

**CITY OF GRANTVILLE
CITY COUNCIL MEETING AGENDA
MAY 24, 2021 at 6:30 P.M.
Glanton Municipal Complex
City Council Chambers
123 Lagrange Street
Grantville, Georgia 30220**

Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order

Invocation

Pledge of Allegiance

Citizen Comment Regarding Agenda Items

Approval of Agenda

Approval of Minutes

City Council Meeting Minutes April 26, 2021

City Council Work Session Minutes May 10, 2021

PUBLIC HEARING: Request to Rezone Parcel ID: G04-002-001 0.93 AC, 54 Church Street from R-20 Single Family Residential zoning to General Commercial (GC) zoning. Planning Commission recommends approval.

Discussion/Decision on Request to Rezone Parcel ID G04-002-001 0.93 AC, 54 Church Street from R-20 Single Family Residential zoning to General Commercial (GC) zoning. Planning Commission recommends approval.

Discussion/Decision on Comcast presentation/proposal to Expand Broadband Infrastructure Utilizing \$750,000 in American Rescue Plan Funds

Discussion/Decision on Police Committee Recommendations

- a. To reduce the speed limit to 25 mph in all subdivisions upon approval by GDOT
- b. To reclassify two (2) Patrol Officer positions to Corporal/Patrol Officer positions and to adopt the Grantville Police Department Organizational Chart;
- c. To transfer/sell the 2015 Chevrolet Tahoe to the Coweta County Sheriff's office for Fair Market Value as determined by the City of Grantville in their sole discretion

Discussion/Decision on Resolution No. 2021-03 Adopting the City of Grantville Updated Capital Improvement Plan (CIP) for Calendar Years 2019- 2024

Discussion/Decision on Resolution No. 2021-04 Approving and Adopting a Stormwater Extent of Service Policy

Discussion/Decision on Resolution No. 2020-08 Requiring the Use of Masks or Face Coverings Recommend amending Resolution to Recommending vice Requiring

Second Reading: Ordinance No. 2021-02 to Restate and Amend Section 11-21 of the Code of Ordinances

Discussion/Decision on Appointment to the Historic Preservation Commission to fill the unexpired term of Claude Raptis which ends on January 17, 2022

Discussion/Decision to Approve Contract with Atlanta Paving & Concrete to Resurface Lone Oak Street and Authorizing the Mayor to sign

Discussion/Decision to Approve Contract with Atlanta Paving & Concrete to Resurface Charlie Patterson Road and Authorizing the Mayor to sign

Discussion/Decision on Proposal/Purchasing six (6) units of 5HP S & N Airoflo 1600 Series Hot Dipped Galvanized Floating Brush Rotors Aeration Equipment for Wastewater Stabilization Ponds 2, 3, & 4 for an approximate cost of \$88,250.00 utilizing American Rescue Plan funds

Executive Session: Discussion/Decision on Request to Initiate Litigation to Recoup Relocation and Training expenses in the amount of \$4,940.46 from Russell Chambers

Announcement: First Notice of 2021 MEAG Power Annual Election

Citizen Comments

City Council and Staff Comments

Adjournment

**CITY OF GRANTVILLE
CITY COUNCIL MEETING MINUTES
APRIL 26, 2021 at 6:30 P.M.
Glanton Municipal Complex
City Council Chambers
123 Lagrange Street
Grantville, Georgia 30220**

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

The meeting was called to Order by Mayor Doug Jewell at 6:30 p.m. Mr. Rodney Mowery provided the Invocation, and all present recited the Pledge of Allegiance.

Present: Mayor Doug Jewell, Councilmembers Ruby Hines, Jim Sells, Mark King and Alan Wacaser; City Manager Al Grieshaber, Jr., City Clerk Roberta Higgins, and City Attorney Mark Mitchell.

Citizen Comment Regarding Agenda Items – Jeff Mansour, Patrick Laughlin and Manny Singh all requested to speak regarding the Item to Amend Comprehensive Land Use Character Area Map for Parcel ID: G08-2247-001

Approval of Agenda Sells/King: 4-0 to Amend the Agenda to include Discussion/Decision on opting out of ECG's Economic Development Service and associated fees

**Approval of Minutes March 22, 2021 City Council Regular Meeting Minutes
April 12, 2021 City Council Work Session Minutes**

Approved Sells/King: 4-0

Announcement of the Opening of the Splash Park on Memorial Day Weekend: Saturday, May 29; Sunday, May 30; and Monday, May 31, 2021

Public Hearing: Resolution No. 2021-02 Fee Schedule for City Services

Public Hearing opened at 6:39 p.m. with no comments on the Resolution. Councilmembers King/Sells motioned to close the Public Hearing: 4-0 Closed Public Hearing at 6:41 p.m.

Application for Special Events Permit The Bricks on Church Street, Grand Opening Live Music and Food Trucks on Saturday, May 22, 2021 from 12 p.m. to 7 p.m., 13 Church Street

Approved special event permit on motion by King/Hines: 4-0

Discussion/Decision on Request to Rezone Parcel ID G04-002-001 0.93 AC, 54 Church Street from R-20 Single Family Residential zoning to General Commercial (GC) zoning. Planning Commission recommends approval. Councilmember Sells called for a point of order and stated that he would abstain. City Attorney noted a Public Hearing must be held and was scheduled for May 24, 2021.

Discussion/Decision on Storm Water Drainage Problem on Lagrange Street

Wacaser/Sells motion to Approve. After much discussion, motions were withdrawn. Hines/King made and seconded a motion Declining to approve Stormwater Drainage system repair work. Vote: 3-2 Hines, King and Mayor opposed. Work will not be performed.

Discussion/Decision on Report and Proposal from Global Control Systems

Motion to approve \$96,959.60 purchase subject to receipt of American Rescue Plan (ARP) funding. Hines/King: 4-0

Discussion/Decision on Proposals from Southern Power Systems Services, Inc for Generators for Lift Stations Motion to approve \$149,955 purchase subject to receipt of American Rescue Plan (ARP) funding. Hines/King: 4-0

Discussion/Decision on Request to Amend Comprehensive Plan Land Use Character Area Map for Parcel ID G08 2247 001 to change the Future Land Use from Developing Residential to Industrial. Planning Commission recommends denial. Wacaser/King motioned to table action. Motions withdrawn. After much discussion, Councilmember Sells motioned to Approve the Map Change from Developing Residential to Industrial. Councilmembers Sells/King/Hines voted in favor of the change to the character area map with Councilmember Wacaser abstaining.

Discussion/Decision on MEAG Power's 2020 Year-End Settlement Councilmembers unanimously approved the 2020 Year End Settlement Refund Election Form depositing the \$26,288 into the Municipal Competitive Trust Flexible Operating Account-Short Term Portfolio. Wacaser/Hines: 4-0

Discussion/Decision on Proposals for Pavilions at Post Street and Griffin Street Parks

On a motion by Councilmember Wacaser, seconded by Councilmember Sells, Council unanimously approved authorization for the City Manager to solicit bids to construct Three (3) new 20 ft x 20 ft Pavilions – two (2) at Post Street Park and one (1) at Griffin Street Park.

Discussion/Decision on Resolution No. 2021-01 Approving and Adopting a Schedule of Fees for Development Services and Residential and Non-Residential Building Services

Approved Wacaser/King: 3-1 Councilmember Sells opposed

Discussion/Decision on Resolution No. 2021-02 Approving and Adopting a Schedule of Fees for City Services Approved Hines/King: 4-0

First Reading: Ordinance No. 2021-02 to Restate and Amend Section 11-21 of the Code of Ordinances This was the First Reading and no action was taken.

Second Reading: Ordinance No. 2021-01 City observed City Holidays

Approved Wacaser/King: 3-1 Councilmember Sells opposed

Discussion/Decision on Letter to Sallie Coleman, Electric Cities of Georgia (ECG) to Opt Out of Paying for Economic and Community Development (24-month notice required)

Approved Wacaser/King: 3-1 Councilmember Hines opposed

Discussion/Decision on Quitclaim Deed to Doug Phillips for property at 60 Edmond Leigh

Circle City Attorney recommended approval. Approved Sells/Hines: 4-0

Announcements

Notice 2021 Municipal Gas Authority of Georgia Annual Election: May 7, 2021

City Hall will be closed for the Memorial Day Holiday on Monday, May 31, 2021

Citizen Comments – Rodney Mowery Grady Smith Street brought a complaint to Council on the erosion on the ROW across the Mill property and asked for cold patch repairs to the street. The City Manager offered to call and meet with Mr. Mowery the next day.

Resident Jeff Mansour asked a question of Staff/Council regarding zoning on the property in front of his which is zoned Commercial but is shown on the Character Area Map as Developing Residential. He thanked Council for their support.

City Council and Staff Comments

Councilmember Sells read a written statement into the record regarding the lack of action by City Council on the dangerous stormwater drainage situation on Lagrange Street (attached)

The City Manager announced the Notice of the Livable Centers Initiate Grant Award from the Atlanta Regional Commission in the amount of \$100,000. Kickoff Zoom Meeting May 5, 2021

There being no further business the meeting was adjourned at Hines/Wacaser: 4-0

4-26-21

For the Record:

The council has voted to not maintain the LaGrange St stormwater drain. I am advising my property is unsafe because of current condition of stormwater drain. I am notifying City of Grantville Attorney & Council I will take action to eliminate this drain on my property to stop further collapsing and dangerous conditions. Baring no change in the councils position or Attorney notification work will begin June 1, 2021 or later.

Councilman Jim Sells

**CITY OF GRANTVILLE
CITY COUNCIL WORK SESSION MEETING MINUTES
MAY 10, 2021 at 6:30 P.M.
Glanton Municipal Complex
City Council Chambers
123 Lagrange Street
Grantville, Georgia 30220**

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Mayor Jewell called the meeting to order at 6:30 p.m. Mr. Rodney Mowery provided the Invocation, and all present recited the Pledge of Allegiance to the Flag.

Present: Mayor Jewell, Councilmembers Jim Sells, Ruby Hines, Mark King and Alan Wacaser
Also present: City Manager Al Grieshaber, Jr., City Attorney Mark Mitchell, and City Clerk Roberta Higgins

Citizen Comment Regarding Agenda Items - **None**

Approval of Agenda **Councilmember Sells presented a motion to Amend the Agenda to add a Discussion on the City policy regarding COVID-19 Precautions requiring the wearing of masks, seconded by Councilmember King. Motion approved: 4-0**

PUBLIC HEARING: Request to Rezone Parcel ID: G04-002-001 0.93 AC, 54 Church Street from R-20 Single Family Residential zoning to General Commercial (GC) zoning. Planning Commission recommends approval. **Vote will take place at the Regular Meeting May 24, 2021**

Discussion/Decision on Request to Rezone Parcel ID G04-002-001 0.93 AC, 54 Church Street from R-20 Single Family Residential zoning to General Commercial (GC) zoning. Planning Commission recommends approval. **Vote will take place at the Regular Meeting May 24, 2021**

Discussion/Decision on Comcast presentation/proposal to Expand Broadband Infrastructure Utilizing \$750,000 in American Rescue Plan Funds **Andy Macke with Comcast made a presentation to Council offering a project to build out the system architecture to provide Broadband to Grantville/Hogansville residents and asked Grantville/Hogansville City Council to jointly fund the project Expected Grantville contribution of \$750,000 would be available thru the Grantville portion of the American Rescue Plan (ARP).**

Discussion/Decision on Police Committee Recommendations

- a. To reduce the speed limit to 25 mph in all subdivisions; **Chief Steve Whitlock spoke to Council about the Traffic Study the department is conducting per instructions from GDOT. The Survey/Investigation on the list of roads (LOR) will be complete this week.**

- b. To reclassify two (2) Patrol Officer positions to Corporal/Patrol Officer positions and to adopt the Grantville Police Department Organizational Chart.
- c. To transfer/sell the 2015 Chevrolet Tahoe to the Coweta County Sheriff's office for Fair Market Value as determined by the City of Grantville in their sole discretion

Discussion/Decision on Resolution No. 2021-03 Adopting the City of Grantville Updated Capital Improvement Plan (CIP) for Calendar Years 2019- 2024 **City Manager reviewed. No questions.**

Discussion/Decision on Resolution No. 2021-04 Approving and Adopting a Stormwater Extent of Service Policy **City Attorney will review the policy and offer his opinion. Vote will take place at the Regular Meeting May 24, 2021**

Second Reading: Ordinance No. 2021-02 to Restate and Amend Section 11-21 of the Code of Ordinances **Vote will take place at the Regular Meeting May 24, 2021**

Discussion/Decision to Approve Contract with Atlanta Paving & Concrete to Resurface Lone Oak Street and Authorizing the Mayor to sign. **Contract amount of \$91,575.32 was prepared by City Attorney and approved by City Engineer and staff recommends approval.**

Discussion/Decision to Approve Contract with Atlanta Paving & Concrete to Resurface Charlie Patterson Road and Authorizing the Mayor to sign **Contract amount of \$189,953 was prepared by City Attorney and approved by City Engineer and staff recommends approval.**

Discussion/Decision on Proposal/Purchasing six (6) units of 5HP S & N Airoflo 1600 Series Hot Dipped Galvanized Floating Brush Rotors Aeration Equipment for Wastewater Stabilization Ponds 2, 3, & 4 for an approximate cost of \$88,250.00 utilizing American Rescue Plan funds **City Manager reviewed need for new Aeration Equipment. Council had no questions.**

Discussion/Decision on City Policy requiring Face Masks and Temperature checks when entering City Facilities. **Councilmember Sells asked that the City Council consider amending the policy requirement. The item will be considered at the next meeting on May 24, 2021.**

Discussion/Decision on Request to Initiate Litigation to Recoup Relocation and Training expenses in the amount of \$4,940.46 from Russell Chambers. **This item was tabled for discussion to be held in Executive Session at the end of the May 24, 2021 meeting.**

Citizen Comments - **None**

With no further business to discuss, the meeting was adjourned at 7:51 p.m. Hines/King: 4-0

**Brennan Jones Engineering
Associates, LLC**

7513 Mason Falls Dr., Winston, Georgia 30187
(p) 770.688.5148 (f) 770.577.0300

Memorandum

To: Al Grieshaber, Jr., City Manager
From: Brennan D. Jones, P.E., Zoning Administrator
cc: Mayor & City Council
Robi Higgins, City Clerk
Date: April 2, 2021
Re: April 1, 2021 Planning Commission Meeting Recommendations

The Planning Commission met on April 1, 2021. The meeting agenda and minutes from the Planning Commission Meeting are attached for review. Below are the items that were on the agenda and actions taken by the Planning Commission concerning the items.

