cost Allocation Revenue | - | (1,874.02) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1401-34-1700-0000 | Indirect Cost Allocation Revenue | - | - |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1501-34-1700-0000 | Indirect Cost Allocation Revenue | - | (157.38) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1502-34-1700-0000 | Indirect Cost Allocation Revenue | 1,062.54 | - |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1507-34-1700-0000 | Indirect Cost Allocation Revenue | - | (77.22) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1530-34-1700-0000 | Indirect Cost Allocation Revenue | - | (1,098.56) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1535-34-1700-0000 | Indirect Cost Allocation Revenue | - | (13,375.89) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1540-34-1700-0000 | Indirect Cost Allocation Revenue | - | (3,521.82) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1555-34-1700-0000 | Indirect Cost Allocation Revenue | - | (1,953.84) |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1665-34-1700-0000 | Indirect Cost Allocation Revenue | 65,799.16 | - |
| To adjust Indirect Cost Allocations for changes in GIRMA, Facilities Debt Service and adjustments for replacing Pay for Performance Contingency with Actual | 101-1701-34-1700-0000 | Indirect Cost Allocation Revenue | - | - |
| | | **Subtotal - Amendment #4** | **66,986.53** | **(66,986.53)** |
| | | | | |
| **Adjustment #5 - Adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation** | | | | |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 101-3210-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 136.98 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 101-3510-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 136.99 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 101-4220-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 136.98 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 101-7510-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 68.49 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 505-4405-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 273.95 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 510-4610-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 273.95 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 540-4510-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 273.95 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 560-4710-55-1102-0000 | Citizen Engagement Cost Allocation Expense | 68.49 | - |
| To adjust Citizen Engagement Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 101-1570-34-1700-0000 | Citizen Engagement Cost Allocation Revenue | - | (1,369.78) |
| | | **Subtotal - Amendment #5** | 1,369.78 | (1,369.78) |
| | | | | |
| **Adjustment #6 - Adjust Economic Development Cost Allocation for changes to GIRMA, Pay for Performance, Indirect Cost Allocation and Citizen Engagement Cost Allocation** | | | | |
| To adjust Economic Development Cost Allocation for changes to GIRMA, Pay for Performance, Indirect Cost Allocation and Citizen Engagement Cost Allocation | 952-6550-55-1103-0000 | Economic Development Cost Allocation Expense | 195.62 | - |
| To adjust Economic Development Cost Allocation for changes to GIRMA, Pay for Performance, Indirect Cost Allocation and Citizen Engagement Cost Allocation | 953-6555-55-1103-0000 | Economic Development Cost Allocation Expense | 195.62 | - |
| To adjust Economic Development Cost Allocation for changes to GIRMA, Pay for Performance, Indirect Cost Allocation and Citizen Engagement Cost Allocation | 101-7510-34-1700-0000 | Economic Development Cost Allocation Revenue | - | (391.24) |
| | | **Subtotal - Amendment #6** | **391.24** | **(391.24)** |
| | | | | |
| **Adjustment #7 - Adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation** | | | | |
| To adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 505-4340-55-1105-0000 | GIS Cost Allocation Expense | 256.72 | - |
| To adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 505-4440-55-1105-0000 | GIS Cost Allocation Expense | 256.72 | - |
| To adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 510-4620-55-1105-0000 | GIS Cost Allocation Expense | 256.72 | - |
| To adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 540-4510-55-1105-0000 | GIS Cost Allocation Expense | 256.72 | - |
| To adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 560-4710-55-1105-0000 | GIS Cost Allocation Expense | 256.72 | - |
| To adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 570-4750-55-1105-0000 | GIS Cost Allocation Expense | 256.72 | - |
| To adjust GIS Services Cost Allocation for changes to GIRMA, Pay for Performance and Indirect Cost Allocation | 101-1536-34-1750-0000 | GIS Cost Allocation Revenue | - | (1,540.32) |
| | | **Subtotal - Amendment #7** | **1,540.32** | **(1,540.32)** |

Fiscal Year 2024-2025 Operating Capital Budget
Specific Items Budget Amendment #1

| Item or Project | Account Number | Account Description | Budgetary Debit | Budgetary Credit |
|---|---|---|---|---|
| **Adjustment #8 - Adjust Interfund Transfers necessitated by the results of the preceding adjustments** | | | | |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 101-0000-61-1012-0000 | General Fund Transfers to Solid Waste Fund | - | (13,869.37) |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 101-0000-61-1015-0000 | General Fund Transfers to Airport Authority Fund | 2,878.94 | - |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 101-0000-61-1018-0000 | General Fund Transfers to Golf Course Fund | 56.67 | - |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 101-0000-61-1019-0000 | General Fund Transfers to Motor Pool Fund | - | (1,381.44) |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 101-0000-61-1027-0000 | General Fund Transfers to Mainstreet Fund | 766.04 | - |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 101-0000-61-1030-0000 | General Fund Transfers to Downtown Development Authority Fund | 195.62 | - |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 540-0000-39-1200-0000 | Solid Waste Transfers from General Fund | 13,869.37 | - |
| | | | | |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 550-0000-39-1200-0000 | Airport Authority Fund Transfers from General Fund | - | (2,878.94) |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 591-0000-39-1200-0000 | Golf Course Fund Transfers from General Fund | - | (56.67) |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 601-0000-39-1200-0000 | Motor Pool Fund Transfers from General Fund | 1,381.44 | - |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 952-0000-39-1200-0000 | Mainstreet Fund Transfers from General Fund | - | (766.04) |
| To adjust interfund transfers due to adjustments to GIRMA, One Griffin Center Renovations Debt Service, Pay for Performance and Cost Allocations | 953-0000-39-1200-0000 | Downtown Development Authority Fund Transfers from General Fund | - | (195.62) |
| | | **Subtotal - Amendment #8** | **19,148.08** | **(19,148.08)** |
| | | | | |
| | | **Grand Total** | **1,077,591.49** | **(1,014,915.09)** |
| | | | | |
| | Revenue | Total Revenue | 66,861.70 | (25,891.41) |
| | Expense | Total Expenditures/Expenses | 991,581.71 | (969,875.60) |
| | Transfers In | Total Transfers In | 15,250.81 | (3,897.27) |
| | Transfers Out | Total Transfer Out | 3,897.27 | (15,250.81) |
| | | **Total Budgetary Debits/Credits** | **1,077,591.49** | **(1,014,915.09)** |
| | | | | |
| | | **BY Fund** | | |
| | | General Fund | 816,554.55 | (757,655.78) |
| | | Water & Wastewater Fund | 76,804.42 | (86,801.58) |
| | | Electric Fund | 88,853.19 | (72,706.21) |
| | | Solid Waste Fund | 42,023.25 | (42,023.25) |
| | | Airport Authority Fund | 7,629.19 | (7,629.19) |
| | | Stormwater Fund | 16,186.25 | (20,568.65) |
| | | Telecommunications Fund | 7,840.64 | (5,830.43) |
| | | Golf Course Fund | 10,149.79 | (10,149.79) |
| | | Motor Pool Fund | 9,497.88 | (9,497.88) |
| | | Mainstreet Fund | 1,856.71 | (1,856.71) |
| | | DDA Fund | 195.62 | (195.62) |
| | | **Total All Funds** | **1,077,591.49** | **(1,014,915.09)** |

# CITY OF GRIFFIN
## FISCAL YEAR 2024 - 2025 OPERATING and CAPITAL BUDGETS
## STATEMENT OF CASH FLOWS - Following Specific Items Budget Amendment #1

| Fund | | | Revenue | Expense | Projected Surplus/ (Deficit) | Add Back Non-cash Expenses - Depreciation | Cash Available (Needed) for Capital and Debt Payments | Deduct Non-Expensed Uses of Cash - Capital and Debt Payments | Cash Available (Needed) after Capital and Debt Payments | Cash Reserved and Restricted | BUDGETED Transfers IN | BUDGETED Transfers OUT | Net Budgeted Transfers | Final Cash Position |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **General Fund** | 101 | Tot | $ 26,962,104 | $ 38,297,265 | $ (11,335,161) | $ 0 | $ (11,335,161) | $ 0 | $ (11,335,161) | $ (566,734) | $ 13,144,990 | $ (2,376,563) | $ 10,768,427 | $ 0 |
| 54 Capital Outlay | 101 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 101 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | (566,734) | | | | |
| **Confiscated Assets Fund*** | 210 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 210 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 210 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **CDBG 2023** | 235 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 |
| 54 Capital Outlay | 235 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 235 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **CDBG 2024** | 237 | Tot | 1,000,000 | 1,581,945 | (581,945) | 0 | (581,945) | 0 | (581,945) | 0 | 581,945 | 0 | 581,945 | 0 |
| 54 Capital Outlay | 237 | | | | | | | 0 | | | | | | |
| 56 Depreciation | 237 | | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **ARPA Fund** | 234 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 234 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 234 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Multiple Grant Fund** | 251 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 251 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 251 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Community Housing (CHIP)*** | 252 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 252 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 252 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Neighborhood Program (NSP)*** | 253 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 253 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 253 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **FEMA Disaster Fund** | 254 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 254 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 254 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Neighborhood Program (NSP3)*** | 255 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 255 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 255 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Tax Incentive Program (TIP)*** | 270 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 270 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 270 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |

# CITY OF GRIFFIN
## FISCAL YEAR 2024 - 2025 OPERATING and CAPITAL BUDGETS
## STATEMENT OF CASH FLOWS - Following Specific Items Budget Amendment #1

| Fund | | | Revenue | Expense | Projected Surplus/ (Deficit) | Add Back Non-cash Expenses - Depreciation | Cash Available (Needed) for Capital and Debt Payments | Deduct Non-Expensed Uses of Cash - Capital and Debt Payments | Cash Available (Needed) after Capital and Debt Payments | Cash Reserved and Restricted | BUDGETED Transfers IN | BUDGETED Transfers OUT | Net Budgeted Transfers | Final Cash Position |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Tax Allocation District (TAD#1)*** | 271 | Tot | 290,000 | 0 | 290,000 | 0 | 290,000 | 0 | 290,000 | (155,000) | 0 | (445,000) | (445,000) | 0 |
| 54 Capital Outlay | 271 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 271 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | (155,000) | | | | |
| **Tax Allocation District (TAD#2)*** | 272 | Tot | 482,500 | 54,670 | 427,830 | 0 | 427,830 | 0 | 427,830 | 427,830 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 272 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 272 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 427,830 | | | | |
| **Hotel Motel Tax Fund** | 275 | Tot | 150,000 | 65,625 | 84,375 | 0 | 84,375 | 0 | 84,375 | 0 | 0 | (84,375) | (84,375) | 0 |
| 54 Capital Outlay | 275 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 275 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Police Technology Fund*** | 281 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 281 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 281 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | 0 | | 0 | | | | |
| **Court Technology Fund*** | 282 | Tot | 25,000 | 16,870 | 8,130 | 0 | 8,130 | 0 | 8,130 | 8,130 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 282 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 282 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | 0 | | 8,130 | | | | |
| **Police Donations Fund*** | 283 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 283 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 283 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **SPLOST 2009*** | 320 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 320 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 320 | 144. | | | | 0 | | | | | | | | |
| Cash Drawdown from BNYM | | | | | | | | | | 0 | | | | |
| **SPLOST 2016** | 321 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 321 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 321 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | 321 | | | | | | | | | 0 | | | | |
| **T-SPLOST** | 322 | Tot | 3,727,500 | 4,012,500 | (285,000) | 0 | (285,000) | 0 | (285,000) | 0 | 285,000 | 0 | 285,000 | 0 |
| 54 Capital Outlay | 322 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 322 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Capital Projects Fund** | 351 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 351 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 351 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **LCI Grant Fund** | 284 | Tot | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 54 Capital Outlay | 284 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 284 | 144. | | | | 0 | | | | | | | | |
| Funded to/(from) Fund Balance | | | | | | | | | | 0 | | | | |
| **Total Water & Wastewater Fund** | 505 | Tot | 30,096,211 | 29,339,579 | 756,631 | 4,306,000 | 5,062,631 | 0 | 5,062,631 | 2,068,686 | 0 | (2,993,945) | (2,993,945) | 0 |
| 54 Capital Outlay | 505 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 505 | 144. | | | | 4,306,000 | | | | | | | | |
| Cash RESERVED within Water/Waste-water | | | | | | | | | | 2,068,686 | | | | |

# CITY OF GRIFFIN
## FISCAL YEAR 2024 - 2025 OPERATING and CAPITAL BUDGETS
## STATEMENT OF CASH FLOWS - Following Specific Items Budget Amendment #1

| Fund | | | Revenue | Expense | Projected Surplus/ (Deficit) | Add Back Non-cash Expenses - Depreciation | Cash Available (Needed) for Capital and Debt Payments | Deduct Non-Expensed Uses of Cash - Capital and Debt Payments | Cash Available (Needed) after Capital and Debt Payments | Cash Reserved and Restricted | BUDGETED Transfers IN | BUDGETED Transfers OUT | Net Budgeted Transfers | Final Cash Position |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Electric Fund*** | 510 | Tot | 65,428,879 | 56,715,319 | 8,713,560 | 1,680,130 | 10,393,690 | 0 | 10,393,690 | (103,925) | 0 | (10,497,615) | (10,497,615) | 0 |
| 54 Capital Outlay | 510 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 510 | 144. | | | | 1,680,130 | | | | | | | | |
| Cash RESERVED within Electric | | | | | | | | | | 2,346,075 | | | | |
| Cash Drawdown from Short-Term Portfolio (Vogtle) | | | | | | | | | | (2,450,000) | | | | |
| **Solid Waste Fund*** | 540 | Tot | 11,038,630 | 11,934,735 | (896,105) | 774,140 | (121,965) | 0 | (121,965) | 372,000 | 493,965 | 0 | 493,965 | 0 |
| 54 Capital Outlay | 540 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 540 | 144. | | | | 774,140 | | | | | | | | |
| Reservation of Funds - Landfill Closure Surcharge | | | | | | | | | | 186,000 | | | | |
| Reservation of Funds - Landfill Capital Surcharge | | | | | | | | | | 186,000 | | | | |
| Cash Reserved within Solid Waste Fund | | | | | | | | | | | | | | |
| **Airport Authority Fund** | 550 | Tot | 1,059,415 | 1,684,944 | (625,529) | 141,640 | (483,889) | 0 | (483,889) | 0 | 483,889 | 0 | 483,889 | 0 |
| 54 Capital Outlay | 550 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 550 | 144. | | | | 141,640 | | | | | | | | |
| Cash Reserved within Airport Authority Fund | | | | | | | | | | 0 | | | | |
| **Stormwater Fund*** | 560 | Tot | 2,905,042 | 3,351,771 | (446,729) | 456,340 | 9,611 | 0 | 9,611 | 9,611 | 0 | 0 | 0 | (0) |
| 54 Capital Outlay | 560 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 560 | 144. | | | | 456,340 | | | | | | | | |
| Cash RESERVED within Stormwater Fund | | | | | | | | | | 9,611 | | | | |
| **Telecommunications Fund** | 570 | Tot | 1,199,891 | 1,267,600 | (67,708) | 91,100 | 23,392 | 0 | 23,392 | 23,392 | 0 | 0 | 0 | (0) |
| 54 Capital Outlay | 570 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 570 | 144. | | | | 91,100 | | | | | | | | |
| Cash Reserved within Telecommunications Fund | | | | | | | | | | 23,392 | | | | |
| **Golf Course Fund** | 591 | Tot | 752,655 | 1,308,472 | (555,817) | 30,000 | (525,817) | 0 | (525,817) | 0 | 525,818 | 0 | 525,818 | 0 |
| 54 Capital Outlay | 591 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 591 | 144. | | | | 30,000 | | | | | | | | |
| Cash Reserved within Golf Course Fund | | | | | | | | | | 0 | | | | |
| **Motor Pool Fund** | 601 | Tot | 1,237,950 | 1,569,072 | (331,122) | 70,510 | (260,612) | 0 | (260,612) | 0 | 260,612 | 0 | 260,612 | (0) |
| 54 Capital Outlay | 601 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 601 | 144. | | | | 70,510 | | | | | | | | |
| Cash Reserved within Motor Pool Fund | | | | | | | | | | 0 | | | | |
| **Mainstreet Fund** | 952 | Tot | 26,600 | 243,042 | (216,442) | 0 | (216,442) | 0 | (216,442) | 0 | 216,442 | 0 | 216,442 | (0) |
| 54 Capital Outlay | 952 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 952 | 144. | | | | 0 | | | | | | | | |
| Cash Reserved within Mainstreet Fund | | | | | | | | | | 0 | | | | |
| **DDA Fund** | 953 | Tot | 0 | 555,837 | (555,837) | 0 | (555,837) | 0 | (555,837) | 0 | 555,837 | 0 | 555,837 | 0 |
| 54 Capital Outlay | 953 | 128. | | | | | | 0 | | | | | | |
| 56 Depreciation | 953 | 144. | | | | 0 | | | | | | | | |
| Cash Reserved within DDA Fund | | | | | | | | | | 0 | | | | |
| **Total All Funds** | | | **$ 146,382,378** | **$ 151,999,246** | **$ (5,616,869)** | **$ 7,549,860** | **$ 1,932,991** | **$ 0** | **$ 1,932,991** | **$ 2,083,990** | **$ 16,548,497** | **$ (16,397,497)** | **$ 151,000** | **$ 0** |

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a contract with New Hope Contracting, low bidder, in the amount of $148,608.00 to relieve ceiling deflection in Historic City Hall old courtroom by structural reinforcement. *Public Works Director, Mariza Eller, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

Historic City Hall is currently experiencing ceiling deflection in the upstairs old courtroom of the building. To combat this issue, Public Works requested an RFP to have a contractor address the concerns. New Hope Contracting responded to the request, sole and lowest bidder, in the amount of $148,608.00. Under this contract they will relieve the current deflection, lower the weight load under stress, and prevent further deflection by completing work that includes the structural reinforcing of the old courtroom ceiling. Work will be completed in accordance with engineered drawings provided by Pi-Tech. The Contractor will provide all services, materials, and labor for the project.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

SPLOST 2016 funds will be utilized in the amount of $148,608.00.

