

**CITY OF GRANTVILLE, GEORGIA CITY COUNCIL MEETING AGENDA**

**MONDAY, JUNE 26, 2023 AT 6:30 P.M.**

**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220**

**Call to Order, Invocation, and Pledge of Allegiance**

**Citizen Comment Regarding Agenda Items**

**Approval of Agenda**

**Approval of Minutes      City Council Meeting Minutes May 22, 2023**

**City Council Special Called Meeting Minutes June 12, 2023**

**City Council Work Session Meeting Minutes June 12, 2023**

**PUBLIC HEARINGS**

Alcohol License Application by Michael Marno on behalf of Sanguine Door, located at 13 Church Street, The Bricks

Alcohol License Application by Charles Phillips on behalf of Red's Grub Shack, located at 24 Main Street

Decision on Second Reading Ordinance No. 2023-13 Amending the Zoning Ordinance to Amend Article 4 Zoning Districts and Boundaries by Adding District: Historic Mill Village (HMV) and Amend Text, and for other purposes

Decision on Second Reading Ordinance No. 2023-14 Amending the Zoning Ordinance Section 14-12 Variances for Maximum size of a Directional Sign

Decision on Second Reading Ordinance No. 2023-15 to Amend 5-172 Alcoholic Beverage License requirements; License required for sale; restrictions on applicant

First Reading Ordinance No. 2023-16 to Repeal Ordinance Number 2014-04 Adopted February 24, 2014, Adopting Chapter 2, Article IX Procurement

First Reading Ordinance No. 2023-17 to Amend Article IV. Fiscal Administration Section 4.05 Purchasing of the Charter by deleting the word "ordinance" and replacing it with "The Purchasing Policies and Procedures Manual" and for other purposes

Decision on Resolution No. 2023-14 to Adopt the City of Grantville Purchasing Policies and Procedures Manual attached hereto as Exhibit A

Decision on Intergovernmental Agreement for Wastewater Maintenance and Service with Coweta County Water & Sewerage Authority

**CITY OF GRANTVILLE, GEORGIA**

**CITY COUNCIL MEETING AGENDA**

**MONDAY, JUNE 26, 2023 AT 6:30 P.M.**

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Decision on Resolution No. 2023-13 to Adopt and Approve the Project List and Funding Allocations for the Proposed 2025-2030 SPLOST

Decision on Resolution No. 2023-15 to Approve the Reallocation of Expenditures among the 2019-2024 SPLOST Projects for the City of Grantville

Decision on Resolution No. 2023-16 to Approve and Adopt an Intergovernmental Agreement between Coweta County and the City of Grantville for the Collection and Distribution of Special Purpose Local Option Sales Tax for the Years 2025-2030

Decision on Resolution No. 2023-17 Approving Voting Delegates MEAG Power Annual Election

Decision on Alcohol License Application by Michael Marno on behalf of Sanguine Door, located at 13 Church Street, The Bricks

Decision on Alcohol License Application by Charles Phillips on behalf of Red's Grub Shack, located at 24 Main Street

Decision on MEAG Power 2<sup>nd</sup> Amendment to the Solar Purchase Power Contract

Decision on Special Event Permit Application by Grantville Police for July 3<sup>rd</sup> Fireworks Festival

**Announcements:**

-City of Ethics

-City of Civility

-July 3<sup>rd</sup> Fireworks Festival

**Citizen Comments**

**City Council and Staff Comments**

**Adjournment**

CITY OF GRANTVILLE, GEORGIA CITY COUNCIL MEETING MINUTES

MONDAY, MAY 22, 2023 AT 6:30 P.M.

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220

Call to Order by Mayor Proctor at 6:30 p.m. followed by the Invocation and Pledge of Allegiance. Present: Mayor Richard Proctor, Councilmembers Dee Berry, David Clark, Casey Evans and Alan Wacaser. Also Present: City Manager Al Grieshaber, City Attorney Mark Mitchell and City Clerk Robi Higgins.

Citizen Comment Regarding Agenda Items - none

Approval of Agenda – Motion to approve Agenda Evans/Wacaser. Motion suspended.

A secondary motion by Councilmember Berry was made to Amend the Agenda to add a Resolution to Establish Juneteenth as a City Holiday and Revise the City Holiday Schedule; seconded by Wacaser. Approved unanimously.

Councilmember Berry presented a motion to Amend the Agenda, seconded by Clark to Remove consideration of the Resolution 2023-11 adopting the Financial Policies Manual: Vote 3-2 with Berry/Clark in favor and Wacaser, Evans, and Proctor opposed. Motion Failed to amend the agenda.

Councilmember Berry motioned to Amend the Agenda to add a Closed Executive Session to discuss personnel matters which received no second. Motion failed.

Councilmember Wacaser/Berry motioned to Adopt the Amended Agenda as Revised; approved unanimously.

Approval of Minutes:                      City Council Regular Meeting Minutes April 24, 2023  
Approved Wacaser/Evans: 4-0  
City Council Work Session Meeting Minutes May 8, 2023  
Approved Evans/Berry: 4-0

PUBLIC HEARING: Public comment on Ordinance 2023-13 Amending the Zoning Ordinance to Amend Article 4 Zoning Districts by Adding Historic Mill Village (HMV) and to Amend Article 5 Zoning District Standards and Permitted uses for the Historic Mill Village (HMV) Zoning Text and for other purposes. Public Hearing opened at 6:41 p.m. with no proponent speakers. Ms. Selma Coty spoke in opposition. Public Hearing closed at 6:49 p.m.

PUBLIC HEARING: Public comment on Ordinance 2023-14 Amending the Zoning Ordinance Section 14-12 Variances for Maximum size of a Directional Sign. Public Hearing opened at 6:50 p.m. with no proponents or opponents speaking therefore the hearing was closed at 6:51 p.m.

CITY OF GRANTVILLE, GEORGIA

CITY COUNCIL MEETING MINUTES

MONDAY, MAY 22, 2023 AT 6:30 P.M.

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Decision on MEAG Power 2022 Year-end Settlement (YES) Refund of \$21,095 and approval of election to deposit to the Municipal Competitive Trust Fund. Approved unanimously on motion by Wacaser/Evans.

Decision Second Reading Ordinance 2023-12 (as updated) Amending Chapter 2 Section 2-24 Rules for regularly scheduled council meetings. Motion to approve Evans/Wacaser: 3-1 (Berry opposed)

Decision Resolution 2023-11 Adopting the City of Grantville Financial Policies and Procedure Manual dated May 22, 2023. Motion to approve Councilmember Evans/Wacaser/Mayor Proctor: 3-2 (Berry/Clark opposed) Motion carried.

Discussion on First Reading Ordinance 2023-13 Amending the Zoning Ordinance to Amend Article 4 Zoning Districts and Boundaries by Adding District: Historic Mill Village (HMV) and Amend Text, and for other purposes. (No action necessary)

Discussion on First Reading Ordinance 2023-14 Amending the Zoning Ordinance Section 14-12 Variances for Maximum size of a Directional Sign (no action necessary)

Discussion First Reading Ordinance 2023-15 to Amend 5-172 Alcoholic Beverage License requirements; License required for sale; restrictions on applicant (no action necessary)

Decision Resolution 2023-12 Establishing Juneteenth as a City holiday and Revising the City holiday schedule.

Approved on Motion by Councilmember Berry, seconded by Wacaser and approved unanimously.

Announcements:

The Senior Activity Center will close on Wednesday, May 24, 2023 for the Coweta Senior Picnic and on May 26, 2023 for a trip to Blue Ridge Scenic Railway.

Citizen Comments – none

City Council comment for the record submitted by Councilmember Dee Berry (attached)

Motion to adjourn at 7:17 p.m. Evans/Berry: 4-0

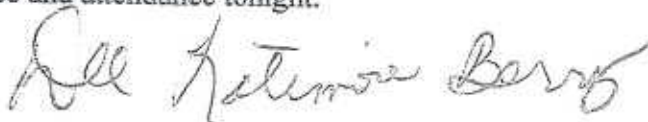
**FOR THE RECORD - CITY COUNCIL MEETING - May 22, 2023**

Thank you so much for attending this meeting. I really appreciate the vote of the Council to designate Juneteenth a City holiday. I am also requesting the use of Griffin Park on Saturday, June 17 to celebrate this new holiday. On December 19, 2022, Mayor Proctor, Councilman Clark, and I took an Oath of Office to faithfully discharge the duties which we are qualified to execute according to the Constitution and laws of Georgia

During the past five months as Chair of the Council Administrative Committee I have been prevented from meeting to help facilitate efficiency and better service to our citizens. As a matter of fact, no public meetings have been held for the Council Police Committee, chaired by Councilman Wacaser, the Council Utility Committee chaired by Mayor Pro Tem Evans, or the Council Street and Public Works Committee chaired by Councilman Clark. All four of these departments need oversight and review of policies to comply with Charter Sec. 2.09.

I have a lot of questions that need answers. Regarding public records requests, administrative policies and procedures (27) and financial procedures (27). I have questions for our City Attorney, ie. Whether Friday is considered a "Business Day". How do you operate and evaluate an office without job descriptions? How much of the Covid-19 Pandemic ARP budget has been spent and are funds still available to address staffing issues? In historical data, the City of Grantville has operated under the Council-Manager form of government since 1920. This system combines the strength of an elected Mayor and City Council with the professional manager and staff. The manager has the authority to appoint, promote, demote, transfer, suspend and remove all employees and direct and control their work per Charter sec. 3.04. My question for the City Attorney, does our full-time City Manager and the part-time Mayor have overlapping duties in the Code? Do employees report to the City Manager or the Mayor?

In closing, I would like to propose an ordinance establishing a Grantville Charter Review Commission as soon as possible - each councilmember to nominate two residents. Also, I would like to designate the following two qualified citizens of Grantville to be included in the pool of names maintained by the City Clerk's Office for appointment to the Grantville Board of Ethics: Ruby Hines, 81 Clarence McCambry Road, Grantville, GA and Sandra Luttrell, 276 Lagrange Street, Grantville, GA. Thank you so much for your patience and attendance tonight.



Dee Latimore Berry, Councilwoman, Council Administrative Committee Chairperson

**CITY OF GRANTVILLE, GEORGIA  
CITY COUNCIL SPECIAL CALLED MEETING MINUTES**

**MONDAY, JUNE 12, 2023 AT 6:30 P.M.**

**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220**

**Call to Order by Mayor Proctor at 6:30 p.m.**

**Present: Mayor Richard Proctor, Councilmember Dee Berry, David Clark, Casey Evans, and Alan Wacaser. Also, present City Manager Al Grieshaber and City Clerk Robi Higgins. Absent: Mark Mitchell City Attorney**

**Approval of Agenda on motion by Berry/Clark: 4-0**

**Executive (Closed) Session of the City Council to Discuss Pending Litigation: Jewell lawsuit**

**Motion to go to Executive Session for discussion on Pending Litigation: Berry/Evans:4-0**

**Motion to leave Executive Session: Evans/Berry: 4-0**

**Motion to return to Special Called Meeting: Wacaser/Clark: 4-0**

**Decision on Pending Litigation: Jewell v City of Grantville; Sells, Wacaser, Evans**

**Motion to settle the Civil Action File No. SUV2022001004, Jewell v City of Grantville; Sells; Wacaser; Evans, for \$18,500 by Berry/Clark: 4-0**

**There being no further business, the special called meeting was adjourned at 6:41 p.m.**

**Evans/Wacaser: 4-0**

**CITY OF GRANTVILLE, GEORGIA**  
**CITY COUNCIL WORK SESSION MEETING MINUTES**

**MONDAY, JUNE 12, 2023 AT 6:30 P.M. or thereafter**

**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220**

Call to Order by Mayor Proctor at 6:41 p.m. followed by the Invocation and Pledge of Allegiance

**Present:** Mayor Richard Proctor, Councilmember Dee Berry, David Clark, Casey Evans, and Alan Wacaser. Also, present City Manager Al Grieshaber and City Clerk Robi Higgins. **Absent:** Mark Mitchell City Attorney

**Citizen Comment Regarding Agenda Items – Selma Coty re: Ordinance 2013-13**

**Approval of Agenda – Motion to amend the agenda to add Resolution No. 2023-17 Approving Voting Delegates for the MEAG Power 2023 Annual Election by Wacaser/Evans: 3-1 Councilmember Berry opposed.**

**The following items were discussed by the Mayor and Council:**

Discussion Second Reading Ordinance 2023-13 Amending the Zoning Ordinance to Amend Article 4 Zoning Districts and Boundaries by Adding District: Historic Mill Village (HMV) and Amend Text, and for other purposes

Discussion Second Reading Ordinance 2023-14 Amending the Zoning Ordinance Section 14-12 Variances for Maximum size of a Directional Sign

Discussion Second Reading Ordinance 2023-15 to Amend 5-172 Alcoholic Beverage License requirements; License required for sale; restrictions on applicant

Discussion First Reading Ordinance 2023-16 to Repeal Ordinance Number 2014-04 Adopted February 24, 2014, Adopting Chapter 2, Article IX Procurement

Discussion First Reading Ordinance 2023-17 to Amend Article IV. Fiscal Administration Section 4.05 Purchasing of the Charter by deleting the word “ordinance” and replacing it with “The Purchasing Policies and Procedures Manual” and for other purposes

Discussion Resolution 2023-14 to Adopt the City of Grantville Purchasing Policies and Procedures Manual attached hereto as Exhibit A

**CITY OF GRANTVILLE, GEORGIA**

**CITY COUNCIL WORK SESSION MEETING MINUTES**

**MONDAY, JUNE 12, 2023 AT 6:30 P.M.**

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Discussion Intergovernmental Agreement for Wastewater Maintenance and Service with Coweta County Water & Sewerage Authority

Discussion Resolution 2023-13 to Adopt and Approve the Project List and Funding Allocations for the Proposed 2025-2030 SPLOST

Discussion Resolution 2023-15 to Approve the Reallocation of Expenditures among the 2019-2024 SPLOST Projects for the City of Grantville

Discussion Resolution 2023-16 to Approve and Adopt an Intergovernmental Agreement between Coweta County and the City of Grantville for the Collection and Distribution of Special Purpose Local Option Sales Tax for the Years 2025-2030

Discussion on Alcohol License Application by Michael Marno on behalf of Sanguine Door, located at 13 Church Street, The Bricks

Discussion on Alcohol License Application by Charles Phillips on behalf of Red's Grub Shack, located at 24 Main Street

Discussion on Resolution 2023-17 Approving Voting Delegates MEAG Power Annual Election

Discussion on MEAG Power 2<sup>nd</sup> Amendment to the Solar Purchase Power Contract

Discussion on Special Event Permit Application by Grantville Police for July 3<sup>rd</sup> Fireworks Festival

**Announcements – none**

**Citizen Comments – Wendell Bryant re: tree limbs across from 156 Arnold handing over street.**

**Councilmember Berry submitted comments for the record (attached)**

**Adjournment at 7:55 p.m. by Evans/Berry: 4-0**



**FOR THE RECORD - CITY COUNCIL MEETING - June 12, 2023**

I am happy to see concerned citizens present tonight. At the last meeting, the City Council voted to designate Juneteenth a City holiday and I requested the use of Griffin Park on Saturday, June 17 to celebrate this new City holiday. The City has not advertised this event, and I was informed by staff that I must pay \$250.00 in order for the restrooms to be unlocked. Policies & fees should be approved by the City Council.

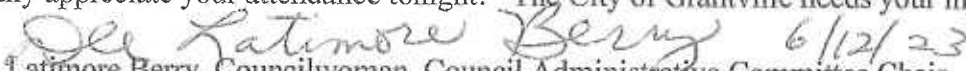
None of the Council Committees have been able to meet to recommend policy and procedures, to help facilitate efficiency or to improve the quality of service rendered to our citizens. All four departments - Administration, Police, Streets & Public Works, and Utility need oversight and review of policies to comply with Charter Sec. 2.09. I am yet to receive a response to my questions re. public records, administrative procedures, job descriptions, organizational chart, and status of the grant that provided Covid-19 Pandemic monies.

Most importantly, I would like to make a correction to a report that I made at the last meeting regarding Grantville's form of government. In my Council report I repeated information from the City website that the "City of Grantville has operated under the Council-Manager form of government since 1920." Incorrect! Data published on the City website is not accurate. The City of Grantville has a **unique strong Mayor-Council form of government**. (I was able to obtain a copy of the Coweta County Superior Court Judge's Summary Judgment in the case of Douglas Jewell v. Council members James Sells, Alan Wacaser, and Mark King who voted in 2020 to change the form of Grantville City government from a strong Mayor-Council form of government to a strong Council-City Manager form of government without approval of the General Assembly. In this document, Superior Court Judge Sakrison states that the 2020 Amendment "changed the structure and composition of the government, was significant and improper". As our Charter provides, I had requested clarification from our City Attorney. Is there overlap of day-to-day job duties of the part-time Mayor and the full-time City Manager - Purchasing Agent? The City Attorney has not responded. I feel that our Charter form of government is currently being altered. The Mayor has advised me to hire an attorney.