1. Comprehensive Plan Land Use Character Area Map Amendment to change the Character Area Map use from Traditional Residential to Downtown for Parcel ID G04-0002-001, 0.93 AC, and Rezoning Application to change the zoning map district from R-20 Single Family Residential to General Commercial (GC) for 54 Church St G04-0002-001, 0.93 AC.

The Planning Commission voted to recommend approval of the rezoning application for 54 Church St G04-0002-001, 0.93 AC, to change the zoning map district from R-20 Single Family Residential to General Commercial (GC). The Planning Commission Vote was 3-0.

No action was taken by the Planning Commission on the Comprehensive Plan Future Land Use Character Area Map amendment.

END OF MEMORANDUM

PUBLIC NOTICE

The Grantville City Council will hold a Public Hearing on May 24, 2021 at 6:30 p.m. or thereafter, in the City Council Chambers at the Granton Municipal Complex (City Hall), 123 Lagrange Street, Grantville, Georgia 30220 for the purpose of obtaining public comments concerning rezoning of the following property:

54 Church Street, Grantville, Georgia

Parcel Number: G04 0002 001 .93 Acres

Rezone Single Family Residential (R-20) to General Commercial (GC)

Property Owner/Applicant: James O. Sells

Documents related to the proposed rezoning are available for public inspection in the City Clerk's Office of the City of Grantville.

Anyone having questions about the rezoning should contact Brennan Jones, Zoning Administrator for the City of Grantville at 770-688-5148 prior to the date of the Public Hearing.



GRANTVILLE POLICE DEPARTMENT

OFFICE OF THE CHIEF

123 LAGRANGE ST.
GRANTVILLE, GA. 30220
(770)583-2266

To: Police committee members
From: Chief Steve Whitlock

I would like to begin this letter by thanking you for your continued support of the Grantville Police Department. In an effort to better serve the citizens of the city of Grantville as well as to reduce city liability, we are asking that the attached organizational chart be adopted. The addition of two corporal positions will ensure that a supervisor is available on each shift. In today's litigious society there is a desperate need to have a defined supervisory position on each shift. Currently we work 12 hour shifts that consist of four shifts (2-day time shifts and 2- night time shifts) and only have two sergeants for these four shifts. We are asking for a nominal \$.75 cent per hour raise for the corporal positions which the city would incur a cost of approximately \$3400.00 yearly for salaries or approximately \$1700.00 for the remaining fiscal year budget. We would like to thank you for your consideration in this matter.

Sincerely,

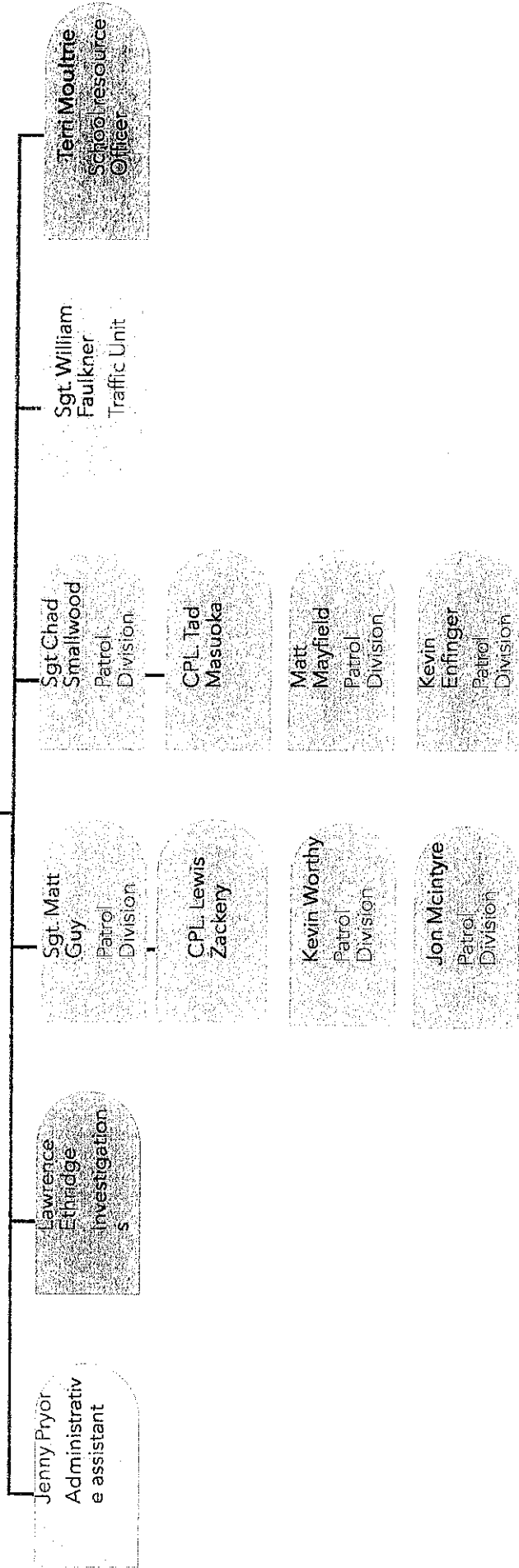
Chief Whitlock

Grantville Police Department

Organization chart

Steve
Whitlock
Assistant
Chief

Cliff
Schriefer
Assistant
Chief



THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2021-03
BEFORE THE CITY COUNCIL**

WHEREAS, in order to allow time for careful planning and coordination of capital improvement projects in the City of Grantville and to prepare financially for those projects which represent major expenses for the City, it is essential for the City Council to identify the City's capital improvement needs, set priorities, and allocate financial resources for a multi-year period; and

WHEREAS, the City of Grantville lacks the financial resources to undertake all capital improvement projects it is necessary for the City Council to determine what financing options will be available, and

WHEREAS, an updated Capital Improvement Plan for calendar years 2019-2024 is attached hereto as Exhibit "A.",

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grantville, Georgia, that the City of Grantville updated Capital Improvement Plan for Calendar Years 2019-2024 is hereby adopted to serve as a planning document identifying community needs for a variety of public improvements, potential financing sources and projected time frames.

IT IS SO RESOLVED this 24th day of May, 2021, by the City Council of the City of Grantville

Doug Jewell, Mayor

ATTEST:

Roberta Higgins, City Clerk

City of Grantville Capital Improvement Plan
For Calendar Years 2019-2024

	CY19	CY20	CY21	CY22	CY23	CY24
Grand Total						
Passenger Depot	100,000	60,000				
Municipal Auditorium	40,000					
Water Tank Refurbishment	40,000					
Downtown Revitalization	48,075	28,060	48,060	48,060	48,060	48,060
Utilities Infrastructure & Equipment Improvements	62,800	362,800	62,800	62,800	62,800	62,810
Freight Depot		25,000				
Roads & Streets Projects	184,560	184,560	184,560	184,560	184,560	184,560
Public Buildings Repairs & Renovation	56,390	56,390	56,390	56,390	56,400	56,400
Parks, Recreation & Culture Facility Improvements	56,390	36,390	56,390	56,390	56,400	56,400
Public Safety Equipment & Improvements	56,390	56,390	56,390	56,390	56,400	56,400
Historic Preservation Facilities & Improvements	48,060	28,060	48,060	48,060	48,060	48,075
TOTAL CIP:	692,665	837,650	512,650	512,650	512,680	512,705
	Exhibit A					

THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2021-04
BEFORE THE CITY COUNCIL**

**A RESOLUTION APPROVING AND ADOPTING
A STORMWATER EXTENT OF SERVICE POLICY**

WHEREAS, the City of Grantville does not have a policy regarding their stormwater conveyance system, their extent of service and maintenance responsibilities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grantville that the Stormwater Extent of Service Policy chronicled in Exhibit A attached hereto and incorporated herein as if set forth verbatim is approved and adopted for the City of Grantville.

This Resolution is passed this 24th day of May, 2021.

Doug Jewell, Mayor

ATTEST:

Roberta Higgins, City Clerk

I. Purpose

The purpose of this policy is to provide an overview of the various stormwater conveyance system components and to provide guidance regarding maintenance priorities of the City and private landowners for each type of conveyance system. The City of Grantville owns, operates, and maintains stormwater conveyance systems (e.g., pipes, ditches, and inlets) within the City's right of way (RoW) and established easements. As a general rule, the City is not responsible for the operation or maintenance of stormwater conveyance systems located outside of an established City right of way or easement. Neither is the City responsible for surface drainage problems arising from street runoff or stormwater conveyance systems owned, operated, or maintained by others.

II. Applicability/Scope

This policy is written to support the Public Works Department and City Engineer in making maintenance and capital improvement project decisions related to the stormwater system.

III. Summary

In general, the City will perform maintenance on the stormwater drainage system when the system component lies within a City road right of way, City owned property, or within a properly dedicated easement. There are some exceptions to this rule that are described in the policy. In those instances when maintenance responsibility is not clear or when the City otherwise is compelled to work on a privately owned system, this policy provides guidance on the issues to be considered during the decision-making process.

IV. Definitions

For the purposes of this policy, definitions of stormwater system components are consistent with definitions being used in other City planning documents.

Pipe systems: Pipes include a variety of materials, shapes, and sizes conveying stormwater runoff. Typically, pipe systems are "closed" systems; meaning one end of the pipe system contains a junction box or inlet box. There may be additional junction or inlet boxes contained within the system and the system outlet generally discharges to a stormwater control measure or receiving stream.

Culverts: Culverts include a variety of materials, shapes, and sizes conveying stream flow, but may also contain inlets for stormwater runoff. Both ends of the culvert are open (i.e., pipe ends are not a box). In most cases, culverts convey stream flow underneath a road, path, or railroad crossing.

Inlets/junction boxes: Structures typically built of concrete or brick that serve as endpoints or junctions for pipes. Inlets are designed to allow stormwater to enter through a variety of openings (e.g., grates, curb inlets, etc.). Typically, junction boxes serve as a transition for pipe direction, size, or material and are not designed to allow for stormwater entry.

Ditches: Ditches are generally small man-made, grass-lined stormwater conveyances, but may also be lined with concrete, asphalt, or other protective surfaces. For the purposes of this document, ditches drain less than 40 acres at their intersection/confluence with another ditch or stream.

Streams: Streams are typically natural, defined waterways that range considerably in size. For the purposes of this document, they drain a minimum of 40 acres at their intersection/confluence with another stream and some may not contain water during dry conditions.

Driveway Culverts: Culverts under private driveways (either residential or commercial properties) designed to convey stormwater runoff that may or may not lie within City right of way.

Curbs and Gutters: Typically concrete or asphalt, poured in place or extruded roadside edging intended to convey stormwater parallel to the street centerline.

Stormwater Control Measures (SCMs): Devices constructed or installed to control either the quantity or quality of stormwater runoff. SCMs may include detention/retention basins, infiltration trenches, bioretention, pervious/porous pavements, catch basin inserts, manufactured boxes, etc.

Right of Way: Right of Way (RoW) includes City owned road rights of way and other rights of way that are properly dedicated to the City.

Easements: Easements refer to stormwater, utility, and other easements properly dedicated to the City.

V. Roles/Responsibilities

This policy is intended to assist the Public Works Director in making management decisions regarding where to perform work on the stormwater drainage system.