**Submitted By:**
Mariza Eller

**Meeting Date:**
24/09/2024

ATTACHMENTS:
HCH Repair K Final with AJW signature.pdf

# Construction Contract For Bid #24-019

This Construction Contract ("Contract") is made as of _____, 2024 ("Effective Date") by and between City of Griffin ("Owner"), whose principal business address is 100 S. Hill St., Griffin, Georgia 30224, and New Hope Contracting ("Contractor") of 19 E Johnston St, Forsyth, Georgia 31029.

The Contractor desires to provide construction services to the Owner and the Owner desires to obtain such services from the Contractor.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **Description of Services.** Beginning on the Effective Date, the Contractor will provide to the Owner the following services (collectively, "Services"):

Will relieve the current deflection, lower the weight load under stress, and prevent further deflection by completing work that includes the structural reinforcing of the courtroom ceiling at 201 E. Solomon Street - Historic City Hall. Aspects to be covered under the scope of work: a) Installation of steel columns b) Concrete Repair and grouting deck flutes c) Add sistered LVL to existing framing d) LVL installation per engineer specs in attic 24-019 HCH Courtroom Repairs Page 5 e) Plastic off work zone to prevent dust spreading thru building and daily clean up f) Provide dumpster for duration on project g) Full PPE to be worn during repairs. h) Onsite supervision during repair project i) Work to be completed as per PI-Tech Engineering Specifications j) See attached exhibit A for full engineered drawings.

2. **Scope of Work.** The Contractor will provide all services, materials, and labor for the construction of Remodeled Historic Building, specifically a courtroom used as an event space described above at the property of City of Griffin located at 201 E Solomon St, Griffin, Georgia, 30223 ("Worksite"). Contractor's Bid #24-019, as submitted to and accepted by the Owner, is attached and incorporated as Exhibit "B"

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for the completion of construction.

The Contractor is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, sewer or water systems, steps, driveways, patios, aprons, etc., unless they are specifically agreed to in writing.

3. **Plans, Specifications, and Construction Documents.** The Owner will make available to the Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for the Contractor to provide the Services described herein. Any such materials shall remain the property of the Owner. The Contractor will promptly return all such materials to the Owner upon completion of the Services.

4. **Compliance With Laws.** The Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. **Work Site.** The Owner warrants that the Owner owns the property herein described and is authorized to enter into this Contract. Prior to the start of construction, the Owner shall provide an easily accessible

building site, which meets all zoning requirements for the structure, and in which the boundaries of the Owner's property will be clearly identified by stakes at all corners of the property. The Owner shall maintain these stakes in proper position throughout construction.

6. **Materials and/or Labor Provided.** The Contractor shall provide to the Owner a list of each and every party furnishing materials and/or labor to the Contractor as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This list of materials and/or labor shall be set forth in Exhibits A and B attached to this Contract. The Contractor declares, under the laws of Georgia, that this list is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

The Contractor may substitute materials only with the express written approval of the Owner, provided that the substituted materials are no lesser quality than those previously agreed upon by the Owner and the Contractor.

7. **Payment.** Payment shall be made to New Hope Contracting, Forsyth, Georgia 31029. Upon completion of the Work, the Owner agrees to pay the total sum of $148,608.00. Prior to completion of the Work, Contractor shall submit applications for payment based on progress, and Owner shall make progress payments on account of the Contract Price in an amount equal to the percentage completion indicated below:

Event: 20% Progress (20% of Total Invoice)
Payment Amount: $29,721.60

Event: 40% Progress (20% of Total Invoice)
Payment Amount: $29,721.60

Event: 60% Progress (20% of Total Invoice)
Payment Amount: $29,721.60

Event: 80% Progress (20% of Total Invoice)
Payment Amount: $29,721.60

Event: 100% Completion (20% of Total Invoice)
Payment Amount: $29,721.60

Owner may withhold payment upon a determination that the progress noted in Contractor's application for payment has not been satisfied or reached or completed to satisfaction of the Owner, provided that notice of the deficiency shall be provided to Contractor. In addition to any other right or remedy provided by law, if the Owner fails to pay for the Services when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

8. **Other Payment Provisions.** All payments are due upon the Net 30 Payment Guidelines as specified by the City of Griffin. All Change Orders will be discussed between the contractor and the City of Griffin before changes are made. Change Orders will be produced on a separate document and signed by both parties before action is taken.

9. **Term.** The Contractor shall commence the work to be performed within 30 days of the Effective Date and shall complete the work on or before March 09, 2025, or 180 days from the effective date, time being of the essence of this Contract.

When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner in writing that the entire Work is complete. Promptly after Contractor's notification, Owner shall make an inspection of the Work to determine the status of completion. Owner agrees to sign a Notice of Completion within ten (10) days of the final inspection if Owner considers the work complete. If the Owner does not consider the Work complete, Owner will notify Contractor in writing giving the reasons therefor. Owner shall have fourteen (14) days to provide written notification of any discrepancies or defects of Work completed. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Contractor will be given time to fix any discrepancies or defects of Work by an agreed upon time in writing between Owner and Contractor. Within ten (10) days of Owner's determination that Contractor has satisfactorily completed all corrections identified in the final inspection, Owner shall sign a Notice of Completion and submit final payment following the procedure for progress payments.

10. **Stop Work Order.** The Owner may, at any time, direct the Contractor in writing to stop all or any part of the Work for a period of up to 90 days for the Owner's convenience and without cause ("Stop Work Order"). Upon receipt of a Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Services covered by the Stop Work Order. The Contractor shall continue Services not covered by the Stop Work Order unless otherwise directed by the Owner. The Owner may, at any time, withdraw the Stop Work Order or any part thereof through a written notice to the Contractor specifying the effective date and scope of withdrawal ("Resume Work Notice"). The Contractor shall resume diligent performance of the Services for which the Stop Work Order is withdrawn on the specified effective date. If the total or partial Stop Work Order results in additional time required or costs incurred by the Contractor to perform the Services, the Contract price and/or Contract time shall be equitably adjusted. The Contractor must assert its right to an equitable adjustment within 30 days after receipt of a Resume Work Notice. If the parties cannot agree on the equitable adjustment, the dispute shall be resolved according to the Contract's dispute resolution procedure. However, the Contractor shall proceed with the Services pending resolution of any dispute. The Contractor shall not be entitled to any damages arising from any delay, disruption, or other impact attributable to any Stop Work Order. The Contractor's sole remedy shall be an extension of time and/or equitable adjustment to the Contract price as provided herein.

11. **Permits.** The Owner shall obtain all necessary building permits. The Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work; the cost thereof shall be included as part of the Payment to the Contractor under this Contract.

12. **Insurance.** Before work begins under this Contract, the Contractor shall furnish certificates of insurance to the Owner substantiating that the Contractor has placed in force valid insurance, in the amounts and subject to terms set forth in Bid No. 24-019, covering its full liability under the Workers' Compensation laws of Georgia and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction-related accident and property damage incurred in rendering the Services.
    (a) Commercial General Liability Insurance - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:
        - Premise/Operations
        - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
        - Products/Completed Operations
        - Contractual

- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

(b) Automobile Insurance - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.
- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(c) Umbrella Coverage
- Workers' Compensation and Employers' Insurance -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City prior to the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

- Professional Liability/Errors & Omissions Insurance - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

**13. Confidentiality.** The Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Owner. The Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, the Contractor will return to the Owner all records, notes, documentation, and other items that were used, created, or controlled by the Contractor during the term of this Contract.

**14. Indemnification.** The Contractor agrees to indemnify the Owner against, hold it harmless from and defend the Owner from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with the Contractor's Services performed under this Contract. However, this indemnity does not extend to liability for loss or damage resulting from the sole negligence of the Owner or the Owner's agents or employees.

15. **Warranty.** Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner warranties Work completed for one year after certification of Substantial Completion has been issued. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

    a. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible; or
    b. Normal wear and tear under normal usage.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

a. Observations by Owner;
b. Payment by Owner of any progress or final payment;
c. The issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;
d. Use or occupancy of the Work or any part thereof by Owner;
e. Any review and approval of drawings or sample submittal or the issuance of a notice of acceptability by Owner;
f. Any inspection, test, or approval by others; or
g. Any correction of defective Work by Owner.

16. **Free Access to the Worksite.** The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. The Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards.

17. **Utilities.** The Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service, or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. The Owner shall, at the Owner's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. The Owner shall permit the Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

18. **Inspection.** The Owner shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at the Owner's expense.

19. **Default.** The occurrence of any of the following shall constitute a material default under this Contract which shall entitle the aggrieved Party to terminate the Contract and seek all other remedies available herein and by law:

    1. The failure of the Owner to make a required payment when due.

2. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

3. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or when there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

4. The failure of the Owner to make the building site available or the failure of the Contractor to deliver the Services in the time and manner provided for in this Contract.

5. The failure of the Contractor to fulfill its obligations under this Contract, including but not limited to failure to meet the deadline for completing the work or failure to perform Work in accordance with the Contract.

**20. Remedies.** In addition to any and all other rights a party may have available according to law of Georgia, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving the said notice shall have 20 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 20 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

**21. Force Majeure.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemics, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**22.**

**Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will submit the matter to non-binding mediation before a mediator acceptable to both parties prior to filing any action in court.

**23. Entire Agreement.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

**24. Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and

enforced as so limited.

**25. Amendment.** This Contract may be modified or amended in writing if the writing is signed by each party.

**26. Governing Law.** This Contract shall be construed in accordance with, and governed by the laws of Georgia, without regard to any choice of law provisions of Georgia or any other jurisdiction. Any legal action(s) shall be brought in the Superior Court of Spalding County, Georgia.

**27. Notice.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**28. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals through their duly authorized officers and representatives, the day and year above written.

The Owner:
CITY OF GRIFFIN, a GEORGIA municipal corporation

By: _____ Attest: _____
Douglas S. Hollberg, Mayor Jessica W. O'Connor, Secretary

Approved as to Form:

*Andrew J. Whalen, III*

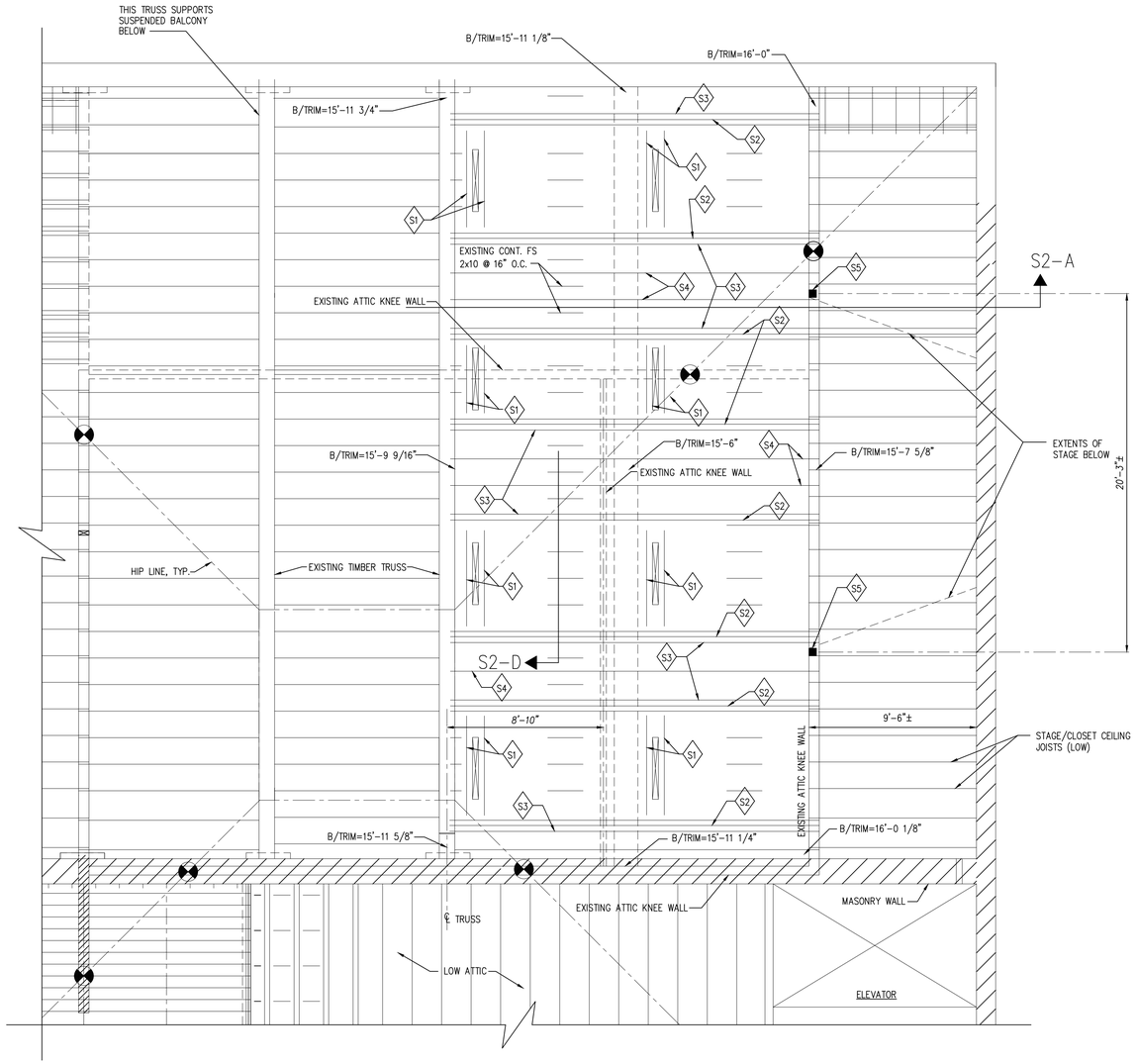
Andrew J. Whalen, III, City Attorney

(SEAL)

The Contractor:
New Hope Contracting
Contractor's License: RLQA004709

By: Travis Elliott Date: September 16th, 2024
Travis Elliott
CEO

# Exhibit A




## PARTIAL ATTIC FRAMING PLAN

SCALE 1/4"=1'-0"

S1 – NEW 2x10 HEADER INSTALLED IN PREVIOUS RENOVATION.

S2 – 1 3/4"x9 1/2" LVL INSTALLED IN PREVIOUS RENOVATION.

S3 – INSTALL NEW 1 3/4"x9 1/2" LVL AGAINST EXISTING LVL (S2). SEE TYPICAL NAILING PATTERN DETAIL. (8 PLACES).

S4 – INSTALL NEW 1 3/4"x9 1/2" LVL BETWEEN EXISTING CEILING JOISTS, TYPICAL (APPROXIMATELY 5 PLACES).

S5 – INSTALL NEW HSS5x5x1/4 COLUMN TO SUPPORT NEW 5 1/4"x16" LVL PROSCENIUM BEAM. POSTS EXTEND TO FIRE BAY SLAB BELOW (32'-0"±). SEE DETAIL S2-B. CONTRACTOR TO LOCATE BASE PLATES ON FIRE BAY SLAB BEFORE COMMENCING CONSTRUCTION AND RECEIVE APPROVAL FROM OWNER.

