



CITY OF BROOKLET  
104 CHURCH ST. BROOKLET, GA 30415 PHONE (912) 842-2137 FAX (912)842-5877

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L.W. (Nicky) Gwinnett, Jr. Mayor  
Rebecca Kelly, Mayor Pro-Tem  
Bradley Anderson, Councilman  
Hubert Keith Roughton, Councilman  
James Harrison, Councilman  
Sheila Wentz, Councilwoman

Carter Crawford, City Manager  
Lori Phillips, City Clerk  
Melissa Pevey, Assistant Clerk  
Ben Perkins, City Attorney

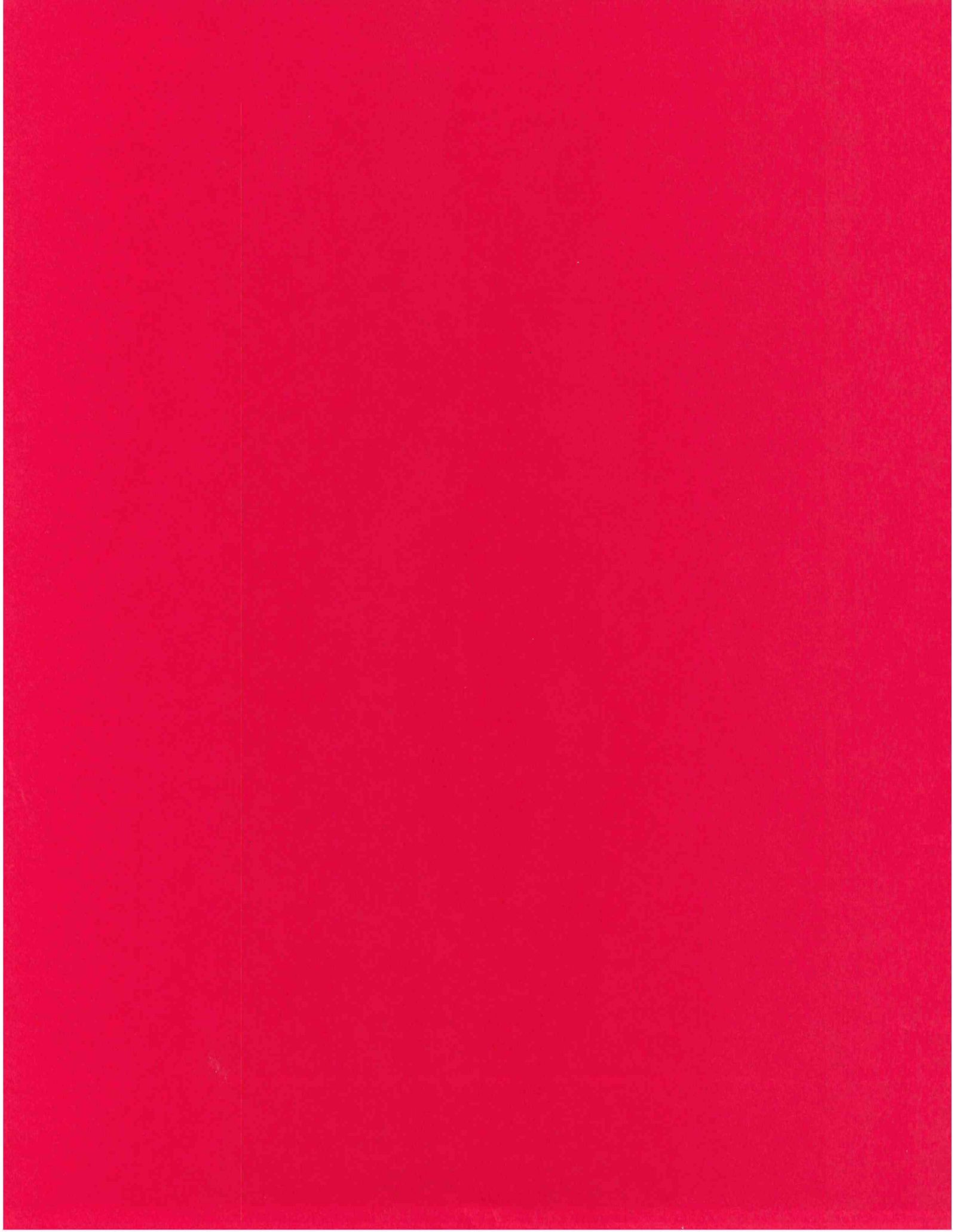
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**Work Session**  
**September 12, 2024**  
**6:30 PM**  
**Proposed**  
**Agenda**

1. **Call to order and welcome** - Mayor Gwinnett
  - Invocation
  - Pledge of Allegiance
2. **Consideration of a motion to approve the agenda**
3. **Discussion Items:**
  - 3.1. Old Southeast Bulloch Junior High School located on Railroad Street Discussion
  - 3.2. Agenda/Meeting Protocol
  - 3.3. Draft Procurement Policy
  - 3.4. SPLOST and TSPLOST Funds
  - 3.5. Discussion of Water and Sewer Agreements with Shelton Hughes and Weyerhaeuser
  - 3.6. Sewer Tap Allocation Resolution
  - 3.7. Discuss Adding an Extra Pipe to the Brooklet to Statesboro Project. The Proposed Pipe would provide a means for Existing Homeowners to Tap into the Sewer System using a Pump at their house.
  - 3.8. Generator Grant Discussion Funding Source
  - 3.9. GDOT- North Cromley Road Tap Project Payment of \$95,795.03 Funding Source

- 3.10. JCB Low Country Invoice for repairing and maintaining the Hydro Dig for \$2,205.90
- 3.11. Georgia Equipment CO Invoices for renting an excavator to repair water leaks & install tap-ins for \$2,225.00 and \$1,705.00 totaling \$3,930.00
- 3.12. Review of the Quote from Terry Mikell Concrete, LLC. to repair sidewalks on Railroad Street for \$5,100.00
- 3.13. Review of two Quotes for an In-Car Video System for the new Police Car
  - Motorola Solutions Quote for \$6,263.00
  - McLaggan Communications & Radar Service Inc. for \$9,146.00

#### **4. Motion to Adjourn**



# **CITY OF BROOKLET**

## **RULES OF DECORUM AND PUBLIC COMMENT POLICY FOR CITY COUNCIL MEETINGS**

The purpose of this Rules of Decorum and Public Comment Policy for City Council Meetings is to foster an atmosphere of civil and courteous discourse at all meetings of the City of Brooklet City Council.