Last month I proposed that the City Council consider an ordinance establishing a Grantville Charter Review Commission as soon as possible. It is vital that our Charter be reviewed, clarified and/or changed and amendments be submitted to the General Assembly for approval. I also recommend a City Council retreat for needed discussions.

The following record is requested: a copy of the notification letters sent to Ms. Ruby Hines and Ms. Sandra Luttrell regarding my nomination on May 22, 2023, that their names be added to the pool of names for appointment to the Grantville Board of Ethics.

I really appreciate your attendance tonight! The City of Grantville needs your input.

  
Dee Latimore Berry, Councilwoman, Council Administrative Committee Chair 6/12/23

## Robi Higgins

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**From:** Stacie Williams <stacie@newnan.com>  
**Sent:** Monday, June 12, 2023 3:18 PM  
**To:** Robi Higgins  
**Subject:** Re: PUBLIC NOTICE HEARING LEGAL AD 24 MAIN ST REDS GRUB SHACK JUN122023

### **PUBLIC NOTICE**

**PUBLIC HEARING** City of Grantville Application for an Alcoholic Beverage License for Consumption on Premises of Beer and Wine The City of Grantville has received an application for an Alcoholic Beverage for Consumption on Premises Beer and Wine License submitted by Charles Phillips for the business, Red's Grub Shack, 24 Main Street, Grantville, Georgia 30220. The Mayor and City Council of the City of Grantville will hear such application on June 26, 2023 at 6:30 p.m. at their regularly scheduled meeting in the City Council Chambers located at Glanton Municipal Complex (City Hall), 123 Lagrange Street, Grantville, Georgia 30220.  
No.79703-6-21

\$45 with affidavit

### **PUBLIC NOTICE**

**PUBLIC HEARING** City of Grantville Application for an Alcoholic Beverage License for Consumption on Premises of Distilled Spirits, Beer and Wine The City of Grantville has received an application for an Alcoholic Beverage for Consumption on Premises Distilled Spirits, Beer & Wine License submitted by Michael A. Marno for the business, Sanguine Door Inc, dba Bricks on Church, 13 Church Street, Grantville, Georgia 30220. The Mayor and City Council of the City of Grantville will hear such application on June 26, 2023 at 6:30 p.m. at their regularly scheduled meeting in the City Council Chambers located at Glanton Municipal Complex (City Hall), 123 Lagrange Street, Grantville, Georgia 30220.

No.79704-6-21

LOCAL

OBITUARIES



**Allen Roy Bailey**  
Allen Roy Bailey, age 82, of Jackson, Mississippi passed away

Monday, June 12, 2023, at Piedmonts Newnan Hospital. He is survived by his wife, Margaret Bailey. Allen worked as a Machine Operator for Tyson Industries for over 20 years. He also served in the United States Army. A memorial service will be held at 11 a.m. on Wednesday, June 14, 2023, at 11 a.m. at the First Baptist Church of Jackson, Mississippi. Online condolences may be expressed online at [www.mckoon.com](http://www.mckoon.com). He is also survived by his three children Kim Bailey of Louisiana, California

Michael Bailey of San Bernardino, California and Erika Bailey of Marietta, GA; brothers Mark and Marvin Bailey of Jackson, Mississippi and Douglas Donahue of Flint, Michigan; sisters Ruby West Aviles of Clinton, Mississippi, Joann Lee of Clinton, Mississippi; Alice Donahue of Los Angeles, California; two grandchildren and five great-grandchildren. **McKoon Funeral Home & Crematory (770) 752-4529**



**Randall Kelley Coggin**

Randall ("Randy") Kelley Coggin, 69, passed away on June 9, 2023, after a lengthy battle with Parkinson's Disease. Randy was born Sept. 14, 1953, in Newnan to parents Larry and Dorothy. He graduated from Newnan High School in 1971 and attended Augusta University, joining the Sigma Chi fraternity. He then took time away from school to work as an insurance investigator with the Georgia Bureau of Investigation. The long hair, grungy clothes, motorcycle and undercover investigations garnered him fame. He worked for law enforcement for 10 years and was a member of the Georgia State University in 1982 and the University of Georgia School of Law in 1985. He went on to obtain a Master of Laws from the Atlanta Law School. Randy spent the next 20 years as an Assistant District Attorney in the Newnan and Griffin judicial circuits. He previously served as the Chief, Assistant District Attorney in the four-county Griffin circuit, interrupting his service for a few years only to serve as an

Administrative Law Judge. If ever someone was made for a profession, Randy was made for law. Randy was blessed with an almost encyclopedic memory for most everything in life including case law. He was tremendous in the courtroom, right far too early. In 2014, Parkinson's Disease reclaimed him from the job Randy loved.

Randy was an avid fisherman, water and boat enthusiast, and a devoted fan of the Atlanta Braves. He was a member of the First United Methodist Church. He especially enjoyed his Agape Sunday School Class. He rarely missed class. He loved his members and enjoyed his times teaching. It was in church in about 1987 that Randy met a girl from the public high school, church's associated Boy Scout troop.

Randy jumped in and began twenty-five years of dedicated service to Boy Scouts, including the church's scout troop. Randy would be remembered for his own son and countless others as it was for him. He was soon an Assistant Scoutmaster and became the Scoutmaster and Chartered Organization Representative for the troop for many years. Randy poured himself into scouting, leading the troop on grand trips like canoeing in the Okefenokee, sleeping on a battleship in Charleston Harbor, and hiking in the Talladega National Forest, running the Christmas tree lot with people and dogs and making a special effort to encourage boys through the program by seeing their Eagle Scout. Through that program Randy made a significant impact on many young men.



**Wendy Sue Gambini**  
Mrs. Wendy Sue Gambini, age 67, of Newnan, formerly of Erie, Pennsylvania, passed away peacefully at home on Thursday, June 8, 2023. She was born May 22, 1956, in Corfu, Pennsylvania, to the late Fred Weary and Betty Corman Weary. Wendy grew up in Erie, Pennsylvania,

and was a 1974 graduate of Carlele High School. After attending Messiah University for four years, Wendy graduated with a B.S. in Education. It was during the summer before her senior year of college that she married Jim Gambini. After a couple of jobs, she worked at PA-Retired Public School Employees Association, Secretary in the town of Glendon at Messiah University, Church Administrator at Elizabethton Lutheran in Christ Church Episcopal in the town of Glendon in Glend, North America, and Office Manager at Dese Family Dental Care. Following her employment at Dese Dental, she remained at home to care for her elderly mother until her mother passed away in August of 2018. In June

of 2018, Wendy, along with her husband, moved to Newnan to be near their son and his family. She had been very active in the church in which she had been a member, the last one being the Messiah Episcopal Church in Christ Church in Newnan, Georgia. There will be a memorial service on Thursday, June 15, 2023 at 11 a.m. in the chapel of Good Samaritan Hospice in Patten Unit, 60 Oak Hill Blvd., Newnan. A funeral service will be held in Marietta, Georgia with burial to follow at Good Samaritan Park, Grantsville, Pennsylvania — time, date and exact location of the service are yet to be determined. Condolences may be expressed online at [www.mckoon.com](http://www.mckoon.com). **McKoon Funeral Home & Crematory | 770-253-4529**

## Grantville discusses Griffin Street Park bathrooms

BY NAHOICE DELL  
handice@newnan.com

The Grantville Splash Pad and baseball complex have bathrooms open during the day, but Griffin Street Park bathrooms are not open, even during open hours, due to staffing issues, according to Mayor Richard Proctor.

Council member Dr. Latour Berry brought up the issue at the council's Monday night work session. Berry is leaving a June 14th event Saturday, and she said she was told she would have to pay \$250 for the bathrooms to be opened.

The effort is not sponsored by the city. Proctor said Grantville staff may have thought Berry wanted to use the building and not just the park, but Berry said she was clear on her form that she wanted to use the park and for the outdoor bathrooms to be opened.

City Manager Al Grishaber also said the staff thought the recreation building had to be used, which was the reason for the \$250 fee.

Berry wanted to make a motion to propose the council allow free access to the city bathrooms and water fountains. Proctor said since the meeting was a work session, no action could be taken until the next council meeting June 20. Berry insisted the motion needed to be made and the council needed to make a decision that night because the vote was 5-0-1.

Proctor said the council doesn't have the authority to tell employees what to do. He said the city does not charge for bathrooms being opened and the city is work-

ing on a solution for the Griffin Street Park bathrooms.

"The only reason it's not open is because of staffing," Proctor said. "They're (the bathrooms) are not gonna be open 24/7 — that's never gonna happen... never. We're trying to find a solution. It's more of a functional thing."

The mayor said the bathrooms are also booked at a certain time as part of a festival. He also said the water fountains are down because of mechanical issues that will be fixed soon.

Berry said that bathrooms not being open was not acceptable. She said the bathrooms at the Post Street Park are open, which is also the same location as the splash park.

She said the bathrooms at the baseball complex are also open without a fee. The skate park is located at the Griffin Street Park.

"This is biased and should be resolved," Berry said.

Proctor said that restrooms are open because there are employees working at the splash park. He said the baseball complex is controlled by the county.

"We are trying to resolve this," Proctor said. "We will open the bathroom for you. We're trying to figure something out. We agree, we need to have someone to open the bathrooms there, but please let us work through the issue. There's nothing the council can do tonight."

Proctor also said the bathrooms not being opened at Griffin Street Park didn't have anything to do with the event. Berry was hosting June 14th and he said the city has five

employees that currently open and close the park restrooms.

Grishaber said city parks are open between 8 a.m. and 7 p.m. from Oct. 1 until March 31 and between 8 a.m. and 10 p.m. from April 1 until Sept. 30. He said according to City Code of Ordinances Section 55.01, bathrooms are opened and closed by city employees. Grishaber said the outdoor bathrooms at the Malcolm-Clemens Recreation Building "will be open continuously 24/7, 365 days."

"With that said, the outdoor bathrooms will be open on Saturday, June 17," Grishaber said.

Berry also requested funding from the city's recreation fund account to pay someone to open and close the restrooms. The account is funded by 50 percent of the fees from and 50 percent from fund establishments in Grantville.

"So we don't have to make people pay to go to the toilet at the park," Berry said.

Proctor said the city



**Jennifer Lynn O'Neal**  
Miss Jennifer Lynn O'Neal, 67, of Luthersville, passed away peacefully on Wednesday, June 7, 2023, at Piedmont

Newnan Hospital. Miss O'Neal was born Oct. 5, 1955, in Warm Springs and was a lifelong resident of Luthersville. She was a former employee of Playtex International and Wesley Woods of Newnan, and had served a number of years as an assistant luncheon manager for the Mother's School System. She was Baptist by faith and loved to

Survivors include her parents, parents and brother O'Neal of Luthersville; aunts, Linda Addison, Shirley O'Neal, Sherry O'Neal and Merna Posey; a number of cousins; and many dear friends, including Cindy Smith, Doris Flunder, Melinda Gorder and Kandy Couch.

Funeral services were 2 p.m., Sunday, June 11, in the chapel of Claude A. McMillan and Sons Funeral Home in Hogansville. The Rev. James Calhoun and the Rev. Winston Skinner officiated and interment was in Luthersville Cemetery.

Condolences may be expressed at [www.mckoonfuneralhome.com](http://www.mckoonfuneralhome.com).

will start tracking the fees the city collects on the bathrooms and the funds are deposited.

Council member Dr. Latour Berry said Hogansville's park restrooms are opened in the morning by public workers and closed by the police department. Proctor said the city is working on something similar, but he will have to discuss it with Grantville PD Chief Steve Whitlock.

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"We shall not be afraid of our bluffs: the bluffs are here, standing in the LORD!"

PSALM 112:7

God is Good, All The Time

Arrive! Meet Stand With Us!

The W. Ryan Reynolds, Jr. 770-361-2622

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**Grantville Public Hearings**

**PUBLIC NOTICE PUBLIC HEARING**  
City of Grantville Application for an Alcoholic Beverage License for Consumption on Premises of Beer and Wine

The City of Grantville has received an application for an Alcoholic Beverage License for Consumption on Premises of Beer and Wine submitted by Charles Phillips for the business, Red's Crab Shack, 24 West Street, Grantville, Georgia 30226. The Mayor and City Council of the City of Grantville will hear such application on June 26, 2023 at 9:30 p.m. at their regularly scheduled meeting in the City Council Chambers located at Grantville Municipal Complex (City Hall), 123 Lagrange Street, Grantville, Georgia 30226.

**PUBLIC NOTICE PUBLIC HEARING**  
City of Grantville Application for an Alcoholic Beverage License for Consumption on Premises of Distilled Spirits, Beer and Wine

The City of Grantville has received an application for an Alcoholic Beverage License for Consumption on Premises of Distilled Spirits, Beer and Wine submitted by Michael A. Marco for the business, Tonguee Beer Inc. the Brick on Church, 13 Church Street, Grantville, Georgia 30226. The Mayor and City Council of the City of Grantville will hear such application on June 26, 2023 at 8:30 p.m. at their regularly scheduled meeting in the City Council Chambers located at Grantville Municipal Complex (City Hall), 123 Lagrange Street, Grantville, Georgia 30226.

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AMENDING THE ZONING ORDINANCE OF THE CITY OF GRANTVILLE TO MAKE THE FOLLOWING TEXT AMENDMENTS TO THE ORDINANCE TO AMEND ARTICLE 4 ZONING DISTRICTS BY ADDING HISTORIC MILL VILLAGE (HMV) AND TO AMEND ARTICLE 5 ZONING DISTRICT STANDARDS AND PERMITTED USES TO ADD STANDARDS AND PERMITTED USES FOR THE HISTORIC MILL VILLAGE (HMV) ZONING DISTRICT; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Grantville have determined that it is in the best interest of the City to amend the Zoning Ordinance of the City of Grantville;

The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

Section 1.

Article 4. Zoning Districts and Boundaries is amended as follows:

A. Section 4.1 is amended by adding the following district:

HMV      Historic Mill Village

B. Section 4.1 is amended by adding the following subsections:

4.1-12 *Historic Mill Village (HMV)* The purpose of this district is to recognize the distinctive nature of the City’s historic Mill Village area and to encourage residential development that is consistent with the area, including accommodating higher density single family residences of approximately eight (8) units per acre.

Article 5. Zoning District Standards and Permitted Uses is amended as follows:

A. Table 5.1 is amended by adding the following:

Table 5.1: Zoning District Area Yard and Height Requirements

| Zoning District | Minimum Lot Area | Min. Lot Width at Setback Line (feet) | Front Yard from Arterial & Collector/Local Street (feet)* | Side Yard (feet) | Rear Yard (feet) | Max. Building Height (feet) |
|-----------------|------------------|---------------------------------------|---|------------------|------------------|-----------------------------|
| HMV             | 1/8 acre         | 50                                    | 20  | 7.5              | 20               | 35                          |

B. Table 5.2 is amended by adding the following:

| Table 5.2: Appearance Standards for Single-Family Detached Dwellings |                      |
|--|----------------------|
|  | Type 4               |
| Min. Dwelling Width  | 24'                  |
| Min. Roof Pitch  | 4/12                 |
| Minimum Floor Area   | 750 sq.ft.           |
| Roof Materials   | (1)                  |
| External Siding Materials  | (2)                  |
| Permanent Foundation   | Req d (3)            |
| Utility Meter  | Mounted on Structure |
| Landing Area   | (4)                  |
| Towing Devices   | (5)                  |

C. Table 5.3 is amended by adding the following:

TABLE 5.3 - PERMITTED USE SCHEDULE

| Use Type                      | SIC  | Zoning Districts |      |     |     |    |    |    |    |    |    |     |
|-------------------------------|------|------------------|------|-----|-----|----|----|----|----|----|----|-----|
|                               |      | RD               | R 20 | NUP | R 6 | CR | PR | OI | GC | LM | GI | HMV |
| Dwelling Single-Family Type 4 | 0000 | P                | P    | S   | P   | P  |    |    |    |    |    | P   |

Section 2.

All ordinances or parts of ordinances in conflict with this ordinance are repealed.

First Reading: \_\_\_\_\_

SO ORDAINED in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
Clerk

- [Sec.] 17.6. - Planning Commission Action.

17.6-1

The Planning Commission shall hold a meeting on each application in accordance with a schedule adopted by the City Council or as needed. Any recommendations on each application shall be submitted to the Planning Commission at the public hearing. In addition, the Planning Commission shall with respect to each application consider each of the matters set forth in 17.4-3.6 a—f. As to each application, the Planning Commission shall make a recommendation for approval, approval with conditions, denial, deferral, withdrawal without prejudice or no recommendation. A written report of the Planning Commission's investigation and recommendation, along with the investigation and recommendation of the Zoning Administrator, shall be submitted to the City Council and shall be public record. The Planning Commission's action may recommend amendments to the applicant's request which would reduce the land area for which the application is made, change the district requested, or recommend conditions of rezoning which may be deemed advisable so that the purpose of this ordinance will be served, health, public safety and general welfare secured. *The failure of the Planning Commission to take any action as to a particular petition within sixty (60) days of the public hearing will be the same as approval thereof.*

ORDINANCE NUMBER 2023-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AMENDING THE ZONING ORDINANCE OF THE CITY OF GRANTVILLE TO MAKE THE FOLLOWING TEXT AMENDMENTS TO THE ORDINANCE AND AMEND ARTICLE 14 SIGNS BY AMENDING SECTION 14-12 TO ADD A PROVISION FOR THE GRANTING OF A VARIANCE FOR CERTAIN NON-BUSINESS DIRECTIONAL SIGNS AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Grantville have determined that it is in the best interest of the City to amend the Zoning Ordinance of the City of Grantville.