### IMPORTANT NOTE:

THIS PROJECT IS INTENDED TO STABILIZE THE FRAMING LOCATED ABOVE THE COURTROOM ON THE SECOND FLOOR OF THE OLD CITY HALL BUILDING AND REPLACE THE UNDERSIZED HEADER BEAM THAT SPANS THE STAGE OPENING. DEFLECTIONS IN THE CEILING WILL STILL BE PRESENT, BUT THE ADDITIONAL FRAMING WILL SUFFICIENTLY CARRY ALL LOADS. DEFLECTION ABOVE THE STAGE OPENING SHOULD BE CORRECTED BY REPLACEMENT OF THE EXISTING BEAM.

## GENERAL NOTES

1. DESIGN LOADS
   - A. ROOF ($LL_R$)..... 20 PSF
   - B. ROOF (DL)..... 10 PSF
   - C. ATTIC (LL) (NO STORAGE)..... 10 PSF
   - D. ATTIC (DL)..... 15 PSF
2. SNOW LOADS
   - A. GROUND SNOW LOAD ..... "$P_g$" = 5 PSF
3. CODES
   - A. INTERNATIONAL BUILDING CODE, 2018 ED. WITH 2022 GEORGIA AMENDMENTS.
   - B. REINFORCED CONCRETE: ACI 318-14.
   - C. ALL STEEL WORK SHALL COMPLY WITH APPLICABLE STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INCLUDING THE SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION AND THE AMERICAN WELDING SOCIETY'S STRUCTURAL WELDING CODE, AWS D1.1-LATEST EDITION.
4. PROVIDE TEMPORARY BRACING OF STRUCTURAL FRAMING UNTIL ALL PERMANENT BRACING, SHEAR WALLS, MOMENT CONNECTIONS, AND FLOOR AND ROOF DIAPHRAGMS ARE COMPLETELY INSTALLED. THE STRUCTURAL ELEMENTS ARE UNSTABLE UNTIL THE STRUCTURE IS COMPLETED IN ACCORDANCE WITH THE PLANS.
5. SHOP DRAWINGS GENERAL NOTE: THE PLANS, SECTIONS, AND DETAILS PROVIDED AS PART OF THE CONTRACT DOCUMENTS SHALL NOT BE USED IN A REPRODUCIBLE FORM AS PART OF THE SHOP DRAWINGS.

## INSPECTIONS

1. INDEPENDENT STRUCTURAL TESTS AND INSPECTIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE WITH GEORGIA STATE AMENDMENTS. THE INSPECTOR SHALL BE RESPONSIBLE FOR INDICATING COMPLIANCE WITH THE APPROVED STRUCTURAL PLANS AND SHALL SUBMIT PROGRESS REPORTS AND INSPECTION REPORTS TO THE ARCHITECT OF RECORD.
2. SATISFY MINIMUM INSPECTION AND QUALITY CONTROL REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE WITH GEORGIA STATE AMENDMENTS.

## WOOD FRAMING GENERAL NOTES

1. ALL WOOD FRAMING SHALL BE S.Y.P. NO. 2 OR BETTER, EXCEPTIONS, NOTED.
2. ALL MEMBERS IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
3. ALL LOAD BEARING STUD WALLS SHALL BE CONSTRUCTED OF 2x6'S (S.P.F. #1/#2 OR BETTER E = 1.4E6 PSI, Fb=875 PSI), U.N.O. SEE PLANS & DETAILS FOR SPACING.
4. KING STUDS, JAMB STUDS, JACK/ BEARING STUDS, AND BLOCKING SHALL BE S.P.F. #1/#2 OR BETTER, EXCEPTIONS NOTED.
5. ALL LOAD BEARING STUD WALLS SHALL HAVE A ROW OF FULL-DEPTH HORIZONTAL BLOCKING @ 48" MAXIMUM ON CENTER. BLOCKING SHALL BE SAME SIZE AND GRADE AS WALL STUDS.
6. ALL SILL PLATES IN ALL LOAD BEARING WALLS SHALL BE 2x SOUTHERN YELLOW PINE NO. 2 OR BETTER AND SHALL BE PRESSURE TREATED, TYPICAL.
7. ALL TOP PLATES IN BEARING WALLS SHALL BE DOUBLE 2x PLATES, SOUTHERN YELLOW PINE NO. 2 OR BETTER.
8. INSTALL TOP PLATES TO PROVIDE OVERLAPPING AT CORNERS AND AT INTERSECTIONS WITH OTHER PARTITIONS.
9. END JOINTS IN DOUBLE TOP PLATES SHALL BE OFFSET 48" MIN., LOCATED OVER A STUD, AND SHALL BE NAILED WITH NOT LESS THAN 8-16D FACE NAILS ON EA. SIDE OF THE JOINT.
10. PLATES SHALL BE A NOMINAL 2 INCHES IN DEPTH AND SHALL HAVE A WIDTH AT LEAST EQUAL TO THE WIDTH OF THE STUDS.
11. ALL LVL'S SHALL HAVE PROPERTIES EQUAL TO OR BETTER THAN Fb =2600 PSI, E = 2.0E6 PSI, U.N.O.
12. ALL LVL'S ARE COMPRISED OF 1 3/4" THICK PLIES. U.N.O. SEE MULTI-PLY BEAM ATTACHMENT DETAIL, SHEET S8 FOR ATTACHMENT OF PLIES.
    - 12.1. MULTIPLE PLY 2X HEADERS AND BEAMS SHALL ALSO BE ATTACHED PER MULTI-PLY BEAM ATTACHMENT DETAIL.
13. WOOD CONSTRUCTION CONNECTORS SHALL BE ANCHOR TYPE/SIZE SPECIFIED HEREIN OR EQUIVALENT ANCHOR WITH EQUAL OR BETTER ALLOWABLE CAPACITY FROM USP OR TAMLYN.
    - 13.1. UNLESS NOTED OTHERWISE, PROVIDE MAXIMUM RECOMMENDED NO. OF FASTENERS. FASTENERS TO BE MANUFACTURER'S SPECIFIED FASTENER SIZE/TYPE.
    - 13.2. INSTALL ALL CONNECTORS IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
14. DIMENSIONAL LUMBER CONNECTIONS NOT SPECIFICALLY CALLED OUT ON THESE DRAWINGS SHALL HAVE THE MINIMUM SIZE AND NUMBER OF FASTENERS AS REQUIRED IN CHAPTER 23 OF THE INTERNATIONAL BUILDING CODE, 2018 ED. WITH LATEST GA AMENDMENTS.

## STRUCTURAL STEEL GENERAL NOTES

1. ALL STRUCTURAL STEEL CONSTRUCTION SHALL CONFORM TO AISC 360-16 "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AND THE "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES."
2. UNLESS NOTED OTHERWISE:
   - 2.A. STEEL SHALL CONFORM TO ASTM A36 (36 KSI YIELD STRENGTH), EXCEPTIONS NOTED.
   - 2.B. ALL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992 (50 KSI YIELD STRENGTH).
   - 2.C. ALL HSS SECTIONS SHALL CONFORM TO ASTM A500 (46 KSI YIELD STRENGTH).
   - 2.D. ELECTRODES SHALL CONFORM TO E70-XX.
   - 2.E. ALL BOLTS TO BE A325X, WITH THREADS EXCLUDED FROM THE SHEAR PLANE.
   - 2.F. ALL ANCHOR RODS SHALL CONFORM TO ASTM F1554 (36 KSI YIELD STRENGTH) WITH HEAVY HEX NUTS AND STANDARD WASHERS. ANCHOR RODS SHALL BE WELDABLE UNLESS NOTED OTHERWISE.
   - 2.G. ALL PL.'S SHALL BE SUPPLIED FREE OF LAMINATIONS & IMPURITIES & SHALL CONFORM TO ASTM A36, U.N.O.
   - 2.H. ALL MOMENT CONNECTION PLATES (TOP, BOTTOM, STIFFENER & CONNECTING CAP PL.'S) & JOIST GIRDER BEARINGS SHALL CONFORM TO ASTM A 572, GRADE 50. THESE PLATES SHALL BE CLEARLY MARKED FOR EASE OF IDENTIFICATION.
3. HEADED ANCHORS AND SHEAR CONNECTORS (STUDS) SHALL CONFORM TO ASTM A108 (SEE SPECS. FOR YIELD STRENGTH).
4. SHOP DRAWINGS PREPARED IN ACCORDANCE WITH THE LATEST "STRUCTURAL STEEL DETAILING MANUAL" OF AISC SHALL BE SUBMITTED FOR APPROVAL. NO FABRICATION SHALL BEGIN UNTIL SHOP DRAWINGS ARE COMPLETED AND APPROVED.
5. STEEL FRAMING CONNECTIONS SHALL BE BOLTED OR WELDED, AS INDICATED.
   - 5.A. BOLTED JOINTS SHALL CONFORM TO AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". BOLTS SHALL CONFORM TO ASTM A325 AND SHALL BE MINIMUM 3/4" DIAMETER, UNLESS NOTED OTHERWISE.
   - 5.B. WELDS SHALL CONFORM TO THE "STRUCTURAL WELDING CODE" OF THE AMERICAN WELDING SOCIETY, AWS D1.1. USE E70XX ELECTRODES. WEDING PROCESSES AND OPERATORS SHALL BE QUALIFIED IN ACCORDANCE WITH AWS "STANDARD QUALIFICATIONS PROCEDURES". WELDERS SHALL CARRY PROOF OF QUALIFICATIONS TO JOBSITE.
6. PROVIDE SHOP COAT OF STANDARD PRIMER PAINT. PRIMER TO BE COMPATIBLE WITH FINISH COAT. TOUCH-UP AREAS DAMAGED IN HANDLING AND ERECTION WITH THE SAME PAINT USED FOR SHOP COAT. STEEL SURFACES TO BE WELDED OR ENCASED IN CONCRETE OR FIREPROOFING, OR SURFACES RECEIVING WELDED SHEAR CONNECTORS SHALL NOT BE PAINTED.
7. PROVIDE A NON-SHRINK, NON-METALLIC, SELF-LEVELING GROUT (F'c = 5000 PSI, MIN.) UNDER BASE PLATES, AFTER SETTING AND LEVELING. NO "DRY-PACKING" PERMITTED.
8. PROVIDE TEMPORARY BRACING OF STRUCTURAL FRAMING UNTIL ALL PERMANENT BRACING, MOMENT CONNECTIONS AND FLOOR AND ROOF DECKS (DIAPHRAGMS) ARE COMPLETELY INSTALLED. THE STRUCTURAL ELEMENTS ARE UNSTABLE UNTIL THE STRUCTURE IS COMPLETED IN ACCORDANCE WITH THE PLANS.

STRUCTURAL DESIGN BY PI-TECH, INC.

GEORGIA REGISTERED No. SE000061 STRUCTURAL ENGINEER MATTHEW N. ELLIS

1.12.2024

Pi-Tech, Inc. COA#PEF003000

COA Expiration: 6.30.2024

PI-TECH, INC.

115 FOREST HILL RD. - MACON, GEORGIA (478)743-5600

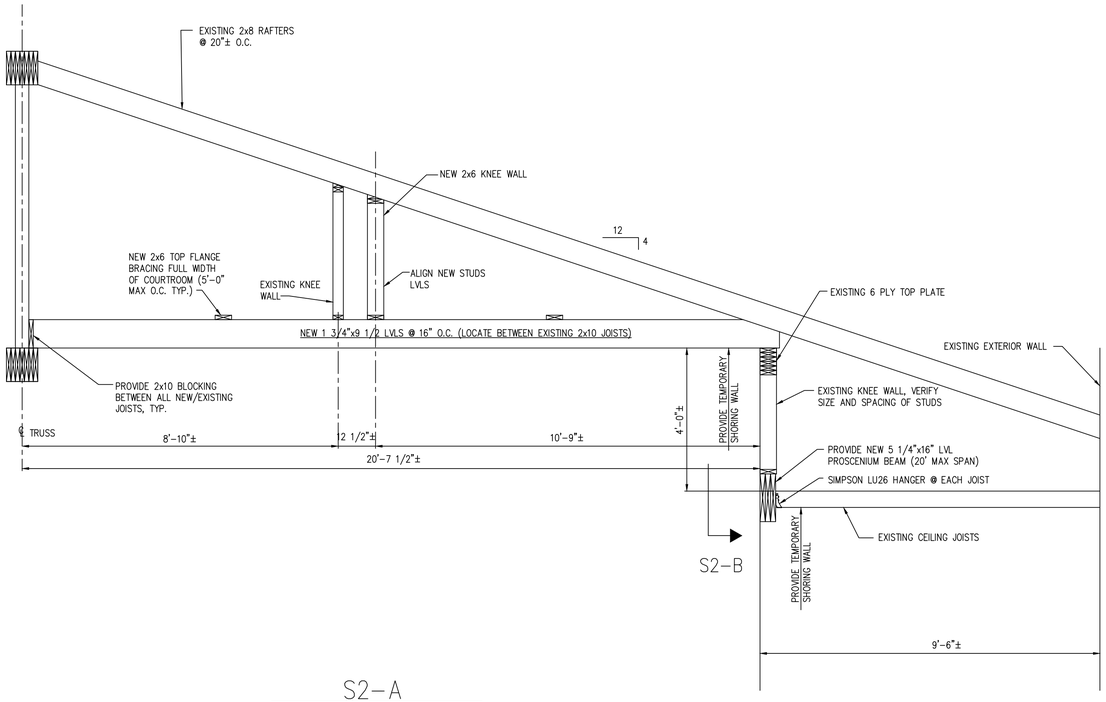
# REPAIRS TO OLD GRIFFIN CITY HALL

201 E SOLOMON ST, GRIFFIN, GA 30223

FOR

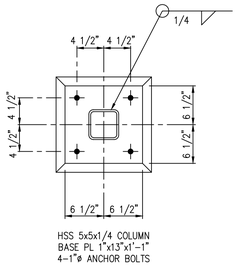
CITY OF GRIFFIN

| REVISIONS |
|---|
| DRAWN BY: MNE |
| CHECKED BY: MNE |
| DATE: 1-12-2024 |
| SHEET NO. S1 |
| SHEET 1 OF 2 |




## S2-A

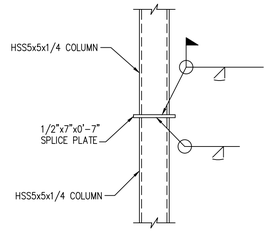
SCALE 1/2"=1'-0"




HSS 5x5x1/4 COLUMN
BASE PL 1"x13"x1'-1"
4-1"ø ANCHOR BOLTS

## BASE PLATE DETAIL

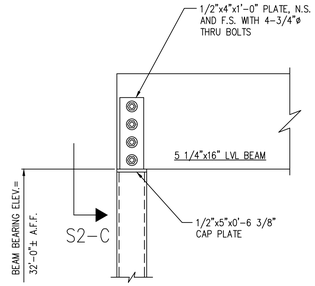
NO SCALE

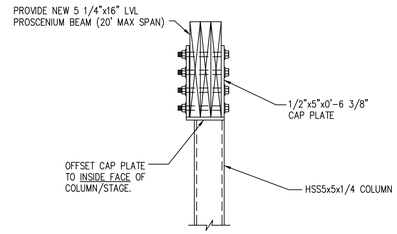



## COLUMN SPLICE DETAIL

NO SCALE

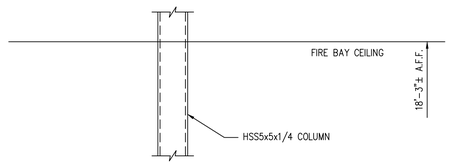
DETAIL MAY BE USED AS REQUIRED TO BRING COLUMN SECTIONS INTO BUILDING

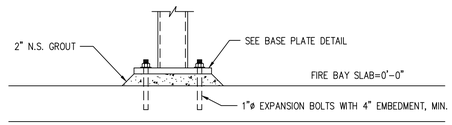



## S2-C

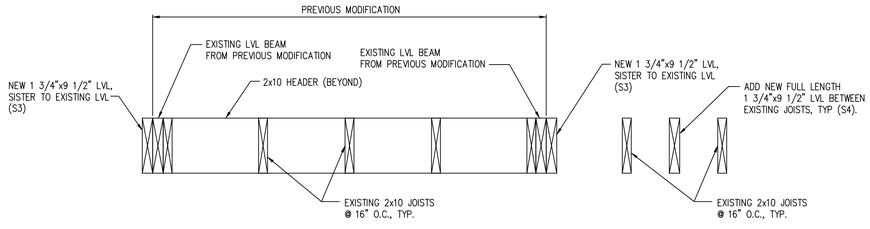
SCALE 1"=1'-0"




## S2-B

SCALE 1"=1'-0"




## S2-D

SCALE 1"=1'-0"

STRUCTURAL DESIGN BY
PI-TECH, INC.