1. Rules applicable to the public:
  - a. If the meeting agenda contains a public comment period, each member of the public who has registered to speak prior to commencement of the meeting will be given 3 minutes to speak.
  - b. Persons who register to speak during the public comment period shall not be allowed to donate their time to another person.
  - c. Each speaker will direct their comments to the Mayor or presiding officer, and not to any other individual present.
  - d. Each speaker will refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
  - e. Public comments will be limited to the business of the City of Brooklet.
  - f. Unless they have been included on the agenda or have been recognized and authorized to do so by the Mayor or presiding officer, members of the public shall not be permitted to speak at any time other than the public comment period.
  - g. Members of the audience will be respectful of the rights of others and will not create noise or other disturbances that disrupt the meeting.
2. Rules applicable to the Mayor and City Council:
  - a. Members will conduct themselves in a professional and respectful manner at all meetings.
  - b. Members will not speak until recognized by the Mayor or presiding officer.
  - c. Remarks by members will be directed to the Mayor or presiding officer who will then direct the appropriate person to answer.
  - d. Members shall not respond to public comments during the public comment period. Notwithstanding the foregoing, the Mayor or Presiding Officer may direct a City official to follow up with the person who offered comments after the meeting is concluded.

Any violation of these Rules of Decorum may result in the violator being removed from the premises.

## **CITY OF BROOKLET RULES REGARDING PUBLIC PARTICIPATION IN HEARINGS AND COUNCIL MEETINGS**

**OFFERING COMMENTS DURING PUBLIC HEARINGS** Anyone wishing to speak at a public hearing of the City Council or Planning Commission must sign their name, address, phone number, and topic on the approved sign in sheet, which will be available at each public hearing. When the council meeting begins, the sign in sheet will be taken up. Persons who wish to speak during a hearing must have their name on the sign in sheet to speak. Each person, other than a Council Member or City staff member, speaking at a public hearing will be allowed 3 minutes to make their comments. No person may donate their time to another person. Notwithstanding the foregoing, for hearings on proposed zoning decisions or quasi-judicial decisions, proponents of such proposed decisions shall collectively be given a minimum of ten minutes to present data, evidence, and opinions, and opponents shall collectively receive an equal amount of time to present data, evidence, and opinions.

**PUBLIC COMMENTS AT REGULAR CITY COUNCIL MEETINGS** Although not required to allow for public comments, the City of Brooklet believes its citizens should be given the opportunity to participate in Regular City Council meetings by offering comments regarding the business of the City, and encourages its citizens to do so. Regular City Council meeting agendas will typically have time set aside for public comments. Please remember that during public comments, issues raised may be referred to staff for research and possible future action.

**SIGNING UP TO SPEAK DURING THE PUBLIC COMMENT PERIOD** Citizens wishing to speak during a Regular City Council meeting at which a public comment period is included on the agenda must write their name, address, phone number, and topic on the sign in sheet prior to the time when the meeting begins. The Request to Speak sign-in form will be available in the Council Chambers on the table by the entrance before the meeting begins. Persons who desire to speak during the public comment period must sign up to speak prior to the start of the meeting. Meeting attendees shall not speak openly during the meeting unless first recognized by the presiding officer (typically the Mayor). When the presiding officer calls their name, attendees may speak for no more than 3 minutes. Any digital presentations must be submitted prior to the meeting. Persons who attend the meeting as part of a group may not give their time to another member of the group or any other person. The presiding officer may stop the person from speaking further if the remarks or gestures are profane, abusive, inflammatory, or otherwise offensive to a person of ordinary sensibilities. Persons who refuse to stop speaking at the direction of the presiding officer may be escorted from the meeting by a law enforcement officer in the discretion of the law enforcement officer.

# Brooklet City Council Public Comment Request For Items Not on the Regular Agenda

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Your organization (if any): \_\_\_\_\_

**REQUESTED COUNCIL MEETING DATE:** \_\_\_\_\_

**TOPIC:** Please be very specific in describing/identifying the issue you want to speak on so that the agenda posting will comply with state law.

\_\_\_\_\_

\_\_\_\_\_

## OTHER INFORMATION:

**1. TIMING OF SUBMISSION OF REQUEST:** Your request to speak must be received at least one (1) week before the Council meeting at which you wish to speak, meaning no later than 12 p.m. (noon) the preceding Thursday.

**2. SUPPORTING MATERIALS:** Please include with your application one (1) complete set of any material or documentation you would like the Councilors to review.

**3. PLACEMENT OF REQUEST ON COUNCIL AGENDA:** Completion and submission of this request does not guarantee that your topic will be placed on the City Council Meeting Agenda.

**4. TIME LIMIT:** Council Rules provide that anyone addressing the Council is allowed five (5) minutes total for the entire meeting.

You may submit your request as follows:

USPS: BrookletCity Hall

Fax: (912) 842-5877

P.O. Box 67  
Brooklet, Ga 30415

Email: [lori.phillips@brookletga.us](mailto:lori.phillips@brookletga.us)

Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_

### Council Use Only

Date received: \_\_\_\_\_ By: \_\_\_\_\_

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers between accounts.