Those using this policy should have experience in engineering, construction, and operations of stormwater drainage systems as well as an understanding of the City's easement and right of way requirements.

VI. Service Boundaries and Maintenance Responsibility

The following sections describe the general boundaries of the City's stormwater drainage system (i.e., where and under what circumstances the City will and will not perform work). Also included is a description of typical drainage easement, criteria to consider when a work request is not described in the typical circumstances, and criteria to consider during emergency situations.

Operation and maintenance responsibilities for each of the system components defined above are as follows.

1. Pipe Systems

City Asset: The City is responsible for maintaining pipe systems within City RoW, City easements, and City owned property.

Non-City Asset: For all pipe systems outside of City RoW, City easement, or City owned property, the property owner is responsible for pipe system operation and maintenance. Under special circumstances, the City may assist with maintenance of these systems (See Special Circumstances and Emergency Maintenance Sections). Except under certain emergency situations, the City will require the property owner to provide a "Right of Entry" to the City prior to any work being started and may require the owner to sign an agreement specifying the work is a "one time only" repair.

For new systems being constructed outside of the City RoW, the City may accept ownership and maintenance responsibilities provided the following criteria are met:

- a. A dedicated drainage easement must be provided for the pipe system.
- b. The pipe system must directly connect to the City system at a RoW.
- c. The pipe system must have been installed in accordance with the previously approved plans.
- d. Drainage design plans must have been previously reviewed and approved by the City Engineer.
- e. The pipe system must be on residential property.

2. Inlets/Junction Boxes:

City Asset: The City is responsible for maintaining inlets and junction boxes within City RoW, City easements, and City owned property.

Non-City Asset: The City will provide maintenance of inlets and junction boxes outside of City RoW associated with the maintenance provided by the City for pipe systems outside of the City RoW.

3. Ditches:

City Asset: The City is responsible for maintaining ditches and open channels within City RoW, City easements, and City owned property.

- a. Should a private property owner request a ditch within an existing RoW or easement be piped (enclosed) for public safety, the City will determine if the request is justified. If an extreme hazard to public safety exists, then the Public Works Department will install or contract to install the drainage pipe and enclose the ditch at no expense to the property owner.
- b. Should a private property owner request that a ditch within an existing RoW or easement be piped (enclosed) for purposes other than public safety (e.g., aesthetics) and the request is determined to be of primary benefit to the property owner, then the City will determine whether to allow the property owner to obtain an encroachment permit and hire an independent contractor at the owner's expense to install the pipe system in accordance with the City's engineering standards and design.

Non-City Asset: The private property owner is responsible for maintaining ditches through their property and keeping them clear from obstructions that would reduce capacity, negatively impact the City's stormwater conveyance system, or cause flooding on surrounding properties. The City will decide whether to assume maintenance responsibilities for ditch outside of City RoW that directly receives runoff water from a City owned street or stormwater system. Before maintenance responsibilities are assumed

by the City, a drainage easement in accordance with City policy and standards will be established.

4. Streams:

City Asset: The City is responsible for maintenance of streams within City RoW or City easements or that are contained entirely on City property. The City is also responsible for maintenance of portion of streams that are adjacent to City owned property (e.g., the embankment on the City side of the stream).

Non-City Asset: As a general rule, the City does not acquire dedicated drainage easements or accept maintenance responsibility for stream systems on private property, unless it is necessary for City road projects, bridge projects, or drainage improvement projects. The private property owner is responsible for maintaining the stream through their property and keeping it clear from obstructions that would reduce capacity, negatively impact the City's stormwater conveyance system, or cause flooding on properties in accordance with City, state and federal requirements.

Under certain circumstances the City may consider partnering with the local property owner to perform maintenance work on a stream. In general, the project must meet the following criteria:

- a. There must be a significant City benefit (e.g., water quality improvement, utility line protection, etc.).
- b. The property owner must provide a temporary construction easement.
- c. The property owner will assume long term maintenance.

5. Driveway Culverts:

City Asset: The City is responsible for maintaining driveway culverts within City RoW, provided the developer, contractor, or property owner obtained a City encroachment permit and the City approved the installation for the pipe. In those circumstances where an encroachment permit was obtained and the City approved the original pipe installation, the City will replace damaged, defective, or deteriorated driveway pipes under existing residential driveways within City RoW if the property owner or contractor purchases the necessary pipe as required by the City. A hold harmless agreement from the property owner with respect to any damage incurred by City crews or its contractor performing the work will be obtained prior to any work commencing.

The developer or property owner must obtain an encroachment permit before installing a new driveway culvert on the City's RoW.

Non-City Asset: The City does not maintain driveway culverts outside of City RoW.

6. Curbs and Gutters:

City Asset: The City is responsible for maintaining curbs and gutters within its RoW.

The developer, contractor, or property owner must obtain a City encroachment permit before making a curb cut or installing a new driveway apron on the City's RoW. The City will not rework a driveway entrance to prevent road drainage from entering private property unless the problem is a direct result of a City road improvement or repaving

project. Lastly, the City is not responsible for curb overtopping problems caused by the increased runoff from land clearing, development, or building activities.

Non-City Asset: The City does not maintain curb and gutter located outside of its RoW.

7. Stormwater Control Measures (SCMs):

City Asset: The City is responsible for maintenance of structural SCMs when all of the following criteria have been met:

- a. The SCM is installed as part of a City project.
- b. The SCM is located on City right of way, City easement, or City property.
- c. The City has accepted maintenance responsibility for the SCM.

Non-City Asset: Routine inspection and maintenance of structural SCMs on private property (residential or commercial) is the responsibility of the property owner, Home Owners Association (HOA), or business.

VII. Special Circumstances

This policy provides a uniform methodology and approach for maintaining the various stormwater conveyance systems in the City. The Public Works Director or his designees may use their own discretion in following these guidelines for all situations. Where special circumstances exist, the Public Works Director or his designees may modify these guidelines as appropriate. The justification and conditions associated with special circumstances should be documented and filed with the associated work orders.

Items typically considered during the decision-making process are:

1. Public safety
2. Impact on water quality
3. Flood risk
4. Impact to other properties
5. Impact on upstream and downstream hydraulic structures (e.g., bridges and culverts)
6. Erosion risk
7. Availability of funds
8. Future operation and maintenance requirements
9. Public access
10. Other engineering and construction issues
11. Aesthetics

The miscellaneous drainage issues listed below will be handled as needs arise.

1. **Ponding on Street Surfaces.** The City will perform work to eliminate standing water on City streets only if the City deems the condition as a potential traffic safety hazard or determines that remediation is necessary to prevent pavement damage, rutting, or settlement. This work will be performed as maintenance budgets and priorities allow.
2. **Trash Racks and Safety Grates.** The City of Grantville does not allow placing trash racks or safety grates on "plain-end" pipe openings or raised slab catch basin openings due to the tendency for clogging, blockage, and subsequent flooding during storm events.
3. **Dams.** The City does not maintain dams located outside of City RoW. When a City asset, such as a roadway, is an integral part of the dam, the City may provide maintenance assistance.

VIII. Emergency Maintenance

The City may conduct emergency maintenance on any portion of the stormwater conveyance system (public or private) in order to protect the common good. Emergency maintenance includes maintenance necessary to remedy a condition which is potentially damaging to life, property, or public roads and right of way. Such emergency maintenance, conducted for the common good, shall not be construed as constituting an acceptance of a continuing maintenance obligation by the City, nor prevent the City from seeking reimbursement for expenses from the property owner(s) of the land that generated the condition. In cases of emergency maintenance, the City is not obligated to replace structures and/or plantings placed within a drainage easement.

IX. Drainage Easements

In order for the City to perform maintenance on stormwater conveyance systems on private property, properly dedicated drainage easements must be established. The easement(s) shall be drawn on a plat and shall be recorded as a descriptive easement whereby a verbal description is provided and referenced to a particular plat, deed, or tax parcel.

Drainage easements shall meet the criteria listed below.

- Provide adequate access to the conveyance system.
- Provide sufficient area for equipment and personnel to efficiently maintain the system.
- Restrictions shall include prohibiting structures which would interfere with access to the easement and/or function of the conveyance.

THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2020-08
BEFORE THE CITY COUNCIL**

**A RESOLUTION BY THE MAYOR AND COUNCIL REQUIRING THE USE OF
MASKS OR FACE COVERINGS IN PROPERTY OWNED OR LEASED BY
THE CITY DURING THE COVID-19 OUTBREAK**

WHEREAS, the novel coronavirus, an infectious virus known to cause the respiratory disease “COVID-19” can spread from person to person, and can result in no symptoms, minor symptoms, or serious illness causing permanent organ damage and death;

WHEREAS, individuals age 65 or over or living with certain medical conditions identified by the CDC (members of Vulnerable Populations) and members of other populations identified by the CDC (“Other Populations at Risk”) are at risk of severe and lasting harm to health or death from COVID-19;

WHEREAS, COVID-19 also has been reported to cause severe and permanent damage to some children;

WHEREAS, on March 14, 2020, Governor Brian Kemp declared a Public Health State of Emergency in Georgia, and renewed this declaration multiple times to present date;

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) has noted that COVID-19 spreads very easily and sustainably when an infected person (who may have no symptoms at all, or minor symptoms) talks, sneezes, or coughs in close proximity with others (within six feet);

WHEREAS, the Governor’s Executive Orders require Vulnerable Populations to continue to shelter in place, with exceptions that include participating in essential services and working;

WHEREAS, many City employees and many members of the public who visit City Hall and other City buildings may be members of Vulnerable Populations;

WHEREAS, some City employees and many members of the public who visit City Hall and other City properties are members of the following “Other Populations at Risk” identified by the CDC: pregnant women, individuals experiencing homelessness, people with disabilities, and racial and ethnic minorities;

WHEREAS, the Mayor and Council desire to protect individuals in said Vulnerable Populations and Other Populations at Risk, in a reasonable manner and as recommended by the CDC and by the Georgia Department of Public Health, while such individuals are working in, conducting business in, or visiting City Hall and other City buildings;

WHEREAS, the CDC, Dr. Kathleen Toomey (Georgia’s Commissioner of Public Health), and Governor Kemp recommend that individuals wear face coverings over the nose and mouth to mitigate the spread of COVID-19 when they are in public places where they cannot practice social distancing (i.e., stay at least six feet away from other individuals who do not share the same household); and

WHEREAS, the CDC states that wearing a face covering over the nose and mouth is a recommended precaution designed to prevent symptomatic and asymptomatic individuals who have contracted COVID-19 from spreading it to other individuals; and

WHEREAS, to be an effective precaution, it is necessary to require all City employees and members of the public to wear a face covering over the nose and mouth while in public areas in City buildings and while meeting in City buildings; and

WHEREAS Dr. Toomey and Governor Kemp have modeled the behavior of wearing face coverings as examples for Georgians to follow; and

WHEREAS, having City Hall and other City offices open and accessible to the public as necessary to conduct in-person business that cannot be conducted by other means is important for the economic vitality of the City;

WHEREAS, certain activities, such as discussing and reviewing construction and other permits, benefit from or require face-to-face interactions between City employees and other individuals;

WHEREAS, if a City employee is exposed to the novel coronavirus, by an individual visiting a City building or otherwise, in accordance with CDC guidance such employee will need to quarantine at home for at least 14 days;

WHEREAS, if a City employee is diagnosed with COVID-19 or develops COVID-19 symptoms, such employee will be required to isolate at home in accordance with CDC guidance;

WHEREAS, O.C.G.A. §36-35-3 allows city governments to establish rules for use of and access to its own property for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto;

WHEREAS, the City is authorized to establish policies for how the public can access City buildings during the Public Health State of Emergency and thereafter, including closing City buildings, or opening City buildings to the public but placing restrictions on public access; and

WHEREAS, the City has made and continues to make efforts to reduce the need for members of the public to physically visit City Hall and other City buildings to interact with City employees, pay bills, and conduct other business with the City;

WHEREAS, the City intends to assist its employees and the public with mitigating the spread of COVID-19 in City buildings by providing hand sanitizer, designating an entrance door and an exit door, disinfecting common surfaces regularly, prohibiting handshaking, and encouraging social distancing of non-cohabitating persons, as well as other mitigating measures;

WHEREAS, despite these precautions, the City recognizes that it is not always possible to ensure social distancing within the City buildings; and

WHEREAS, the following actions are necessary and appropriate to balance the public's interest in having access to City buildings for the conduct of business and other purposes with the compelling public interest of providing for the health, safety and welfare of the City's employees and individuals who visit City Hall and other City buildings and preventing an outbreak of COVID-19 in the City and the surrounding community.

NOW THEREFORE BE IT RESOLVED, that for the protection of members of the public and other City employees, including members of Vulnerable Populations and members of Other Populations at Risk, City employees are required to wear face coverings over the nose and mouth, which face coverings are cloth face coverings as defined by the CDC or are face coverings designed to protect others from infection by the wearer, when in public areas of City buildings and when participating in physical meetings with other individuals within non-public areas of City buildings.