GEORGIA REGISTERED No. SE000084 STRUCTURAL ENGINEER MATTHEW N. ELLIS

1.12.2024
Pi-Tech, Inc. COA#PEF003000
COA Expiration: 6.30.2024

PI-TECH, INC.
115 FOREST HILL RD. - MACON, GEORGIA (478)743-5600

# REPAIRS TO OLD GRIFFIN CITY HALL
201 E SOLOMON ST, GRIFFIN, GA 30223

FOR
CITY OF GRIFFIN

REVISIONS

DRAWN BY: MNE
CHECKED BY: MNE
DATE: 1-12-2024

SHEET NO. S2
SHEET 2 OF 2

EXHIBIT B

Griffin
Growing TOGETHER

# CITY OF GRIFFIN, GEORGIA

## RESPONSE SUBMITTAL COVER

**BID #24-019**

**For**

**Historic City Hall**

**Courtroom Repairs**

**Submitted by:**

Name of Company: New Hope Contracting

Mailing Address: 19 E Johnston St

City/State/Zip: Forsyth, GA 31029

Phone (including area code): 770-624-4198

E-mail: travis@newhopecontracting.com / kaitlyn@newhopecontracting.com

**Submittal Deadline:**
**July 30, 2024 at 2:00 P.M.**

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

# SUPPLIER DISCLOSURES
# 24-019

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

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

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

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

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

New Hope Contracting
**Company Name**

Kaitlyn Elliott
**Signature of Authorized official of company**

Kaitlyn Elliott
**Printed Name**

**Sworn to and subscribed before me this** 29 **day of** July , 2024.

**Notary Public:** Haley Mathews

**County:** Henry

**Commission Expires:** November 19, 2027

HALEY MATHEWS NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES 11/19/2027

## OTHER SUPPLIER DISCLOSURES

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

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

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

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

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

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

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

## SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

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

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

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

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

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

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

Specifications . . . . . Acknowledgement Kaitlyn Elliott

Addendum No. 1 dated 6/28/24 Acknowledgement Kaitlyn Elliott

Addendum No. 2 dated 7/23/24 Acknowledgement Kaitlyn Elliott

Addendum No. _____ dated _____ Acknowledgement _____

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

## BID RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes ✓ Not yet ___

*The City cannot award to a supplier that is not registered and compliant.*

NAME OF COMPANY: New Hope Contracting

MAILING ADDRESS: 19 E Johnston St

CITY /STATE/ZIP: Forsyth, GA 31029

PHONE (including area code): 770-624-4198 E-MAIL: travis@newhopecontracting.com / kaitlyn@newhopecontracting.com

Kaitlyn Elliott — AUTHORIZED SIGNATURE

Owner — TITLE

Kaitlyn Elliott — NAME (PRINTED)

Owner — TITLE (PRINTED)

# RFP#24-019

## PRICE SUBMITTAL: Historic City Hall Courtroom Repairs

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

Company Name New Hope Contracting RFP Price Valid Through October 31st, 2024

**PRICE STRUCTURE*** – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are listed on the PI-Tech engineered drawings; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders submitting Proposals will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

| Description | Cost |
|---|---|
| Dumpster Fees for duration of project | $4,200.00 |
| Payment & Performance Bonds | $1,000.00 |
| Labor | $37,650.00 |
| Protection of material and PPE | $1,650.00 |
| Material transport fee | $3,375.00 |
| Concrete for grouting deck flutes above & below cap plate in 8 locations | $5,230.00 |
| Concrete Misc repair & scanning concrete for slab bolts | $2,800.00 |
| F&I wood framing per structural plans | $5,750.00 |
| 1 ¾" x 9 ½" LVL sistered to existing framing x5 places | $5,680.00 |
| 5 ½" x 16" LVL Beam support – per note S5 | $4,790.00 |
| HSS 5x5x1/4x10' columns w/ welded baseplates, cap plates, & anchor attachment | $5,960.00 |
| HSS 5x5x1/4x32' columns with welded baseplates x2 | $3,630.00 |
| Installation price for all columns | $18,500.00 |
| Fee for hoists, lifts, and logistics for column installation | $6,000.00 |
| Fabrication and erection drawings including, OFA, BFA, and F&F ( 1 set for City ) | $400.00 |
| Structural steel to receive SSPC-SP3 cleaning and rust-inhibitive primer | $2,375.00 |
| Painting fee of steel columns after installation – color to be determined | $2,300.00 |
| Sheetrock repair, peeling tape, cosmetic damages fixed including walls on stage area, balcony, courtroom area and ceiling | $7,800.00 |
| Demo & Rebuilding wood feature on lower wall of stage are, prepped and stained | $8,250.00 |
| Re-routing of any electrical lines for repairs | $2,900.00 |
| Re- routing of any HVAC ducted lines if necessary for repairs – list quantity & price | $1,500.00 |
| Plastic off work zone and all wood floor protection | $1,950.00 |
| Staining of all crown & box beams in matching color with stage area – color tbd | $4,100.00 |
| Replacing damaged/missing sections of crown & staining of all woodwork in | $2,600.00 |
| Repaint entire courtroom including balcony, stage area and ceiling | $6,500.00 |
| Cleaning of firebay, courtroom,, walkpaths from dust to be in like new condition | $$1,718.00 |
| **Total Price for project** | $148,608.00 |

**List any/all exceptions to specified requirements:**

~~Exclusions include: Demo of any kind, Roof Sheathing / Repairs, Liquidated damages, Cost of testing~~ and inspections by an independent agency, Cleaning of truck tires (unless wash station is provided), Galvanizing, Shoring (Except for installation of SRE Scope Materials), and Painting of galvanized materials, finish coat painting, touch-up painting, field painting or any painted materials beyond primer coat.

**Completed by:**

**Company name:** New Hope Contracting

**Contact Person:** Kaitlyn Elliott (Signature) Kaitlyn Elliott (Printed Name)

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.**

# REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

**REFERENCE 1:**
Company Name: Triple Southern Investments

Brief Description of Project: New Construction Residential Home in Griffin, GA

Completion Date: September 2024

Contact Person: Bryan Davis

Telephone: 770-468-2664 E-mail: Davis.k.bryan@gmail.com

**REFERENCE 2:**
Company Name: Vicinia Homes LLC

Brief Description of Project: Interior and Exterior Remodel of Residential Home in Griffin, GA

Completion Date: June 2024

Contact Person: John Brunstad

Telephone: 770-238-6188 E-mail: viciniapartners@gmail.com

**REFERENCE 3:**
Company Name: N/A

Brief Description of Project: Detached Garage including Truss Framing, Electrical, and Plumbing

Completion Date: April 2024

Contact Person: Tim Parrott

Telephone: 404-844-7677 E-mail: TParrott@hitt-gc.com

**COMPLETED BY:**
Company Name: New Hope Contracting

Contact Person: Kaitlyn Elliott (Signature) Kaitlyn Elliott (Printed Name)

**STATE OF GEORGIA**
**CITY OF GRIFFIN**

# TAX COMPLIANCE FORM*

*Must be completed for all bids with an aggregate total of more than $99,000.00.

## INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: New Hope Contracting
- Physical Location Address: 19 E Johnston St
  Forsyth, GA 31029
- Federal Identification Number (FEI): RLCO004714
- Have you ever been registered in the State of Georgia? YES
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 87-2110580
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: N/A
- What type of service will you perform? General Contracting
- Will you sell any tangible personal property or goods? No
- Supplier's Affiliate's Name: N/A
  - FEI: N/
  - STI: N/A
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: N/A

  If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Laura Crumbley
  - Telephone Number: 770-957-2188
  - E-mail Address: lsc@laurascrumbleycpa.com

## NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

Griffin

**STATE OF GEORGIA**
**CITY OF GRIFFIN**

## SUPPLIER (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) KE My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

| | Kaitlyn Elliott | July 29th, 2024 |
|---|---|---|
| *BY: Authorized Officer or Agent* | *Printed Name* | *Date* |
| New Hope Contracting | Owner | |
| *Company / Contractor Name* | *Title of Authorized Officer or Agent of Contractor* | |

*While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.*

**********

## NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor( s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

2450960

**EEV / (*E-Verify # issued by Homeland Security IF checked above*)**

Sworn to and subscribed before me
This 30 day of July, 2024
Notary Public Amechia Roberts
My commission expires: July 10th 2028

Amechia C Roberts
Notary Public of Georgia
County of Spalding
Exp. July 10th, 2028

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

# TRAVIS ELLIOTT

GENERAL CONTRACTOR:
NEW HOPE CONTRACTING

## SCOPE OF WORK

**STEEL WORK:** Furnish and install 2 ea. new HSS 5 x 5 x 1/4 x 10'-0 columns, with welded baseplates, welded cap plates, screw anchor attachment at base plate into existing floor slab, and screw anchor attachment at cap plate at underside of Fire Bay Slab above.

Furnish and install 2 ea. HSS 5 x 5 x 1/4 x 32'-0 columns above Fire Bay Slab Level with welded baseplates stacked directly above new aforementioned lower level HSS 5 x 5 columns per plans, welded plates at top of columns creating a U-Seat for wood beam attachment by others, with screw anchor attachment at base plate of both columns into existing floor slab. Includes splice at center of columns if required for new steel entry into existing building.

**FRAMING**: Furnish and install the following materials to help support and distribute the weight of the ceiling.

- F & I wood framing per Structural Plans
- 1 ¾" x 9 ½" LVL Sistered to Existing Framing
- 5 ¼" x 16" LVL Beam
- Equipment

**MILLWORK AND TRIMOUT:** All sheetrock damaged in the reconstruction of the project will be repaired. All beams and trim will be restored to proper condition with paint and stain. The project space will be repainted and enitire area will be cleaned of dust and debris.

**GENERAL CONDITIONS:** Dumpster Provided for the duration of the project; Onsite supervision during the construction project; Full PPE protection provided and maintained through the project; Onsite protection for equipment and material transportation and construction.

# TRAVIS ELLIOTT

## GENERAL CONTRACTOR:
## NEW HOPE CONTRACTING


## CONTACT

770-624-4198

travis@newhopecontracting.com

https://facebook.com/newhopecontracting

19 E Johnston St Forsyth, GA 31029


## TEAM

Kaitlyn Elliott: Administrative Manager

kaitlyn@newhopecontracting.com

770-624-4011

Schedule Coordination, Paperwork Completion, and Payment Officer.

## EDUCATION

**Bachelors of Civil Engineering**

### Georgia Southern University

2015 - 2019

Studied Civil Engineering with attention to concrete, structural engineering, and mechanical scopes.

**High School Diploma**

### Woodland High School

2011 - 2015

Basic Diploma - Stockbridge, GA

## LANGUAGES

English - Fluent

Spanish - Conversational

## PROFILE

I am a professionally licensed general contractor who specializes in residential renovations, residential new construction, and commercial buildouts. I have been in the contracting field since I graduated in 2019 and began work in commercial contracting with the highly esteemed HITT Contracting located in Atlanta, Georgia. In 2021, I started my own business, New Hope Contracting, where I have been completing a wide variety of residential and commercial projects since. Our company's projects range in scope and price, but are all completed with the highest integrity and quality.

## WORK EXPERIENCE

### CEO General Contractor

New Hope Contracting — 2021- Present

- Meet with clients to discuss potential projects, collaborate ideas, and suggest best practices
- Create detailed estimates for projects based on fair market values and quality workmanship
- Manage a team of subcontractors with explicit guidelines, expectations, and fairness
- Coordinate timelines, material orders, and subcontractor appointments.
- Impart gained knowledge of engineering codes and requirements for safe construction
- Communicate between clients and subcontractors to ensure all projects are done to their expectations
- Manage accounting scope of business
- Have a deep knowledge of all trades including mechanical, electrical, plumbing, and framing.

### Assistant Project Manager/Assistant Superintendent/ Project Engineer

HITT Contracting — 2019 - 2021

- Coordinated with subcontractors
- Supervised construction projects
- Managed deliverables, client relations, scheduling, and estimating
- Updated project tracking software as project progressed
- On site supervision to ensure safety guidelines were being met and subcontractors were completing tasks as expected
- Created budgets for prospective projects
- Communicated heavily between contracting team and client through weekly calls and progress videos

# TRAVIS ELLIOTT

GENERAL CONTRACTOR:
NEW HOPE CONTRACTING

## TIMELINE

**General Contractor Mobilization**
1 Week
**Steel Scope**
6 to 8 week structural steel delivery
- 1 to 2 weeks detailing
- 1 week approval
-3 to 4 weeks fabrication
**Concrete Scope**
2-3 days for Grout
**Framing Scope**
2 weeks after steel columns
**Painting/Sheetrock Scope**
2 weeks after framing/steel/concrete

# TRAVIS ELLIOTT

GENERAL CONTRACTOR:
NEW HOPE CONTRACTING

## PAYMENT SCHEDULE

**Payment #1**

- 20% Progress / 20% of Total Invoice

**Payment #2**

- 40% Progress / 20% of Total Invoice

**Payment #3**

- 60% Progress / 20% of Total Invoice

**Payment #4**

- 80% Progress / 20% of Total Invoice

**Payment #5**

- 100% Completion / 20% of Total Invoice

All invoices will be due NET 30 as outlined by the City of Griffin. Invoices will be paid via New Hope Contracting's payment software unless otherwise noted by the city of Griffin. This will be conducted by an ACH transfer.

All invoices are subject to change orders. Changes will only be made after discussion between the contractor and the City of Griffin Representative. Change orders will be approved via paper documentation and will be invoiced separately from the payments listed above.

# TRAVIS ELLIOTT

GENERAL CONTRACTOR:
NEW HOPE CONTRACTING

## CURRENT JOBS

### 510 W Broad St Griffin, GA

Triple Southern Investments: Bryan Davis

- Completed permitting process for new construction builds following an architectural certified building plan
- Coordinated with sub contractors for each specific trade including but not limited to: grading, concrete, framing, electrical, plumbing, HVAC, drywall, siding, roofing, and millwork.
- Worked with city officials to connect water and sewer taps
- Completed work in an efficient and expedited timeline with quality results

### 3588 Fair St Macon, GA

Vicinia Homes LLC: John Brunstad

- Interior and exterior renovation of 12 individual residential apartment dwellings, some single unit and some duplexes, for a total of 19 units.
- Coordinated mass purchase orders for each unit
- Coordinated the scope of work and scheduling with subcontractors in multiple trades including but not limited too: masonry, drywall, electrical, plumbing, HVAC, painting, flooring, millwork, cabinetry, and landscaping,
- Managed and oversaw multiple trades at the same time on a fixated schedule for efficient, and quality workmanship.

### 1130 High Falls Rd Griffin, GA / 1468 Stella Way Griffin, GA

Vicinia Homes LLC: John Brunstad

- Completed both residential single-family home renovations that were previously unsuitable for habitation.
- Worked under the Spalding County permit process
- Coordinated and supervised the work of multiple subcontractors including but not limited to: framing, electrical, HVAC, plumbing, siding, painting, flooring, cabinetry, millwork, and landscaping.
- Improved the community aesthetic through quality and modern workmanship

### 2363 Keys Ferry Rd Jackson, GA / 103 Turners Grove Ln McDonough, GA

Homeowners: Sherry Clupper / Jon Westcott

- Completed both residential single family home remodels according to homeowner scope of work
- Accomplished multiple renovation items including a complete master bathroom overhaul, millwork, tiling, flooring, painting, roofing, gutters, plumbing relocation, etc.
- Accomplished the homeowners' visions through design communication and quality workmanship.

FURTHER LIST OF CURRENT JOBS AVAILABLE UPON REQUEST

# TRAVIS ELLIOTT

GENERAL CONTRACTOR:
NEW HOPE CONTRACTING

## REFERENCES

**Chris Anderson**
843-241-5539
dcadelta90@gmail.com

**Lori Knight**
(404) 375-8670
knightfam93@yahoo.com

**Jami Brown**
(678) 409-6551
Jamibrown70@yahoo.com

**Tom Goelz**
(859) 322-7262
imlisteningtoyou@yahoo.com

**Jeremy Smith**
(865) 361-0968
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**Debbie Daub**
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debbiedaub@gmail.com

**Bill Brunstad**
(404) 502-8041
Bill.brunstad@brunstad-law.com

**Clayton Barnes**
**(404) 569-9012**
CBARNES@CENFAB.NET

MORE REFERENCES AVAILABLE UPON REQUEST

# Construction Contract

This Construction Contract ("Contract") is made as of August 31, 2024 ("Effective Date") by and between City of Griffin ("Owner") of 201 E Solomon St, Griffin, Georgia 30223, and New Hope Contracting ("Contractor") of 19 E Johnston St, Forsyth, Georgia 31029.