The second part of the document provides a detailed breakdown of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts.

The third part of the document focuses on the classification of accounts. It discusses the different types of accounts, such as assets, liabilities, equity, revenue, and expense accounts, and how they are used to record and summarize business transactions.

The fourth part of the document covers the process of journalizing and posting. It explains how to create journal entries based on the information provided in the source documents and how to post these entries to the appropriate T-accounts in the ledger.

The fifth part of the document discusses the process of balancing the accounts. It explains how to calculate the debit and credit balances for each account and how to ensure that the total debits equal the total credits.

The sixth part of the document covers the process of preparing financial statements. It discusses the different types of financial statements, such as the balance sheet, income statement, and statement of cash flows, and how they are prepared from the ledger accounts.

The seventh part of the document discusses the process of closing the books. It explains how to transfer the balances of the temporary accounts (revenue, expense, and dividend) to the permanent accounts (equity) and how to reset the temporary accounts for the next period.

The eighth part of the document covers the process of correcting errors. It discusses the different types of errors that can occur, such as transposition errors, omission errors, and recording errors, and how they can be identified and corrected.

The ninth part of the document discusses the process of reconciling the bank statement. It explains how to compare the bank's record of the company's cash account with the company's own records and how to identify and explain any differences.

The tenth part of the document covers the process of preparing a trial balance. It explains how to list all the accounts and their balances in a single statement to verify that the debits equal the credits.

**CITY OF BROOKLET**  
**PURCHASING POLICIES**



## OBJECTIVE

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The City of Brooklet is funded by tax dollars. As such, the City's purchasing policies and procedures have been established to ensure that tax dollars are spent in the most economical way. The City uses competitive means for the purchase of all products and services whenever possible and believes in open, fair competition. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

## USE OF POLICY

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This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Brooklet, and confer no rights, duties or entitlements to any bidders or proposers.

## SECTION I – DEFINITIONS

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**Capital Asset** - Property, including durable goods, equipment, buildings, installations, and land valued at \$5,000 or more, and having a useful life greater than one year.

**Capital Improvement Projects** – Any project to build, alter, repair, maintain or replace necessary public buildings, streets and alleys, public parks and facilities, municipal utilities, sidewalks, highways, parks or public grounds. Capital Improvement Projects are included in the City's five-year capital improvement plan.

**Capital Outlay** – Expenditures which result in the acquisition of or addition to capital assets (\$5,000 or more).

**Competitive Bid Process** – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project, including bidding the project to any and all interested Vendors.

**Cost of Operations** – Expenditures categorized as wages, benefits, supplies or contractual services; non-capital.

**Emergency conditions** - A situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and the City Manager.

**Encumbrances** – An amount of money committed by purchase order but not yet expended for the purchase of a specific good or service.

**E-Verify**- is a web based system that allows the City and contractors to determine the eligibility or their newly hired employees to work in the United States.

**Evaluation Committee:** Shall consist of the Mayor, one Council member, the City Manager, the City Clerk and the Department Director

**Expenditures** – Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt

service, and capital outlays.

**Independent Contractor** – any person having a contract with the City for specific work as defined in the contract's scope of work.

**Invitation to Bid** – A bidding process requesting bids submitted based on specifications for certain work included in the invitation.

**Over Budget Expenditures** - Expenditures which have exceeded the total amount of budget by line item, department, or fund.

**Professional Services** – Those services within the scope of the practice of architecture, engineering, professional land surveying, industrial hygiene, legal counsel, financial advisers, accountants/auditors, business consultants, recruiters, lobbyists, and banks.

**Purchase Order** – A document which authorizes the delivery of specified merchandise or the rendering of services at an authorized cost.

**Request for Proposals** – An invitation for suppliers, companies, or individuals, through a competitive process, to submit a proposal on a specific commodity or service.

**Request for Qualifications** – An invitation for suppliers, companies, or individuals to identify and delineate their qualifications for a specific project.

**Retainage** – A portion or percentage of payments due for work completed on a contract that is held back until the entire job (or some lesser defined portion thereof) is completed satisfactorily.

**SAVE**- is the federal Systematic Alien Verification for Entitlement Program that is used to verify the eligibility of anyone applying to the City for a public benefit, which includes contracts.

**Services** – The furnishing of a contractor's labor, time or effort not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term does not include professional services as previously defined.

**Sole Source Purchase** – is a procurement method that allows, under certain conditions, for procuring goods or services from a single source without soliciting bids from multiple sources.

**Surplus Property** – Materials and equipment which are no longer necessary to City operations, are obsolete, or are deemed excessively expensive to maintain.

**Unbudgeted expenditures** – Expenditures for which no funds have been budgeted.

**Written Bid Process** – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project.

## SECTION II - PURCHASING LEVELS

	< \$100.00	\$100.01 - \$2,499.99	\$2,500 - \$9,999.99	\$10,000 -	\$25,000 +	
<b>Bid/ Proposals &amp; Forms</b>	No prior Purchase Order is necessary; bring receipt after purchase with Purchase Order	Purchase Order	<ol style="list-style-type: none"> <li>1. Contract as appropriate</li> <li>2. Purchase Order</li> <li>3. Check Request</li> <li>4. See Section III</li> </ol>	<ol style="list-style-type: none"> <li>1. Written Bid Process with a minimum of three (3) written bids/quotes/proposals</li> <li>2. Contract as appropriate</li> <li>3. Purchase Order</li> <li>4. Check Request</li> <li>5. See Section III</li> </ol>	<ol style="list-style-type: none"> <li>1. Competitive Bid Process</li> <li>2. Contract approved by City Council</li> <li>3. Purchase Order</li> <li>4. Check Request</li> </ol>	
				City Council approval required if project not in the annual budget.		
<b>Approvals</b>	Department Director	Department Director	Department Director & City Manager	City Council	City Council	
<b>Amendments &amp; Change Orders</b>			Increases greater than 5% or \$2,500 (excluding any contingency) require additional approval			

- *All bids/quotes/proposals are public information and can subject to the provisions of the Georgia Open Records Act.*
- *Retain all bids/quotes/proposals for a minimum of three years as required by retention schedule.*
- *One original signed contract must be submitted to The City Clerk with the completed project file.*
- *Projects and purchases shall not be divided in order to avoid higher approval level.*

## **SECTION III – PETTY CASH REQUISITIONS**

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A Purchase Order serves to inform the City Clerk of the needs of the departments, correctly identifies a material or service requested for the department's operations, and identifies the expenditure account number to which the purchase is to be charged.