BE IT FURTHER RESOLVED, that for the protection of members of the public and City employees, including members of Vulnerable Populations and members of Other Populations at Risk, members of the public are required to wear face coverings over the nose and mouth, which face coverings are cloth face coverings as defined by the CDC or are face coverings designed to protect others from infection by the wearer, when entering and while inside City buildings except as expressly stated in a separate policy, order or law, if any, that applies to certain uses of portions of City buildings, such as courtrooms and polling locations.

BE IT FURTHER RESOLVED, that the City will communicate ways to perform city business that do not require entry into a City building.

BE IT FURTHER RESOLVED, for City business that must be done in person, the City will take reasonable steps to provide such in-person service to members of the public who affirm they cannot wear a face covering because they are physically unable to remove such a face covering, have trouble breathing, or must be accompanied by children under age two.

BE IT FURTHER RESOLVED, that the City will communicate the types of acceptable face coverings required for entry into City buildings and instructions by the CDC about how to make such face coverings easily and inexpensively.

BE IT FURTHER RESOLVED, that the City will display information from the CDC explaining or illustrating the proper way to wear and remove face coverings.

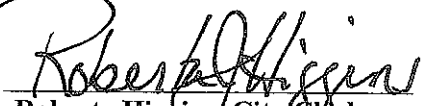
BE IT FURTHER RESOLVED, that the City will attempt to provide face coverings to individuals visiting City buildings who do not otherwise have a face covering that meets these requirements.

SO RESOLVED, this _____ day of _____, 2020 BY THE
MAYOR AND COUNCIL CITY OF GRANTVILLE, GEORGIA



Douglas Jewell, Mayor

ATTEST:



Roberta Higgins, City Clerk

THE CITY OF GRANTVILLE, GEORGIA

ORDINANCE NO. 2021-02 BEFORE THE CITY COUNCIL

AN ORDINANCE TO RESTATE AND AMEND SECTION 11-21 SCOPE OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE

Section 11-21 Scope – State Minimum Standard Codes

- (a) Unless otherwise provided for by subsequent ordinance or another provision of this Code of Ordinances, the city hereby adopts and incorporates by reference, as fully as if set forth verbatim, the latest editions of the state minimum standard codes enumerated in O.C.G.A. §8-2-20(9)(B), as adopted and amended by the Department of Community Affairs.
 - (1) International Building code (ICC)
 - (2) International Residential Code for One and Two-Family Dwellings (ICC)
 - (3) National Electrical Code (NFPA)
 - (4) International Fuel Gas Code (ICC)
 - (5) International Mechanical Code (ICC)
 - (6) International Plumbing Code (ICC)
 - (7) International Energy Code Conservation Code (ICC)
 - (8) International Fire Code (ICC)
 - (9) International Swimming Pool and Spa Code (ICC)
- (b) Additionally, pursuant to O.C.G.A. §8-2-25, the city adopts and incorporates by reference, as fully as if set forth verbatim, the latest editions of the following codes:
 - a. International Property Maintenance Code (ICC)
 - b. Standard Housing Code (SBCCI)
 - c. Standard Swimming Pool Code (SBCCI)
- (c) If any of the publications listed in subsection (a) of this section are adopted as a state minimum code pursuant to O.C.G.A. §8-2-20 et seq., then the edition adopted by the state shall control. If any of the publications listed in subsection (a) of this section are less stringent than the state minimum codes promulgated pursuant to O.C.G.A. §8-2-20 et seq., then the state minimum code shall control.
- (d) The codes referenced in subsection (b) of this section shall mean the current edition of such codes as approved by the Georgia Department

of Community Affairs and shall include any amendments promulgated by the Georgia Department of Community Affairs.

- (e) The codes referenced in subsection (a) and (b) of the section shall be enforced by the City Manager, his designated representatives (Building Official and Code Enforcement Officer) or designee(s) thereof in accordance with the procedures hereinafter set forth.
- (f) A copy of each of the publications/ codes listed in subsection (a) and (b) are filed in the City Clerk's office and available for review by the public. The publications/ codes in subsections (a) and (b) are approved, adopted and incorporated by reference as fully as if set forth verbatim, and from the date on which this ordinance shall take effects the provisions thereof shall be controlling within the City.

Any and all ordinances or parts of ordinances in conflict are repealed.

First Reading: April 26, 2021

SO ORDAINED in lawful open session, this 24th day of May, 2021.

Doug Jewell
Mayor

Attest:

Roberta Higgins
City Clerk

AGREEMENT

**BETWEEN CITY OF GRANTVILLE, GEORGIA AND
ATLANTA PAVING & CONCRETE CONSTRUCTION, INC.
FOR
LONE OAK STREET RESURFACING**

THIS AGREEMENT, made and entered into this _____ day of _____ 2021, by and between **CITY OF GRANTVILLE, GEORGIA**, with its principal office at 123 LaGrange Street, Grantville, Georgia 30220, hereinafter referred to as "**OWNER**", and **ATLANTA PAVING & CONCRETE CONSTRUCTION, INC.** providing construction services with its principal office at 6825 Jimmy Carter Blvd., Suite 1400, Norcross, Georgia, hereinafter referred to as "**CONTRACTOR**":

WHEREAS, **OWNER**, desires to receive the services of the resurfacing of Lone Oak Street in Grantville, Georgia with a scope generally defined by the **CONTRACTOR'S** proposal presented in Appendix A; and

WHEREAS, **OWNER** is desirous of engaging the services of said **CONTRACTOR** to perform said services and

WHEREAS, **CONTRACTOR** has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said **OWNER** and said **CONTRACTOR**, for the considerations hereinafter set forth, mutually agree as follows:

Article I – Contract Services Engagement

OWNER hereby engages Atlanta Paving & Concrete Construction, Inc., as an independent contractor to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONTRACTOR hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein.

CONTRACTOR is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint venturer of **OWNER**. **CONTRACTOR** shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, **CONTRACTOR** in performing or furnishing services under this Agreement.

Article II - Scope of Services

The scope of services performed or furnished by **CONTRACTOR** under the terms of this Agreement is defined in Appendix A. Unless modified in writing by both parties, duties of **CONTRACTOR** shall not be construed to exceed those services specifically established in Appendix A. **Any additional fees associated with services not included in Appendix A must be defined and agreed to by OWNER in writing prior to initiation of those services.**

Article III - Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONTRACTOR in the performance of CONTRACTOR's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Contractor to perform or furnish services under this Agreement.

OWNER shall appoint Al Grieshaber, Jr. as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONTRACTOR shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article IV - Schedule

The CONTRACTOR shall complete all work under this contract within 60-days after the Notice to Proceed has been issued by the OWNER.

OWNER will be kept informed as to the progress of the services under this Agreement. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays beyond the control of the other party. Delays in work performed by the Contractor or its subcontractors are deemed to be delays within the control of Contractor.

Article V - Assignment of Contract

CONTRACTOR shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VI- Sub-contractors

CONTRACTOR shall only hire subcontractors who are registered for and participate in the E-Verify program. CONTRACTOR will provide OWNER with notice of the identity of all subcontractors hired by the CONTRACTOR (or subcontractor, if sub-subcontractors are used) within five (5) days of hiring the subcontractor (or sub-subcontractor).

CONTRACTOR must obtain affidavits from all subcontractors (or sub-subcontractors, if used) attesting that the subcontractor (or sub-subcontractor) is registered for and participates in the E-Verify program.

Article VII - Payment

Payment for the services set forth in Appendix A shall be made by OWNER to CONTRACTOR and shall be considered as full compensation for such services and all personnel, materials, supplies, and equipment used and costs incurred in carrying out such services.

- A. Payment for services performed or furnished under terms of Appendix A in which the basis for compensation will be determined by the contract unit prices multiplied by the actual quantities of materials installed to determine the total contract amount. The contract amount below is subject to adjustment based on actual quantities of materials installed for the project. No increase in the quantities estimated in Exhibit A shall be owed by the OWNER unless such are approved, in writing, by the OWNER'S REPRESENTATIVE prior to the installation or use of such materials or labor.
1. Compensation to CONTRACTOR shall be in the amount of Ninety-One Thousand Five Hundred Seventy-Five and 32/100 Dollars (\$91,575.32) as outlined in Appendix A.
 2. Payments shall be based on percent completion according to the schedule outlined in Appendix A. As each payment is due, a statement describing the services which have been performed or furnished and listing the percent of completion and the total amount of prior payments paid by OWNER shall be submitted to OWNER. Payment shall be made for the balance due under such statement, without retention unless OWNER contests all or part of said billing in which event only that portion so contested

will be retained by OWNER pending resolution of the dispute and any uncontested portion will be paid.

- B. CONTRACTOR's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying this requirement may be withheld until the requirements has been satisfied.
- D. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to OWNER and approved by OWNER. Interest shall accrue and be paid on any unpaid approved statement or invoice amount at the legal rate of interest from the 45th day after receipt of such statement or invoice to the date of payment. Interest shall be payable at the same time that said statement or invoice amount is paid.

Article VIII - Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONTRACTOR may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VI. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONTRACTOR of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article VIII.

Article IX - Termination of Services

OWNER, by notifying CONTRACTOR in writing, may terminate any or all of the services covered by this Agreement. In the event of such termination, CONTRACTOR shall have the right to expend a reasonable amount of additional time for the purpose of closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed. All charges thus incurred, together with associated expenses reasonably incurred by CONTRACTOR and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub-consultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONTRACTOR. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONTRACTOR pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article X - Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend OWNER, officials, officers, employees and agents from and against any and all claims, damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence (including but not limited to negligence, errors or omissions) of CONTRACTOR, its partners, officers, employees, agents, sub-consultants and subcontractors in the performance or furnishing of services under this Agreement, provided however, that CONTRACTOR's liability to OWNER under this Article shall not exceed the percentage share of such claim, damages, cost, loss and expense that the negligence (including negligence, errors or omissions) of CONTRACTOR, its partners, officers, employees, agents, sub-consultants and subcontractors bears to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles.

Article XI - Insurance and Bonds

- A. CONTRACTOR shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Appendix B.

- B. CONTRACTOR shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONTRACTOR pursuant to this Agreement or from the use of automobiles and equipment of or by CONTRACTOR. The amount(s) and coverage(s) shall be in accordance with Appendix B.
- C. CONTRACTOR is required to provide OWNER with Certificates of Insurance evidencing the afore-referenced coverages and, upon OWNER's written request, complete copies of such policies or other evidence of coverage satisfactory to OWNER shall be provided to OWNER. Approval or acceptance of said insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder.
- D. CONTRACTOR is required to provide OWNER with payment and performance bonds in accordance with the amount(s) and coverage(s) in the attached Appendix D. The Bonds shall be written through a licensed Georgia agency on behalf of a surety company licensed to do business in the State of Georgia meeting the following requirements:

Qualification – Management and Strength: The Surety must be rated no less than "A" as to management and no less than XII as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.

Bonding Limit – Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policy holder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

Article XII - Controlling Law

This Agreement is to be governed by the law of the State of Georgia in the County in which OWNER's principal place of business is located.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONTRACTOR, all as of the day and year first above written.

OWNER
CITY OF GRANTVILLE, GEORGIA

CONTRACTOR
ATLANTA PAVING & CONCRETE
CONSTRUCTION, INC.