The Contractor desires to provide construction services to the Owner and he Owner desires to obtain such services from the Contractor.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. Description of Services.** Beginning on the Effective Date, the Contractor will provide to the Owner the following services (collectively, "Services"):

will relieve the current deflection, lower the weight load under stress, and prevent further deflection by completing work that includes the structural reinforcing of the courtroom ceiling at 201 E. Solomon Street - Historic City Hall. Aspects to be covered under the scope of work: a) Installation of steel columns b) Concrete Repair and grouting deck flutes c) Add sistered LVL to existing framing d) LVL installation per engineer specs in attic 24-019 HCH Courtroom Repairs Page 5 e) Plastic off work zone to prevent dust spreading thru building and daily clean up f) Provide dumpster for duration on project g) Full PPE to be worn during repairs. h) Onsite supervision during repair project i) Work to be completed as per PI-Tech Engineering Specifications

**2. Scope of Work.** The Contractor will provide all services, materials, and labor for the construction of Remodeled Historic Building, specifically a courthouse room used as an event space described above at the property of City of Griffin located at 201 E Solomon St, Griffin, Georgia, 30223 ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for the completion of construction.

The Contractor is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios, aprons, etc., unless they are specifically agreed to in writing.

**3. Plans, Specifications, and Construction Documents.** The Owner will make available to the Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for the Contractor to provide the Services described herein. Any such materials shall remain the property of the Owner. The Contractor will promptly return all such materials to the Owner upon completion of the Services.

**4. Compliance With Laws.** The Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

**5. Work Site.** The Owner warrants that the Owner owns the property herein described and is authorized to enter into this Contract. Prior to the start of construction, the Owner shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of the Owner's property will be clearly identified by stakes at all corners of the property. The Owner shall maintain these stakes in proper position throughout construction.

**6. Materials and/or Labor Provided.** The Contractor shall provide to the Owner a list of each and every party furnishing materials and/or labor to the Contractor as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This list of materials and/or labor shall be attached to this Contract as Exhibit A. The Contractor declares, under the laws of Georgia, that this list is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

The Contractor may substitute materials only with the express written approval of the Owner, provided that the substituted materials are no lesser quality than those previously agreed upon by the Owner and the Contractor.

**7. Payment.** Payment shall be made to New Hope Contracting, Forsyth, Georgia 31029. The Owner agrees to pay the total sum of $141,048.00 as follows:

Event: 20% Progress (20% of Total Invoice)
Payment Amount: $28,209.60

Event: 40% Progress (20% of Total Invoice)
Payment Amount: $28,209.60

Event: 60% Progress (20% of Total Invoice)
Payment Amount: $28,209.60

Event: 80% Progress (20% of Total Invoice)
Payment Amount: $28,209.60

Event: 100% Completion (20% of Total Invoice)
Payment Amount: $28,209.60

In addition to any other right or remedy provided by law, if the Owner fails to pay for the Services when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

**8. Other Payment Provisions.** All payments are due upon the Net 30 Payment Guidelines as specified by the City of Griffin. All Change Orders will be discussed between the contractor and the City of Griffin Supervisor before changes are made. Change Orders will be produced on a separate document and signed by both parties before action is taken.

**9. Term.** The Contractor shall commence the work to be performed within 30 days of the Effective Date and shall complete the work on or before March 01, 2025, time being of the essence of this Contract.

Upon completion of the project, the Owner agrees to sign a Notice of Completion within 10 days after the completion of the Contract. If the project passes its final inspection and the Owner does not provide the Notice, the Contractor may sign the Notice of Completion on behalf of the Owner.

**10. Stop Work Order.** The Owner may, at any time, direct the Contractor in writing to stop all or any part of the Work for a period of up to 90 days for the Owner's convenience and without cause ("Stop Work Order"). Upon receipt of a Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Services covered by the Stop Work Order. The Contractor shall continue Services not covered by the Stop Work Order unless otherwise directed by the Owner. The Owner may, at any time, withdraw the Stop Work Order or any part thereof through a written notice to the Contractor specifying the effective date and scope of withdrawal ("Resume

Work Notice"). The Contractor shall resume diligent performance of the Services for which the Stop Work Order is withdrawn on the specified effective date. If the total or partial Stop Work Order results in additional time required or costs incurred by the Contractor to perform the Services, the Contract price and /or Contract time shall be equitably adjusted. The Contractor must assert its right to an equitable adjustment within 30 days after receipt of a Resume Work Notice. If the parties cannot agree on the equitable adjustment, the dispute shall be resolved according to the Contract's dispute resolution procedure. However, the Contractor shall proceed with the Services pending resolution of any dispute. The Contractor shall not be entitled to any damages arising from any delay, disruption, or other impact attributable to any Stop Work Order. The Contractor's sole remedy shall be an extension of time and/or equitable adjustment to the Contract price as provided herein.

**11. Permits.** The Owner shall obtain all necessary building permits. The Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to the Contractor under this Contract.

**12. Insurance.** Before work begins under this Contract, the Contractor shall furnish certificates of insurance to the Owner substantiating that the Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of Georgia and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction-related accident and property damage incurred in rendering the Services.

**13. Confidentiality.** The Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Owner. The Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, the Contractor will return to the Owner all records, notes, documentation, and other items that were used, created, or controlled by the Contractor during the term of this Contract.

**14. Indemnification.** With the exception that this section shall not be construed to require indemnification by the Contractor to a greater extent than permitted under the public policy of Georgia, the Contractor may agree to indemnify the Owner against, hold it harmless from and defend the Owner from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with the Contractor's Services performed under this Contract. However, this indemnity does not extend to liability for loss or damage resulting from the sole negligence of the Owner or the Owner's agents or employees because it would violate Georgia's public policy.

**15. Warranty.** The Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in the Contractor's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to the Contractor on similar projects. The Contractor shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by the Contractor and the Owner.

**16. Free Access to the Worksite.** The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. The Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards.

**17. Utilities.** The Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service, or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. The Owner shall, at the Owner's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. The Owner shall permit the Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

**18. Inspection.** The Owner shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at the Owner's expense.

**19. Default.** The occurrence of any of the following shall constitute a material default under this Contract:

(a) The failure of the Owner to make a required payment when due.

(b) The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

(c) A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or when there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

(d) The failure of the Owner to make the building site available or the failure of the Contractor to deliver the Services in the time and manner provided for in this Contract.

**20. Remedies.** In addition to any and all other rights a party may have available according to law of Georgia, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving the said notice shall have 20 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 20 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

**21. Force Majeure.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemics, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**22. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**23. Entire Agreement.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

**24. Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**25. Amendment.** This Contract may be modified or amended in writing if the writing is signed by each party.

**26. Governing Law.** This Contract shall be construed in accordance with, and governed by the laws of Georgia, without regard to any choice of law provisions of Georgia or any other jurisdiction.

**27. Notice.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**28. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**29. Signatories.** This Contract shall be signed on behalf of City of Griffin by Jimmy Hardy, Supervisor and on behalf of New Hope Contracting by Travis Elliott, CEO (Contractor's License: RLQA004709) and shall be effective as of the date first written above.

The Owner:
City of Griffin

By: _____ Date: _____
Jimmy Hardy
Supervisor

The Contractor:
New Hope Contracting
Contractor's License: RLQA004709

By: _____ Date: _____
Travis Elliott
CEO

# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

**Name:** Travis Parker Elliott

**Address:**

McDonough GA 30252

### Primary Source License Information

| | | | | | |
|---|---|---|---|---|---|
| **Lic #:** | RLQA004709 | **Profession:** | Residential/General Contractor | **Type:** | Residential Light Qualifying Agent |
| **Secondary:** | | **Method:** | Examination | **Status:** | Active |
| **Issued:** | 6/28/2022 | **Expires:** | 6/30/2026 | **Last Renewal Date:** | 6/26/2024 |

### Associated Licenses

**Relationship:** Supervisor

| | | | | | |
|---|---|---|---|---|---|
| **Licensee:** | New Hope Contracting LLC | **License Type:** | Residential Light Company | | |
| **License #:** | RLCO004714 | **License Status:** | Active | | |
| **Established:** | 6/28/2022 | **Association Date:** | 2/3/2022 | **Expiry:** | |
| **Type:** | Prerequisite | | | | |

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: August 1, 2024 12:18:8

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2024

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

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

| PRODUCER | CONTACT NAME: Customer Service Department |
|---|---|
| Gaslamp Insurance Services, LLC<br>Brent Nelson<br>2244 Faraday Avenue #125 Carlsbad, CA 92008 | PHONE (A/C, No, Ext): (800) 920-4125 FAX (A/C, No): (800)920-4107<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Third Coast Insurance Company | 10713 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
New Hope Contracting LLC

786 New Hope Rd,
Mcdonough, GA 30252

**COVERAGES** **CERTIFICATE NUMBER:** 2986740-004 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[X] CLAIMS-MADE [ ] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | [X] | [X] | GLSISTC005506824 | 01/03/2024 | 01/03/2025 | EACH OCCURRENCE | $ $1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ $50,000 |
| | | | | | | | MED EXP (Any one person) | $ $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ $1,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ $1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured; Primary Non-Contributory Wording & Waiver of Subrogation apply, to the extent provided in the attached form(s). *Additional Insured status is subject to all policy terms, exclusions and conditions*

**CERTIFICATE HOLDER**
The City Of Griffin

100 S Hill St, Griffin, GA 30223

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

AUTHORIZED REPRESENTATIVE
Bruce Carlile

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# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED ENDORSEMENT**

**INCLUDING PRIMARY COVERAGE AND WAIVER OF SUBROGATION**

The section of the policy entitled **III. – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a legally enforceable written contract or agreement entered into before your work commenced, that such person or organization be added as an additional insured on your policy. The coverage afforded by this endorsement is only (1) with respect to liability in connection with the original **Named Insured's** ongoing operations performed for said **Additional Insured** during the term of this policy, and (2) only if the **Additional Insured** performs all obligations required under this policy.

The coverage afforded to an **Additional Insured** is limited to a claim made for a **Covered Loss** not covered by other insurance available to an **Additional Insured**, and is limited by **the provisions of the Insuring Agreement, Exclusions, Conditions set forth in the policy and all endorsements thereto.**

No coverage is afforded under the "products-completed operations hazard" for an **Additional Insured** pursuant to this endorsement. The coverage afforded to an **Additional Insured** under this endorsement ends as of the date of completion, abandonment, or termination of the work of the **Named Insured** at any jobsite, project, or structure. There is no coverage hereunder for any **Additional Insured** in connection with any claim or suit involving any claim for damage that takes place or is alleged to take place following completion of the Named Insured's work.

The "work" of the **Named Insured** will be deemed completed as of the date all work, including materials, parts or equipment furnished in connection with such work, on the project or any structure therein (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or when that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization, including another contractor or subcontractor engaged in performing operations as part of the same project, whichever is earlier.

The coverage provided for the **Additional Insured** is only to the extent that the additional insured is held liable for the negligence or strict liability of the **Named Insured**, and is only to the extent of and in the proportion **Additional Insured** is held liable for the negligence or strict liability/conduct/acts of the **Named Insured**. No coverage is provided for liability based upon the acts, errors or omissions of the **Additional Insured**.

If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the **Named Insured** for the **Additional Insured**, then the insurance afforded by the policy to the **Additional Insured** shall be primary insurance, and any insurance or self-insurance maintained by the above **Additional Insured** shall be excess of the insurance afforded to the **Named Insured** and shall not contribute to it.

If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the **Named Insured** for the **Additional Insured**, then we waive any right of subrogation we may have against an entity that is an **Additional Insured** per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under such written and legally enforceable contract with that **Additional Insured**.

Except as set forth above, all of the terms, conditions and exclusions of the policy apply and remain in effect.

Policy No.: GLSISTC005506824

Date: 01/03/2024

Time: **12:01 a.m.**

Third Coast Insurance Company

By:

Abel Travis, President

Bobbi Elliot, Corporate Secretary

**ATTACHMENT C**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

*Effective July 1, 2007, the following language shall be included in all contracts entered into by the City of Griffin for the performance of services (not for the purchase of goods and materials). It may be incorporated into the contract by reference and attached thereto:*

"A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ___ and is incorporated into this Agreement by reference herein.

B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. _____ Fewer than 100 employees.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

Contractor's Initials: TE Date: 9/16/24
Verification of compliance by City contract officer: _____

## ATTACHMENT D

## Title VI of The Civil Rights Act, as applied through The Civil Rights Restoration Act of 1987

*The following language shall be included in all contracts entered by the City of Griffin, Georgia for services (including procurement of construction materials and equipment leases for public works projects). It may be incorporated into the contract by reference and attached thereto:*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(1) Compliance with Regulations:** The contractor shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, and pertinent regulations relative to nondiscrimination in Federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discriminatory practices, including employment practices.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **CITY OF GRIFFIN, GEORGIA** to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the **CITY OF GRIFFIN, GEORGIA**, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the **CITY OF GRIFFIN, GEORGIA** shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the **CITY OF GRIFFIN, GEORGIA** may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **CITY OF GRIFFIN, GEORGIA** to enter into such litigation to protect the interests of the **CITY OF GRIFFIN, GEORGIA** , and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider declaring as surplus a 2009 Ford E-350, Unit #289, and conveying ownership of said vehicle to the Spalding County Coroner's Office and authorizing the Mayor and City Manager to execute any documents necessary for the transfer. *Griffin Police Department Captain of Administrative Services Division, Daniel Jett, will address*.

### SPECIAL CONSIDERATIONS OR CONCERNS:

This vehicle will be used by the Spalding County Coroner's Office in the performance of his duties. The vehicle being declared surplus is Unit #289, a 2009 Ford E-350 (VIN# 1FBSS31L19DA65897) with 39,818 miles.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