The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

Section 1.

Article 14. Signs is amended as follows:

Section 14-12 Variances is amended by adding the following:

(b) Standards

3. Where the maximum size of a non-business directional sign as provided for by Section 14.6-2(c) of this Article would not accomplish the agency or organization’s need to provide adequate direction to its facility.

Section 2. Repealer

All ordinances or parts of ordinances in conflict with this ordinance are repealed.

First Reading: \_\_\_\_\_

SO ORDAINED in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_

Clerk

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**ORDINANCE NO. 2023-15**

**AN ORDINANCE BY THE CITY OF GRANTVILLE, GEORGIA**

**TO AMEND CHAPTER 5, ARTICLE III, SECTION 5-172 TO PROVIDE FOR A REQUIREMENT THAT A LICENSE BE ISSUED BY THE MAYOR AND COUNCIL FOR THE SALE OF BEER AND WINE FOR CONSUMPTION ON PREMISES AND TO ESTABLISH THE PROCEDURE AND QUALIFICATIONS FOR THE APPLICANT(S) FOR SUCH LICENSE; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and City Council of the City of Grantville, Georgia are authorized to regulate the sale and distribution of alcoholic beverages within the city limits pursuant to O.C.G.A. § 3-3-2 and the City Charter.; and

WHEREAS, the Mayor and City Council of the City of Grantville, Georgia are authorized to issue licenses and adopt all reasonable rules and regulations governing the qualifications and criteria for the issuance of any licenses for the sale of malt beverages and wine for consumption on premises and further have the power to promulgate reasonable rules and regulations governing the conduct of any licensee to sell malt beverages and wine for consumption on premises, including, but not limited to the regulation of hours of business, types of employees, and other matters which may fall within the police powers of the City of Grantville; and

NOW, THEREFORE, it is hereby ordained by the Mayor and City Council of the City of Grantville, Georgia as follows:

**Section 1**

Section 5-172 is deleted in its entirety and replaced as follows:

**Sec. 5-172. License required for sale; procedure and qualifications for applicant.**

- (a) No person shall engage in the business of retailing beer and wine for consumption on the premises in the City of Grantville without first obtaining a license granted by the mayor and council, as provided herein. The state laws and regulations relating to the sale and distribution of alcoholic beverages in this state are incorporated into and made a part of this article as if fully set out herein. Any violation of such state law or regulations shall be grounds for suspension or revocation of any license issued under this article.
- (b) Each licensee shall keep a copy of this article in the licensed premises and shall instruct any person employed by the licensee with respect to the terms of this article, and it is the responsibility of the licensee that his agents and employees be familiar with all of the terms of this article. The licensee is responsible for any acts of his agents or employees in violation of this article.
- (c) Each person holding a license issued pursuant to this article shall display the license prominently at all times on the premises for which the license is issued.
- (d) A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its business the sale of beer and wine for consumption on the premises shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its business an activity other than the sale of beer



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and wine for consumption on the premises shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

- (e) In the case of a partnership, each partner shall join as an applicant for the license and each partner must meet the qualifications of an individual licensee, as provided herein.
- (f) In the case of a corporation having as its business the sale of beer and wine for consumption on the premises, the majority stockholder and each principal officer of the corporation shall join as applicants for the license; and each such person must meet the qualifications of an individual licensee.
- (g) In the case of a corporation having as its principal business an activity other than the sale of beer and wine for consumption on the premises, the officer or employee who is to be the named licensee shall be the applicant and must meet the qualifications of an individual licensee, as provided herein; provided, however, that the city clerk, with the approval of the city council, may require the fingerprinting and investigation of officers and shareholders of the corporation if they deem it necessary in making their investigation.
- (h) In the case of a partnership, each partner shall be responsible for the actions of the named licensee and the conduct of the licensed business. In the case of a corporation, the corporation shall be responsible for the actions of the named licensee and the conduct of the licensed business.
- (i) A licensee must be at least 21 years of age, of good moral character and a citizen of the United States.
- (j) A licensee shall not have been convicted within the past five years of any felony or, misdemeanor, or violation of city alcohol ordinances within the past two years, or at any time of any criminal offense relating to alcoholic beverages, drugs, taxes or gambling. This subsection shall apply with respect to the laws of this state, other states, the United States, and other countries. A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this subsection. The city council may at its discretion waive the conviction of a misdemeanor for a non-alcoholic offense for purposes of this subsection if the city council determines that the misdemeanor does not have a bearing on the applicant's fitness for a license.
- (k) A licensee shall not have been denied or had revoked, within the five years next preceding his application, any license to sell alcoholic beverages issued by any governmental entity.
- (l) No license for the sale of alcoholic beverages by the drink for consumption on the premises shall be issued to any applicant who does not meet the requirements of a restaurant or private club as defined in sections 5-462 and 5-463.

## Section 2. Repealer

All ordinances or parts of ordinances in conflict with this ordinance are repealed.

First Reading: \_\_\_\_\_

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SO ORDAINED in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 2023.

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MAYOR

Attest: \_\_\_\_\_

Clerk

# THE CITY OF GRANTVILLE, GEORGIA

ORDINANCE NO. 2023-16

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## AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF GRANTVILLE TO REPEAL ORDINANCE NUMBER 2014-04 ADOPTED February 24, 2014, ADOPTING THE CITY OF GRANTVILLE CHAPTER 2, ARTICLE IX PROCUREMENT

WHEREAS, the City of Grantville Procurement Ordinance presently utilized is outdated, does not reflect current economic realities, and does not account for the present inflationary climate experienced by the City of Grantville.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Grantville and it is hereby ordained as follows:

### Section 1.

Ordinance Number 2014-04 adopted February 24, 2014, adopting the City of Grantville Procurement Ordinance is repealed in its entirety.

### Section 2. Repealer

All ordinances or parts of ordinances or resolutions or parts of resolutions in conflict with this ordinance are repealed.

First Reading: June 26, 2023

SO ORDAINED in lawfully assembled open session this 24<sup>th</sup> day of July 2023.

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Richard Proctor, Mayor

ATTEST:

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Roberta Higgins, City Clerk

# THE CITY OF GRANTVILLE, GEORGIA

ORDINANCE NO. 2023-17

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**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GRANTVILLE AMENDING ARTICLE IV. FISCAL ADMINISTRATION SECTION 4.05 PURCHASING OF THE CHARTER OF THE CITY OF GRANTVILLE BY DELETING THE WORD “ORDINANCE” AND REPLACING IT BY “THE PURCHASING POLICIES AND PROCEDURES MANUAL” AND FOR OTHER PURPOSES.**

**WHEREAS**, the Mayor and Council of the City of Grantville have determined that it is in the best interest of the City of Grantville to provide and establish Purchasing Polices and Procedures that reflect the current economic reality; and,

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Grantville and it is hereby ordained as follows:

**Section 1.**

Article IV Fiscal Administration Section 4.05 Purchasing of the Charter of the City of Grantville is amended by deleting the word “ordinance” and replacing it by “The Purchasing Policies and Procedures Manual”.

**Section 2. Repealer**

All ordinances or parts of ordinances or resolutions or parts of resolutions in conflict with this ordinance are repealed.

First Reading: June 26, 2023

**SO ORDAINED** in lawfully assembled open session this 24<sup>th</sup> day of July 2023.

---

Richard Proctor, Mayor

ATTEST:

---

Roberta Higgins, City Clerk

**THE CITY OF GRANTVILLE, GEORGIA**

RESOLUTION NO. 2023-14  
BEFORE THE CITY COUNCIL

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**A RESOLUTION APPROVING AND ADOPTING THE CITY OF GRANTVILLE,  
GEORGIA PURCHASING POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, the Procurement Ordinance and Policies presently utilized are outdated, do not reflect the current economic realities and are not reflective of the inflationary costs incurred by the City for services, supplies and materials utilized in daily operations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grantville, that the City of Grantville, Georgia, Purchasing Policies and Procedures Manual attached hereto as Exhibit A and incorporated herein as if set forth verbatim is approved and adopted for the City of Grantville.

This Resolution is passed this 26<sup>th</sup> day of June, 2023.

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Richard Proctor, Mayor

ATTEST:

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Roberta Higgins, City Clerk



**CITY OF GRANTVILLE, GA**

**PURCHASING POLICIES AND  
PROCEDURES MANUAL**

**Resolution No. 2023-14  
Adopted June 26, 2023**

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## CHAPTER 1

**1.1 Purpose:** A purchasing system with procurement procedures has been in existence in the City of Grantville for several years. This system seeks to maximize the value of public funds. The overall goal of a purchasing system is effective procurement of goods and services that contribute to the services provided to the citizens of Grantville. To help meet this goal, this Purchasing Policies and Procedures Manual has been produced for use by City employees. This manual is to provide a guide that can be used by all City employees to help them through the decision process as it relates to the procurement of supplies and services for use by the City of Grantville.

**1.2 Authority:** The authority and responsibility for purchasing in the City of Grantville resides with the City Manager and/or the Mayor.

**1.3 Purchasing Agent's Duties:** The Purchasing Agent is responsible for administering purchasing policies, compiling reports necessary to permit analysis of purchasing performance, negotiating term contracts in concert with City Departments, consolidating purchases of like or common items, analyzing prices paid for materials and equipment and generally defining how to obtain savings and to coordinate purchasing procedures. The Purchasing Agent shall select sources of supply in concert with the appropriate department. This shall be accomplished with a view toward creating good vendor relations and promoting the best interest of the City. As a general policy, purchases shall be awarded on a basis of availability, best price, delivery, and quality, taking into consideration the reputation, performance, and capability of the supplier.

City Departments, along with the cooperation of the Purchasing Agent, shall conduct and conclude all negotiations effecting vendor selection, process, terms, delivery, etc. Commitments and orders to be valid shall be stated by contract, letter or purchase order signed by the appropriate authorized personnel and when applicable, approved by the City Council.

The purchasing system cannot function properly without the cooperation and assistance of all City Departments. It is the goal of the Purchasing process to promote an intelligent and harmonious relationship with all City departments regarding Purchasing. The Purchasing Agent has the duty and authority to request reconsideration of specifications or quantity of material if in his/her opinion the interest of the City may be better served, however, the final determination of quality and quantity will remain the prerogative of the requisitioning department.

**1.4 Objectives:** This manual is a tool that will assist you and the purchasing agent in meeting specific objectives. The objectives of the Purchasing Procedure are:

1. To obtain the highest quality of goods and services for the lowest cost.
2. To ensure competitive bidding and fair play in the purchase of goods and services.

3. To work in cooperation with management to reach cost effective decisions to help managers meet their individual departmental objectives.
4. To acquire, maintain and have available on a daily basis those supplies and materials that are routinely required for the operation of a city's services.
5. To obtain goods and services in a timely manner to prevent whenever possible unnecessary delays and always recognizing the value of an employee's time.
6. To ensure compliance with the City of Grantville purchasing procedures as well as applicable State and Federal laws.
7. To establish vendor relations that are based on fairness, clear communications, and goodwill, all of which support a professional relationship that facilitates competitive purchasing in bidding.
8. To guarantee compatibility and quality control in purchasing procedures.
9. To select products not based solely on price but on quality using professional judgement of real value.
10. To formalize the purchase procedures in a systematic method which maximizes cooperation and collaborated efforts.

**\*\*\* Remember, the Purchasing Policies and Procedures Manual is to serve as a guide of Best Practices. \*\*\***

## CHAPTER 2

**2.1 The Purchasing Policies and Procedures Manual Explained:** This manual has been produced for daily use by the employees of the City of Grantville. The manual provides a general introduction to purchasing as it is operated in the City of Grantville. Statements of the various policies and rules that govern the purchasing system in the City of Grantville are also provided. Specific policies regarding financial limits for different type of purchases as well as the procedures that should be followed for effective and efficient purchasing are contained in this Purchasing Policies and Procedures Manual. Throughout the manual, examples are given of the various forms to be used and how the forms should be properly completed.

This Purchasing Policies and Procedures Manual is provided to you in a loose-leaf ring binder to allow easy revisions to your manual as purchasing methods change or are updated. Likewise, a loose-leaf ring binder will allow you to copy pages easily. We hope you will copy pages that you refer to frequently and post them. You are also encouraged to copy certain pages that are useful to other department members and conduct an explanation session when necessary. Please note that the pages are numbered for easier reference. If you would like clarification on a given point, please refer to the specific line or lines in discussing the issue with the staff of the Purchasing Agent. This manual is intended for daily use in purchasing goods. The best way to use the manual is to read it thoroughly one time and then the policy sections should be reviewed at least twice a year. Procedural sections should be referred to on an as-needed basis to accomplish and/or check the proper procedures for obtaining goods and services. If you are familiar with the manual and have checked the procedural section completely and still have suggestions, feel free to call the Purchasing Agent.

As new employees join your department it is important that they have an opportunity to read the entire Purchasing Policies and Procedures Manual. This should be done by employees, even if they do not complete the paperwork necessary for requesting goods or services. Any employee who routinely needs good and services to do their work must be familiar with the City's purchasing policies and procedures.

**\*\*\* Remember, the Purchasing Policies and Procedures Manual is a tool used to achieve efficiency and effectiveness in obtaining goods and services. Keep it handy, refer to it often and follow it closely. \*\*\***

## CHAPTER 3

- 3.1 General Policies and Principles of Conduct:** It is the policy of the City of Grantville to maintain and practice the highest possible ethical standards in the purchase of goods and services. This includes fair and equal treatment to all vendors. It is important to maintain confidentiality of bids and price quotes before bids are opened. Prices and other specific information received from vendors will be considered confidential. During negotiations, quotations received from one supplier will not be divulged to another. City employees should make every effort to remain free of any obligations to vendors or potential vendors to the City except when such an obligation is considered a part of the contract negotiations. In instances where a vendor has received a rejection for a bid or quotation, the reasons will be communicated upon request. Dealings with vendors should be guided by professional courtesy, honesty, and common sense.

After all quotes or sealed bids have been obtained and/or opened for a specific purchase, the information regarding that purchase, including the bid tabulation, becomes public information and can be reviewed by anyone requesting to do so.

- 3.2 Vendor Relations:** The Purchasing Process will promote a program of fairness with all vendors. Salespeople will be received by the purchasing agent if a current or future need of the organization dictates. Vendors will be welcomed if needed and time permits. When requested, the Purchasing Agent will direct vendor representatives to the proper personnel in the various departments.

No City employee is required to place his time at the disposal or discretion of salespeople. However, if an interview is denied, the vendor should be acknowledged promptly, and a suggestion offered to have the vendor email the purchasing agent or city clerk with more information for future reference.

- 3.3 Gifts and Gratuities:** To reduce the potential for conflicts of interest, abuse of position or even the appearance of impropriety, the City limits the gifts employees may accept which arise or may be perceived as arising by virtue of his capacity with the City.

### **PROCEDURE:**

1. An employee shall report to his department head all gifts received from an individual, business or organization with whom the City of Grantville does business or is considering doing business.
2. Under no circumstances shall an employee accept gifts, gratuities, loans, or services that have an estimated value exceeding one hundred dollars (\$100.00) and which were given to him in the course of his employment.
3. Under no circumstances shall an employee accept anything of value for discharging his official duties or job responsibilities or the expectation thereof except where given or authorized by the City.

## CHAPTER 4

- 4.1 Financial Policies and Limits:** Rules pertaining to the amount of a purchase determine how that purchase will be handled. The following breakdown represents the policy set forth by the City for handling purchases.

| <u>Financial Threshold</u> | <u>Amount</u>         | <u>Requirements</u>   |
|----------------------------|-----------------------|---|
| Level 1                    | \$0- \$5,000          | At least 1 quote/DH approval  |
| Level 2                    | \$5,000 to \$25,000   | 3 written quotes/DH & CM approval   |
| Level 3                    | \$25,000 to \$100,000 | Formal Sealed Bids CM (Budgeted Items)  |
| Level 4                    | >\$100,000            | Formal Sealed Bids OCGA Title 36, Chapter 91 Advert 4wks- Awarded by City Council; E-Verify Affidavit; P&P Bonds Required |

\*All Non-Budgeted purchases above \$30,000 shall require City Council approval.

- 4.2 Bidding Rules:** Solicitation of bids by the Purchasing Agent or using department is subject to a variety of guidelines as specified. A summary of these guidelines are as follows:

- 1) Sealed bids will be opened publicly by the Purchasing Agent or their designee.
- 2) Every opportunity will be made to leave competitive bidding open to as large a number of bidders as is practical.
- 3) Once a bid is open, it is considered final.
- 4) The City Manager and/or the Mayor may have cause to waive the competitive bidding process.
- 5) A 5% bid bond may be required. A 100% Performance and Payment Bond is required for Public Works Contracts over \$100,000.
- 6) The City of Grantville specifically reserves the right to accept or reject any or all bids and to waive any technicalities and informalities in the bidding process.
- 7) Emergency purchases are not subject to these guidelines (refer to Chapter 5, Section 9, Page 12).
- 8) Unique services to an individual contractor/learned professional which are incapable of competitive bidding.