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### **PETTY CASH REQUISITIONS**

The petty cash fund may be used to pay for small obligations which do not exceed \$50.00. Petty cash receipts are submitted to the Deputy Clerk and will be honored only with appropriate departmental supervisor approval. Petty cash requisitions will be granted under the following circumstances:

- An employee is requesting a cash advance for expenditures relating to City business (sales receipt must be returned to the Deputy Clerk within two business days);
- An employee is requesting a reimbursement for expenditures relating to City business (sales receipts must be attached to the requisition).

It is the responsibility of the employee using the petty cash fund to make all efforts to use the City's tax-exempt number and present it at the time of purchase. Sales tax on purchases will not be reimbursed.

## SECTION IV – PURCHASE ORDERS

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Purchase Order shall be used to initiate the purchase of all materials or services. Purchase Orders will be granted under the following circumstances:

- The requesting department shall be responsible for ensuring budget availability, obtaining prices, designating Vendors, and preparing Purchase Order far enough in advance of the required date;
- All purchase orders must be approved by the Department Director and the City Clerk and, if over \$2,500 approved by the City Manager;
- A purchase order number must be obtained prior to placing orders with Vendors.

A standard purchase order is to be used for all purchases excluding the following areas. *Capital improvement projects cannot be exempt.*

### EXEMPT ITEMS

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- Council Approved Service Contracts;
  - Debt Service;
  - Grants, Contributions, and Intergovernmental Agreement Obligations;
  - Insurance;
  - Investment Transactions;
  - Land Acquisition;
  - Lease Payments;
  - Maintenance and Support Licensing Agreements (associated with an approved contract);
  - Payroll (checks, taxes, and deductions);
  - Professional Services as defined; and
  - Utilities
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## **SECTION V – BIDDING**

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Bidding procedures are used to provide Vendors the opportunity to bid, to elicit greater Vendor response, to meet City Charter and City Code requirements, to meet Georgia statutory requirements applicable to the City, and to promote competitive prices from Vendors for the purchase of capital equipment and other items of significant monetary value. Department Directors reserve the right to call for competitive bids without regard to amount. As used herein, "bidding" shall include requests for bids, requests for proposals, requests for qualifications, and/or statements of qualifications. The responsible Department Director shall determine when bidding procedures shall utilize a request for bids, request for proposals, or request for qualifications, as appropriate.

All purchases of goods or acquisition of services above \$25,000 and all purchases of heavy equipment shall require competitive bidding procedures unless otherwise required by the City Charter, City Code or state statute applicable to the City. Exemptions to this policy are bids obtained through the specific processes listed below in "State and Other Allowed Bids" and "Sole Source Purchases."

### **TYPES OF BIDS**

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#### **INFORMAL BIDS/QUOTES/PROPOSALS FOR PROJECTS UNDER \$50,000**

All purchases within the financial parameters of \$2,500 to \$50,000 shall require informal bidding procedures.

- For purchases between \$2,500 and \$9,999 the requesting department shall obtain and document a minimum of three (3) verbal quotations. If three (3) quotations are not obtained, valid justification must be provided with the Purchase Order and approved by the Department Director and City Manager. For purchases between \$10,000 and \$25,000 the requesting department shall use a State contract or obtain and document a minimum of three (3) written quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the City Council
- Notwithstanding the above requirements, Department Directors or the City Manager may require a competitive bid process for any project regardless of the amount.

**STEPS TO COMPLETE AN INFORMAL BID/QUOTE/PROPOSAL:** (unless otherwise stated, the responsibility for these steps falls on the requesting department)

- a) Develop specifications/information. Upon finalization of the specifications, prepare any documents required by the informal bid;

- b) Mail a copy of specifications to identified Vendors;
- c) Use the RFP process if Department Director determines it appropriate for the project;
- d) Post a copy of specifications/RFP to the City's official website and send to any other appropriate websites;
- e) Evaluate the bid/proposal results and determine which bid/proposal serves the City's best interests;
- f) Use the City-approved Contract form (Appendix G);
- g) Submit the Purchase Order and quotes to the City Clerk. If the recommended Vendor has not submitted the low bid, ensure that there is adequate justification for the higher bid; and
- h) The Deputy Clerk issues the Purchase Order.

### COMPETITIVE BIDS FOR PROJECTS OVER \$25,000

"Competitive/formal bidding" includes invitations to bid, requests for proposals (RFP), requests for qualifications (RFQ), and statements of qualifications (SOQ).

- All requests for competitive bids shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. Such notice may also be published in other publications of limited circulation or trade journals. In addition to publication, the formal bid must be posted on the City's website and may be posted on other websites.
- Notices, general instructions, conditions and specifications are not required to be published and may be mailed or emailed to identified Vendors, and may be posted on the City's web site.