N/A

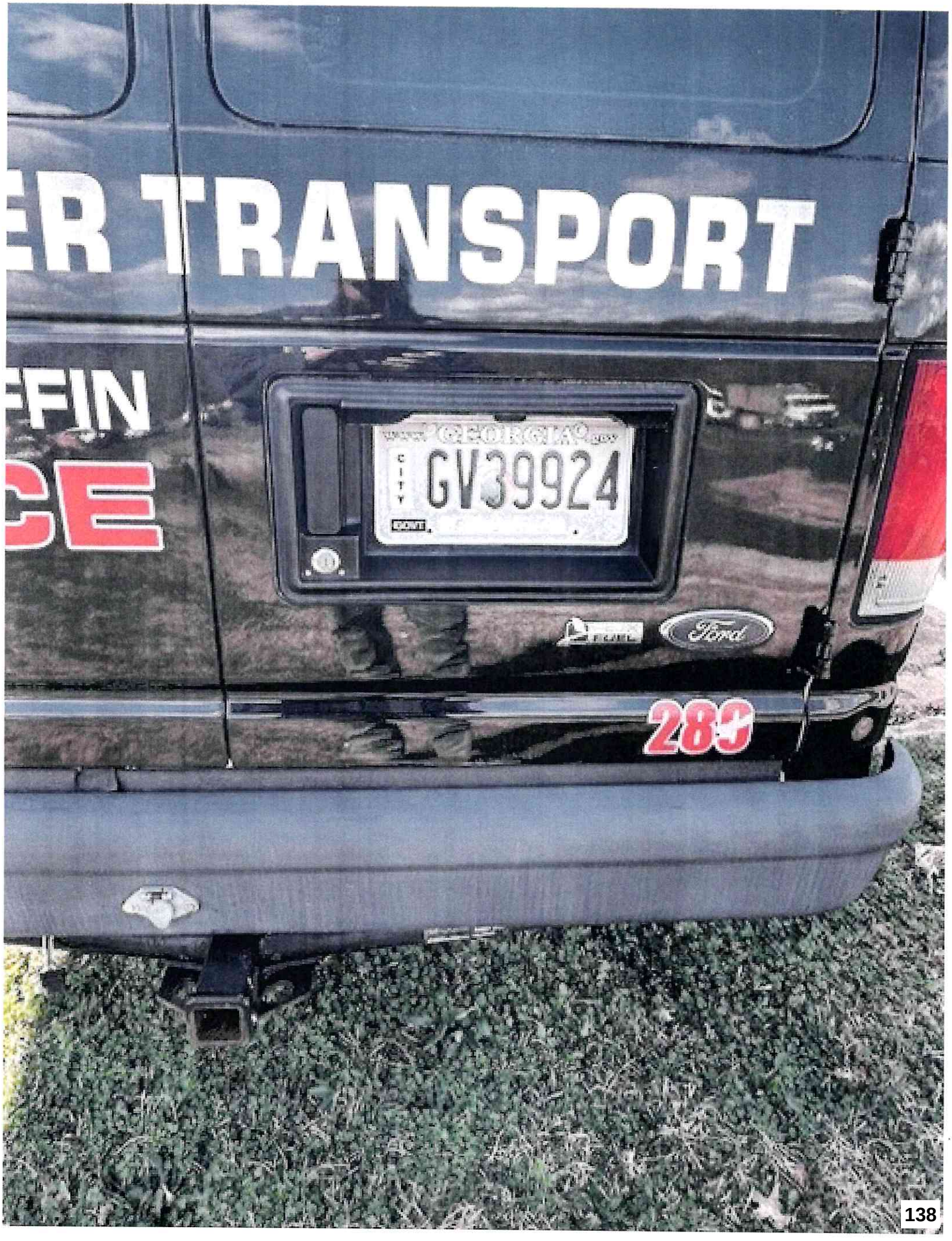
**Submitted By:**
Jimmy Hardy

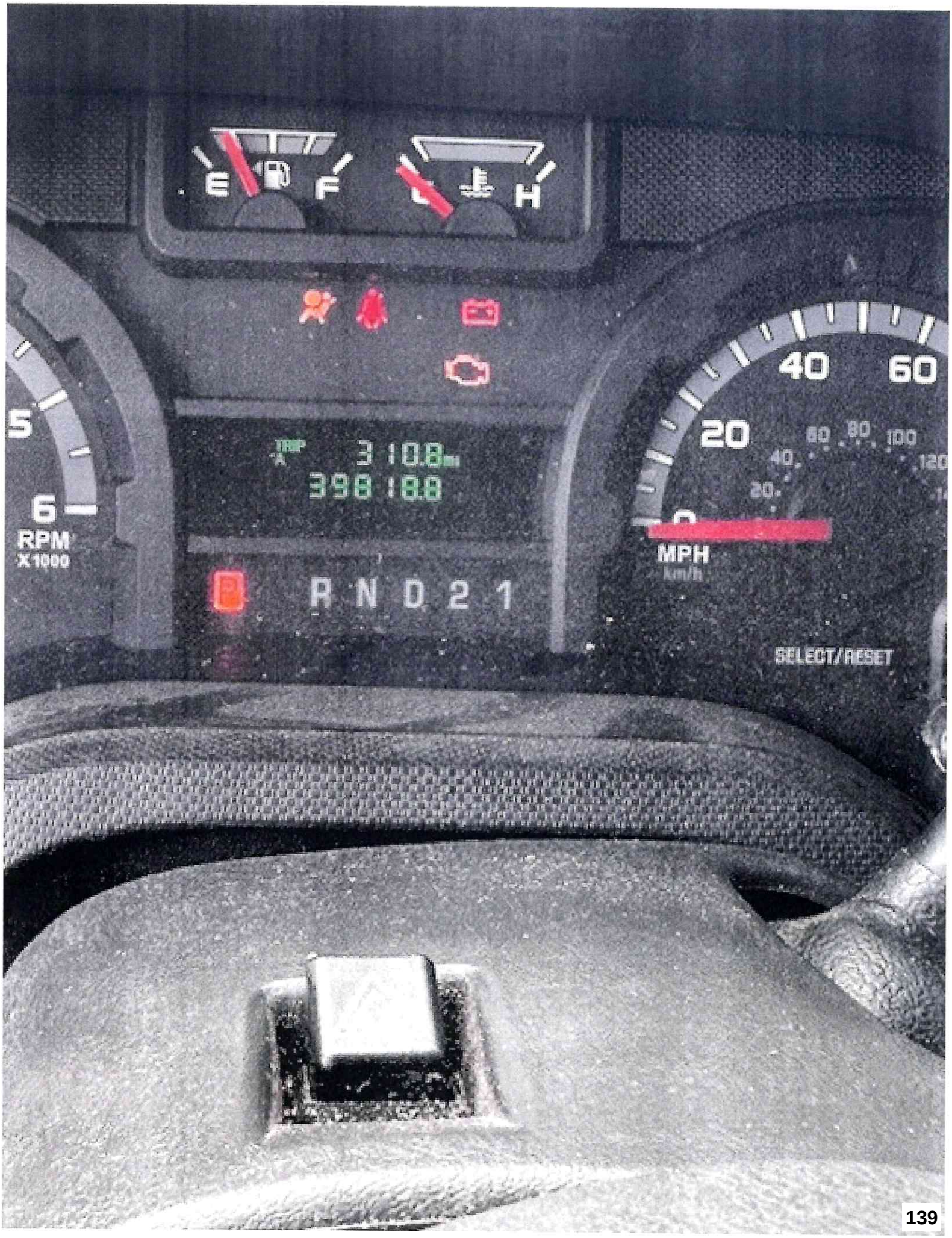
**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Unit 289 - Pictures.pdf
MOU-COGCoronerVan.pdf
Unit 289 Ford E-350 FRF.pdf


POLICE
289


ER TRANSPORT
FFIN
CE
GEORGIA
GV39924
Ford
283


E
F
L
H
5
6
RPM
X1000
TRIP A
3108 mi
3988.8
R N D 2 1
20
40
60
80
100
120
MPH
km/h
SELECT/RESET

MFD. BY FORD MOTOR CO.
FRONT GAWR: 3250LB 1474KG
WITH LT245/75R16E
16x7.0K
AT 350 kPa/ 55 PSI COLD

REAR GAWR: 9100LB/ 4128KG
WITH LT245/75R16E
16x7.0K
AT 550 kPa/ 80 PSI COLD

DATE 04/09
TIRES
RIMS

GVWR: 6084LB 2760KG
TIRES
RIMS

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE
SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
TYPE: Bus (Not school bus)
VIN: 1FBSS31L19DA65897

RC: 21 DSO:

| EXT PNT: | YZ | | | | | | | | F0000 |
|---|---|---|---|---|---|---|---|---|---|
| WB | INT TR | TP/PS | R | AXLE | TR | SPR | 9E414 | | T0397 |
| 138 | AE | | 7 | 34 | Q | JJ33 | E05 | | |
| MADE IN U.S.A. | | | | | | ULC | | ▽5U5A-352047Z-AA | |

**MEMORANDUM OF UNDERSTANDING**
**Between Spalding County, Georgia**
**and**
**the City of Griffin, Georgia**

This agreement is made and entered into this 16th day of September, 2024, by and between Spalding County, Georgia (hereinafter referred to as the "County") and the City of Griffin, Georgia (hereinafter referred to as the "City").

**WHEREAS**, the Spalding County Coroner is in need of a full-size van for transport related to the services he provides to the City and the County; and

**WHEREAS**, the City is declaring as surplus the former prisoner transport van, as it is no longer needed since those services are provided by the Spalding County Sheriff's Office and/or the Griffin Police Department; and

**WHEREAS**, the County and the City recognize the positive impact this vehicle would have on the Coroner's services;

**NOW, THEREFORE,** in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

1. The City agrees to declare as surplus one full-size van (a 2009 black and white Ford E-350, VIN 1FBSS31L19DA65897) to be transferred to the County for the sole use of the Coroner.

2. The County agrees that the van shall be solely used by the Coroner for the services provided by his office to the City and County.

**IN WITNESS WHEREOF**, the Parties, through their duly-authorized representatives, have set their hands and affixed their seals, the day and year first above written.

Clay Davis
Clay Davis, Chairperson
Spalding County

9/16/2024
Date

Attest: Steve Ledbetter, County Manager

Douglas S. Hollberg, Mayor
City of Griffin

Date

Attest: Jessica O'Connor, City Manager

Griffin

Public Works - Motor Pool
FLEET/EQUIPMENT RETIREMENT REQUEST FORM

FOR FY25

CURRENTLY assigned to: Department: Police Division: CID

FLEET - Unit #: 289 VIN# or Serial # 1FBSS31L19DA65897 Tag #: GV39924 (N/A only if off road)

Desc of vehicle/equipment 2009 (YEAR) Ford (MAKE) E-350 (MODEL)

Body Style & Description: Full Size Van (BODY STYLE (ie. SEDAN, TRUCK, TRACKHOE, ETC)

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

Current Odometer/Hourmeter Reading: 39818 MILES OR _____ HOURS

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

x **Direct Purchase** by City *City of Griffin*

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

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

**REASON FOR RETIRING:**

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

_____ **Mechanical Issues** (if so, list issues) _____

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

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

x **Other** (explain) *no longer in use*

Department Director _____ Date: 9/18/24

Approval of Fleet Director: _____ Date: 9/18/2024

Approval of Public Works Director: _____ Date: 9/18/24

**MOTOR POOL ASSESSMENT OF FLEET RETIREMENT REQUEST**

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

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

_____ **SELL** Fleet Unit at auction _____

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

x **DONATE** to another government or agency *Donate to Coroner*

_____ **Other** (explain) _____

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider a contract with Cellebrite for an upgrade to Inseyets Pro for the extraction of digital forensics from smartphones, and associated training for three police department officers and three IT personnel in the amount of $61,701.00. *Chief Technology Officer, Gibb Cotton, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

Cellebrite enables police officers to rapidly extract and examine digital forensic data from smartphones. The upgrade to Inseyets will enhance the quality and amount of evidence collected and enable investigators to quickly analyze and respond to crime. $34,701.00 includes the base purchase costs of the software along with up to 100 unlocks of smartphones. An additional $27,000.00 will be used to train both PD and IT staff to use and support the software.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

$34,900.00 in software costs will be paid from the police department's software Maintenance budget, $13,301 in training will be paid from IT's training budget and the remaining $13,500.00 will be paid from the police department's training budget.

**Submitted By:**
Gibb Cotton

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Cellebrite with AJW signature.pdf

**Cellebrite Inc.**
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite | Justice Accelerated

# Quote

**Quote#** Q-405583-1
**Date:** Jul 26, 2024

**Billing Information**
**City of Griffin**
100 S Hill Street
Griffin, Georgia 30224
United States

**Contact:** Gibb Cotton
**Phone:** 16786920386

**Delivery Information**
City of Griffin
100 South Hill Street
Griffin, GA 30223
United States

**Contact:** Gibb Cotton
**Phone:** 16786920386

**Wire To:**
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

**Check Remittance (Only for NA):**
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

**End Customer: City of Griffin**

Click here to process with Credit Card payment
By clicking the link above and accepting this quote,
You are expressing your agreement and compliance to and with the terms contained on this quote.

| Customer ID | Good Through | Payment Terms | Currency | Sales Rep |
|---|---|---|---|---|
| SF-00078379 | Aug 25, 2024 | Net 30 | USD | Tommy Smith |

| Product Code | Product Name | Qty | Start Date | End Date | Serial Number | Net Price\Unit | Net Price |
|---|---|---|---|---|---|---|---|
| B-CNR-05-003 | Upgrade to Inseyets Online Pro | 1 | Oct 07, 2024 | Oct 06, 2025 | 549491975 | 9,700.00 | 9,700.00 |
| S-UFD-20-003 | Inseyets Pro UFED Subscription | 1 | Oct 07, 2024 | Oct 06, 2025 | 549491975 | 0.00 | 0.00 |
| S-UFD-20-006 | Inseyets Pro PA Subscription | 1 | Oct 07, 2024 | Oct 06, 2025 | 549491975 | 0.00 | 0.00 |
| F-UFD-06-005 | Inseyets upgrade kit | 1 | | | | 0.00 | 0.00 |
| U-AIS-05-001 | 2 Promotional Unlocks for Inseyets | 1 | Oct 07, 2024 | Oct 06, 2025 | 549491975 | 0.00 | 0.00 |
| S-AIS-20-001 | Inseyets Online Limited Unlocks subscription | 100 | Oct 07, 2024 | Oct 06, 2025 | 549491975 | 250.01 | 25,001.00 |
| B-TRN-03-040 | In-Person/Virtual CCO +CCPA Inseyets (5 days) | 6 | | | | 4,500.00 | 27,000.00 |
| U-TRN-02-118 | In-Person/Virtual (CCO) - Cellebrite Certified Operator Inseyets (2 days) | 6 | Jul 26, 2024 | Jul 25, 2025 | | 0.00 | 0.00 |
| U-TRN-02-119 | In-Person/Virtual (CCPA) - Certified Physical Analyst Inseyets (3 days) | 6 | Jul 26, 2024 | Jul 25, 2025 | | 0.00 | 0.00 |

| | |
|---|---|
| SubTotal | USD 61,701.00 |
| Shipping & Handling | USD 0.00 |
| Sales Tax | USD 0.00 |
| Total | USD 61,701.00 |

Comments:

**Terms and Conditions:**
- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Quote and services provided subject to EULA and General Terms and Conditions (attached and incorproated herein) as amended and executed by Cellebrite and the City.

Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

**Customer Name: City of Griffin**

Please sign and email to John Hencinsky at john.hencinsky@cellebrite.com

Cellebrite

**IMPORTANT: PLEASE READ THIS END CUSTOMER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT.** CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO Customer ONLY IF YOU AND Customer ACCEPT ALL OF THE TERMS SET OUT IN THE AGREEMENT (as defined below).

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS END Customer LICENSE AGREEMENT, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BETWEEN Customer AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, AND CELLEBRITE'S TERMS AND CONDITIONS, THE ORDER OF PRECEDENCE SHALL BE (A) THIS END CUSTOEMR LICENSE AGREEMENT; (B) AN AGREEMENT SIGNED BY Customer AND CELLEBRITE;; (C) CELLEBRITE'S QUOTE AND GENERAL TERMS AND CONDITIONS; (D) TERMS AND CONDITIONS SET OUT IN CELLEBRITE'S DOCUMENTATION, INCLUDING USER GUIDES, "CLICK TO ACCEPT" ADDENDA TERMS AND ANY POP UP TERMS AND INSTRUCTIONS WITHIN CELLEBRITE PRODUCTS; AND LAST (E) CUSTOMER'S PURCHASE ORDER. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION THAT YOU REPRESENT (THE "LICENSEE" OR "CUSTOMER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR ARE NOT AUTHORISED TO ACCEPT AND AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN CUSTOMER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. CUSTOMER'S RIGHT TO RETURN AND REFUND ONLY APPLIES IF Customer IS THE ORIGINAL PURCHASER AND LICENSEE OF SUCH SOFTWARE.

This EULA governs Customer's access to and use of any Software and/or any Product (as defined below) first placed in use by Customer on or after the release date of this EULA version (the "Release Date").

1. **DEFINITIONS –** In this Agreement, the following capitalized terms shall have the meaning set forth below:
   "Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

   "Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional agreement in writing signed by Customer and Cellebrite.

   "Authorization Product" means a product sold by Cellebrite, or an authorized reseller of Cellebrite, with embedded License Authorization Software, including but not limited to a USB dongle with embedded License Authorization Software.

   "Authorized Users" means the number of Users that Customer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Customer.

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"Beta Software" means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

"Cellebrite" means Cellebrite DI Ltd. or its Affiliate that has an agreement with Customer and/or issues invoices to Customer with respect to any Software and/or Product, as applicable.

"Concurrent Users" means the number of Authorized Users (whether Named Users or not) of Customer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

"Documentation" means any documentation related to any Software provided by Cellebrite.

"Embedded Software" means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite or an authorized reseller of Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed "Embedded Software", notwithstanding being separately delivered from the applicable Product.

"Law" shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

"License Authorization Software" means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

"License Term" means the term of a paid subscription to an instance of Software or a unit of Product.

"Named Users" means a User authorized by Customer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

"Product" means a product manufactured by Cellebrite. The term "Product" includes without limitation Authorization Products.

"Remote Access Protocol" means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (*e.g.*, a laptop) to a single host computer (*e.g.*, a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Customer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

"Software" means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term "Software" includes without limitation any Embedded Software, Upgrade, Update, standalone software or any License Authorization Software.

"Territory" means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

"Third Party" means an individual or entity other than Customer, Cellebrite and Cellebrite's Affiliates.

"Third Party Software" means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

"Update" means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (*e.g.*, version 4.1 to 4.2).

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"Upgrade" means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite's Customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (*e.g.*, version 4.2 to 5.0).

"User" means any individual able to gain access to any Software functionality.

"You" means the individual executing this EULA on behalf of the Customer.

**2. LICENSE GRANT**

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Customer, and Customer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, strictly for Customer's internal use for the Authorized Purposes identified below, and not for any other purpose, strictly in the Territory, only as authorized in this Agreement and subject to the terms hereof; and (ii) (iii) where the Software in not provided as Embedded Software, keep one (1) copy of Software strictly for backup, archival or disaster recovery purposes.