- 4.3 Local Vendor Preference:** A vendor located within 30220 zip code who submits a bid within 5% of the lowest bidder, not to exceed a maximum of \$250, may be given preference over the lowest bid and receive the bid award, if the City Manager and/or the Mayor determines such is in the best interest of the City of Grantville.

Additionally, within the confines of this policy, the City Manager and/or the Mayor shall have the authority to negotiate terms and conditions with a local vendor if, in his discretion, such negotiation would result in a benefit to the City of Grantville.

## CHAPTER 5

**5.1 Purchase Orders:** The purchase order is the vendor's authorization to ship and invoice materials or items as specified. A purchase order is a legal binding contract when acknowledge by the vendor. The purchase order is designed to expedite and control buying for the City of Grantville. The City of Grantville uses a standard purchase order form which is show in Exhibit A.

**5.2 Regular Purchase Order Procedure:** Purchase orders may be issued by any authorized City employee that has been assigned a login and password in SmartFusion. Purchase order numbers are assigned by the software in starting sequence set by the Purchasing Agent. When a need is determined for the purchase of equipment, material or supplies, the following steps are to be taken. All orders must have proper authorization.

- A) Writing the order (refer to Exhibit A)
1. Create a requisition for user department in the system.
  2. Fill in vendor name.
  3. Fill in ship to address.
  4. Fill in account number(s) and the dollar amount(s) including total amount.
  5. Fill in FOB point (if FOB vendor is plant, include shipping cost)
  6. List part number (s) and description of materials ordered.
  7. Fill in terms of the PO (i.e., net 30 days)
  8. Fill in Department.
  9. Fill in Project Code
  10. Fill in quantity ordered.
  11. Fill in order price per item.
  12. Fill in the freight or shipping cost.
  13. Fill in date of Order.
  14. Fill in ship date required.
  15. If order is less than \$5,000 then the Department Head or departmental equivalent may authorize the purchase order.
  16. If order is over \$5000.00, Department Head signs and sends to City Manager and/or the mayor for authorization.
- B) Purchase Order Distribution
1. Email, fax, or hand deliver a copy to vendor.
  2. Forward one copy to accounts payable within 24 hours after purchase order approved.
  3. Keep one copy for your records.
  4. Hold one copy for receiving goods.
- C) Receiving Merchandise
- When the vendor ships the merchandise ordered to your office or warehouse, the following steps are to be taken:

1. Check each item shipped against the items listed on the packing list slip and against a copy of the purchase order.
2. If all items are shipped as ordered, sign the freight ticket or packing slip(s). Forward the purchase order receiving copy, packing slip and invoice, if available, to Accounts Payable within 24 hours.
3. If you receive only part of an order, make a copy of the purchase order, and circle the items received. Write the quantity in the Quantity Received Column. Check the partial order block on the purchase order, sign and get the Department Head's signature, and forward to Purchasing. Retain the receiving copy until all the order is complete.
4. If the item is purchased under a blanket purchase order, a goods received stamp is marked on the packing slip, account number assigned, and approval signature affixed. All goods received paperwork is completed and forwarded to accounts payable clerk. The goods received report (see Exhibit B) should have the following information listed:
  - a. Blanket purchase order number
  - b. Date
  - c. Department/Agent name
  - d. Received from (provide vendor's name and address)
  - e. Quantity, unit, description, and cost
  - f. Received by (name of person receiving goods and date goods were received)
  - g. Note if it is a partial or complete delivery.
  - h. Use (for what purpose the goods were purchased for or how the goods were used)
  - i. Account number
  - j. Approved by Department Head/City Manager and/or the Mayor.
  - k. Attach copy of packing slip
  - l. Invoice # (if known)

- D) Routing of Goods Received Report:
1. Give to Department Head for signature.
  2. Department Head checks to verify correctness of order.
  3. Department Head signs and forwards paperwork to Purchasing

5.3 **Purchase Order Changes – General:** Because of the change in purchase needs of a department or because of other considerations, purchase orders are subject to change or cancellations after the original copy has been sent to the vendor. There are limits to the types of changes allowable. Allowable and non-allowable uses of the purchase order change are as follows:

Allowable changes include:

1. Complete cancellation of an order, cancellation of certain items on the purchase order usually due to unavailability or because of unacceptable back orders.
2. Change of delivery point or delivery date.
3. Correcting errors in the original purchase order before it is issued.
4. Changing size or color when price is not affected and/or changing vendor address.

Non-allowable changes include:

1. Adding items to an existing purchase order without advance approval from Purchasing Agent or Department Head.
2. Changing the vendor or vendor name without specific advance approval.
3. Changing unit prices.

5.4 **Processing Purchase Order Changes:** If an allowable change to the original purchase order is to be made, make a copy of the original and note the change to be made to the purchase order. Include a statement giving a reason the change is being made and turn in the corrected purchase order to Purchasing.

5.5 **Cancellation of Purchase Orders:** It occasionally becomes necessary to cancel a purchase order for reasons varying from unsatisfactory vendor response to errors in the original order. When a cancellation is necessary, the following procedures should be used:

1. Notify Purchasing when a Purchase Order is cancelled. The cancellation of a purchase order must be for valid reasons.
2. Notify the Vendor of cancellation or request that Purchasing issue a cancellation notice. You then have the right to refuse the shipment the vendor sends after the notice date. If you issue cancellation notice by telephone, be sure the copy of the purchase order contains the date and the name of the person you spoke with. Always give the notice to a responsible person in the firm and not to a receptionist or clerk.
3. When the cancellation is approved, write the work "cancelled" on the Purchase Order, decrease the amount to \$0 and send to Purchasing.

5.6 **Sole Source Purchases:** The purchasing policies allow for the exemption of sole source purchases from competitive bidding when it is clearly determined to be impractical to purchase through the competitive bidding process. Single source purchase requisitions should be accompanied by a written memo explaining the conditions which make the supplier an only source. The Purchasing Agent will attach a copy of the memo to the accounting copy of the purchase order.

5.7 **State Contract Purchases:** The purchasing policies shall not apply when procurement of equipment, material, and supplies is available through federal or state bulk purchasing programs, intergovernmental contacts, and similar cooperative buying services in which the city participates (including, but not limited to: the department of administrative services, Georgia Correctional Industries, Electric Cities of Georgia, and GMA programs.



5.8 **Blanket Purchase Orders:** A blanket purchase order is issued for a period of time, usually 6-12 months, to a particular vendor for items and supplies that are needed on a daily basis and are purchased “as needed”. However, if the item(s) costs more than \$2,500 and has not been competitively bid previously, a purchase order must be issued for that item using the standard process. Some items which have become highly standardized in the course of City operations and do not fluctuate appreciably in price or quality can be purchased with blanket purchase orders. In such cases, the prices are solicited by the Purchasing Agent for an unspecified quantity to be delivered in a specified period of time, usually in six months to one year. Contractual purchases of materials, supplies or services which are constantly needed for City operations will be awarded for a 12-month period or less. These awards will be granted to the lowest responsible bidder after a formal bidding process. Examples of this yearly contract include chemicals for water or wastewater treatment, sludge handling, pest control services and uniforms.

5.9 **Emergency Purchase Procedures:** An emergency is defined as a situation that exists where special contract work is required or inventory of materials, supplies, parts, etc. are depleted and would hamper City operations and the situation poses a threat to public health, welfare, or safety. Any emergency purchase should be done with as much competition as practicable under the circumstances. A written statement about the emergency, and the selection of a particular vendor shall be included in the paperwork supporting such purchase.

The intent of these procedures is not to bypass competitive purchasing, but to obtain the necessary supply of services or materials which the situation does not permit the delay involved in utilizing more formal methods. If the occasion arises during the normal hours of operation of the Purchasing Office, the Purchasing Agent is to be contacted. The Purchasing Agent will assign a purchase order number at that time. A confirming requisition must be sent to the Purchasing Agent no later than the following working day. If an emergency arises after normal working hours, the Department Head will make the purchase and contact the Purchasing Agent the following working morning to justify the purchase.

5.10 **Purchase Requisition Forms:** Purchase requisition is used when a department has either a good or service, which they need help in purchasing. The form is used to request bids on items handled by the purchasing agent or to initiate the bid process, printing needs, or for any other items the purchasing agent should assist in buying.

## CHAPTER 6

- 6.1 Office Supplies:** Each department is responsible for ordering their own office supplies that are \$5000.00 or less with the approval of the Department Heads in each department. Supplies can be ordered online or in person with the approval of the Department Head. Once purchase has been approved, reference the procedure in Chapter 5.

## CHAPTER 7

7.1 **Request for Quotations and Informal Bids – (Financial Threshold Level 1 Chapter 4.1 RFQ):** Purchases of \$5000 to \$25,000 require competitive quotes. This is accomplished by either telephone or written quotations (preferred) and solicited from at least three vendors for orders estimated to cost under \$25,000. All purchases over \$25,000 require formal bid procedures unless waived by the City Manager and/or the Mayor.

7.2 **Request Quotation Option:** To speed up the process, the telephone quotation procedure is available to all departments at their option. Use of this procedure can significantly decrease processing time when goods or services of up to \$25,000 are required.

A telephone quote form is used when soliciting telephone bids (Exhibit C). The form must be completely and accurately filled out. After completing the form, review prices, determine the low bidder meeting specifications and prepare the purchase order. If the recommendation of the using department is not the lowest bidder, then written justification for rejection of the lower bid(s) is required from the originating department. Attach the telephone quotation form to the purchase order and return to accounts payables for review and processing.

7.2 **Written Quotation (Financial Threshold Level 2 Chapter 4.1):** Written quotation are required for purchases estimated to be between \$5,000 and \$25,000 in value. The using department develops a complete specification for the item to be purchased. These specifications are attached to a quotation request form which is sent to three or more vendors believed to carry the items desired. A “return date” is specified on the quotation request form. Written quotation may be submitted by email, fax or in person to the requesting department. On the return date, the quotation is tabulated. If no variations from the specifications are indicated a purchase order can be prepared and forwarded to the Department Head and City Manager and/or Mayor for approval. If there are variations from the specifications, the originating department must determine if the lowest quotation will be accepted. If the recommendation of the using department is not the lowest quotation, then written justification for rejection of the lowest quotation (s) is required from the originating department.

7.4 **Legal Responsibility:** When obtaining telephone or written quotations you are subject to the same constraints as the Purchasing Agent. You cannot reveal one vendor’s price to another until the award has been made nor can you ask a vendor to revise his price once it is given. However, should a vendor call back before you have completed the telephone quotation process and asks if he can revise his price, this is acceptable. No price revision will be allowed once the tabulation process is completed.

7.5 **General Information:** Most purchases for immediate need do not fall within the City’s definition of “emergency purchase.” Therefore, the purchase without any form of competitive bidding for urgent needed materials is not an automatic process. The telephone quotation systems allow you to obtain rapid pricing on an urgent need on a

competitive basis. If after establishing the price, you determine the order cannot wait until the Purchases Order is processed and if the delay may hamper an operational program, follow the procedures as outlines in the Emergency Purchase Procedures.

If the price obtained at any stage in the telephone process is less than \$5,000 (and the price as acceptable and considered competitive) you need not solicit additional prices. Complete a Purchase Order with complete information received to date at that stage. If the price of the lowest bid is between \$5,000 and \$25,000, written quotes must be received from as many vendors as possible, preferably three (3).

Purchases up to \$5,000 are authorized under the telephone or written quotation method with Department Head approval. Purchases over \$5,000 up to \$25,000 require written quotes with advance authorization by the Department Head and City Manager and/or the Mayor.

## CHAPTER 8

### 8.1 **Formal Bid Procedure – (Financial Threshold Level 3 and 4; Chapter 4.1 ITB):**

The term “formal bid” is used to identify solicitations which represent major purchases of the City and which under the City’s purchasing procedures require special of “formal” handling. The difference between formal and informal bids is in the manner in which the bids are solicited and publicly opened. The underlying philosophy of the bid process is to obtain maximum competition from a broad group of potential bidders and to assure fair and open competition. Such competition reduces the opportunity for favoritism and encourages public confidence that contracts are awarded equitably and economically.

Items or contracts which are expected to cost above \$25,000 are subject to formal bid procedures. Bids which may be included in this classification include City wide service contracts, vehicles, large equipment, construction, and remodeling work, specialized or high technology equipment or services or any other commodity or service which in the opinion of the Purchasing Agent requires a wider level of competition not usually available under the informal bid process.

Because of the scope covered in formal bid processing, the specifications, general terms, and conditions and required award documentation (written contracts, insurance certificates, performance and payment bonds if required) are considerably more detailed and complex.

### 8.2 **Procedures:** The bidding process begins with the preparation of an invitation for bid. The invitation includes a description of the goods to be obtained with applicable specifications and all contractual terms and conditions applicable to the purchase. Invitations for bids are usually sent to three or more vendors that are determined to be potential suppliers for the item being bid. Solicitation to local vendors which might be interested in submitting a bid is preferred.

In addition to sending out invitations, public notice may be given for a reasonable period of time prior to the date set forth for the opening of bids. Such notice should include publication on the city website and/or in the newspaper. If conditions exist where time is of the essence, then bids may be received by email or fax.

At the time and place specified in the invitation for bid, the bids received are to be opened publicly. The amount of each bid together with the name of the bidder, should be read aloud and recorded on a bid tabulation form (Exhibit D). The record of all bids received plus the bids themselves are open for public inspection after the bids are evaluated and a bid award has been announced.

Once the bids are opened and recorded, the bids are evaluated. Evaluation is based on the bid’s ability to meet the requirements set forth in the invitation for bid. The Purchasing Agent must prepare bid folder that contains the original invitation for bid, each bid received, the bid tabulation record and recommendation for contract award. If the lowest

bid is not considered to be the most responsive, the reasons for its rejection must be stated. If the low bid can meet all specifications in each area and is determined to be a quality product by the city personnel with the City of Grantville responsible for the purchase, then the Purchasing Agent will recommend acceptance of the lowest responsive, responsible bidder. A purchase order is prepared and signed approved by the department head and the City Manager and/or the Mayor.

A responsible bidder is defined as an entity that has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance. A responsive bidder is described as an entity who has submitted a bid which confirms in all material respects to the invitation for bids.

**8.3 Correction or Withdrawal of Bids:** Correction or withdrawal of bids before or after award requires careful consideration to maintain the integrity of the competitive bidding system to ensure fairness and avoid delays for poor contract performance. While bidders should expect to be bound by their bids, circumstances occasionally arise where correction or withdrawal of bids is proper and is in the best interest of the city. A suspected bid mistake can give rise to a duty on the part of the city to request confirmation of a bid; failure to do so can result in a non-binding award. Therefore, if the city suspects a bid mistake, the bidder should be asked to reconfirm the bid before award. In such instance, a bidder should be permitted to correct the bid or withdraw it when the bidder acknowledges that a mistake was made.

To maintain the integrity of the competitive sealed bidding process, a bidder should not be permitted to correct a mistake after bid opening that would cause such a bidder to have the low bid unless the mistake is clear and evident from examining the bid document, for example, an extension of unit prices or errors in addition. In lieu of a bid correction, the city should permit a low bidder alleging a material mistake that would raise the bid amount above the next lowest bidder, to withdraw its bid when there is reasonable proof a mistake was made. A low bidder is not allowed to correct a bid or withdraw a bid for error in judgement.

Likewise, after bid opening, the low bidder should not be permitted to delete exceptions to the bid conditions or specifications which effect price or substantive obligations. However, such bidder should be permitted the opportunity to furnish other information called for by the invitation for bids and not supplied due to oversight so long as it does not affect the responsiveness. Corrections of bid mistakes after award of the contract is subject to the same proof as corrections before the award with the further requirement that no correction be permitted that would cause a contract price to exceed the next low bid.

As corrections or withdrawals are made, detailed records should be kept documenting the changes and the procedures followed. This record should be made part of the bid file for easy reference.

## CHAPTER 9

9.1 **Purchase Order Exemption:** Certain purchases are not readily adaptable to the purchase order process. These purchases cover areas where the competitive bidding process is not applicable or where a check is required to be issued prior to the receipt of a material or service purchased. Because of the wide range of possible interpretation this exemption is limited to those areas specifically identified in this manual. Departments who desire exemptions other than those listed shall provide a memorandum of justification to the City Manager and/or the Mayor. If the exemption is granted, the using department will be notified and the exemption added to the basic list. A Request for Payment does not require the advance issuance of a purchase order because it is processed on a Goods Received Payment Voucher.

The following do not require issuance of a purchase order under this policy:

- subscriptions to trade publications
- government or trade circular or books
- insurance claims
- reimbursement of expenses
- medical payments (physicians, labs, etc.)
- newspaper advertisements and notices
- dues to approved organizations
- payments to other governmental units
- utility payments
- utility refunds

EXHIBIT A

PURCHASE ORDER

VOID N<sup>o</sup> 10377

CITY OF GRANTVILLE  
CITY HALL  
GRANTVILLE, GEORGIA 30220

NOTE: THIS ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES AND SHIPPING  
PAPERS.