STEPS TO COMPLETE A COMPETITIVE BID: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

- a) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare all bid documents required by the formal bid and public notice. All bid documents are subject to the provisions of the Georgia Open Records Act. Bid documents shall contain the following information:
  - Where the bidder can obtain bid documents;
  - Any costs of bid documents;
  - Bid submittal deadline;

- Date, time and location of bid openings;
  - Any bond or insurance requirements;
  - Any special requirements;
  - A statement to the effect that the City reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest cost and a reliable and responsible bidder;
  - General conditions;
  - Minimum specifications;
  - Bid proposal form;
  - Delivery date or completion date;
  - Period of bid validity; and
  - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the City Manager;
- d) Conduct the public bid opening per the advertised bid opening date (if required). Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return of the bid;
- e) Evaluate the bid results and determine which bid serves the City's best interests. If the recommended Vendor has not submitted the low bid, provide justification for the higher bid;
- f) Reports:
- If over \$10,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred Vendor and justification.
- g) Use City Attorney approved contracts and insurance and bond requirements;
- h) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
- i) Obtain signatures on all contracts;
- j) Complete Purchase Order and forward to the City Clerk;
- k) Deputy Clerk issues a Purchase Order;



STEPS TO COMPLETE A REQUEST FOR PROPOSAL: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

- a) Develop project information, determine any special requirements, such as performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare the request for proposal. All documents are subject to the provisions of the Georgia Open Records Act. Request for Proposals shall contain the following information:
  - Where the bidder can obtain information;
  - Proposal submittal deadline;
  - Date, time and location of RFP openings (only a list of the proposals will be made available until such time as all proposals can be evaluated);
  - Any bond or insurance requirement;
  - Any special requirements;
  - A statement to the effect that the City reserves the right to reject any and all proposals, and to accept the proposal deemed to be the lowest cost and a reliable and responsible proposal;
  - General conditions;
  - Minimum specifications;
  - Bid proposal form (if there is one);
  - Delivery date or completion date;
  - Period of bid validity; and
  - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) proposals if available. If three (3) proposals are not obtained, valid justification must be provided and approved by the City Manager.
- d) The RFP may be mailed or emailed to identified Vendors and shall be posted on the City's website;
- e) Conduct the public RFP opening per the advertised opening date. Any proposals received after the specified time will be returned to the bidder. These proposals may need to be opened in order to process the return (only a list of the proposals will be made available until such time as all proposals can be evaluated);
- f) Evaluate the proposals and determine which proposal serves the

- City's best interests. If the recommended Vendor has not submitted the low bid, provide justification for the higher bid;
- g) Use City Attorney approved contracts and insurance and bond requirements;
  - h) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
  - i) Obtain signatures on all contracts;
  - j) Complete Purchase Order and forward to the City Clerk;  
and
  - k) City Clerk issues a Purchase Order.

**STEPS TO COMPLETE A REQUEST FOR QUALIFICATIONS:** (unless otherwise stated, the responsibility for completing these steps falls on the requesting department).

- a) Develop minimum qualifications for project. Upon finalization of the specifications, determine any special requirements the Vendor must have. See bonding and insurance requirements listed below;
- b) The RFQ may be mailed or emailed to identified Vendors and shall be posted on the City's website;
- c) Prepare the request for qualifications. All documents received in response to the RFQ become public information upon completion of the RFQ, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information;
- d) Once all RFQ's are evaluated and the list of qualified Vendors is determined, a bid request or RFP for the specific project can be prepared and the above steps shall be followed with those specific Vendors.

## **BONDING REQUIREMENT**

Bonds shall be executed on forms prescribed or approved by the City Manager based on review by the City Attorney, as to form, and State of Georgia law. Normally, bonding should be used only on critical or complex purchasing actions. The City may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique City specifications, to be exempt from bonding requirements.

## **EXAMPLES OF BONDS**

**BID BONDS:** The bid bond requirement may be satisfied by receipt of a certified bank check or an irrevocable letter of credit. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of

thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond shall be at least 10% of the Vendor's bid price if the bid is over \$150,000 and at least 5% of the Vendor's bid if under \$150,000.

**PERFORMANCE BONDS:** A performance bond, satisfactory to the City, may be required for any contract and will be used for all contracts for public buildings, works or improvements awarded in excess of \$50,000. The performance bond shall be in amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

**PAYMENT BONDS:** A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of \$50,000. The payment bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

## INSURANCE REQUIREMENT

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All contractors are required to provide certificates of insurance with the City named as additional insured, for the following insurance coverages and amounts (except as waived by the City Manager):

### Comprehensive General Liability

\$1,000,000 each occurrence

\$2,000,000 general aggregate

### Automobile Liability

\$150,000 combined single limit – bodily injury & property damage/per person

\$600,000 combined single limit – bodily injury & property damage/two or more persons in any one occurrence

\$50,000 auto physical damage

### Workers' Compensation

Statutory limits

### Employers' Liability Insurance

\$100,000/ each accident

\$500,000/ disease - policy limit

\$100,000/ disease - each employee

### Professional Liability (for licensed professional services)

\$1,000,000 each occurrence

\$2,000,000 general aggregate

## BIDDER LIST AND BID EVALUATION

A Bidder's List may be established and maintained by individual Departments in an effort to promote competitive bidding from qualified Vendors and to establish a source of supplier.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance or service;
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment or hardware);
- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the City.

## ANNUAL CONTRACTS

All service contracts must specifically state the term of the contract and the options for renewing the contract (if applicable) beyond the original term. In no case shall any service contract have an indefinite term. Contracts should begin and end within the current fiscal year. It must also be expressly stated in any multi-year service contract—which is any contract with a term extending beyond the current fiscal year—that all financial obligations of the City beyond the current fiscal year are subject to annual appropriation. Standard language for this purpose is as follows: "Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City."