 Name _____

 Name _____

Date _____

Date _____

(SEAL)

(SEAL)

Attest _____
 Name Roberta Higgins, City Clerk

Attest _____

APPENDIX A INCLUDES:

Quantities and Construction Costs
Project Map

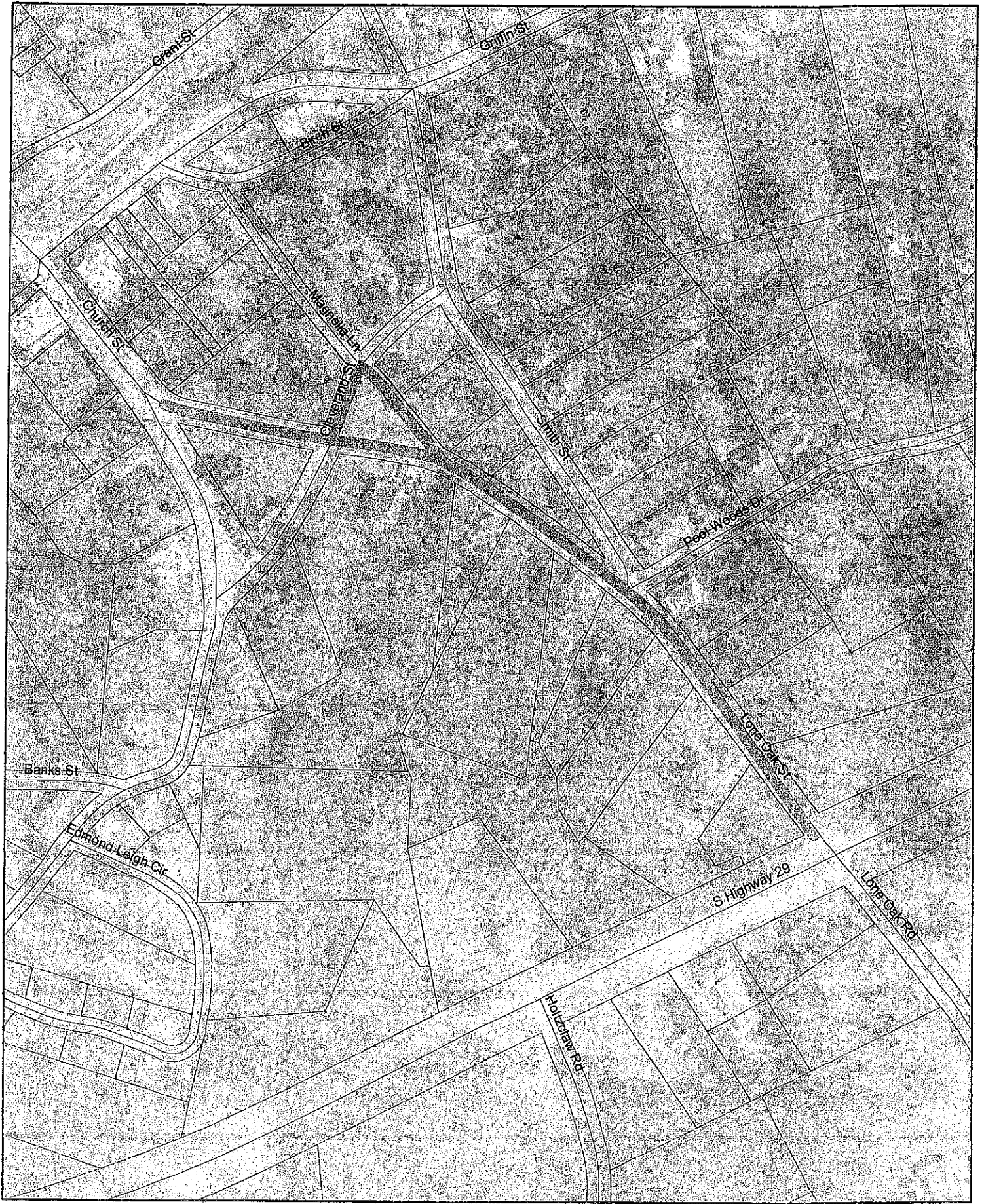
Quantities and Construction Cost

**Lone Oak St, Cleveland St, Magnolia St Resurfacing
City of Grantville, Georgia
Updated March 22, 2021**

Project Area:

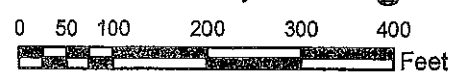
Lone Oak St from Moreland St to US 29 / SR 14 (1,350 LF) (3,365 SY)	0.26 Mi
Cleveland St from Lone Oak St to Magnolia St (132 LF) (235 SY)	0.03 Mi
Magnolia St from Lone Oak St to Cleveland St (185 LF) (370 SY)	0.04 Mi
Total	0.32 Mi

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
1	Mobilization	LS	1	\$6,850.00	\$6,850.00
2	General Conditions	LS	1	\$5,230.00	\$5,230.00
3	Asphalt Milling(0'-4" Depth) Recycled Asph. Conc. Patching, 19mm SP Incl. Bitu.	SY	3,970	\$2.50	\$9,925.00
4	Matl., & H. Lime (402-1802)	Ton	115	\$116.00	\$13,340.00
7	Recycled Asph. Conc. 9.5 mm SPGP 2 Incl. Bitu. Matl., & H. Lime Asphalt Pavement (1" - 110 LB/SY)	TN	218	\$88.24	\$19,236.32
9	Replace Water Valve Box to Grade (Paved Areas)	EA	3	\$100.00	\$300.00
11	Raise Sewer Manhole to Grade (Paved Areas)	EA	3	\$200.00	\$600.00
12	Thermoplastic Solid Traf Striping, Yellow, 5"	LF	2,700	\$0.55	\$1,485.00
13	Thermoplastic Solid Traf Striping, White, 5"	LF	2,700	\$0.55	\$1,485.00
14	Thermoplastic Solid Traf Stripe, 12" White	EA	4	\$265.00	\$1,060.00
19	Shoulder Backfill & Stabilization	CY	50	\$40.00	\$2,000.00
21	Asphalt Binder (1-1/2" Binder 19 mm SP) Recycled Asph. Conc. 19mm SP, 165 LB/SY GP 2 Only, Incl. Bitu. Matl., & H. Lime	Ton	328	\$88.00	\$28,864.00
22	Bituminous Tack Coat	Gal	200	\$6.00	\$1,200.00
Total					\$91,575.32



LONE OAK ST PROJECT AREA

Grantville, Georgia



APPENDIX B INCLUDES:

Insurance Requirements

The limits of liability for the insurance required by Article X are as follows:

Prior to beginning work, the Contractor will furnish a certificate of insurance coverage for not less than the following amounts or greater where required by laws and regulations:

Workers' Compensation	
State and Other	Statutory
Employer's Liability	
Each Accident	\$500,000
Disease Policy Limit	\$500,000
Disease - Each Employee	\$500,000
Commercial General Liability	
General Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Automobile Liability (any vehicle)	
Bodily Injury	
Each Person	\$1,000,000
Each Occurrence	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
or a Combined Single Limit of	\$2,000,000

The City of Grantville will be named as the insurance certificate holder and the insurance is to remain in effect during the entire contract period including the warranty period.

APPENDIX C INCLUDES:

Release of Liens and Claims

RELEASE OF LIENS AND CLAIMS

WHEREAS, we, the undersigned, have installed or furnished labor, materials and/or equipment for the installation of the Project entitled **LONE OAK STREET RESURFACING**, installed pursuant to a written agreement dated _____, 2021, between the City of Grantville, Georgia, having an office at 123 LaGrange Street St, Grantville, Georgia 30220, hereinafter called OWNER and Atlanta Paving & Concrete Construction, Inc., having an office at 6825 Jimmy Carter Blvd., Suite 1400, Norcross, Georgia, hereinafter called CONTRACTOR, which said facilities are owned by the OWNER.

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens which we have, or might have, against the OWNER, or said facilities by reason of the labor, materials and equipment furnished by us in connection with said installation;

NOW THESE PRESENTS WITNESS that we the undersigned, in consideration of the premises, and of the sum of One Dollar (\$1.00) in hand paid by the said OWNER, at and before the sealing and delivery hereof, the receipt whereof we do hereby acknowledge, have remised, released and forever quitclaimed, and by these presents do remise, release and forever quitclaim, unto the said OWNER, its successors and assigns, any and all manner of liens, claims and demands whatsoever which we now have, or might or could have, on or against the said facilities, or the owner thereof, for work done, or for equipment or materials furnished in connection with the installation thereof. It is the intent of this release that the OWNER, its successors and assigns shall and may hold, have, use and enjoy the said facilities free and discharged from all liens and demands whatsoever which we now have, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the day written opposite our signature.

Company Name _____ (SEAL)

By _____

Title _____

Dated _____, 20__

Sworn to and subscribed before me,
a Notary Public, this _____ day
of _____, 20__

Notary Public (SEAL)

I, _____, duly authorized representative of _____, designated as Atlanta Paving & Concrete Construction, Inc., do hereby state that the parties whose names are signed to the attached releases, pages 1 through _____, are all of the parties who have furnished labor, materials or equipment in connection with the construction of the facilities mentioned above; excepting only such materials as may have been furnished by the OWNER.

Dated: _____, 20__

Representative's Signature

Sworn to and subscribed before me,
a Notary Public, this _____ day
of _____, 20__

Notary Public (SEAL)

APPENDIX D INCLUDES:

Payment Bond

100% of Contract Amount

Performance Bond

100% of Contract Amount

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as
Principal, hereinafter called a Contractor, and _____, a
corporation duly organized under the laws of the State of _____, listed in the latest
issue of U.S. Treasury Circular 570, and registered in State of Georgia, as surety, are held and
firmly bound unto The City of Grantville, Georgia, hereinafter called Owner,
in the sum of _____ dollars (in words)
, (\$ _____) (in figures), for the payment of which sum, well and
truly to be made, the Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with
the Owner for _____ in accordance with
specifications prepared by the City of Grantville which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor,
shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation
shall be void; otherwise it shall remain in full force and effect, subject, however, to the following
conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

C. No suit or action shall be commenced hereunder by any claimant,

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount' claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United State District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest:

Principal (Bidder) (SEAL)

BY

Signature

Typed Name

Title

Attest

Surety (SEAL)

By

Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY
The City of Grantville, Georgia.
(Bond must not be dated prior to date of Agreement)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto the City of Grantville and, Georgia, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with Owner for _____ in accordance with the Bid Document and specifications prepared and issued by the City of Grantville which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest: _____ (SEAL)
Principal (Bidder)

_____ BY _____
Signature

Typed Name

Title

Attest _____ (SEAL)
Surety

_____ By _____
Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY
The City of Grantville, Georgia.
(Bond must not be dated prior to date of Agreement)

STATE OF GEORGIA

_____ COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with the City of Grantville has registered with and is participating in a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Grantville contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the City of the identity of each subcontractor hired under the contract within five (5) days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Grantville within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

Date Authorized to Use E-Verify

By: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20 ____

Notary Public
My Commission Expires:

STATE OF GEORGIA

_____ COUNTY

SAVE AFFIDAVIT

By executing this affidavit under oath, as an applicant for a City of Grantville, Georgia contract as referenced O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with the City of Grantville:

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This ____ day of _____, 20 ____.

Signature of Applicant:

Printed Name: _____

Alien Registration number for non-citizens: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20 ____

Notary Public

My Commission Expires:

AGREEMENT

**BETWEEN CITY OF GRANTVILLE, GEORGIA AND
ATLANTA PAVING & CONCRETE CONSTRUCTION, INC.
FOR
CHARLIE PATTERSON ROAD RECONSTRUCTION**

THIS AGREEMENT, made and entered into this _____ day of May 2021, by and between **CITY OF GRANTVILLE, GEORGIA**, with its principal office at 123 LaGrange Street, Grantville, Georgia 30220, hereinafter referred to as "**OWNER**", and **ATLANTA PAVING & CONCRETE CONSTRUCTION, INC.**, providing construction services with its principal office at 6825 Jimmy Carter Blvd., Suite 1400, Norcross, Georgia, hereinafter referred to as "**CONTRACTOR**":

WHEREAS, **OWNER**, desires to receive the services for **CHARLIE PATTERSON ROAD RECONSTRUCTION** in Grantville, Georgia with a scope generally defined by the **CONTRACTOR'S** proposal presented in Appendix A; and

WHEREAS, **OWNER** is desirous of engaging the services of said **CONTRACTOR** to perform said services and

WHEREAS, **CONTRACTOR** has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said **OWNER** and said **CONTRACTOR**, for the considerations hereinafter set forth, mutually agree as follows:

Article I – Contract Services Engagement

OWNER hereby engages Atlanta Paving & Concrete Construction, Inc., as an independent contractor to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONTRACTOR hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein.

CONTRACTOR is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint venturer of **OWNER**. **CONTRACTOR** shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, **CONTRACTOR** in performing or furnishing services under this Agreement.

Article II - Scope of Services

The scope of services performed or furnished by **CONTRACTOR** under the terms of this Agreement is defined in Appendix A. Unless modified in writing by both parties, duties of **CONTRACTOR** shall not be construed to exceed those services specifically established in Appendix A. **Any additional fees associated with services not included in Appendix A must be defined and agreed to by OWNER in writing prior to initiation of those services.**

Article III - Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONTRACTOR in the performance of CONTRACTOR's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Contractor to perform or furnish services under this Agreement.

OWNER shall appoint Al Grieshaber, Jr. as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONTRACTOR shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article IV - Schedule

The CONTRACTOR shall complete all work under this contract within 60-days after the Notice to Proceed has been issued by the OWNER.

OWNER will be kept informed as to the progress of the services under this Agreement. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays beyond the control of the other party. Delays in work performed by the Contractor or its subcontractors are deemed to be delays within the control of Contractor.

Article V - Assignment of Contract

CONTRACTOR shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VI- Sub-contractors

CONTRACTOR shall only hire subcontractors who are registered for and participate in the E-Verify program. CONTRACTOR will provide OWNER with notice of the identity of all subcontractors hired by the CONTRACTOR (or subcontractor, if sub-subcontractors are used) within five (5) days of hiring the subcontractor (or sub-subcontractor).

CONTRACTOR must obtain affidavits from all subcontractors (or sub-subcontractors, if used) attesting that the subcontractor (or sub-subcontractor) is registered for and participates in the E-Verify program.