TO [ *Loys Office  
Supply* ]

SHIP TO [ City of Grantville  
PO Box 160, 123 Lagrange Street  
Grantville Ga 30220  
EIN # 58-6000585  
State #4579642-BI ]

SHIP TO ABOVE UNLESS OTHERWISE NOTED HERE

| DATE            | DATE REQUIRED | TERMS | SHIP VIA | F.O.B. | REQUISITION NO. |
|-----------------|---------------|-------|----------|--------|-----------------|
| <i>10/11/21</i> |               |       |          |        |                 |

| QUANTITY |          | DESCRIPTION / STOCK NUMBER   | PRICE | AMOUNT |
|----------|----------|--|-------|--------|
| ORDERED  | RECEIVED |  |       |        |
|          | <i>3</i> | <i>Cases cut<br/>copy paper<br/>for front window<br/>receipt<br/>8.5 X 5.5</i> |       |        |

Authorized By \_\_\_\_\_

Purchasing Dept. \_\_\_\_\_  
By *[Signature]*



# EXHIBIT B

City of Grantville

Date \_\_\_\_\_

Authorized \_\_\_\_\_ CM

Authorized \_\_\_\_\_ AP

Account \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# CITY OF GRANTVILLE BID TABULATION SHEET

DATE \_\_\_\_\_ BUDGET ESTIMATE \_\_\_\_\_  
 ITEM \_\_\_\_\_ REQUIRED DELIVERY DATE \_\_\_\_\_

| VENDOR                        | YES or NO | YES or NO | YES or NO | YES or NO | YES or NO | YES or NO |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| COMPLIANCE WITH SPEC.         |           |           |           |           |           |           |
| BASE PRICE                    |           |           |           |           |           |           |
| EXTRAS OR DEDUCTIONS          |           |           |           |           |           |           |
| ADJUSTED COST                 |           |           |           |           |           |           |
| FREIGHT                       |           |           |           |           |           |           |
| SALES TAX                     |           |           |           |           |           |           |
| DISCOUNT                      |           |           |           |           |           |           |
| TOTAL PURCHASE PRICE          |           |           |           |           |           |           |
| EST. INSTALLATION COST        |           |           |           |           |           |           |
| TOTAL                         |           |           |           |           |           |           |
| LOCAL VENDOR PREFERENCE       |           |           |           |           |           |           |
| INCREMENTAL COST OVER LOW BID |           |           |           |           |           |           |
| DELIVERY                      |           |           |           |           |           |           |
| TERMS OF PAYMENT              |           |           |           |           |           |           |
| PRESENT AT BID OPENING        |           |           |           |           |           |           |

EXHIBIT D

PURCHASING AGENT

DEPARTMENT HEAD

CITY MANAGER

BASIS OF SELECTION

REASON ORDER PLACED WITH SUCCESSFUL VENDOR

|              |                          |         |                          |               |                          |              |                          |             |                          |             |                          |
|--------------|--------------------------|---------|--------------------------|---------------|--------------------------|--------------|--------------------------|-------------|--------------------------|-------------|--------------------------|
| LOWEST PRICE | <input type="checkbox"/> | QUALITY | <input type="checkbox"/> | BEST DELIVERY | <input type="checkbox"/> | ONLY SERVICE | <input type="checkbox"/> | BEST SOURCE | <input type="checkbox"/> | BEST DESIGN | <input type="checkbox"/> |
|--------------|--------------------------|---------|--------------------------|---------------|--------------------------|--------------|--------------------------|-------------|--------------------------|-------------|--------------------------|

|  |                        |
|--|------------------------|
| <b>Coweta County Contract Budget Numbers</b>                                       |                        |
| <b>Grantville Wastewater Operations &amp; Maintenance for Treatment Facilities</b> |                        |
| <b>Task List</b>   | <b>Total Per Month</b> |
| Facility Operations  | \$1,900.00             |
| Lab Services   | \$1,800.00             |
| Maintenance Checks   | \$1,700.00             |
| Vehicle Use Costs  | \$750.00               |
| Chemicals & Consumables  | \$300.00               |
| Monthly Admin & Reporting  | \$400.00               |
| <b>Total Monthly Costs</b>   | <b>\$6,850.00</b>      |
| <b>Current and Required Expenditures</b>   |                        |
| One Additional Headcount   | \$5,200.00             |
| EMS Services   | \$8,575.25             |
| <b>Total Monthly Cost</b>  | <b>\$13,775.25</b>     |
| <b>Monthly Cost Savings</b>  | <b>\$6,925.25</b>      |
| <b>Annual Cost Savings</b>   | <b>\$83,103.00</b>     |

Grantville Wastewater Proposal for Services Outline:

- Daily operations of four wastewater treatment facilities by an operator
  - Check treatment facility.
  - Confirm treatment protocols.
  - Maintain treatment limits per permit.
  - Perform sample collection.
  - Maintain proper chemical feeds as needed.
- Weekly maintenance inspections
  - Mechanical equipment checks.
  - General service on mechanical equipment as needed.
  - Preventative maintenance checks and tasks
- Laboratory compliance sample processing
  - Process and record process control samples confirming proper facility operations.
  - Process and record compliance samples confirming permit compliance.
- Monthly compliance reporting and filing
  - Process daily operating reports for each facility.
  - Process and compile compliance reports for each facility.
- Administration
  - Respond and handle EPD compliance site visits.
  - Provide administrative support as required.
  - Maintain permits and support renewals when necessary.
- Emergency & other operational services (Charged per service)
  - Respond to emergency operations tasks such as overflows and stop ups.
  - Respond to and arrange for repair of large mechanical repeated items.
  - Sewer infrastructure locate services.
  - Service connection installation.
  - Other work outside of primary scope.

| <b>Grantville Wastewater Operations &amp; Maintenance for Treatment Facilities</b> |                        |
|--|------------------------|
| <b>Task List</b>   | <b>Total Per Month</b> |
| Facility Operations  | \$1,900.00             |
| Lab Services   | \$1,800.00             |
| Maintenance Checks   | \$1,700.00             |
| Vehicle Use Costs  | \$750.00               |
| Chemicals & Consumables  | \$300.00               |
| Monthly Admin & Reporting  | \$400.00               |
| <b>Total Monthly Costs</b>   | <b>\$6,850.00</b>      |

# THE CITY OF GRANTVILLE, GEORGIA

## RESOLUTION NO. 2023-13 BEFORE THE CITY COUNCIL

---

### A RESOLUTION OF THE CITY OF GRANTVILLE APPROVING AND ADOPTING A PROJECT LIST AND FUNDING ALLOCATIONS FOR THE PROPOSED 2025-2030 SPLOST

**WHEREAS**, the City of Grantville desires to participate in the 2025-2030 SPLOST Program; and

**WHEREAS**, the Mayor and City Council have developed a project list and funding allocations for each project; and

**WHEREAS**, these projects will be of significant benefit to the citizens of Grantville; and

**WHEREAS**, the project list must be submitted to the Coweta County Board of Commissioners to be placed on the ballot for referendum,

**THEREFORE, BE IT RESOLVED** that the 2025-2030 SPLOST project list be formally adopted and presented to the Coweta County Board of Commissioners for consideration in the SPLOST referendum.

#### 2025-2030 SPLOST Project List and Percent Allocations

| Project Name  | Estimated Costs | Percentage |
|---|-----------------|------------|
| Roads, streets, bridges and sidewalks               | 1,827,369.      | 33.25%     |
| Utility Infrastructure and Equipment Improvements   | 824,377.        | 15%        |
| Public Buildings Repair and Renovations             | 604,544.        | 11%        |
| Parks, Recreation and Culture Facility Improvements | 604,544.        | 11%        |

|  |                 |               |
|--|-----------------|---------------|
| Public Safety Equipment<br>and Improvements          | 604,544.        | 11%           |
| Historic Preservation<br>Facilities and Improvements | 515,236.        | 9.375%        |
| Downtown Revitalization                              | <u>515,236.</u> | <u>9.375%</u> |
|  | 5,495,850.      | 100%          |

This resolution shall become effective upon its passage and adoption. All ordinances and resolutions or parts of ordinances and resolutions in conflict with this resolution are hereby repealed.

This Resolution is approved and adopted this 26<sup>th</sup> day of June, 2023.

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Richard Proctor, Mayor

ATTEST

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Roberta Higgins, City Clerk

**THE CITY OF GRANTVILLE, GEORGIA**

RESOLUTION NO. 2023-15  
BEFORE THE CITY COUNCIL

---

**A RESOLUTION APPROVING THE REALLOCATION OF EXPENDITURES AMONG  
THE 2019-2024 SPLOST PROJECTS FOR THE CITY OF GRANTVILLE, GEORGIA**

**WHEREAS**, an Intergovernmental Agreement (IGA) was entered into as of July 20, 2017 by and among Coweta County and the Cities within Coweta County including the City of Grantville to collect and distribute Special Purpose Local Option Sales Tax (SPLOST) for the purpose of funding capital outlay projects (Projects);

**WHEREAS**, Article 8. Projects and Project Provisions of the IGA gives the cities the sole right to determine how much they will spend on the City Projects;

**WHEREAS**, the Grantville Projects and Estimated Costs articulated in the IGA are:

| <u>Grantville Projects</u>   | <u>Estimated Costs</u> |
|--|------------------------|
| Roads, Streets, Bridges, and Sidewalks                             | \$1,109,082            |
| Utility Infrastructure & Equipment Improvements                    | \$376,810              |
| City Hall, Freight Depot, Passenger Depot & Auditorium Renovations | \$338,360              |
| Parks, Recreation & Culture – Facility Improvements                | \$338,360              |
| Public Safety Equipment & Improvements                             | \$338,360              |
| Historic Preservation – Facilities & Improvements                  | \$288,375              |
| Downtown Revitalization/Streetscape                                | \$288,375              |
| <u>Estimated Total:</u>  | \$3,077,722            |

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grantville that a Reallocation of \$500,000.00 Expenditures from Roads, Streets, Bridges and Sidewalks to Utility Infrastructure and Equipment Improvements is necessary and appropriate. The Reallocation of Expenditures (\$500,000.00) from Roads, Streets, Bridges and Sidewalks to Utility Infrastructure and Equipment is approved and adopted.

This Resolution is passed this 26<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Richard Proctor, Mayor

ATTEST:

\_\_\_\_\_  
Roberta Higgins, City Clerk



# THE CITY OF GRANTVILLE, GEORGIA

RESOLUTION NO. 2023-16  
BEFORE THE CITY COUNCIL

---

**A RESOLUTION APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT FOR THE COLLECTION AND DISTRIBUTION OF SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR THE YEARS 2025-2030 BETWEEN COWETA COUNTY AND THE CITIES INCLUDING THE CITY OF GRANTVILLE**

WHEREAS, the Intergovernmental Agreement (IGA) for the Collection and Distribution of Special Purpose Local Option Sales Tax (SPLOST) for the Year 2025-2030 between Coweta County and Grantville to fund capital projects is in the best interest for the residents of Grantville;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grantville that the Intergovernmental Agreement for the Collection and Distribution of SPLOST monies for the Years 2025-2030 between Coweta County and the City of Grantville attached as Exhibit A hereto and incorporated herein as if set forth verbatim is approved and adopted by the City of Grantville.

This Resolution is passed this 26<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Richard Proctor, Mayor

ATTEST:

\_\_\_\_\_  
Roberta Higgins, City Clerk

**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT, (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2023, by and among COWETA COUNTY, a political subdivision of the State of GEORGIA (the “County”) and the CITY OF CHATTAHOOCHEE HILLS (“Chattahoochee Hills”), the CITY OF GRANTVILLE (“Grantville”), the CITY OF HARALSON (“Haralson”), the TOWN OF MORELAND (“Moreland”), the CITY OF NEWNAN (“Newnan”), the CITY OF PALMETTO (“Palmetto”), the CITY OF SENOIA (“Senoia”), the TOWN OF SHARPSBURG (“Sharpsburg”), and the TOWN OF TURIN (“Turin”), municipal corporations of the State of Georgia (together Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto, Senoia, Sharpsburg, and Turin, the “Cities”).

**WITNESSETH:**

**WHEREAS**, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

**WHEREAS**, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the “Sales and Use Tax Act”) to levy and collect a one percent Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of funding capital outlay projects (the “Projects”); and

**WHEREAS**, the County and Cities met to discuss possible projects for inclusion in the SPLOST referendum on the 11th day of May, 2023 in conformance with the requirements of O.C.G.A. Section 48-8-11(a); and

**WHEREAS**, the County and the Cities have negotiated a division of the SPLOST proceeds as authorized by the Sales and Use Tax Act; and

**WHEREAS**, the Sales and Use Tax Act authorizes the County and the Cities to enter into an “intergovernmental agreement” (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the SPLOST; and

**WHEREAS**, the County and the Cities are entering into this Agreement to identify the Projects that will be funded with the SPLOST;

**NOW, THEREFORE**, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities do hereby agree as follows:

## ARTICLE 1.

### REPRESENTATIONS

- a. Each of the Cities makes the following representations with respect to itself as the basis for the undertakings on its part herein contained:
- i. The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver, and perform its obligations under this Agreement. The City has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.
  - ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.
  - iii. The authorization, execution, delivery, and performance by the City of this Agreement do not violate its charter, any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
  - iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefore) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling, or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
  - v. The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
  - vi. The City is a “qualified municipality” within the meaning of the Sales and Use Tax Act, O.C.G.A. Section 48-8-110(4).

- vii. The City is located entirely or partially within the geographic boundaries of Coweta County.
- b. The County makes the following representations as the basis for the undertakings on its part herein contained:
- i. The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County.
  - ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.
  - iii. The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
  - iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
  - v. The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
  - vi. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7<sup>th</sup> day of November, 2023 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within Coweta County for a period of 72 quarters, or six years, commencing on the 1<sup>st</sup> day of January, 2025, to raise an estimated \$250 million to be used

for funding the projects specified in Article 8 and further enumerated in Exhibit A – Project List.

**ARTICLE 2.**

**CONDITIONS PRECEDENT**

- a. The obligations of the County and the Cities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. 48-8-111(a).
- b. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. 48-8-111(b) through (e).
- c. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring the same to the County.

**ARTICLE 3.**

**EFFECTIVE DATE AND TERM OF THE TAX**

The SPLOST, subject to approval in an election to be held on November 7, 2023, shall continue for a period of six years with collections beginning on January 1, 2025.

**ARTICLE 4.**

**EFFECTIVE DATE AND TERM OF THIS AGREEMENT**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- a. The official declaration of the failure of the election described in this Agreement; or
- b. The expenditure by the County and all of the Cities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST.

## ARTICLE 5.

### COUNTY SPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

- a. A special fund or account shall be created by the County and designated as the 2025 Coweta County Special Purpose Local Option Sales Tax (“2025 SPLOST Fund”). The County shall select a bank which shall act as a depository and custodian of the 2025 SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- b. Each City shall create a special fund to be designated as the 2025 [*City name*] Special Purpose Local Option Sales Tax Fund. Each City shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each City upon such terms and conditions as may be acceptable to the City.
- c. All SPLOST proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Article. Except as provided in Article 6, SPLOST proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Agreement.

## ARTICLE 6.

### PROCEDURE FOR DISBURSEMENT OF SPLOST PROCEEDS

- a. Upon receipt by the County of SPLOST proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the 2025 SPLOST Fund. Within the 2025 SPLOST Fund, the County shall create four sub-accounts: the “Level Two Account”, the “Debt Service Account”, the “County Account” and the “City Account”. SPLOST proceeds that will be used to pay for the Level Two Projects not funded with Debt shall be deposited into the Level Two Account; SPLOST proceeds that will be used to pay the debt service on the Debt (hereinafter defined) shall be deposited into the Debt Service Account; SPLOST proceeds that will be used to fund County Projects not funded with Debt shall be deposited into the County Account; and SPLOST proceeds that will be used to fund City Projects not funded with Debt shall be deposited into the City Account. The monies in the Level Two Account and the County Account shall be held and applied to the cost of acquiring, constructing, and equipping the Level Two Projects and the County Projects respectively as listed in Article 8.
- b. The County shall establish a twelve-month period as the “Sinking Fund Year” for the Debt. Within each Sinking Fund Year, the SPLOST proceeds of each beneficiary of the Debt shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that beneficiary’s pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a

beneficiary of the Debt has funded its pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining SPLOST proceeds of that beneficiary shall be disbursed as provided in Paragraph (d) of this Article.