For purposes of this EULA, "Authorized Purposes" means strictly the following purposes:

- An internal investigation conducted by the Customer within the Customer's own organization;
- An investigation of fraud, intrusion or assault incidents, including DFIR conducted by the Customer within the Customer's own organization;
- An eDiscovery process performed as part of legal proceedings where the Customer is a Party;
- Data backup performed as part of a legal hold proceeding involving the Customer's organization;
- Law enforcement activities, crime and/or terrorism prevention;
- Data recovery within the Customer's organization; and/or
- Customer organization's compliance evaluation purposes.

Notwithstanding the foregoing, the "Authorized Purposes" restriction above shall not apply to usage of Cellebrite's Endpoint Inspector product which may be used for any internal use.

i. Embedded Software Limitations. Customer may only use Embedded Software for execution on the unit of Product originally delivered to Customer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Customer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Customer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Customer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

Cellebrite

iv. Authorization Products. Without limiting Section 2.D, Customer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Customer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.

v. Remote Access Protocol. Customer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Customer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Customer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Customer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile's custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian's device.

vi. Named Users. If the Agreement specifies that any Software may be used by Named Users, Customer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials.

vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Customer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Customer must keep a record of all Authorized Users who are Concurrent Users.

viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "**Licensed System**" means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

ix. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Access and Use. Subject to Customer's compliance with the terms and conditions contained in this Agreement and/or in any applicable quote issued to Customer by Cellebrite in connection with each of the Services listed above, Cellebrite further grants to Customer, during the relevant Subscription Term , a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant Software where Software components are offered by Cellebrite for the purpose of using the Service, in each case strictly under the tems of License set out in this Section 2, solely for the Authorized Purposes and strictly for the benefit of Customer. By accessing and/or using the Service, Customer expressly acknowledges and agrees

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that operational and usage information shall be shared with Cellebrite for the purpose of providing the Service. Such information may include, but is not limited to the number of unlocking actions purchased by the Customer and/or left for use, types of Software downloaded by Customer for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite's control and may not be continuous and uninterrupted. Customer acknowledges that the Service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.

x. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Placement and Use. Customer shall use the all Services and place all related Software and hardware components provided with the Services, inside a secured room, lab, or office, where the security measures used to secure the Services and respective components are consistent with security measures undertaken by the Customer to protect its most sensitive activities.

B. Software Provisions.

i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Customer.

iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Customer with, and Customer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Customer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Customer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Customer's use of any Trial and/or Beta Software. Customer's sole and exclusive remedy with respect to such Trial and/or Beta Software is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of the Software. Cellebrite will be under no obligation to provide Customer any maintenance or support services with respect to the Trial and/or Beta Software.

IT IS CLARIFIED THAT THE LICENSE UNDER THIS SUB-SECTION IV IS PROVIDED "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. CELLEBRITE DISCLAIMS ALL

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IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL CELLEBRITE BE LIABLE TO Customer OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE.

v. Customer represents, warrants and covenants to Cellebrite that (a) only Users of Customer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Customer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Customer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Customer shall not, and shall not permit, authorize or engage any Third Party to:

i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;

iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;

iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;

v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);

vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;

vii. disclose any results of testing or benchmarking of any Software to any Third Party;

viii. use any Update or Upgrade beyond those to which Customer is entitled or with any Software to which Customer does not have a valid, current license;

ix. deactivate, modify or impair the functioning of any disabling code in any Software;

x. circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms;

xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:

(1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;

(2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the

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International Labor Organization Declaration on Fundamental Principles and Rights at Work;

(3) any rights of any Third Party.

xii. use any Product for any training purposes, other than for training Customer's employees, where Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;

xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,

xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Customer's affiliates, employees, contractors, licensors, suppliers or Customers. If the event that the Customer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

D. Legal Exception. Customer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Customer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Customer exercises any such rights, Customer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Customer; or (b) permit Customer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights.

E. Network Usage. Customer understands and agrees that Cellebrite may use Customer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Customer's computer and the Cellebrite license server.

F. Third Party Software. Customer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps - https://www.microsoft.com/en-us/maps/product/terms-april-2011; http://aka.ms/BingMapsMicrosoftPrivacy

ii. OpenStreetMap – http://www.openstreetmap.org/copyright

iii. Chainalysis Inc. - https://legal.cellebrite.com/intl/ChainalysisEULA.htm

Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party

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G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Customer, whether by implication or otherwise.

H. Open Source Software.

i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to Customer. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Customer from its respective licensors and not sublicensed to Customer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

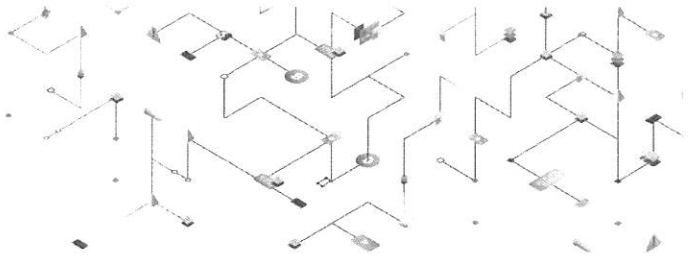
ii. If Customer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Customer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at support@cellebrite.com.

I. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Customer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

J Aggregated Statistics and Usage Data. Customer hereby agrees and consents that Cellebrite may monitor Customer's use of the Software, Products and Services and use Customer usage data or other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Software, products and Services ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, shall belong to and are retained solely by Cellebrite. Customer acknowledges and agrees that Cellebrite will be compiling Aggregated Statistics including information and inputs Customer and by other Customers and Customer agrees that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service and product enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

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3. **OWNERSHIP**

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software, Services and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software Service and/or Documentation or any derivative works thereof. Any reference to a sale of Products shall be understood as a license to Software or Services under the terms and conditions of this Agreement.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. **CONFIDENTIALITY –** The parties may each disclose to the other proprietary information related to the subject of the Agreement ("Confidential Information"). Software and Trade Secrets are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential" or
"proprietary" to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.
Pursuant to 18 U.S.C. §1833(b) , Customer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite's Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Customer's reporting a suspected violation of law, Customer may only disclose Cellebrite Trade Secrets to Customer's legal counsel and may only use the Trade Secret information, if Customer (i) files documents containing Trade Secrets under seal; and (ii) Customer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.
The term "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.
The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to only employees (including any agents, contractors or

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consultants) with a need to know who are advised of their obligations with respect to Confidential Information, (c) not copy, duplicate, reverse engineer or decompile Confidential Information, (d) use Confidential Information only in furtherance of performance under the Agreement, and (e) upon expiration or termination of the Agreement, at the disclosing party's option, destroy or return all Confidential Information to the disclosing party.

The receiving party shall have no obligation regarding Confidential Information that: (a) was previously known to it free of any confidentiality obligation, (b) was independently developed by it, (c) is or becomes publicly available other than by unauthorized disclosure, (d) is disclosed to third parties by the disclosing party without restriction, or (e) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

**5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.**

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. To the extent permitted by law, Cellebrite's entire liability and Customer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation under the Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, Customer's direct damages; and
ii. For all other claims, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Customer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT BY LAW, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN Customer.

E. Third Party Software Liability. Notwithstanding anything to the contrary, Cellebrite shall not be liable to Customer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.

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Additionally, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty provided by the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software) shall apply to Third Party Software.

6. **CELLEBRITE INDEMNITY** – Cellebrite will, at its expense: (i) indemnify, defend and hold Customer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Customer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Customer and attributable to such claim.

In connection with satisfying its obligations hereunder, Cellebrite may, at its option and expense: (a) procure for Customer and/or its Customers the right to continue using such Software or any Product on which such Software is embedded; (b) replace or modify any such Software or any Product on which such Software is embedded, to be free of such infringement; or (c) require return of such Software or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

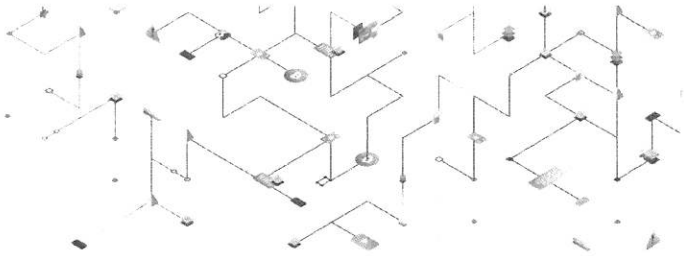
Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. To the maximum extent permitted by applicable law, the maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Customer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Customer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Customer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Customer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Customer, or upon anyone claiming under Customer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

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## 8. DISABLING CODE

A. Disabling Code. Software may be provided to Customer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Customer's prior consent.

B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Customer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Customer has used the Software other than as authorized by Customer's license. Cellebrite shall have no liability to Customer for any good faith invocation of any such disabling code.

## 9. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Customer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Customer.

B. Termination. Cellebrite may terminate this EULA and revoke the license granted hereunder (i) upon thirty (30) days' prior written notice to Customer if Customer has not cured any material breach of this EULA by the end of such thirty (30) day notice period, or (ii) if Customer has not paid any invoice sixty (60) days after such invoice is due, or (iii) by providing a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind . Upon termination or expiration of this EULA, (a) Customer shall be responsible for payment for all purchase orders delivered to Customer by Cellebrite before the effective date of termination and (b) Customer shall destroy all copies of any Software under Customer's control or possession.

C. Survival. The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA.

## 10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A. Choice of Law; Jurisdiction.

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of one (1) day of confidential mediation with a neutral mediator mutually agreed upon by the Parties in Atlanta, Georgia.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the United States of America or the State of Georgia (Fulton County, Georgia) as applicable. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of Georgia and subject to the exclusive jurisdiction of the federal or state courts in Georgia, without giving effect to any conflict of Law rules or principles.

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The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, in any jurisdiction permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Customer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.

11. **ASSIGNMENT** – Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Customer is sublicensable, transferable or assignable by Customer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Customer shall be null and void.

12. **NO-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

13. **ENTIRE AGREEMENT** – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA.

14. **CONSTRUCTION; SEVERABILITY** – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

15. **USA GOVERNMENT USERS ONLY**

**This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.**

A. U.S. Government Customers. The Software and Services were developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

B. **INAPPLICABLE TERMS AND PROVISIONS – *VOID AB INITIO***. This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain

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in full force and effect. Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

## 16. WARRANITES

A. Hardware Warranty.

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs, and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories.

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or

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replace any Software that fails to meet this limited warranty .Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions:

Cellebrite is not responsible for any claimed breach of any warranty caused by: (a) Licensee's use of the Products or Software in violation of Section 2(C) ("License Prohibitions"); (b) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (c) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (d) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (e) for any Product with a touch screen, any Defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any Defect caused in a touch screen by Licensee's negligence or wilful misconduct; (f) maintenance of the Products or Software in a manner that is contrary to written instructions provided by Cellebrite to Licensee; (g) a product or service not provided, authorised or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorised or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorised or approved by Cellebrite; (j) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS" to the maximum extent permissible by law); (k) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (l) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (m) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (n) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorised by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorised by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee (any Product or Software affected by the cases in (a)-(p) is referred to hereinafter as an "**Excluded Item**"). The warranties herein do not apply to, and Cellebrite makes no warranties with respect to the computer or other platform on which the Software is installed or otherwise embedded.

D. Warranty Limitations:

EXCEPT AS STATED IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AT COMMON LAW OR BY STATUTE, AND SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION RELATING TO THE PRODUCTS, SERVICES, OR THE CONFIDENTIAL INFORMATION, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, PATENT SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE, USE, VALUE, NONVIOLATION OF PRIVACY RIGHTS, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND THE EQUIVALENTS THEREOF UNDER THE LAWS OF ANY JURISDICTION OR THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT CELLEBRITE'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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Cellebrite expressly disclaims and renounces any warranty or representation that the Products and/or the Software can work with all types of devices, any particular device, or with any particular version of any operating system. Licensee assumes the entire risk and all liabilities that the Product and/or the Software will not work with respect to any such device. THE LICENSEE'S BENEFITS FROM THE SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

E. Repaired or Replaced Products:

Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

EULA Version: November 2023

CITY OF GRIFFIN

Douglas S. Hollberg, Mayor

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:
Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Date:

CELLEBRITE, INC.

Dwight Chamberlain

Name: Dwight Chamberlain
Title: Vice president

Date: Sep-20-2024

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**CELLEBRITE INC.**
**GENERAL TERMS AND CONDITIONS**

## 1. Definitions

1.1. In addition to the definitions contained in the End User License Agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html ("**EULA**"), as amended and fully executed by the Parties, the terms of which are incorporated by reference herein, in these General Terms and Conditions (the "**GTC**"):

1.1.1. "**Licensee**" shall mean the contracting party of the which purchase from Cellebrite the Products under the Purchase Order.

1.1.2. "**Person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a governmental or regulatory authority.

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with address, Social Security Number, Tax identification number, driver's license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) Licensee proprietary network information, including without limitation call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

1.1.4. "**Purchase Order**" or "**PO**" shall mean a purchase order submitted by Licensee to Cellebrite.

1.1.5. "**Quote**" shall mean a Quote issued by Cellebrite pursuant to this Agreement.

1.1.6. "**Restricted Territories**" shall mean any of those jurisdictions or territories that are (i) subject or target of sanctions or terrorist-supporting territories, including, without limitation, Iran, Iraq, Somalia, Syria, Libya, Lebanon, Palestinian territories, North Korea, Sudan, Yemen, Cuba, Venezuela, Pakistan and the Crimea region, or (ii) regulated territories in which Licensee does not have the licences, permits, authorizations and approvals that are required by all applicable laws issued by the relevant regulatory authority to carry out Licensee's business activity using the Product and/or the Software.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular shall include the plural and vice versa, (ii) words expressed in the masculine shall include the feminine and neutral gender and vice versa; (iii) references to Sections are references to sections of these GTC, and; (iv) references to "day" or "days" are to business days, which shall be any day, other than a Saturday or Sunday or a day on which banks located in the United States shall be authorised or required by law to close.

## 2. Scope and Purpose

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee or Cellebrite's URL's or hyperlinks in any document shall not be binding

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on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or Cellebrite, or even if signed by Cellebrite. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorised officer of Cellebrite, shall be void and unenforceable.

2.2 **Services for Pathfinder Teams Licensees:**

2.2.1. "**Included Pathfinder Teams Annual Services**" shall mean services to be provided to Pathfinder Teams Licensees with respect to new (other than renewals) Pathfinder Teams Licenses issued under Quotes dated 1 January 2022 onwards; Such services may include first installation assistance and/or web-based training or guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.2.2. During the License Term, Pathfinder Teams Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Pathfinder Teams Annual Services per year, on a non-accumulative basis. The Included Pathfinder Teams Annual Services shall be provided to Pathfinder Teams Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Pathfinder Teams Licensee written request to receive the annual Included Pathfinder Teams Annual Services, Cellebrite's and the Pathfinder Teams Licensee shall mutually determine regarding the dates of executions of the annual Included Pathfinder Teams Annual Services. Non-consumption of any Included Pathfinder Teams Annual Services by the Pathfinder Teams Licensee during the License Term, for any reason, shall not entitle the Pathfinder Teams Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Pathfinder Teams Annual Services.

## 3. Purchase Orders

3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying: (i) quantities of each Product; (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.

3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.

3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").

3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

## 4. Prices and Purchase Price

4.1. Price List. Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of

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notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.

4.2. Total Purchase Price. Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.

4.3. Quoted Price. Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Terms of Payment and Default Interest. Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

## 5. Delivery

5.1. Delivery Obligations. Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.

5.2. Transfer of Risk and Title. The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

## 6. Representations and Warranties

6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.

6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions ;(iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use

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reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

6.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product and/or Software, Licensee authorises Cellebrite to:

6.3.1. access all devices and all programmes, data and media contained on them;

6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;

6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and

6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

6.4. Licensee shall provide to Cellebrite in a timely manner the following documents, information, items, written evidence and materials in any form (whether owned by Licensee or third party) and ensure that they are accurate and complete in all material respects:

6.4.1. Licensee's IT Policy;

6.4.2. Licensee's Acceptable Use Policy;

6.4.3. Licensee's "Bring Your Own Device" Policy; and

6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement.

6.5. Licensee shall also:

6.5.1. implement appropriate measures and policies to mitigate the risks of the Licensee's employees, agents, subcontractors or consultants reporting any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority; and

6.5.2. immediately notify Cellebrite if Licensee becomes aware that any of Licensee's employees, agents, subcontractors or consultants have reported any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority.

## 7. Responsibility

7.1. Subject to the terms of the Agreement and any ancillary documents thereto, each Party is responsible to the other Party for damages it may cause to the other Party by its willful acts and for its failure to fully or duly perform the conditions hereof.