## **SECTION VI – SOLE SOURCE PURCHASES, LOCAL VENDOR PURCHASES AND ETHICS**

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### **SOLE SOURCE PURCHASES**

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It is the policy of the City of Brooklet to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one Vendor who can provide the good or service. These purchases should be used if it is in the best interest of the City, and the following procedures shall apply:

#### **PURCHASE IN THE AMOUNT OF \$10,000 OR MORE**

Bidding procedures may be waived by the City Council when it has been demonstrated that the requested goods or services are a sole source purchase. If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with this Policy.

### **LOCAL VENDOR PREFERENCE**

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To encourage purchasing within the City of Brooklet, it is the policy of the City to recognize and solicit quotes/bids from local Vendors. Whenever such local sources exist and are competitive, purchases shall be made from local Vendors; however, all purchasing ordinances and policies as well as any other City award factors still apply. To be considered within this policy, local Vendors must have a current valid business registration or sales tax license on file with the City.

As deemed appropriate solely within the discretion of the City, bids may be awarded to local Vendors providing the proposal or quote is within 5% or \$1000 (whichever is less) of the lowest bid. The next preference would be given to bidders in the same county as the city, using the same criteria.

In an event where it may be prohibited as a condition of any grant, or violation of law, the local Vendor preference shall not be applied.

### **ETHICS IN CITY CONTRACTING**

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City officers, employees and public body members may not have an interest in a contract with the City, unless the interest is disclosed and that person is recused from participating in the decision process. Further, city officers, employees or public body members with an interest in a contract may not attempt to influence any City employee or decision maker who has influence or decision making power over the contract.

## **SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS**

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An emergency shall be defined as a situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director or City Manager. The required purchasing procedures stipulated in the Purchasing Levels Section and other areas of this policy shall be waived for emergency purchases. A summary of all emergency purchases shall be prepared by the City Clerk and submitted for review by Mayor and City Council at the earliest City Council meeting possible.

When the need for an emergency purchase occurs during normal working hours, the department will request approval from the City Manager or his designee. If approved, the City Manager shall give verbal approval of the transaction followed by written approval to the requesting department and to the City Clerk, which may be required to complete the transaction for the requesting department. The user department or City Clerk will note the emergency on the check request form, sales ticket or invoice.

During a partial or full activation of the Bulloch County Emergency Operations Center (EOC) that requires the presence of a City Clerk representative on site, the approval authority as set forth in the Purchasing Levels Section is hereby revised to read as follows:

- Department Director – Approval of emergency purchase up to \$50,000.
- City Clerk – Approval of emergency purchase up to \$50,000.
- City Manager – Approval of emergency purchase over \$50,000.

## SECTION VIII – RECEIVING PROCEDURES AND CHECK REQUESTS

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### RECEIVING PROCEDURES

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- It shall be the responsibility of the receiving department/division to ensure that shipped goods are received as ordered and in good condition. Upon receipt of merchandise, check quantity, quality, and any specifications such as model number, etc. to ensure that the goods have been received as indicated on the packing slip and as ordered on the Purchase Order. Receiving documents (Packing Slip or Receipt of Goods Form – Appendix C) must be signed and dated by the employee receiving the goods;
- If the goods are faulty or damaged, notify the Vendor and Accounts Payable immediately. If damage is concealed or not noticed at time of delivery, retain all boxes and packing lists and notify Vendor immediately;
- All invoices shall be mailed by the Vendor directly to the attention of Accounts Payable, 104 Church St., Brooklet, GA 30415.
- It shall be the responsibility of the receiving department/division to inform Accounts Payable of the delivery and acceptance of an order by submitting the receiving documents with the check request for payment.

## **SECTION IX - APPENDICES**

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APPENDIX A – Asset Disposal Form

APPENDIX B – Sample Request for Proposals

APPENDIX C – Sample Request for Qualifications

APPENDIX D – Sample Independent Contractor Agreement



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## REQUEST FOR PROPOSALS FOR

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The City of \_\_\_\_\_ is accepting proposals from qualified contractors ("contractor") to \_\_\_\_\_ . Please review the following pages for complete information on the request for proposal process.

### Timeline of Activities and Proposal Format

- Eight (8) copies of each proposal shall be submitted.
- The City of \_\_\_\_\_ will receive proposals in response to this RFP until \_\_\_\_\_, "our clock" on \_\_\_\_\_ -. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name " \_\_\_\_\_ ", and shall be addressed as follows:

City of Brooklet  
104 Church St.  
Brooklet, GA 30415

- Interviews of applicants selected by City for interview – beginning the week of \_\_\_\_\_.
- Anticipate final selection approximately \_\_\_\_\_.
- Contract signed by City Council approximately \_\_\_\_\_.

# REQUEST FOR PROPOSALS FOR \_\_\_\_\_

## **Section 1. Summary of Request**

**Purpose** – The City of Brooklet is accepting proposals from qualified contractors to \_\_\_\_\_ as defined in the scope of work. Questions regarding the proposal can be directed to:

City of Brooklet 104 Church St. Brooklet, GA 30415
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## **Section 2. Scope of Work**

The Scope of Work shall include but is not limited to the following:

### ***ADD SPECIFICATIONS***

## **Section 3. Standard Terms and Conditions**

When preparing a proposal for submission in response to this RFP, contractors should be aware of the following terms and conditions which have been established by the City of Brooklet:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Brooklet reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- The City of Brooklet reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.

- The City of Brooklet assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
  - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Brooklet.
  - The reputation, experience, and efficiency of the contractor.
  - The ability of the contractor to provide quality services within time and funding constraints.
  - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
  - Other selection factors within this RFP or the City's purchasing policies, or that City determines are relevant to consideration of the best interests of the City.
- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that all responses are subject to the provisions of the Georgia Open Records Act.
- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.
- Provide references for your work.
- Provide the completed pre-contract certification and return with your proposal.

Thank you, we look forward to reviewing your proposal.