- c. All funds deposited monthly into the Level Two Account shall be transferred from the County to the Level Two Account within ten business days of the County's receipt of the same. After the Level Two Projects have been completed, any remaining SPLOST proceeds from the Level Two Account shall be disbursed as provided in Paragraph (d) of this Article.
- d. All funds deposited monthly into the City Account shall be transferred from the County to the Cities within ten business days of County's receipt of the same. Each disbursement to the Cities shall be made by check unless a City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The proceeds received by the Cities shall be deposited in the separate funds established by each City in accordance with Article 5 of this Agreement. Each City shall hold and apply the SPLOST proceeds to the cost of acquiring, constructing, and equipping the City Projects, respectively, as listed in Article 8.
- e. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City's share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

## ARTICLE 7.

### DIVISION OF SPLOST PROCEEDS

- a. Based upon past collection history and other data available to the County, the County currently projects, and the Cities are in agreement, that the total collections of the SPLOST over the six-year period will be approximately \$250,000,000.
- b. The County desires to allocate approximately \$11,050,000 (4.42%) for Level Two Projects benefiting the citizens of the entire county. SPLOST proceeds that will be used to fund the Level Two Projects shall be allocated to the Level Two Account on a monthly basis at a rate of 4.42% over the six-year period.
- c. The remaining SPLOST proceeds will be approximately \$238,950,000 over the six-year period and shall be divided among the County and the Cities as follows:

|                     |        |
|---------------------|--------|
| Chattahoochee Hills | 0.00%  |
| Haralson            | 0.13%  |
| Turin               | 0.23%  |
| Palmetto            | 0.25%  |
| Sharpsburg          | 0.26%  |
| Moreland            | 0.30%  |
| Grantville          | 2.30%  |
| Senoia              | 2.94%  |
| Newnan              | 26.94% |
| County              | 66.65% |

- d. The County and the Cities hereby agree and acknowledge that if the City of Chattahoochee Hills is deemed a qualified municipality within Coweta County by the Georgia Department of Revenue during the term of this Agreement, the SPLOST proceeds defined in subsection (c) above shall be reduced on a proportional basis.
- e. Notwithstanding the provisions of this Article, the County and the Cities hereto acknowledge and agree that the SPLOST received by it in each year shall be applied first to the payment of the Debt issued for its benefit.

**ARTICLE 8.**

**PROJECTS AND PROJECT PROVISIONS**

The County and the Cities agree, as follows:

- a. The Projects shall consist of “County Level Two Projects”, “County Projects”, and “City Projects.” The County Level Two Projects, County Projects, City Projects, and their estimated costs are set forth and incorporated herein as Exhibit A – Project List.
- b. Each Project may include land, facilities, equipment, vehicles, and other capital costs related to such Project.
- c. The County shall promptly proceed with the acquisition, construction and equipping of the County Projects as soon as SPLOST or Debt proceeds are available. Each City shall promptly proceed with the acquisition, construction and equipping its respective City Project as soon as SPLOST or Debt proceeds are available.
- d. The County shall own and operate the County Projects. The City Projects shall be owned and operated by the respective City. The County shall be responsible for paying or providing for all the costs of operating, maintaining, and insuring the



County Projects. Each City shall be responsible for paying or providing for all the costs of operating, maintaining, and insuring its respective City Projects.

- e. The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Each City shall supervise or cause the supervision of the acquisition, construction and equipping of its respective City Projects.
- f. The County and the Cities acknowledge that the costs shown above for each Project are estimated amounts. The parties acknowledge that the actual SPLOST collections may vary from the estimated amounts and that the needs of the County and/or the Cities may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and the Cities have the sole right to determine how much they will spend on the City Projects. The County and the Cities are not required to spend the amounts set forth above for the Projects; provided, however, a Project may not be abandoned in its entirety unless the parties agree and the provisions of the Sales and Use Tax Act are satisfied. Furthermore, the County and the Cities may spend more than the amounts set forth above for the Projects.
- g. The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the Cities may fund the City Projects in any order or priority it may deem necessary or convenient

## **ARTICLE 9.**

### **THE DEBT**

- a. The ballot shall contain the language required by the Sales and Use Tax Act for the authorization of up to \$100,000,000.00 of debt (the "Debt"). The Debt may be issued by the County in whole or in part and in one or more series for purposes of funding a portion of the County Projects, a portion of the City Projects, the costs of issuing the debt, and capitalized interest. The County shall remit to the Cities their pro rata share of the Debt proceeds within three business days of the County's receipt of same to enable the Cities to acquire, construct and equip the City Projects. The Cities each acknowledge that it is responsible for the payment of that portion of the Debt allocable to its Projects, including its pro rata share of issuance expense (the "City Debt") and the payment of that portion of the arbitrage rebate allocable to the City Debt. The County acknowledges that it is responsible for the payment of the rest of the Debt (the "County Debt"). Notwithstanding the foregoing, the County and the Cities acknowledge and agree that the County shall only issue Debt for the purpose of funding the City Projects if it shall receive an opinion from its counsel to the effect that the County is authorized to issue Debt to fund such City Projects.

- b. The Debt shall be paid first from the proceeds of the SPLOST. In the event that there are insufficient SPLOST to pay the Debt, the County shall pay any shortfall attributable to the County Debt from its general fund, and the Cities shall pay any shortfall attributable to the City Debt from their general funds (the “Debt Service Payments”). The County and the Cities covenant that, in order to make the Debt Service Payments when due from their general funds to the extent required, they will exercise their power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and they will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. The County and the Cities further covenant and agree that in order to make funds available for such purpose, they will, in their general revenue, appropriation, and budgetary measures whereby their tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County and the Cities to make any payments that may be required to be made from their general funds shall constitute a general obligation of the County and the Cities and a pledge of the full faith and credit of the County and the Cities to provide the funds required to timely fulfill any such obligation.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the County and the Cities are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County and the Cities had included the amount of the appropriation in their general revenue, appropriation, and budgetary measures, and the fiscal officers of the County and the Cities shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

- c. The obligations of the County and the Cities to make the Debt Service Payments and to perform and observe the other agreements on their part contained in this Article 9 shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the County and the Cities (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of their other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

- d. The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, local counsel, etc. The County will keep the Cities informed of the progression of the Debt issuance.

## **ARTICLE 10.**

### **RECORD KEEPING AND AUDIT PROCEDURES**

- a. The County and the Cities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or City. The Cities shall have the right to review and be provided copies of all such records of receipt of SPLOST proceeds upon request to the County.
- b. The County and the Cities shall keep a record of each and every one of its Projects for which SPLOST proceeds are used. In accordance with O.C.G.A. 48-8-121(a)(2), the distribution and use of all SPLOST proceeds deposited in the County's 2025 SPLOST Fund and each City's SPLOST Fund shall be audited annually by an independent certified public accounting firm. A schedule shall be included in each annual audited financial statements which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. The County and each City receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Cities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. In the event that a City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. Each City shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the City.

## **ARTICLE 11.**

### **NOTICES**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- (a) Coweta County Board of Commissioners  
22 East Broad Street  
Newnan, Georgia 30263  
Attention: County Administrator
- (b) City of Chattahoochee Hills  
6505 Rico Road  
Chattahoochee Hills, Georgia 30268  
Attention: Mayor
- (c) City of Grantville  
Post Office Box 160  
Grantville, Georgia 30220  
Attention: City Manager
- (d) City of Haralson  
Post Office Box 155  
Haralson, Georgia 30229  
Attention: Mayor
- (e) Town of Moreland  
Post Office Box 158  
Moreland, Georgia 30259  
Attention: Town Clerk
- (f) City of Newnan  
Post Office Box 1193  
Newnan, Georgia 30264  
Attention: City Manager
- (g) City of Palmetto  
Post Office Box 190  
Palmetto, Georgia 30268  
Attention: City Manager
- (h) City of Senoia  
Post Office Box 310  
Senoia, Georgia 30276  
Attention: City Administrator
- (i) Town of Sharpsburg  
Post Office Box 397  
Sharpsburg, Georgia 30277  
Attention: Mayor

- (j) Town of Turin  
Post Office Box 86  
Turin, Georgia 30289  
Attention: Town Clerk

## ARTICLE 12.

### MISCELLANEOUS

- a. Any controversy arising under this Agreement shall first be submitted to mediation by a mediator mutually agreeable to the parties. To the extent the parties are unable to resolve the dispute in mediation, the parties agree to submit the dispute to binding arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-30 et seq., as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code. Unless otherwise agreed by the parties, the arbitration shall be conducted by one arbitrator mutually agreeable by the parties. If the parties cannot agree on an arbitrator, the dispute shall be submitted to the Superior Court of Coweta County, but only for the purpose of having the Judge of said court appoint an arbitrator. Unless otherwise ordered by the arbitrator, each party shall bear its own attorney's fees and shall share evenly in the costs of the arbitration and arbitrator's fees.
- b. This Agreement constitutes all of the understandings and agreements existing between the County and the Cities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.
- c. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.
- d. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Cities.
- f. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
- g. The County and the Cities shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.

- h. It is the intention of the County and the Cities to comply in all respects with the Sales and Use Tax Act, and all provisions of this Agreement shall be construed in light of the Sales and Use Tax Act.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

COWETA COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Clerk

CITY OF CHATTAHOOCHEE HILLS,  
GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

CITY OF GRANTVILLE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk



CITY OF HARALSON, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

TOWN OF MORELAND, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

CITY OF NEWNAN, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

CITY OF PALMETTO, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

CITY OF SENOIA, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

TOWN OF SHARPSBURG, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

TOWN OF TURIN, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

**EXHIBIT A – PROJECT LIST**

County Level Two Projects

Estimated Costs

**County Level Two Total**

**\$11,050,000**



Haralson Projects

Estimated Costs

**Haralson Total**

**\$310,635**

Turin Projects

Estimated Costs

**Turin Total**

**\$549,585**

Palmetto Projects

Estimated Costs

**Palmetto Total**

**\$597,375**

Sharpsburg Projects

Estimated Costs

**Sharpsburg Total**

**\$621,270**

Moreland Projects

Estimated Costs

**Moreland Total**

**\$716,850**

Grantville Projects

Estimated Costs

**Grantville Total**

**\$5,495,850**

Senoia Projects

Estimated Costs

**Senoia Total**

**\$7,025,130**

Newnan Projects

Estimated Costs

**Newnan Total**

**\$64,373,130**



County Projects

Estimated Costs

**Estimated Total**

**\$159,260,175**

City of Grantville  
Alcoholic Beverage License  
Instructions/Checklist

RECEIVED  
RH  
3.01.2023

1. Application
2. Notarized Affidavit and Criminal History Investigation Form:  
Applicants cannot have been convicted of, nor entered a pleas of nolo contendere to, any felony or misdemeanor relating to the sale or use of alcoholic beverages, gambling, narcotics, or sexually based offense within five years or twice within ten years prior to the date of this application: Applicants must read and understand the City of Grantville Ordinances regarding the rules and regulations of the sale of alcoholic beverages.
3. On Premise Consumption Only - Is your business a : (check one)  
 restaurant ( ) hotel ( ) private club ( ) Bed and Breakfast
4. License Fee - must be paid within 15 days prior to the issuance of the license (refundable if unable to secure State of GA license) See rates in application.
5. Provide a Copy of State License - to the City Clerk within 90 days of receiving City License. The phone number to obtain a State License is (404) 417-4490.

**City of Grantville**  
**Alcoholic Beverage License Renewal Application**

123 LaGrange Street  
Grantville, Georgia 30220  
(770) 583-2289  
Fax (770) 583-2280

\*\*\*\*\*

**Beer**

- Wholesale
- Retail
- Consumption on Premise

**Wine**

- Wholesale
- Retail
- Consumption on Premise

**Distilled Spirits**

- Wholesale
- Retail
- Consumption on Premise

\*\*\*\*\*

Wholesale: malt beverages/wine \$1000

On-premise consumption: malt beverages/wine \$525

Retail package: malt beverages \$250

Retail package: wine \$250

Retail package: Liquor \$5,000

*on premise consumption Distilled Spirits \$2000.00*

\*\*\*\*\*

Legal Name of Business: Sanguine Door inc.  
Address of Business: 13 Church St Grantville Ga. 30220  
Phone Number of Business: 202-821-8382  
Zoning District of Business Location: \_\_\_\_\_

\*\*\*\*\*

Applicant is:  Sole Proprietorship       Partnership       Corporation

Name of Applicant Michael Marwo

Local Mailing Address 13 Church St Grantville Ga 30220

City Grantville State Ga Zip Code 30220

Local Phone Number 202-821-8382

Are you a resident of the United States?  Yes       No

If no, are you a resident legal alien?  Yes       No

\*\*\*\*\*

\*\*\*\*\*

(For Partnerships only)

Partnership or LLP Name \_\_\_\_\_

Name of Partner/Member: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Partner/Member: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*Include additional partners/members on separate attachment\***

\*\*\*\*\*

(For Corporations only)

Primary Stockholder

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional Stockholders

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*Include additional partners/members on separate attachment\***

**City of Grantville**  
**Affidavit and Criminal History Consent Form for**  
**Alcoholic Beverage License Application with the City of Grantville**

I, Michael Angelo Marvo (Print full name), swear that I am at least 21 years of age and am competent to provide this affidavit.

My address is: 4300 Duke St Alexandria Va 22304. I have resided at this address for 22 years and \_\_\_\_\_ months. My previous addresses for the last 10 years are as follows:

Social Security # \_\_\_\_\_ Driver's License # / State \_\_\_\_\_  
Date of Birth \_\_\_\_\_

I have / have not (circle one), within 5 years or twice within 10 years prior to this application, been convicted of (or entered a plea of nolo contemre to) any felony relating to the sale/use of alcoholic beverages, illegal drugs, gambling or sexually based offense.

I have / have not (circle one) ever been arrested for a crime. If so, details and the disposition of the arrest are listed below. I understand that failure to disclose any arrest (including DUI) may result in denial of the application.

(Attach separate sheet if necessary.)

I have / have not even had beneficial interest in any other alcoholic beverage business in this or any other state in which the alcohol license was denied, revoked or other disciplinary action taken. (Beneficial interest here means when a person holds the license in his own name or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest, or derives any economic benefit from, or has control over a business.) If so, please describe in detail.

I am / am not the applicant for license representative. If so, I swear that I am a manager of the business and a resident of the State of Georgia.

I have read the City of Grantville Ordinance regarding the sale of alcoholic beverages and I understand and will comply with the rules and regulations. I also hereby authorize the Police Department of the City of Grantville to receive any criminal history record information pertaining to me, which may be in the files of any state or local criminal justice agency. I solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for city license for sale of alcoholic beverages are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license. I hereby attest that I can read and understand the English language.

[Signature]  
Signature of Applicant

Notary Public: [Signature]

Witness: March 1, 2023  
day of \_\_\_\_\_



**City of Grantville**  
**Mixed Drink Tax Report**

P.O. Box 310  
Senoia, Georgia 30276

Business Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Month of Report: \_\_\_\_\_ (due the 20<sup>th</sup> day of the following month)  
Gross Receipts from Spirituous Liquor: \$ \_\_\_\_\_  
3% Local Sales Tax Collected \$ \_\_\_\_\_  
Total Tax Remitted \$ \_\_\_\_\_

I certify under penalty of perjury that this is a true and correct report of all spirituous liquors by the drink sold in the City of Senoia during the month shown on this report.

\_\_\_\_\_  
Signature of Person Preparing Report

Printed Name of Person Preparing Report:

\_\_\_\_\_  
Telephone Number of Person Preparing Report:

---

Virginia DRIVER'S LICENSE FEDERAL LIMITS APPLY



Name  
MARN  
MICHAEL,ANGELO

Address  
4300 DUKE ST  
ALEXANDRIA, VA 22304-2508

Sex  
M

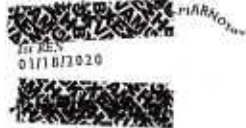
Class  
D

Eyes  
BRO

Endorsements  
NONE

Height  
5 FT 6 IN

Restrictions  
C



City of Grantville  
Alcoholic Beverage License  
Instructions/Checklist

Red's Grub  
SHACK



RECEIVED  
5/25/2023  
by Tmedders

1. Application
2. Notarized Affidavit and Criminal History Investigation Form:  
Applicants cannot have been convicted of, nor entered a pleas of nolo contendere to, any felony or misdemeanor relating to the sale or use of alcoholic beverages, gambling, narcotics, or sexually based offense within five years or twice within ten years prior to the date of this application: Applicants must read and understand the City of Grantville Ordinances regarding the rules and regulations of the sale of alcoholic beverages.
- X   3. On Premise Consumption Only - Is your business a : (check one)  
 restaurant  hotel  private club  Bed and Breakfast
4. License Fee - must be paid within 15 days prior to the issuance of the license (refundable if unable to secure State of GA license) See rates in application.
5. Provide a Copy of State License - to the City Clerk within 90 days of receiving City License. The phone number to obtain a State License is (404) 417-4490.