Article VII - Payment

Payment for the services set forth in Appendix A shall be made by OWNER to CONTRACTOR and shall be considered as full compensation for such services and all personnel, materials, supplies, and equipment used and costs incurred in carrying out such services.

- A. Payment for services performed or furnished under terms of Appendix A in which the basis for compensation will be determined by the contract unit prices multiplied by the actual quantities of materials installed to determine the total contract amount. The contract amount below is subject to adjustment based on actual quantities of materials installed for the project. No increase in the quantities estimated in Exhibit A shall be owed by the OWNER unless such are approved, in writing, by the OWNER'S REPRESENTATIVE prior to the installation or use of such materials or labor.
 1. Compensation to CONTRACTOR shall be in the amount of One Hundred Eighty Nine Thousand Nine Hundred Fifty Two and 88/100 Dollars (\$189,952.88) as outlined in Appendix A.
 2. Payments shall be based on percent completion according to the schedule outlined in Appendix A. As each payment is due, a statement describing the services which have been performed or furnished and listing the percent of completion and the total amount of prior payments paid by OWNER shall be submitted to OWNER. Payment shall be made for the balance due under such statement, without retention unless OWNER contests all or part of said billing in which event only that portion so contested

will be retained by OWNER pending resolution of the dispute and any uncontested portion will be paid.

- B. CONTRACTOR's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying this requirement may be withheld until the requirements has been satisfied.
- D. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to OWNER and approved by OWNER. Interest shall accrue and be paid on any unpaid approved statement or invoice amount at the legal rate of interest from the 45th day after receipt of such statement or invoice to the date of payment. Interest shall be payable at the same time that said statement or invoice amount is paid.

Article VIII - Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONTRACTOR may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VI. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONTRACTOR of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article VIII.

Article IX - Termination of Services

OWNER, by notifying CONTRACTOR in writing, may terminate any or all of the services covered by this Agreement. In the event of such termination, CONTRACTOR shall have the right to expend a reasonable amount of additional time for the purpose of closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed. All charges thus incurred, together with associated expenses reasonably incurred by CONTRACTOR and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub-consultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONTRACTOR. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONTRACTOR pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article X - Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend OWNER, officials, officers, employees and agents from and against any and all claims, damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence (including but not limited to negligence, errors or omissions) of CONTRACTOR, its partners, officers, employees, agents, sub-consultants and subcontractors in the performance or furnishing of services under this Agreement, provided however, that CONTRACTOR's liability to OWNER under this Article shall not exceed the percentage share of such claim, damages, cost, loss and expense that the negligence (including negligence, errors or omissions) of CONTRACTOR, its partners, officers, employees, agents, sub-consultants and subcontractors bears to the total negligence of all negligent entities and individuals determined on the basis of comparative negligence principles.

Article XI – Insurance and Bonds

- A. CONTRACTOR shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Appendix B.

- B. CONTRACTOR shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONTRACTOR pursuant to this Agreement or from the use of automobiles and equipment of or by CONTRACTOR. The amount(s) and coverage(s) shall be in accordance with Appendix B.
- C. CONTRACTOR is required to provide OWNER with Certificates of Insurance evidencing the afore-referenced coverages and, upon OWNER's written request, complete copies of such policies or other evidence of coverage satisfactory to OWNER shall be provided to OWNER. Approval or acceptance of said insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder.
- D. CONTRACTOR is required to provide OWNER with payment and performance bonds in accordance with the amount(s) and coverage(s) in the attached Appendix D. The Bonds shall be written through a licensed Georgia agency on behalf of a surety company licensed to do business in the State of Georgia meeting the following requirements:

Qualification – Management and Strength: The Surety must be rated no less than "A" as to management and no less than XII as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.
 Bonding Limit – Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policy holder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

Article XII - Controlling Law

This Agreement is to be governed by the law of the State of Georgia in the County in which OWNER's principal place of business is located.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONTRACTOR, all as of the day and year first above written.

**OWNER
 CITY OF GRANTVILLE, GEORGIA**

**CONTRACTOR
 ATLANTA PAVING & CONCRETE
 CONSTRUCTION, INC.**

 Name _____
 Date _____
 (SEAL)

 Name _____
 Date _____
 (SEAL)

Attest _____
 Name Roberta Higgins, City Clerk

Attest _____

APPENDIX A INCLUDES:

Quantities and Construction Costs
Project Map

Estimated Quantities and Opinion of Construction Cost

Full Depth Reclamation (FDR) & Paving

Charlie Patterson Road, Grantville, GA

May 6, 2021

Project Area:

Road Length from Griffin St to Roger Arnold Rd & Bo Bo Banks Rd	2,768	0.26 Mi
Road Width (FT)	20	0.03 Mi
Pavement Area (SY)	6,152	0.04 Mi
	Total	0.32 Mi

Pavement Cross Section

FDR Base 10" Thickness

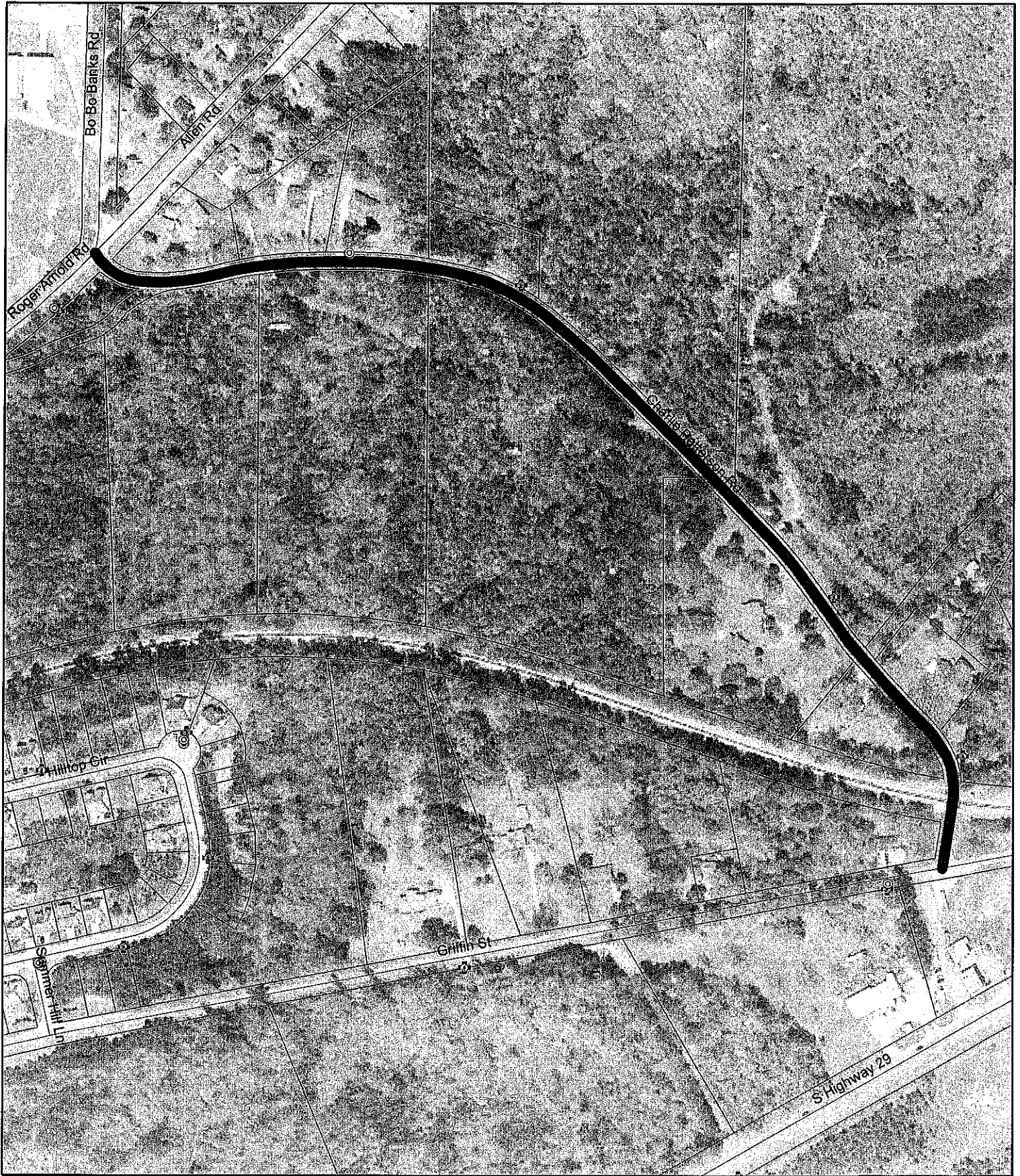
Binder Course 2" - 19mm-(Super Pave, & H Lime)

Surface Course 1.25" - 9.5mm-(Super Pave Type II, GP 2, & H Lime)

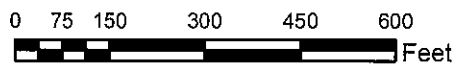
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	\$7,500.00	\$7,500.00
2	General Conditions	1	LS	\$4,400.00	\$4,400.00
5	Portland Type 1 Cement (FDR mixing of roadways)	200	Tons	\$162.00	\$32,400.00
6	Full Depth Reclamation 10 inch Depth	6,152	SY	\$6.04	\$37,158.08
7	1.25" 9.5mm-(Super Pave Type II, GP 2, & H Lime)	425	Tons	\$88.24	\$37,502.00
14	12" Thermoplastic Stop Bar	2	EA	\$125.00	\$250.00
12	5-Inch Yellow Striping (Thermoplastic)	5,536	LF	\$0.55	\$3,044.80
13	5-Inch White Edge Striping (Thermoplastic)	5,536	LF	\$0.55	\$3,044.80
19	Shoulder Backfill & Stabilization	100	CY	\$40.00	\$4,000.00
22	2" 19mm-(Super Pave, & H Lime)	680	Tons	\$88.24	\$60,003.20
24	Thermoplastic Pvmnt Marking, RR/HWY Crossing	2	EA	\$325.00	\$650.00
					\$189,952.88

Prepared by

Brennan Jones Engineering Associates, LLC



CHARLIE PATTERSON RD PROJECT AREA
2021 GDOT LMIG
Grantville, Georgia



APPENDIX B INCLUDES:

Insurance Requirements

The limits of liability for the insurance required by Article X are as follows:

Prior to beginning work, the Contractor will furnish a certificate of insurance coverage for not less than the following amounts or greater where required by laws and regulations:

Workers' Compensation	
State and Other	Statutory
Employer's Liability	
Each Accident	\$500,000
Disease Policy Limit	\$500,000
Disease - Each Employee	\$500,000
Commercial General Liability	
General Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Automobile Liability (any vehicle)	
Bodily Injury	
Each Person	\$1,000,000
Each Occurrence	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
or a Combined Single Limit of	\$2,000,000

The City of Grantville will be named as the insurance certificate holder and the insurance is to remain in effect during the entire contract period including the warranty period.

APPENDIX C INCLUDES:

Release of Liens and Claims

RELEASE OF LIENS AND CLAIMS

WHEREAS, we, the undersigned, have installed or furnished labor, materials and/or equipment for the installation of the Project entitled **CHARLIE PATTERSON ROAD RECONSTRUCTION**, installed pursuant to a written agreement dated May _____, 2021, between the City of Grantville, Georgia, having an office at 123 LaGrange Street St, Grantville, Georgia 30220, hereinafter called OWNER and Atlanta Paving & Concrete Construction, Inc., having an office at 6825 Jimmy Carter Blvd., Suite 1400, Norcross, Georgia, hereinafter called CONTRACTOR, which said facilities are owned by the OWNER.

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens which we have, or might have, against the OWNER, or said facilities by reason of the labor, materials and equipment furnished by us in connection with said installation;

NOW THESE PRESENTS WITNESS that we the undersigned, in consideration of the premises, and of the sum of One Dollar (\$1.00) in hand paid by the said OWNER, at and before the sealing and delivery hereof, the receipt whereof we do hereby acknowledge, have remised, released and forever quitclaimed, and by these presents do remise, release and forever quitclaim, unto the said OWNER, its successors and assigns, any and all manner of liens, claims and demands whatsoever which we now have, or might or could have, on or against the said facilities, or the owner thereof, for work done, or for equipment or materials furnished in connection with the installation thereof. It is the intent of this release that the OWNER, its successors and assigns shall and may hold, have, use and enjoy the said facilities free and discharged from all liens and demands whatsoever which we now have, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the day written opposite our signature.

Company Name _____ (SEAL)

By _____

Title _____

Dated _____, 20____

Sworn to and subscribed before me,
a Notary Public, this _____ day
of _____, 20____

Notary Public (SEAL)

I, _____, duly authorized representative of _____, designated as Atlanta Paving & Concrete Construction, Inc., do hereby state that the parties whose names are signed to the attached releases, pages 1 through _____, are all of the parties who have furnished labor, materials or equipment in connection with the construction of the facilities mentioned above; excepting only such materials as may have been furnished by the OWNER.