**City of Brooklet Public Services Contract  
Addendum Prohibition Against Employing Illegal  
Aliens**

All contractors must comply with all applicable state and federal immigration laws, including E-Verify and SAVE.

**Pre-Contract Certification in Compliance with O.C.G.A. § 13-10-90, et seq.**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in O.C.G.A. § 13-10-90, et seq., respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date

\_\_\_\_\_

# **City of BROOKLET**

## **Request for Qualifications (RFQ)**

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**Issued  
DATE**

**DEPARTMENT  
104 Church St.  
Brooklet, GA 30415**

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**SCHEDULE OF EVENTS**

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<u>Event</u>	<u>Date(s)</u>
Request for Qualifications (RFQ) Released.....	DATE
Deadline for Requesting RFQ Clarification .....	DATE
Response to Requests for RFQ Clarification .....	DATE
Responses to RFQ due by TIME.....	DATE
Qualified Vendors Selected .....	DATE
Request for Proposals (RFP) Distributed to Qualified Vendors.....	DATE
Qualified Vendors Response to RFP due by 4:00 p.m. MST .....	DATE
Product Demonstrations .....	DATE
Negotiation & Clarification .....	DATE
Approval of Contract.....	DATE
Begin Implementation.....	DATE

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The City of Brooklet reserves the right to modify this schedule at its sole discretion if it deems necessary.

## INTRODUCTION & BACKGROUND

The City of Brooklet, Georgia, hereinafter referred to as the City, seeks to prequalify firms to provide\_\_\_\_\_.

*Add any other necessary and relevant information.*

## GENERAL INFORMATION & REQUIREMENTS

The first step in the City's Request for Proposal (RFP) process is this RFQ, which seeks to obtain information in order to prequalify Vendors for participation and consideration in subsequent steps of the RFP. In order to be considered for prequalification, the respondent to this RFQ must be the provider of\_\_\_\_\_.

From the issuance date of this RFQ until a Vendor(s) is selected and the selection is announced, Vendors are not allowed to communicate with any City staff or officials regarding this procurement, except at the direction of the City Manager or\_\_\_\_\_, the designated representatives of the City. Any unauthorized contact may disqualify the Vendor from further consideration.

### **Receipt of Proposals and Public Inspection**

Upon receipt of qualifications, all marked trade secrets and company financial information will be removed from the responses and provided only to the evaluation committee members or persons participating in the contracting process. All remaining qualification materials will be available for public inspection after the final award process.

### **Claims to Keep Information Confidential**

All responses to this RFQ become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the Vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the Vendor to object and to pursue any legal actions pursuant to Georgia law. A Vendor shall notify the City within 24 hours of notification by City of request for disclosure of the Vendor's objections to disclosure and the Vendor's intent to pursue lawful protection under Georgia law.

### **Initial Classification**

All qualifications will be initially classified as being responsive or non-responsive based upon the requirements in Section 3.2. If a response is found to be non-responsive, it will not be considered further.

## Evaluation

All responsive qualifications will be evaluated based on stated evaluation criteria. Submitted qualifications must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the City's RFQ document.

## Discussion/Negotiation

Although Vendors may be prequalified without discussion, the City may initiate discussions with one or more Vendors should clarification be necessary. Vendors should be prepared to send qualified personnel to Brooklet, to discuss technical and contractual aspects of their proposal.

## Prequalification

Prequalification will be made to the Vendors whose responsive qualifications are determined to best meet the evaluation criteria and therefore the most advantageous to the City. The City may prequalify as many Vendors as it feels serves its best interest.

## Late Submissions

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

## Preparing a Response

This RFQ contains the instructions governing the qualifications to be submitted and a description of the mandatory requirements. To be eligible for consideration, a Vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the City's evaluation committee. Responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Vendors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFQ.

Vendors requiring clarification or interpretation of any section or sections contained in this RFQ shall make a written request to the City by the deadline. All written correspondence must be addressed to:

City of Brooklet

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RFQ

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P. O. Box 67  
Brooklet, GA 30415

Each Vendor submitting written questions must clearly address each question by reference to a specific section, page, and item of this RFQ. **A written answer will be provided to all questions received by TIME AND DATE.** Written questions received after the deadline may not be considered.



Any interpretation, correction, or change to this RFQ will be made by written addendum by \_\_\_\_\_. Interpretations, corrections, or changes to this RFQ made in any other manner will not be binding and Vendors shall not rely upon such interpretations, corrections, or changes.

Vendors must organize qualifications into sections following the format of this RFQ.

If no exception, explanation, or clarification is required in the Vendor's response to a specific subsection, the Vendor shall indicate so in the point-by-point response with the following:

"(Vendor's Name)", understands and will comply.

Points may be subtracted for non-compliance with specified qualification format requests. The City may also choose to not evaluate, may deem non-responsive, or may disqualify from further consideration any qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

A Vendor responding to a question with a response similar to, "Refer to our literature..." or "Please see www.....com" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the City in the RFQ response and not just referenced. Any references in an answer to another location in the RFQ materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question.

#### **Submitting Qualifications**

Vendors must submit one (1) original and four (4) copies to:

City of Brooklet  
\_\_\_\_\_ RFQ  
104 Church St.  
Brooklet, GA 30415

**Qualifications must be received at the City of Brooklet prior to TIME AND DATE.** Qualifications received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

Each Vendor who submits qualifications represents that:

- The qualifications are based upon an understanding of the specifications and requirements described in this RFQ.
- Costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their qualifications.
- All materials submitted in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the Vendor resulting from this RFP process.

- An individual authorized to legally bind the business submitting the qualifications must sign the qualifications in ink.