# City of Grantville

## Alcoholic Beverage License Renewal Application

123 LaGrange Street  
Grantville, Georgia 30220  
(770) 583-2289  
Fax (770) 583-2280

\*\*\*\*\*

### Beer

- Wholesale
- Retail
- Consumption on Premise

### Wine

- Wholesale
- Retail
- Consumption on Premise

### Distilled Spirits

- Wholesale
- Retail
- Consumption on Premise

\*\*\*\*\*

- Wholesale: malt beverages/wine \$1000
- On-premise consumption: malt beverages/wine \$525
- Retail package: malt beverages \$250
- Retail package: wine \$250
- Retail package: Liquor \$5,000

\*\*\*\*\*

Legal Name of Business: RED'S Grub Shack  
Address of Business: 24 main st Grantville ga 30220  
Phone Number of Business: 404-512-5119  
Zoning District of Business Location: \_\_\_\_\_

\*\*\*\*\*

Applicant is:  Sole Proprietorship  Partnership  Corporation

Name of Applicant Charles E Phillips

Local Mailing Address 24 main st GA

City Grantville State GA Zip Code 30220

Local Phone Number 404-512-5119

Are you a resident of the United States?  Yes  No

If no, are you a resident legal alien?  Yes  No

\*\*\*\*\*

\*\*\*\*\*

(For Partnerships only)

Partnership or LLP Name \_\_\_\_\_

Name of Partner/Member: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Partner/Member: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Percentage of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*Include additional partners/members on separate attachment\***

\*\*\*\*\*

(For Corporations only)

Primary Stockholder

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional Stockholders

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*Include additional partners/members on separate attachment\***

**City of Grantville**  
**Affidavit and Criminal History Consent Form for**  
**Alcoholic Beverage License Application with the City of Grantville**

I, Charles Phillips (Print full name), swear that I am at least 21 years of age and am competent to provide this affidavit.

My address is: 1054 BOSCOE RD NEWNAN, GA 30263. I have resided at this address for \_\_\_\_\_ years and \_\_\_\_\_ months. My previous addresses for the last 10 years are as follows:

1054 BOSCOE RD NEWNAN G.A. 30263

Social Security # \_\_\_\_\_ Driver's License # / State \_\_\_\_\_  
Date of Birth 

I have / ~~have not~~ (circle one), within 5 years or twice within 10 years prior to this application, been convicted of (nor entered a plea of nolo contendere to) any felony relating to the sale/use of alcoholic beverages, illegal drugs, gambling or sexually based offense.

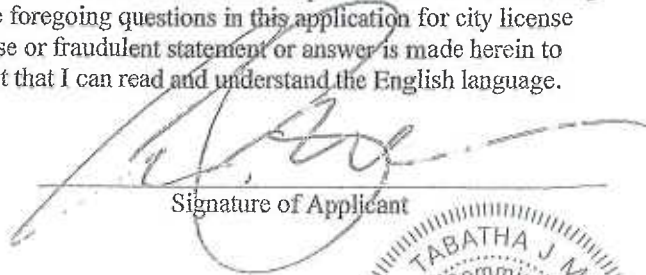
I have / ~~have not~~ (circle one) ever been arrested for a crime. If so, details and the disposition of the arrest are listed below. I understand that failure to disclose any arrest (including DUI) may result in denial of the application.

(Attach separate sheet if necessary.)

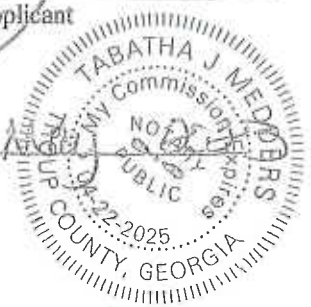
I have / ~~have not ever~~ had beneficial interest in any other alcoholic beverage business in this or any other state in which the alcohol license was denied, revoked or other disciplinary action taken. (Beneficial interest here means when a person holds the license in his own name or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest, or derives any economic benefit from, or has control over a business.) If so, please describe in detail.

I am / ~~am not~~ the applicant for license representative. If so, I swear that I am a manager of the business and a resident of the State of Georgia.

I have read the City of Grantville Ordinance regarding the sale of alcoholic beverages and I understand and will comply with the rules and regulations. I also hereby authorize the Police Department of the City of Grantville to receive any criminal history record information pertaining to me, which may be in the files of any state or local criminal justice agency. I solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for city license for sale of alcoholic beverages are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license. I hereby attest that I can read and understand the English language.

  
Signature of Applicant

Notary Public: Tabatha Macklin This 25 day of April





**TO: Solar Participants**

**FROM: MEAG Power**

**DATE: May 1, 2023**

**SUBJECT: Second Amendment to the Power Purchase Contract (“PPC”) between Municipal Electric Authority of Georgia and the Undersigned Participant**

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This memo will provide the background concerning the need for the attached Second Amendment to the PPC. As you may recall, the original PPC was executed by each Solar Participant during 3Q 2021 which included (as Exhibit A) a copy of the Solar Power Purchase Agreement between MEAG Power and Pineview Solar LLC (the Solar Developer). In mid-2022, due to significant increases in costs for solar panels and construction materials, MEAG Power and the Solar Developer negotiated a first amendment to the Solar Power Purchase Agreement – conditioned on approval by the Solar Participants - including a new price tied to the delivered cost of the panels, a shorter term, an extended COD date, and a buyer’s purchase option. A First Amendment to the PPC was presented to, and agreed to by each Solar Participant as of 1Q 2023, adding an Exhibit B to the PPC to incorporate the first amendment to the Solar Power Purchase Agreement.

Since this time, the Solar Developer has not been able to acquire financing for the project based on the current price of \$29.06 per MWh fixed for the contract term of 15 years. In order to move the project forward to completion, the Solar Developer requested a second amendment to the Solar Power Purchase Agreement including an increase in the price to \$37.75 per MWh, fixed for a 15 year term. Other changes addressed in the proposed amendment, include 1) modify the Notice to Proceed date to July 31, 2023, 2) increase the pre-construction credit support to \$3 million in lieu of \$1.5 million and 3) eliminate the purchase option. The amendment also confirms the Commercial Operation date of November 1, 2024 and the contract price adjustment based on the delivered cost of panels for the project included in the first amendment.

Although the price increase is significant, MEAG Power staff recommended to the Board at its April 20, 2023 meeting approval of the amendment and continuing with the solar purchase. Staff has surveyed the market and the amended price remains competitive. In addition, Walmart has been contacted and has agreed to accept the pricing under their renewable energy customer agreements (RECA) with the Participants. Finally, the Solar Developer has already provided the additional \$1.5 million in security provided for under the amendment and MEAG Power holds the total \$3 million in security. The Board took the following actions:

- 1) Approved the release of the Second Amendment to the Power Purchase Contracts (PPCs) between MEAG Power and the Solar Participants.
- 2) Authorized MEAG Power's President and CEO to execute the 2nd Amendment to the PPA following approval of the amended PPCs from the Solar Participants.

Accordingly, the attached Second Amendment to the PPC adds Exhibit C which reflects the new pricing and other changes to the Solar Power Purchase Agreement noted above. Your approval of this Amendment will signify your agreement to these new terms.

The target date for completion of this approval process is June 30, 2023. During this interim period, the Solar Developer will also be engaging in a process to sell the Pineview project and three other solar projects under development. If sold, the MEAG Power PPA would be assigned to the new owners if MEAG Power provides its consent under the provisions of the PPA.

Please note, if the 2<sup>nd</sup> Amendment to the PPA is not executed, the project would go into default and the pre-construction credit support would revert to the \$1.5 million per the current contract provisions.

Please contact either Steve Jackson at 770-563-0314, Michele Jackson at 770-563-0313 or Pete Degnan at 770-661-2893 with any questions.

SECOND AMENDMENT TO THE POWER PURCHASE CONTRACT  
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Second Amendment to the Power Purchase Contract (this “**Amendment**”), made and entered into as of \_\_\_\_\_, 2023, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and the City of Grantville (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract (“**PPC**”) made and entered as of August 11, 2021, with the City of Grantville (the “**Solar Participant**”);

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, the Authority and the Solar Participant amended the PPC pursuant to that certain First Amendment to the PPC, dated October 20, 2022, whereby Section 1.1 of the PPC was amended by adding Exhibit B to the PPC (incorporating into the PPC Amendment No.1 to the SPPA);

WHEREAS, as the result of changes that have occurred impacting the solar industry and subject to the approval of each of the Solar Participants, MEAG Power's Board has authorized MEAG Power's President and CEO to execute Amendment No. 2 to the SPPA in substantial form;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

Section 1.1 of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant is hereby amended by adding the exhibit reflecting the changes to the SPPA agreed to by the Authority and the Company (which is marked as Amendment No. 2 to the SPPA and attached hereto as Exhibit C).

2.

All other provisions of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant shall remain in full force and effect and binding upon the parties hereto.

3.

In witness whereof, the Authority has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA

By: \_\_\_\_\_  
Name: James E. Fuller  
Title: President and CEO

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

[Solar Participant Signature is on the next page]



CITY OF GRANTVILLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

AMENDMENT NO. 2 TO THE SPPA

**AMENDMENT NO. 2  
TO THE  
POWER PURCHASE AGREEMENT  
BETWEEN  
PINEVIEW SOLAR LLC  
AND  
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

THIS AMENDMENT NO. 2, dated as of [REDACTED], 2023 (“Amendment”), amends the Power Purchase Agreement by and between PINEVIEW SOLAR LLC (“Seller”) and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (“Buyer”) dated as of September 1, 2021 as supplemented by the letter from Buyer to Seller dated October 31, 2022, and as amended by the Amendment No. 1 (“Amendment No. 1”) between Seller and Buyer (collectively, the “PPA”). Seller and Buyer are individually referred to herein as a “Party” and collectively as the “Parties”.

**BACKGROUND RECITALS:**

A. Pursuant to the PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility with a Planned Facility Capacity of approximately 80 MWac on a site located in Wilcox County, Georgia;

B. Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the PPA; and

C. Consistent with Section 21 of the PPA, Seller and Buyer agree to amend the PPA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

**A. Amendments to the PPA**

The Parties agree to amend the PPA as follows:

**1. Section 1.1 – Definitions:**

a) The definition of Contract Price is deleted and replaced in its entirety with the following:

“Contract Price” means \$37.75 per MWh.

- b) The definition of Notice to Proceed Date is deleted and replaced in its entirety with the following:

“**Notice to Proceed Date**” means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before July 31, 2023.

- c) The definition of Guaranteed Commercial Operation Date has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following definition:

“**Guaranteed Commercial Operation Date**” means November 1, 2024, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller’s development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller’s failure to perform its obligations under the Generation Interconnection Agreement.

- d) The definition of the term Pre-Construction Credit Support is deleted and replaced in its entirety with the following:

“**Pre-Construction Credit Support**” means a Letter of Credit, Cash Deposit, Guaranty, or a combination thereof, as determined by Seller, provided by Seller for the benefit of Buyer in an amount equal to Three Million Dollars (\$3,000,000.00).

## 2. Section 2 – Term:

Section 2.1 of the PPA has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following:

2.1 Term. This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the fifteenth (15th) Contract Year (the “Term”).

## 3. Section 4.7 – Buyer Purchase Option:

Section 4.7 of the PPA (as added by Amendment No. 1 to the PPA (“Buyer Purchase Option”)), including its subsections, is deleted in its entirety and any rights potentially resulting therefrom are hereby waived.

**4. Section 5.1 – Contract Price:**

Section 5.1 of the PPA (as amended by Amendment No. 1 to the PPA (“Contract Price”)) is deleted and replaced with the following:

5.1 Contract Price. Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2. Seller agrees to reduce the Contract Price by \$0.50/MWh for each \$0.01/watt reduction in module pricing Seller obtains below \$0.44/watt, as of the Notice to Proceed Date, on a pro rata basis. Seller further agrees to provide Buyer with an “open book” approach to Seller’s module pricing. So, by way of example, if Seller obtains modules at \$0.43/watt, Seller agrees to reduce the Contract Price to \$37.25/MWh.

**B. Other Provisions.**

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the PPA.

2. This Amendment has been duly authorized, executed and delivered by each Party.

3. Except as amended hereby, the terms and conditions of the PPA shall remain in full force and effect. Each reference in the PPA to the “Agreement” shall be a reference to the PPA as amended hereby.

4. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

[Signature Page Following]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

**PINEVIEW SOLAR LLC**

By: Sunbird Holdings 1, LLC, a Delaware limited liability company, its sole member and manager

By: Hep Sunflower Holdings IV, Inc., a Delaware limited liability company, its sole member and manager

**MUNICIPAL AUTHORITY OF GEORGIA**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: Ingo Burkhardt  
TITLE: Treasurer

# Resolution No. 2023-17

## A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of Grantville that Richard Proctor is hereby appointed to serve as this City's voting delegate on the Municipal Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. Casey Evans is appointed as alternate voting delegate.

This 26th day of June, 2023.

CITY OF Grantville

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Councilmember \*

\_\_\_\_\_  
Councilmember \*

[SEAL]

\* Additional council signatures optional.



**Distribution of Votes - For the Election Year 2023  
Based on the Power Supply Year 2022**

Pursuant to the Official Code of GA. ANN.  
Section 46-3-117(B)  
Using YES versions