Dated: _____, 20____

Representative's Signature

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20____

Notary Public (SEAL)

APPENDIX D INCLUDES:

Payment Bond	100% of Contract Amount
Performance Bond	100% of Contract Amount

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as surety, are held and firmly bound unto The City of Grantville, Georgia, hereinafter called Owner, in the sum of _____ dollars (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for _____ in accordance with specifications prepared by the City of Grantville which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

C. No suit or action shall be commenced hereunder by any claimant,

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount' claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United State District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest:

Principal (Bidder) (SEAL)

BY

Signature

Typed Name

Title

Attest

Surety (SEAL)

By

Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY
The City of Grantville, Georgia.
(Bond must not be dated prior to date of Agreement)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto the City of Grantville and, Georgia, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with Owner for _____ in accordance with the Bid Document and specifications prepared and issued by the City of Grantville which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest: _____ (SEAL)
Principal (Bidder)

BY _____
Signature

Typed Name

Title

Attest _____ (SEAL)
Surety

By _____
Signature
Attorney-in-Fact

Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

**DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY
The City of Grantville, Georgia.
(Bond must not be dated prior to date of Agreement)**

STATE OF GEORGIA

_____ COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with the City of Grantville has registered with and is participating in a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Grantville contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the City of the identity of each subcontractor hired under the contract within five (5) days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Grantville within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

Date Authorized to Use E-Verify

By: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__

Notary Public
My Commission Expires:

STATE OF GEORGIA

_____ COUNTY

SAVE AFFIDAVIT

By executing this affidavit under oath, as an applicant for a City of Grantville, Georgia contract as referenced O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with the City of Grantville:

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This ____ day of _____, 20 ____.

Signature of Applicant:

Printed Name: _____

Alien Registration number for non-citizens: _____

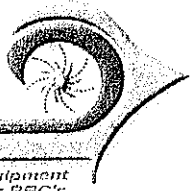
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20 ____

Notary Public

My Commission Expires:

**SAN
AIRFLOW**



*The Source for Floating WWT Equipment
Brush Rotors - Mixers - Polishing RBC's*

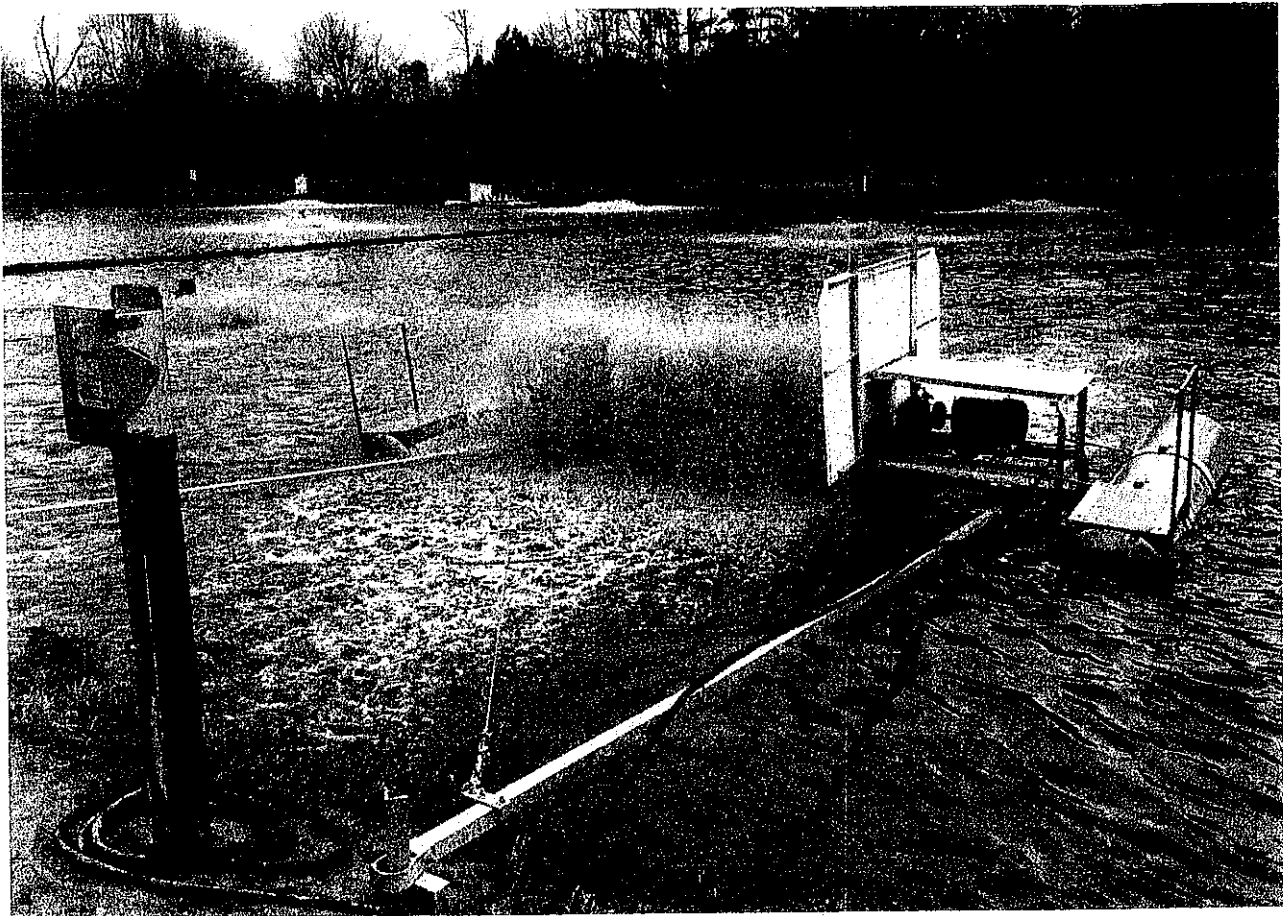
TEMPLETON & ASSOCIATES

ENGINEERING SALES



CITY OF GRANTVILLE GA

REQUEST FOR PROPOSAL
WASTEWATER TREATMENT PLANT
AERATION EQUIPMENT
October 2020



QUOTE NO. SNA6456

To: *Joan Kenny*
Public Works & Utilities Coordinator
City of Grantville, GA
770-583-2289 x2009
jkenny@grantvillega.org

Date: **October 26, 2020**

Project: **City of Grantville GA Wastewater Treatment Plant**

Subject: **S&N Airoflo Aeration Equipment for Waste Water Treatment
Horizontal Floating Brush Rotor**

SCOPE OF SUPPLY

S&N Airoflo™ is pleased to submit a proposal for the supply of the following equipment and/or services:

ITEM 1. Floating Brush Rotors

One (1) 5 HP S&N Airoflo™ 1600 Series Hot Dipped Galvanized Floating Brush Rotors, complete with the following features and components:

- **Motor:** 230/460 volt, 3-phase, 60 hertz, TEFC (Totally Enclosed Fan Cooled), horizontal electric motor. This motor meets the **NEMA Premium Efficiency specifications. Motor has a minimum 1.25 SF (at full load amps).**
- **Gear Reducer:** A constant-duty, AGMA class III, gear reducer possessing a minimum 2.0 service factor at operational loads, based on rotor documentation.
 - Gear reducers are upgraded with external labyrinth style seal guards designed to protect the gear reducer seals from grit, hair and the corrosive environment.
 - Gear reducers shall be equipped with a vent breather modified for use with S&N Airoflo rotors. This device is designed to prevent water vapor from collecting in the gear reducer reservoir. This in turn will extend the life of the gear reducer lubricant.
 - Gear reducer shall be fitted with a drain hose to allow for safer, cleaner oil changes.
 - Gear reducers shall be supplied with S&N Aeration Duty Gear Lube.

- **Drive Assembly:** A Flex Drive Assembly consisting of a shaft mounted gear using a face mounted plate, is attached to the frame with heavy pins to allow a limited amount of tri-axial movement. *The movement allowed by the pin and plate arrangement eliminates critical alignment issues, thus eliminating misalignment pressure on the bearings in the gear reducer.* Further reduction of possible alignment issues is greatly reduced through the use of an elastomeric coupling between the motor and the gear.
- **Horizontal Rotor Assembly:** Shall be constructed of A36 Low Carbon Steel and hot dipped galvanized to ASTM Specification #A123/A after final fabrication. The torque tube is fitted with welded flanges on both ends to receive eight (8) bolt stub shaft assemblies. The blades are welded to the rotor for strength and then balanced. *The Airoflo rotor design includes a unique blade shape with a C-shaped base and a blade placement pattern of alternating long & short blade lengths to maximize mixing and oxygen transfer.*
- **Rotor Bearing Assembly:** The bearing assembly consists primarily of a UHMW (Ultra High Molecular Weight) bearing block and wear sleeves (Bronze & Carbon Steel) attached to the rotor shaft using a heavy heat shrink. The UHMW bearing block is uniquely machined to carry the weight of the rotor while allowing wastewater to flow through the bore for lubrication. A cutaway design provides an easy visual inspection of the condition of the bearing assembly. The maintenance free bearing assembly is designed to wear out over time, while eliminating scheduled greasing and possible catastrophic failure.
- **Rotor Support:** In-line Flex Drive Assemblies will include a Single UHMW Tail end bearing with a face mounted swing plate supporting the drive end. UHMW polyethylene self-wastewater lubricating (non-greasing, maintenance free) rotor bearing with bi-metallic wear sleeves are designed to absorb the wear and protect the shaft. The maintenance free UHMW bearing will eliminate the requirement of monthly greasing labor and possible contamination of the basin.
- **Flotation Devices: Cradle Frames & Vertical Adjustable Linkage:** Stainless Steel foam filled floats are mounted to the main frame with hot dipped galvanized cradles. The connecting linkage between the cradle and the frame is adjustable to vary the rotor submergence and to control amperage.
- **Main Frame:** The main frame is constructed primarily from structural channel and then hot-dipped galvanized after final fabrication. Non-skid platforms are welded to the drive end of the frame for secure footing and safe access during O&M inspections.

- **Fasteners & Threaded Rods:** All bolts, threaded rods, pins and clips will be 304 Stainless Steel to prevent seizing. All adjustment rods will have brass nuts and all bolts will have brass lock nuts.
- **Anchoring:** This system will be supplied with a Levee Anchoring System (LAS). The 30' LAS will allow the unit to float level and operate at the various water levels required for the application, while securing the unit in place and limiting lateral movement.
- **Shields:** The EVS (Extended Vertical Shield) consists of an 8' wide shield and a structural frame work over the motor end of the rotor. The extended vertical shield is designed to provide a *clean dry area* outside of the rotor and particularly around the motor and gear reducer. The shield is 8' wide and in freezing weather, will limit ice buildup on the unit. *The shield system also incorporates extra ordinary protection with shaft seals which prevent waste water from migrating along the rotor shaft to the seal & bearing area of the gear.*

NOTE: For Items 2 and 3, the following existing electrical components must be verified on site:

- *Voltage on site for equipment*
- *Overload rated for HP quoted*
- *Motor Protection (Brand, Type, Size)*
- *Location of Power termination (Motor Control Center / Disconnect)*

Equipment Warranty will not apply unless Client supplies information prior to purchase and delivery.

ITEM 2. Electrical Panels & Disconnects:

- **None Quoted**
- **Panel Sun Shield & Curtain:** Full details provided upon request
 - **None Quoted**
- **Service Disconnect With a Hot Dipped Galvanized Mounting Bracket:** Full details provided upon request
 - **None Quoted**

ITEM 3. Power Cable and/or Pre-wired Motors: Full details provided upon request

- **50 ft of No. 10/4 Trey Cable and corresponding Carflex® conduit included and pre-wired to the motor.**

ITEM 4. EZ Access Systems: Based on our 30+ years of experience, we recommend a simple access system to provide safe, easy access for O&M inspections and light repairs

- **None Quoted**

ITEM 5. Freight, Installation, Lifting Equipment & Tech Service:

- ***Freight: FOB Destination, Freight Prepaid & Added***
- ***Installation: None Quoted***
- ***Lifting Equipment: Customer Responsibility***
- ***Tech Service and Training: None Quoted***

ITEM 6. Maintenance and Handling Accessories:

S & N will provide the following to assist in handling the equipment and basic maintenance:

- **Lifting Bar**
- **O&M Manuals**

ITEM 7. Spare Parts

- **One (1) additional elastomeric coupling**

****PLEASE REFENCE THE FOLLOWING PAGES FOR PRICING AND EXECUTION****

City of Grantville

123 LaGrange Street
P.O. Box 160
Grantville, GA 30220

770-583-2289
Telephone

770-583-2280
Telefax

March 20, 2020
CERTIFIED AND REGULAR MAIL

Russell Chambers
19 Irvin Drive
Dawsonville, Georgia 30534

Subject: Termination of Employment
Reference: City of Grantville Employee Handbook
Relocation and Training Agreement

Dear Mr. Chambers,

You commenced your employment with the City of Grantville on August 19, 2019. At or about that time, you received a copy of the City of Grantville Employee Handbook which you signed for on August 20, 2019.