7.2. Licensee will not, directly or indirectly, use, resell, deliver, transfer, lend, or otherwise make available the Product and/or the Software to any of Cellebrite's competitors.

7.3. Licensee will not directly or indirectly use the Product and/or the Software, or otherwise resell, deliver, transfer, lend, contribute or otherwise make available the Product and/or Software to any party, person or entity in connection with any terrorist activity or activity or business in any of the Restricted Territories in violation of sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State (including,

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without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury or other relevant economic sanctions authority.

7.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.

7.5. To the extent permitted by law, both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm. If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

## 8. Compliance

8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Licensee will comply with Cellebrite's Business Conduct Policy.

8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).

8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.

8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.

8.5. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.

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8.7. To the extent permitted by law, Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.

8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

**9. Force Majeure**

9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).

9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

**10. Export**

10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.

10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

**11. Miscellaneous**

11.1. Publicity. Cellebrite may list Licensee as one of Cellebrite's customers.

11.2. Language. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

11.3. Termination. Either Party may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply

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with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.

11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.

11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (*e.g.*, in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CITY OF GRIFFIN

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, Secretary

Approved as to Form:
*Andrew J. Whalen, III*
_____
Andrew J. Whalen, III, City Attorney

Date:

_____

CELLEBRITE, INC.

Signed by:
Dwight Chamberlain
4106778BEBC49...

_____
Name: Dwight Chamberlain
Title: Vice president
Date: Sep-20-2024

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the Home Energy Supplier Agreement with the Department of Family and Children Services (DFCS) for the Low Income Home Energy Assistance Program. *Electric Director, Jennifer Freeman will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The Low Income Home Energy Assistance Program (LIHEAP) is coordinated by DFACS with Home Energy Suppliers, such as the City of Griffin. Households that have been approved by DFACS for the LIHEAP benefit receive assistance from the State of Georgia for the electric bill/account. The City coordinates with the customer and the State to apply the benefit to the customer's account. The City is required to recertify as a Home Energy Supplier under the program on an annual basis, and has been doing so for several years.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The program is at no cost to the City of Griffin. All funds or benefits are provided by the State. The City merely assists as a Home Energy Supplier in noting the receipt of those benefits on the customers account and sharing information with DFACS to ensure the benefit is properly applied.

**Submitted By:**
Susan Bartholomew

**Meeting Date:**
24/09/2024

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
2023 LIHEAP Agreement[21].pdf

# DIVISION OF FAMILY AND CHILDREN SERVICES
# LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
# HOME ENERGY SUPPLIER AGREEMENT

1. **Legal Name of Home Energy Supplier:**

   CITY OF GRIFFIN

2. **List all Alias Names or Prior Business Names Used:**

   CITY OF GRIFFIN

3. **Vendor Number:**

   158

4. **Mailing Address for Payments:**

   PO BOX T GRIFFIN GA 30224

5. **Physical Address:**

   100 S Hill St GRIFFIN GA 30224

6. **Name of Contact Person:**

   Rita Bagwell

   Telephone Number: 470-771-3210

   Email Address: RBAGWELL@CITYOFGRIFFIN.COM

   Fax:

7. **Home Energy Supplier, EIN or IRS Tax Number:**

   ● EIN: 58-6000587 ○ IRS:

8. **Type of Utilities/Fuel Dealer**:

| | Yes | No |
|---|---|---|
| Natural Gas: | ○ | ● |
| Electricity: | ● | ○ |
| Fuel Oil: | ○ | ● |
| Coal / Coke: | ○ | ● |
| LP/Bottle Gas: | ○ | ● |
| Wood: | ○ | ● |

9. **Atlanta Gas Light/Southern Company Provider:** ○ Yes ● No

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

**HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY**

Yes ○ No ○ STATEWIDE (Check 'Yes' only if you serve the entire state.)

If 'Yes' is selected, please confirm that no other counties are selected.

☐ If 'No' is selected, please confirm that you checked all the counties that you will be serving.

- ☐ 001 Appling
- ☐ 002 Atkinson
- ☐ 003 Bacon
- ☐ 004 Baker
- ☐ 005 Baldwin
- ☐ 006 Banks
- ☐ 007 Barrow
- ☐ 008 Bartow
- ☐ 009 Ben Hill
- ☐ 010 Berrien
- ☐ 011 Bibb
- ☐ 012 Bleckley
- ☐ 013 Brantley
- ☐ 014 Brooks
- ☐ 015 Bryan
- ☐ 016 Bulloch
- ☐ 017 Burke
- ☐ 018 Butts
- ☐ 019 Calhoun
- ☐ 020 Camden
- ☐ 021 Candler
- ☐ 022 Carroll
- ☐ 023 Catoosa
- ☐ 024 Charlton
- ☐ 025 Chatham
- ☐ 026 Chattahoochee
- ☐ 027 Chattooga
- ☐ 028 Cherokee
- ☐ 029 Clarke
- ☐ 030 Clay
- ☐ 031 Clayton
- ☐ 032 Clinch
- ☐ 033 Cobb
- ☐ 034 Coffee
- ☐ 035 Colquitt
- ☐ 036 Columbia
- ☐ 037 Cook
- ☐ 038 Coweta
- ☐ 039 Crawford
- ☐ 040 Crisp
- ☐ 041 Dade
- ☐ 042 Dawson
- ☐ 043 Decatur
- ☐ 044 DeKalb
- ☐ 045 Dodge
- ☐ 046 Dooly
- ☐ 047 Dougherty
- ☐ 048 Douglas
- ☐ 049 Early
- ☐ 050 Echols
- ☐ 051 Effingham
- ☐ 052 Elbert
- ☐ 053 Emanuel
- ☐ 054 Evans
- ☐ 055 Fannin
- ☐ 056 Fayette
- ☐ 057 Floyd
- ☐ 058 Forsyth
- ☐ 059 Franklin
- ☐ 060 Fulton
- ☐ 061 Gilmer
- ☐ 062 Glascock
- ☐ 063 Glynn
- ☐ 064 Gordon
- ☐ 065 Grady
- ☐ 066 Greene
- ☐ 067 Gwinnett
- ☐ 068 Habersham
- ☐ 069 Hall
- ☐ 070 Hancock
- ☐ 071 Haralson
- ☐ 072 Harris
- ☐ 073 Hart
- ☐ 074 Heard
- ☐ 075 Henry
- ☐ 076 Houston
- ☐ 077 Irwin
- ☐ 078 Jackson
- ☐ 079 Jasper
- ☐ 080 Jeff Davis
- ☐ 081 Jefferson
- ☐ 082 Jenkins
- ☐ 083 Johnson
- ☐ 084 Jones
- ☐ 085 Lamar
- ☐ 086 Lanier
- ☐ 087 Laurens
- ☐ 088 Lee
- ☐ 089 Liberty
- ☐ 090 Lincoln
- ☐ 091 Long
- ☐ 092 Lowndes
- ☐ 093 Lumpkin
- ☐ 094 Macon
- ☐ 095 Madison
- ☐ 096 Marion
- ☐ 097 McDuffie
- ☐ 098 McIntosh
- ☐ 099 Meriwether
- ☐ 100 Miller
- ☐ 101 Mitchell
- ☐ 102 Monroe
- ☐ 103 Montgomery
- ☐ 104 Morgan
- ☐ 105 Murray
- ☐ 106 Muscogee
- ☐ 107 Newton
- ☐ 108 Oconee
- ☐ 109 Oglethorpe
- ☐ 110 Paulding
- ☐ 111 Peach
- ☐ 112 Pickens
- ☐ 113 Pierce
- ☐ 114 Pike
- ☐ 115 Polk
- ☐ 116 Pulaski
- ☐ 117 Putnam
- ☐ 118 Quitman
- ☐ 119 Rabun
- ☐ 120 Randolph
- ☐ 121 Richmond
- ☐ 122 Rockdale
- ☐ 123 Schley
- ☐ 124 Screven
- ☐ 125 Seminole
- ■ 126 Spalding
- ☐ 127 Stephens
- ☐ 128 Stewart
- ☐ 129 Sumter
- ☐ 130 Talbot
- ☐ 131 Taliaferro
- ☐ 132 Tattnall
- ☐ 133 Taylor
- ☐ 134 Telfair
- ☐ 135 Terrell
- ☐ 136 Thomas
- ☐ 137 Tift
- ☐ 138 Toombs
- ☐ 139 Towns
- ☐ 140 Treutlen
- ☐ 141 Troup
- ☐ 142 Turner
- ☐ 143 Twiggs
- ☐ 144 Union
- ☐ 145 Upson
- ☐ 146 Walker
- ☐ 147 Walton
- ☐ 148 Ware
- ☐ 149 Warren
- ☐ 150 Washington
- ☐ 151 Wayne
- ☐ 152 Webster
- ☐ 153 Wheeler
- ☐ 154 White
- ☐ 155 Whitfield
- ☐ 156 Wilcox
- ☐ 157 Wilkes
- ☐ 158 Wilkinson
- ☐ 159 Worth

Failure to identify all counties served may result in the issuance of a payment to the applicant.

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

In order to participate in the State of Georgia Low Income Home Energy Assistance Program (LIHEAP), CITY OF GRIFFIN hereby agrees:
(Name of Home Energy Supplier)

1. To charge the eligible household, in the normal billing process, the difference between the actual cost of home energy and the amount of payment made by the Community Action Agency administering the LIHEAP Program (LIHEAP Statute 2605(b)(7);

2. That any agreement entered into between a Home Energy Supplier and an eligible household receiving assistance under LIHEAP will contain provisions to assure that no eligible household will be treated adversely, because of such assistance, under applicable provisions of State law or public requirements (LIHEAP Statute 2605(b)(7);

3. Not to discriminate, either in the cost of the goods supplied or the service provided, against a eligible household on whose behalf payments are made (LIHEAP Statute 2605(b)(7).

4. That the entire LIHEAP payment will be credited to the current eligible household account for which the application has been made 10 (ten) business days upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The entire LIHEAP payment must be applied to the eligible household's actual fuel cost. Failure to comply will result in the suspension of direct payments to the home energy supplier.

   - In those instances where the Home Energy Supplier provides multiple utility services, the Home Energy Supplier will ensure that the LIHEAP payment is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage, phone, etc. **Home Energy Suppliers must list the credited LIHEAP payment on the eligible household's bill, invoice or statement denoting that the bill has been paid.**
   - Payments may be used only for approved home heating products for the eligible households own use and not for any other non-heating related charges. The credit shall be no less than the full amount of the payment made by LIHEAP on behalf of each eligible household.

5. When notified that the household has been approved for a LIHEAP benefit via an official pledge or stop disconnection order by the Community Action Agency, the Home Energy Supplier must either establish service, restore service, prevent disconnection or deliver fuel. Prepaid or Pay-As-You-Go customers must be given a **twenty-one day** disconnection grace period whereby the Home Energy Supplier agrees to prevent disconnection and/or restore service at the time the Home Energy Supplier receives the pledge or stop disconnection order from the Community Action Agency.

6. If the account is closed at the time the payment is received and the payment results in a credit balance, then a refund must be made (a) payable to the applicant (person applying for LIHEAP benefits) if the applicant has moved, or (b) payable to a surviving household member if the applicant is deceased. If a credit exists on the account and (a) the applicant has moved and cannot be located, or (b) the applicant is deceased and there are no surviving household members, then a refund should be made payable to the Community Action Agency that issued the payment. All refunds returned to the Community Action Agency must include the applicant's name, address, and the last four digits of the social security number for reference on the check or refund letter.

7. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.

    - A refund check must be made payable to the Community Action Agency that issued the check. Do not return the entire check. Refund only the payment that was a duplicate or the payment that was sent in error.
    - The refund must be returned to the Community Action Agency within 10 business days of the notification from the Community Action Agency.

8. Upon notification from the customer (person receiving services from LIHEAP) or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 business days.

9. The Home Energy Supplier shall provide, at no cost to LIHEAP or the customer, and within 30 calendar days from the State's request, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the customer has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports. To provide data on actual costs and energy consumption (delivery) for eligible households receiving payment under LIHEAP upon receipt of a document from the Community Action Agency administering LIHEAP certifying that selected eligible households have provided a written authorization for the supplier to release such data;

The Community Action Agency agrees to secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Energy Supplier. The Community Action Agency represents and warrants to the Home Energy Supplier that it has obtained an Authorization for Release of General and/or Confidential Information (a "Release") from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHEAP, and that the Release authorizes any utility service provider, including the Home Energy Supplier, that participates in LIHEAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty-four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Energy Supplier if any applicant for benefits under LIHEAP at any time declines to authorize the Home Energy Supplier to disclose such information to the Community Action Agency or retracts or withdraws such authorization;
(2) shall remove, redact, and destroy any information received from the Home Energy Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Energy Supplier from any and all losses, costs, damages or expenses incurred by the Home Energy Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Energy Supplier's participation in LIHEAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

Notwithstanding the foregoing, the Georgia Department of Human Services (DHS), and the Georgia Division of Family and Children Services do not indemnify and/or hold harmless neither the Home Energy Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims

Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Energy Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Energy Supplier, or on the Home Energy supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Energy Provider (collectively, the "indemnity Claims").

This indemnification extends to the successors and assigns of the Home Energy Provider, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Energy Provider.

The Home Energy Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

10. For the purpose of monitoring compliance with this agreement and LIHEAP program compliance, the Home Energy Supplier agrees to allow representatives of the Community Action Agency and the State access to all account information for the LIHEAP recipients.

11. That no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or part with funds made available under this subpart (LIHEAP Statute Section 2606 (a)) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1976 or with respect of an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such Program or activity.

12. To follow established home energy supplier policies and procedures with regard to notice of termination of service and negotiations for paying past due accounts.

13. To notify the State and the Community Action Agency any changes in the Home Energy Supplier's name, address, telephone number or program contact person within 10 business days of the change.

14. To notify the State and the Community Action Agency of mergers and/or acquisitions and major system changes that affect account processing. Mergers and acquisitions may affect the Home Energy Supplier's policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to the division within 10 business days of the change.

Only one agreement is required from companies that have several branch offices.

## SIGNATURE PAGE

## GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

_____ Date:

Matthew Krull, Deputy Commissioner of Operations

CITY OF GRIFFIN

_____

[Name of Energy Supplier]

_____ _____ Date:

[Name of signatory] [Title]

Reviewer Initial Date:

Approved as to form:

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

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

**List of All Local Offices:**

1. **Home Energy Supplier Name:** City of Griffin

   Contact Person: Rita Bagwell

   Address: PO Box T – Griffin, GA 30224

   Email Address: rbagwell@cityofgriffin.com

   Telephone number: 470 771 3210

   EIN or TAX Number: 58-6000587

2. **Home Energy Supplier Name:** _____

   Contact Person: _____

   Address: _____

   Email Address: _____

   Telephone Number: _____

   EIN or TAX Number: _____

3. **Home Energy Supplier Name:** _____

   Contact Person: _____

   Address: _____

   Email Address: _____

   Telephone Number: _____

   EIN or TAX Number: _____

4. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____

5. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____

## AGENDA ITEM SUMMARY

**ITEM SUMMARY:**

Consider authorizing travel for Commissioner Tinsley to attend GMA Fall Training in St. Simons Island, Georgia, September 25-27, 2024.

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

This will be accommodated in budgeted travel and registration for Commissioners 101-1110-52-3500 and 101-1110-52-3700 in FY 25.

**Submitted By:**

Susan Bartholomew

**Meeting Date:**

24/09/2024

**Reviewed By:**

Jessica O'Connor

ATTACHMENTS:

Fall Training.pdf

# 2024 Fall Training Event



GMA will hold the two-day Fall Training Event at the Sea Palms Resort in St. Simons Island on September 26-27, 2024. The event will feature three six-hour classes on Thursday and three six-hour classes on Friday. Each class is scheduled to begin at 8:30 a.m. and conclude at 3:30 p.m.

**The Thursday classes are:**

- Making Citizen Engagement Work in Our Communities*
- Managing Growth: Economic and Natural Resource Issues
- How Shall We Live? Practical Ethics for Public Life*+

**The Friday classes are:**

- Effective Branding and Marketing Strategies for Municipal Governments
- Municipal Finance I*
- Steering Through the Storm: Guiding Your Community Through A Disaster*

*This class is on the required list. +This class is an advanced leadership class.

The fee for each 6-hour class is $305. If you are unable to pay by credit card, please contact Aileen Harris at 678-686-6293.

**Cancellation Policy:** Cancellations after August 29 incur a $50.00 per class cancellation fee. Cancellations after September 12 will not be refunded.