|                  | Power Supply Year 2022 |                | Composition of Electoral Votes |                        |                 | Comparison to Previous Power Supply Year |        |              |
|------------------|------------------------|----------------|--------------------------------|------------------------|-----------------|--|--------|--------------|
|                  | SEPA                   | Net Bulk       | Fixed Vote                     | % of Bulk Power Energy | Fractional Vote | 2023                                     | 2022   | % Difference |
| 1 Aida           | 270,817,743            | 270,817,743    | 1.00                           | 2.345%                 | 1.14254         | 2,150                                    | 2,275  | -5.48%       |
| 2 Albany         | 901,659,600            | 803,823,683    | 1.00                           | 6.962%                 | 3,41138         | 4,411                                    | 4,670  | -5.67%       |
| 3 Barnesville    | 122,920,235            | 118,673,572    | 1.00                           | 1.028%                 | 0.50372         | 1,504                                    | 1,518  | -0.92%       |
| 4 Blakely        | 79,204,634             | 79,204,634     | 1.00                           | 0.886%                 | 0.38614         | 1,336                                    | 1,367  | -2.27%       |
| 5 Brinnon        | 1,776,447              | 1,524,759      | 1.00                           | 0.015%                 | 0.00837         | 1,006                                    | 1,007  | -0.10%       |
| 6 Buford         | 234,274,303            | 230,478,072    | 1.00                           | 1.986%                 | 0.97804         | 1,978                                    | 2,031  | -2.61%       |
| 7 Cave           | 141,654,426            | 131,806,914    | 1.00                           | 1.142%                 | 0.53959         | 1,560                                    | 1,591  | -1.95%       |
| 8 Cochran        | 384,633,090            | 372,344,920    | 1.00                           | 3.224%                 | 1.67976         | 2,980                                    | 2,822  | 8.56%        |
| 9 Camilla        | 139,176,570            | 129,391,122    | 1.00                           | 1.121%                 | 0.54929         | 1,549                                    | 1,612  | -3.91%       |
| 10 Carnesville   | 622,935,938            | 595,232,914    | 1.00                           | 5.159%                 | 2,52844         | 3,526                                    | 3,627  | -2.78%       |
| 11 College Park  | 595,667,814            | 570,612,685    | 1.00                           | 4.942%                 | 2,42158         | 3,422                                    | 2,710  | 26.27%       |
| 12 Commerce      | 61,041,332             | 53,859,686     | 1.00                           | 0.468%                 | 0.22834         | 1,228                                    | 1,239  | -0.65%       |
| 13 Covington     | 474,727,648            | 459,607,468    | 1.00                           | 3.911%                 | 1,95069         | 2,951                                    | 3,070  | -3.86%       |
| 14 Crisp County  | 404,477,808            | 376,353,765    | 1.00                           | 3.251%                 | 1,59299         | 2,593                                    | 2,646  | -1.97%       |
| 15 Doerun        | 8,292,565              | 7,278,616      | 1.00                           | 0.653%                 | 0.03087         | 1,031                                    | 1,032  | -0.10%       |
| 16 Douglas       | 310,705,884            | 294,289,449    | 1.00                           | 2.549%                 | 1,24901         | 2,249                                    | 2,168  | 3.69%        |
| 17 East Point    | 502,547,067            | 448,577,153    | 1.00                           | 3.665%                 | 1,90365         | 2,904                                    | 2,808  | 3.42%        |
| 18 Elberton      | 114,623,210            | 126,174,936    | 1.00                           | 1.033%                 | 0.53557         | 1,536                                    | 1,564  | -1.79%       |
| 19 Ellaville     | 26,818,258             | 25,303,696     | 1.00                           | 0.219%                 | 0.10731         | 1,107                                    | 1,115  | -0.72%       |
| 20 Fairburn      | 102,769,715            | 99,860,589     | 1.00                           | 0.868%                 | 0.42365         | 1,424                                    | 1,500  | -5.07%       |
| 21 Fitzgerald    | 277,928,565            | 277,928,565    | 1.00                           | 2.407%                 | 1,17943         | 2,179                                    | 2,013  | 8.25%        |
| 22 Forsyth       | 120,476,567            | 114,481,452    | 1.00                           | 0.992%                 | 0.46608         | 1,466                                    | 1,485  | -0.07%       |
| 23 Fort Valley   | 143,651,407            | 128,474,509    | 1.00                           | 1.133%                 | 0.54537         | 1,545                                    | 1,601  | -3.50%       |
| 24 Greenville    | 12,435,066             | 11,727,525     | 1.00                           | 0.102%                 | 0.04568         | 1,050                                    | 1,052  | -0.19%       |
| 25 Griffin       | 462,241,382            | 432,978,915    | 1.00                           | 3.750%                 | 1,83750         | 2,838                                    | 2,919  | -2.77%       |
| 26 Hogansville   | 28,253,821             | 28,253,821     | 1.00                           | 0.245%                 | 0.12005         | 1,120                                    | 1,126  | -0.53%       |
| 27 Jackson       | 72,883,807             | 69,252,452     | 1.00                           | 0.600%                 | 0.29400         | 1,294                                    | 1,265  | 0.70%        |
| 28 LaFayette     | 137,811,876            | 126,963,926    | 1.00                           | 1.100%                 | 0.53900         | 1,539                                    | 1,497  | 2.81%        |
| 29 LaGrange      | 548,044,560            | 521,482,131    | 1.00                           | 4.517%                 | 2,21333         | 3,213                                    | 3,345  | -3.98%       |
| 30 Lawrenceville | 343,502,458            | 335,774,497    | 1.00                           | 2.908%                 | 1,42425         | 2,425                                    | 2,545  | -4.72%       |
| 31 Marietta      | 7,679,122              | 610,857        | 1.00                           | 0.061%                 | 0.02989         | 1,030                                    | 1,031  | -0.10%       |
| 32 Marietta      | 1,003,354,960          | 949,448,611    | 1.00                           | 8.223%                 | 4,02927         | 5,029                                    | 5,323  | -5.52%       |
| 33 Monroe        | 13,550,336             | 148,234,345    | 1.00                           | 1.284%                 | 0.53818         | 1,538                                    | 1,661  | -1.99%       |
| 34 Milledgeville | 55,958,219             | 52,989,115     | 1.00                           | 0.459%                 | 0.22491         | 1,225                                    | 1,209  | 1.32%        |
| 35 Milledgeville | 208,940,649            | 183,992,646    | 1.00                           | 1.594%                 | 0.78105         | 1,781                                    | 1,833  | -2.94%       |
| 36 Newton        | 392,674,056            | 381,565,193    | 1.00                           | 3.306%                 | 1,61945         | 2,619                                    | 2,701  | -3.04%       |
| 37 Norcross      | 106,353,440            | 103,565,362    | 1.00                           | 0.897%                 | 0.43953         | 1,440                                    | 1,452  | -0.83%       |
| 38 Palmetta      | 41,746,583             | 40,256,882     | 1.00                           | 0.349%                 | 0.17101         | 1,171                                    | 1,173  | -0.17%       |
| 39 Quitman       | 57,770,733             | 50,694,723     | 1.00                           | 0.439%                 | 0.21511         | 1,215                                    | 1,228  | -1.06%       |
| 40 Sandersville  | 489,198,813            | 481,145,539    | 1.00                           | 4.167%                 | 2,04183         | 3,042                                    | 2,171  | 40.12%       |
| 41 Savannah      | 735,231,866            | 735,231,866    | 1.00                           | 6.368%                 | 3,12032         | 4,120                                    | 4,490  | -8.24%       |
| 42 Sylvester     | 75,102,627             | 68,733,184     | 1.00                           | 0.595%                 | 0.29155         | 1,292                                    | 1,319  | -2.05%       |
| 43 Thomasville   | 132,364,452            | 119,995,863    | 1.00                           | 1.039%                 | 0.53911         | 1,509                                    | 1,553  | -2.85%       |
| 44 Thomasville   | 532,190,005            | 491,814,112    | 1.00                           | 4.260%                 | 2,08740         | 3,087                                    | 3,233  | -4.52%       |
| 45 Washington    | 267,144,475            | 267,144,475    | 1.00                           | 2.314%                 | 1,13386         | 2,134                                    | 1,569  | 33.46%       |
| 46 West Point    | 103,417,715            | 95,870,337     | 1.00                           | 0.830%                 | 0.40670         | 1,407                                    | 1,407  | 16.09%       |
| 47 Wigham        | 5,991,556              | 5,477,184      | 1.00                           | 0.047%                 | 0.02333         | 1,023                                    | 1,025  | -0.20%       |
| 48 Oxford        | 19,054,665             | 18,316,672     | 1.00                           | 0.159%                 | 0.07791         | 1,078                                    | 1,079  | -0.09%       |
| 49 Apowath       | 106,273,034            | 3,711,424      | 1.00                           | 0.868%                 | 0.07912         | 1,435                                    | 1,466  | -2.11%       |
|                  | 12,187,935,211         | 11,545,936,633 | 45.00                          | 100.000%               | 49.00           | 98,000                                   | 98,000 | 0.00%        |



MEMBERS  
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA  
MEMBERSHIP ELECTION COMMITTEE as of 06/08/2023

|               | <b>Delegate</b>       | <b>Alternate</b>         |
|---------------|-----------------------|--------------------------|
| Acworth       | Timothy E. Richardson | James Albright           |
| Adel          | John Flythe           | Luther L. Duke           |
| Albany        | RyShari Burley        | Orlando Rambo            |
| Barnesville   | Timothy T. Turner     | Niki Sappington          |
| Blakely       | Mayor Travis Wimbush  | Melinda Crook            |
| Brinson       | Ashley M. Miller      | James Earp               |
| Buford        | Stacy Rolin           | Bryan Kerlin             |
| Cairo         | Julian Brown          | Rod Prince               |
| Calhoun       | James F. Palmer       | Ray Denmon               |
| Camilla       | Dennis Stroud         | W.D. (Danny) Palmer, III |
| Cartersville  | Matthew J. Santini    | Derek Hampton            |
| College Park  | Bianca Motley Broom   | Hugh Richardson          |
| Commerce      | James Wascher         | Mark Fitzpatrick         |
| Covington     | Joel Smith            | Tres Thomas              |
| Crisp County  | Warren Ray Hughes     | Alissa Wilkerson         |
| Doerun        | Kevin Branch          | Mike Campbell            |
| Douglas       | Tony L. Paulk         | Robert Moore             |
| East Point    | Myron B. Cook         | Shawn Dowe               |
| Elberton      | R. Daniel Graves      | Lanier Dunn              |
| Ellaville     | Lynne McChargue       | David Theiss             |
| Fairburn      | Elizabeth Carr-Hurst  | Hiram Alex Heath         |
| Fitzgerald    | Terrance Paulk        | Robert Levenson          |
| Forsyth       | Mike Dodd             | Julius Stroud            |
| Fort Valley   | Alonzo Allen          | Fred VanhardtsFelt       |
| FVUC          | Alrè Horton           | Clay Walker              |
| Grantville    | Doug Jewell           | Ruby Hines               |
| Griffin       | Douglas S. Hollberg   | Jennifer Freeman         |
| Hogansville   | Mayor Jacob Ayers     | Lisa Kelly               |
| Jackson       | Mayor Carlos Duffey   | Sylvia Redic             |
| LaFayette     | Phillip A. Arnold     | Ben Bradford             |
| LaGrange      | Willie T. Edmondson   | Meg Kelsey               |
| Lawrenceville | Barry Mock            | Steve North              |
| Mansfield     | G.W. Davis, Jr        | Blair Northen            |
| Marietta      | Andy Morris           | Ron Mull                 |
| Monroe        | John S. Howard        | Larry A. Bradley         |
| Monticello    | Larry Thurman         |                          |
| Moultrie      | Cecil Barber          | Elvira Gibson            |
| Newnan        | George Alexander      | Rhodes Shell             |
| Norcross      | Craig Newton          | Eric Johnson             |
| Oxford        | David S. Eady         | James Windham            |
| Palmetto      | J. Clark Boddie**     | Laura Mullis             |
| Quitman       | Zinda D. McDaniel     | Mark DeVane              |
| Sandersville  | James W. Andrews      | Judy McCorkle            |
| Sylvania      | Stacy F. Mathis       | Preston Dees             |
| Sylvester     | Harold Proctor, Jr.   | Autron Hayes             |

MEMBERS  
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA  
MEMBERSHIP ELECTION COMMITTEE as of 06/08/2023

|             |                 |                     |
|-------------|-----------------|---------------------|
| Thomaston   | J.D. Stallings  | Russell Thompson    |
| Thomasville | John H. Flowers | Chris White         |
| Washington  | Maceo Mahoney   | Charles Wagner      |
| West Point  | Ed Moon         | A. Drew Ferguson IV |
| Whigham     | Jim Sellers     | George Trulock      |

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: June 9, 2023

RE: Second Notice of 2023 MEAG Power Annual Election

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This memo is a second notice that the 2023 MEAG Power Annual Election will be held on Tuesday, **July 11, 2023**, at **8:00 a.m.** in the Plaza 2 Ballroom of The Ritz-Carlton Resort on Amelia Island. Please note that the Election is once again being held at the location of the MEAG Power Annual Meeting prior to MEAG Power's Annual Board Meeting, which is scheduled for July 12, 2023.

The Election is for the three expiring, three year term board member positions currently held by Keith Brady, Tim Houston and Greg Thompson. We have been advised that Keith Brady has elected not to run for re-election to the Board.

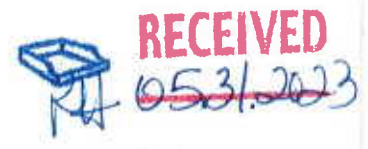
Attached is a list of the Election Committee delegates and alternates for each Participant. **If your delegate or alternate is different from the names on the attached list or no delegate or alternate is listed for your community, a certified copy of a resolution naming the delegate and alternate for MEAG Power Elections should be sent to the following address to be received by July 6th:**

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

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](mailto:pdegnan@meagpower.org) with any questions. Thank you

**CITY OF GRANTVILLE  
APPLICATION FOR SPECIAL EVENT PERMIT  
(Please Print or Type All Information)**



Revised 1/08/2006

Return completed application and other required forms and information to: City of Grantville, P.O. Box 160, 123 LaGrange Street, Grantville, Georgia 30220. For assistance or information please call 770/583-2419.  
**REFER TO THE SPECIAL EVENTS ORDINANCE FOR SPECIFIC REGULATIONS**

|  |  |
|--|--|
| Name of Event: Grantville Fireworks Festival   |  |
| Type and Purpose of Event (Check all that apply):  |  |
| <input checked="" type="checkbox"/> Festival   | <input type="checkbox"/> Rally/Demonstration |
| <input type="checkbox"/> Concert/Street Dance  | <input type="checkbox"/> Sale/Auction        |
| <input type="checkbox"/> Parade/March  | <input type="checkbox"/> Sidewalk Exhibit    |
|  | <input type="checkbox"/> Race/Walkathon      |
|  | <input type="checkbox"/> Fireworks           |
|  | <input type="checkbox"/> Other (specify)     |
| Purpose/Description of Event (attach additional sheets if needed):   |  |
| Festival includes firworks, bounce houses, slides, live music, food vendors  |  |
| Name of Director/Sponsor ("Producer"):   |  |
| Grantville Police Department   |  |
| Complete Address:  |  |
| 123 Lagrange street, Grantville, Ga 30220  |  |
| Telephone: (Work): 770-583-2266  | (Home):                                      |
| * * Attach additional sheet(s) listing Contact information for ALL individuals and/or organizations sponsoring the event. . . include name, complete address, & phone numbers) |  |
| Date(s) and Time(s) of Event (including time for set up prior to, and clean up following, the event) :   |  |
| July 3 <sup>rd</sup> <del>2021</del> <sup>2023</sup> 3 pm until 11 pm  |  |
| Location(s) of Event (be specific): Main street and Grant street closed. Colley Park and depot.  |  |
| Peak Crowd Estimate: 2000  |  |

\* \* Attach executed "Waiver and Indemnity Agreement"

\* \* Attach Map(s) and Plans showing the following:

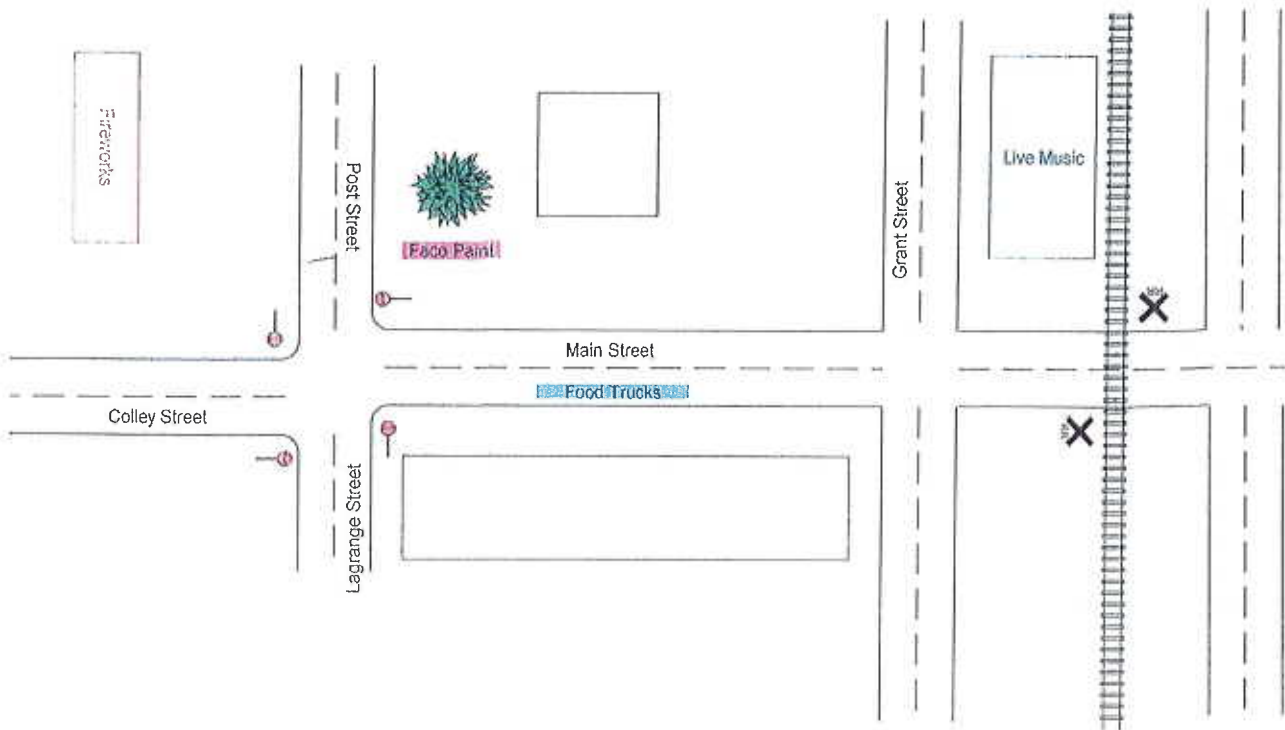
1. A site plan showing the layout of the event area, showing the event production area in detail, and specifying the boundaries of the overall event assembly area, including portable toilets to be provided, and show the number of such toilets at each location.
2. Any street closings requested, which streets, who will guard the closed streets, dates and times of closing.
3. Two copies of a drawing with dimensions showing the proposed location of temporary activities, traffic patterns and curb cuts and compliance with Special Events Ordinance.
4. Any temporary outdoor structures proposed to be erected, describing them in detail.
5. Any signs or banners proposed to be erected, giving details.
6. Whether a parade is planned, the time, location and anticipated number of participants. (See "Grantville Parade Ordinance")
7. Any entertainment planned, giving details as to nature, time & place of such entertainment.

Case Number:

Date:

Location:

Description:





June 16, 2023

President  
Julie Smith  
Mayor, Tifton

First Vice President  
Randall Walker  
Mayor, Perry

Second Vice President  
Fred Perriman  
Mayor, Madison

Third Vice President  
Bianca Motley Broom  
Mayor, College Park

Immediate Past  
President  
Vince Williams  
Mayor, Union City  
CEO and Executive Director  
Larry H. Hanson

**TRANSMITTED VIA EMAIL**  
**(mayorproctor@grantvillega.org)**

Mayor Richard Proctor  
City of Grantville  
P.O. Box 160  
Grantville, GA 30220

**RE: City of Ethics Recertification**

Dear Mayor,

Congratulations. The GMA Ethics Certification Committee determined that the City of Grantville has met the qualifications to be recertified as a GMA Certified City of Ethics.

GMA will officially recognize the city's continuing participation in the Ethics program at the Awards Luncheon to be held during the 2023 GMA Convention on Monday, June 26, 2023, at 12:30 p.m. in the Ballroom of the Savannah Convention Center. Your city was one of many in the state to meet the requirements for recertification. Representatives from all cities will be asked to stand in recognition of this accomplishment as a group during the City of Ethics presentation.

The Awards Luncheon will require a separate ticket and can be purchased on-site at the registration desk for individuals who are not already registered.

GMA appreciates the City of Grantville's participation in this important program. If you have any questions about the city's participation, please feel free to give Gina Gresham, GMA Legal Assistant a call at (678) 686-6258 or by emailing [rgresham@gacities.com](mailto:rgresham@gacities.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Rusi Patel", is written over a light blue horizontal line.

Rusi Patel  
GMA General Counsel

C: Robi Higgins, City Clerk ([rhiggins@grantvillega.org](mailto:rhiggins@grantvillega.org))