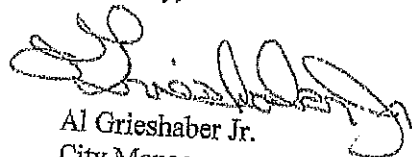
The City of Grantville Employee Handbook on page 22 provides the Standard of Conduct. On page 23 and 24, the reference provides "The First Violation of the Following may result in Immediate Discharge":
"Being absent three (3) consecutive days without calling in."

You were absent on Tuesday, March 17, 2020; Wednesday, March 18, 2020; and Thursday, March 19, 2020 without calling in.

Therefore, your termination from employment with the City of Grantville is effective March 20, 2020.

You are required to return all city property immediately. Additionally, you are required to reimburse the City of Grantville for all Relocation and Training expenses in the amount of \$4,940.46 incurred by the City in accordance with the Relocation and Training Agreement signed on August 26, 2019.

Sincerely,



Al Grieshaber Jr.
City Manager

Al Grieshaber

From: Russ Chambers <russdanielle.chambers@gmail.com>
Sent: Friday, March 20, 2020 11:13 AM
To: Al Grieshaber
Subject: Russ Chambers

Good morning,

I have accepted a job offer and will be relocating this weekend. This is my notice of separation.

The following city issued items are located below

Keys- center console of work truck

Fuel card- center console

Laptop- in work truck

I-pad- in desk

Uniforms and phone- i will mail to city hall

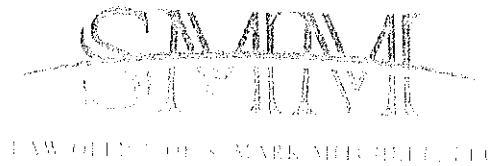
My new mailing address is 19 irvin dr

Dawsonville GA 30534

Thank you for hiring me and giving me a opportunity to work and use my skillset. All anyone can do is try and do your best.

I wish you all the best

Russ Chambers



Monday, September 14, 2020

VIA CERTIFIED MAIL NO: 7019 1640 0002 2277 8585
RETURN RECEIPT REQUESTED

Russell C. Chambers
19 Irvin Drive
Dawsonville, GA 30534

RE: City of Grantville, Georgia

Dear Mr. Chambers:

As you are aware, I am the City Attorney for the City of Grantville, Georgia ("City"). Upon your employment with the City as Director of Public Works and Utilities on August 19, 2019 you executed a Relocation and Training Agreement ("Agreement"), a copy of which is enclosed for your convenient reference. The terms of that Agreement provide in part that "If Chambers resigns his employment with the City at any time within four (4) years of the effective date of this Agreement, then he shall fully reimburse the City for the relocation and training expenses paid by the City on his behalf."

On March 20, 2020 you resigned your position effective immediately. A copy of your resignation is enclosed. Therefore, in accordance with the terms of the Agreement, you are responsible to reimburse the City for the relocation and training expenses incurred on your behalf. The Agreement provides that the relocation expenses were in the amount of \$4,000.00. The training costs incurred by the City on your behalf totaled \$940.46. The total amount to be reimbursed to the City is \$4,940.46. Mr. Grieshaber informed you of this amount and your reimbursement obligation in his letter of March 20, 2020, a copy of which is enclosed. However, to date payment has not been received by the City.

The purpose of this letter is to demand payment to the City in the amount of \$4,940.46, as required by the Agreement, within ten (10) days of the date of this letter. If payment is not received, then the City will be left with no alternative but to pursue all available legal options to enforce the terms of the Agreement, and if this become necessary, we will seek an award of legal fees and costs for having to do so.

37 Calumet Parkway
Suite F-103
Newnan, Georgia 30263

Phone: 770.800.2327
Facsimile: 770.847.7326
MARKMITCHELLLAW.COM

Russell C. Chambers
September 14, 2020
Page Two

With best regards, I remain

Yours very truly,

A handwritten signature in black ink, appearing to read 'S. Mark Mitchell', written over a horizontal line.

S. Mark Mitchell

Enclosures

cc: Russell C. Chambers (via regular mail)
Al Grieshaber, City Manager

37 Calumet Parkway
Suite F-103
Newnan, Georgia 30263

Phone: 770.800.2327
Facsimile: 770.847.7326
MARKMITCHELLLAW.COM

Relocation and Training Agreement

INTRODUCTION

This Agreement, made and entered into this 26th day of August, 2019, by and between the City of Grantville, Georgia, a municipal corporation (hereinafter called the "City"), and Russell C. Chambers (hereinafter called "Chambers"), both of whom agree as follows:

WITNESSETH

Whereas, the City of Grantville desires to have Russell C. Chambers serve in the position of the Director of Public Works and Utilities Departments for the City; and

Whereas, Russell C. Chambers has agreed to accept employment as the Director of Public Works and Utilities Departments.

Duties

The City hereby agrees to hire and employ Russell C. Chambers as the Director of Public Works and Utilities Departments. Chambers accepts such employment and agrees to perform the functions and duties specified in the City Charter, City Ordinances, and the Official Code of Georgia, and to perform such other legally permissible and proper duties and functions, as shall from time to time be assigned to Chambers.

Further, Chambers shall comply with (collectively "Applicable Laws and Authorities"); state and federal law; the City's Charter; all City policies, rules, regulations and ordinances as they exist or may hereinafter be adopted or amended and all lawful directives.

At-Will Employment

The City agrees to employ Chambers, and Chambers agrees to be employed by the City, as an at-will employee subject to the terms, conditions and restrictions of this Agreement as well as applicable law and the City's policies and procedures. The period of Chambers' employment is referred to in this Agreement as the "At-Will Employment Period." Chambers acknowledges and agrees that this Agreement does not represent a

promise of or a contract of continued or future employment of Chambers and that Chambers' employment with the City will be at will and for no specific term.

Relocation and Training Expenses

- A. The City shall pay the expenses related to the moving and relocation of Chambers and his family and personal property in the amount of Four Thousand Dollars (\$4,000.00).
- B. The City shall pay all approved expenses related to authorized training & educational opportunities which the City in its sole discretion determines will be beneficial to both the City and Chambers in his capacity as Director of the Public Works and Utilities Departments.
- C. If Chambers resigns his employment with the City at any time within four (4) years of the effective date of this Agreement, then he shall fully reimburse the City for the relocation and training expenses paid by the City on his behalf.

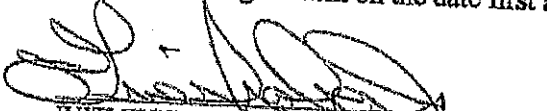
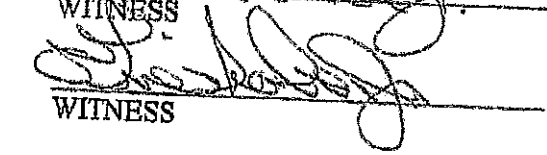
Notices


Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class, certified or registered mail, postage prepaid, address as follows:

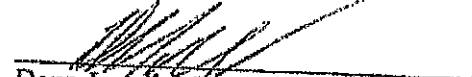
- 1) City: City Manager
P. O. Box 160
Grantville, Georgia 30220
- 2) Chambers: Russell C. Chambers
33 Irvin Drive
Dawsonville, Georgia 30534

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the City of Grantville has caused this Agreement to be signed and executed on its behalf by its Mayor, and Chambers has signed and executed this Agreement on the date first above written.


WITNESS

WITNESS


Russell C. Chambers


Doug Jewell, MAYOR
CITY OF GRANTVILLE, GEORGIA
Pursuant to vote of the City Council on
August 7, 2019

Fox, Chandler, Homans, Hicks & McKinnon, LLP

ATTORNEYS AT LAW

JOSEPH A. HOMANS
CATHERINE HENRY HICKS, P.C.
GRAHAM MCKINNON IV, P.C.
THEODORE G. CASSERT, P.C.

POST OFFICE BOX 477
DAWSONVILLE, GEORGIA 30534
Telephone: 706-265-3090
Facsimile: 706-865-3147
www.foxchandler.com

OF COUNSEL:
DAVID A. FOX, P.C.
ROBERT L. CHANDLER, P.C.
CATHERINE T. CRAWFORD

October 5, 2020

**Via email: mark@smmitchelllaw.com

S. Mark Mitchell
Law Office of S. Mark Mitchell, LLC
37 Calumet Parkway
Suite F-103
Newnan, Georgia 30263

Re: City of Grantville/Russ Chambers

Dear Mr. Mitchell:

I represent Mr. Chambers regarding the demand for reimbursement of relocation expenses and training expenses.

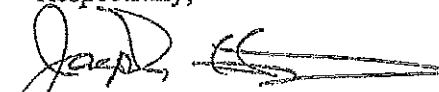
Your September 14 letter states that Mr. Chambers resigned his position on March 20. However, the basis for the contention that Mr. Chambers resigned is an email. The parties' Agreement requires that notices pursuant to the Agreement shall be given by deposit in the custody of the USPS or personal service in the same manner as is applicable to civil judicial practice or hand-delivered to the recipient. The resignation from Mr. Chambers was not served via the methods required by the Agreement and fails to substantially comply with the terms of the Agreement and occurred after events the City asserts as the basis for termination. O.C.G.A. §13-2-2; 13-4-20.

The City Manager terminated Mr. Chambers pursuant to a letter dated March 20 that was served as required by the Agreement. See attached. The City acknowledged that Mr. Chambers was terminated during the City Council meeting on March 23, 2020 and through statements to third parties.

The Agreement requires Mr. Chambers to reimburse the City only if he resigned. The City terminated Mr. Chambers. Hence, Mr. Chambers declines to honor the demand set forth within your September 14 letter.

If the City pursues the claim against Mr. Chambers, then I am authorized to acknowledge service for him.

Respectfully,


Joseph A. Homans

cc: Russ Chambers

TO: Municipal Electric Authority of Georgia (MEAG Power) Participants
(Key Contacts List) and Election Committee Members

FROM: J. Clark Boddie, Palmetto, Election Committee Chairperson

DATE: May 6, 2021

RE: First Notice of 2021 MEAG Power Annual Election

This memo is a first notice that the 2021 MEAG Power Annual Election will be held on Thursday, **July 01, 2021**, at **10:30 a.m.** via an electronic process. Details will be sent prior to the Election.

The Election is for the three expiring, three year term board member positions currently held by Terrell Jacobs, Steve Tumlín and William Yeara.

Attached is a list of the Election Committee delegates and alternates for each Participant. **If your delegate or alternate is different** from the names on the attached list or **no delegate or alternate is listed** for your community, a certified copy of a resolution naming the delegate and alternate for MEAG Power Elections should be sent to the following address **to be received by June 28th**:

MEAG Power
1470 Riveredge Pkwy.
Atlanta, Georgia 30328
Attn: Peter M. Degnan, Sr. V.P. & General Counsel
pdegnan@meagpower.org

Please check the enclosed delegate list and verify your community's voting delegate and alternate. Should a new resolution be necessary, a sample is enclosed for your convenience.

If you would like to nominate a person to one of the positions to be filled, have a delegate participate in the Annual Election and prepared to do so. You are still free to contact other members of the Election Committee prior to the Election advising them of persons you plan to nominate. Please note that members of the Election Committee are not eligible to run for election to the MEAG Power board. Accordingly, if you would like to nominate a current member of the Election Committee to run for one of the positions to be filled, please have the resolution mentioned above adopted and returned as indicated appointing a new delegate or alternate, as applicable, in lieu of such current member of the Election Committee.

Also, enclosed is a list showing the distribution of votes for this Election. Please contact Peter M. Degnan at 770-661-2893 or pdegnan@meagpower.org with any questions. Thank you

Jim Fuller and Pete Degnan, MEAG Power, MEAG Power Board
Kay Pippin, Jackson, Vice Chairman.

Affidavit of Closed Meeting

Personally appeared before the undersigned – attesting officer, duly authorized to administer oaths, _____, who, after being duly sworn, deposes and on oath states the following:

1) I was the presiding officer of a meeting of the Grantville City Council held on the _____ day of _____, _____.

2) That it is my understanding that §O.C.G.A 50-14-4(b) provides as follows:

When any meeting of an agency is closed to the public pursuant to the subsection (a) of this Code section, the chairperson or other person presiding over such meeting shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

3) The subject matter of the closed meeting or closed portion of the meeting held on the _____ of _____, _____, which was closed for the purpose (s) of _____ as allowed by O.C.G.A., Title 50, Chapter 14, was devoted to matters within those exceptions and as provided by law.

4) This affidavit is being executed for the purpose of complying with the mandate of O.C.G. A. §50-14-4(b) that such an affidavit be executed.

This _____ day of _____, _____.

Mayor/Presiding Officer

Council/Attending Member

Council/Attending Member

Council/Attending Member

Council/Attending Member

Sworn to and subscribed before me

This _____ day of _____, _____.

Notary Public (Seal)