### **Rights Reserved**

While the City has every intention to award a contract as a result of the RFP, issuance of the RFP in no way constitutes a commitment by the City to award a contract. Upon a determination such actions would be in its best interests, the City in its sole discretion, and for whatever reason it deems reasonable, reserves the right to:

- waive any formality;
- cancel, terminate or abandon this RFQ or the RFP;
- reject any or all qualifications received in response to this document;
- waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any qualifications;
- not award, or if awarded, terminate any contract if the City determines adequate funds are not available.

### **Vendor Interview / Product Demonstration**

After receipt of all qualifications and prior to the release of the next step in the RFP process, respondents may be required to make an oral presentation and product demonstration at the City Hall in Brooklet, Georgia, to clarify their response or to further define their qualifications. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense.

### **Contract Provisions and Terms**

This RFQ and any addenda, the Vendor's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract.

## **PROJECT SCOPE**

*ADD SPECIFICATIONS*

## **VENDOR QUALIFICATIONS**

The City may make such investigations as deemed necessary to determine the ability of the Vendor to supply the products and perform the services specified. The City reserves the right to reject any qualifications if the evidence submitted by, or investigation of, the Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the project.

*ADD SPECIFICATIONS*

## **EVALUATION CRITERIA**

### **Evaluation Procedure**

The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration. The evaluation committee will then evaluate the remaining proposals and determine which Vendors prequalify. Only prequalified Vendors will be allowed to participate in subsequent steps of this RFP process.

**Evaluation Criteria**

The evaluation committee will review and evaluate the qualifications received according to the following criteria:

- Quality and relevance of references;
- Proven ability to deliver products in the scope of project;
- Financial stability;
- Training;
- Support;
- Other criteria within this RFQ or the City's purchasing policies, or that the City determines are relevant to consideration of the best interests of the City.

## **APPENDIX G: SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

### **INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF Brooklet, GA AND \_\_\_\_\_ FOR \_\_\_\_\_ SERVICES**

#### **1.0 PARTIES**

The parties to this Agreement are the **City of Brooklet**, Georgia, a municipal corporation, hereinafter referred to as the "City", and \_\_\_\_\_, [Name of Contractor] a \_\_\_\_\_ [State of Formation and Type of Entity], hereinafter referred to as the "Contractor".

#### **2.0 RECITALS AND PURPOSE**

2.1 The City desires to engage the Contractor for the purpose of providing \_\_\_\_\_ services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").

2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

#### **3.0 SCOPE OF SERVICES**

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

#### **4.0 COMPENSATION**

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit B. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.
- 4.3 Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City.

## **5.0 PROJECT REPRESENTATION**

- 5.1 The City designates \_\_\_\_\_ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by \_\_\_\_\_ and such person's designees.
- 5.2 The Contractor designates \_\_\_\_\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly \_\_\_\_, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

The term of this Agreement shall be \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence upon execution of this Agreement by the City and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

## **7.0 INSURANCE**

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All

coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Georgia and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
  - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Brooklet, its officers and its employees, as additional insureds, with primary coverage as respects the City of Brooklet, its officers and its employees, and shall contain a severability of interests provision.
  - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Brooklet under this contract.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder; if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## 9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

## 10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.



**10.9.** Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

#### **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

#### **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

#### **13.0 TERMINATION**

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.3 As provided in O.C.G.A § 36-60-13, the City Manager is designated by the City, and consented to by the Contractor, as the agent authorized to terminate this contract. It is agreed that termination may be done by the City Manager in writing to Contractor without further action on the part of City Council.

#### **14.0 INSPECTION AND AUDIT**

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the

performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

#### **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be construed and enforced in accordance with the provisions of Georgia law and the codes, resolutions and ordinances related to the services covered herein. If there is a lawsuit with respect to the Agreement or any aspect thereof, the Contractor agrees upon the City's request to submit to the jurisdiction of the courts of Bulloch County, Georgia.

#### **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; and further including E-Verify and SAVE for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor shall timely submit all forms and affidavits necessary to comply with E-Verify and SAVE.

#### **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Brooklet  
Attn: City Manager  
104 Church St.  
Brooklet, Georgia 30415  
Telephone:  
Fax:

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF Brooklet,  
a Georgia home rule municipal corporation

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

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

Date: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A – Scope of Services**

### **Preparation Checklist for Completion of Sample Independent Contractor Agreement**

**NOTE:** This Checklist Page is for the City's internal use only and should not be included as part of the final contract

#### Title Block:

- Insert Contactor Name
- Insert Type of Services

#### First Paragraph:

- Insert Contractor Name
- If Contractor is an entity, insert state of organization and entity type

#### Section 5:

- Insert name of City project manager in two places in Section 5.1
- Insert name of Contractor project manager in two places in Section 5.2

#### Section 6:

- Insert dates for term of Agreement; the commencement date generally should not be prior to the date the City intends to sign the Agreement

#### Section 19

- Insert contact information for Contractor

#### Signature Page:

- Complete signature block for Contractor Exhibit A:
- Add the Scope of Services; ensure the Scope of Services accurately, clearly and specifically lists all of the work to be completed by the Contractor.
- Ensure Exhibit A includes timeframes for completion of the Services. If the Services include several tasks with several completion deadlines, ensure all deadlines are included in Exhibit A.
- Ensure Exhibit A includes the not-to-exceed contract price; also, if the Services are compensated on an hourly, per-task or per-unit basis, ensure Exhibit A sets for the agreed upon rates, task or unit pricing.



## City of Brooklet 2019 SPLOST Update

I. On November 6, 2018, the Bulloch Co. voters approved the 2019 SPLOST referendum, with the voters approving the following City of Brooklet projects:

Public safety facilities/equipment	\$172,000	24% of total
Recreation facilities/equipment	\$290,000	41% of total
Water capital outlay/equipment	\$254,000	35% of total
Total	\$716,000	100%

II. 2019 to date revenues \$1,344,786.53

III. 2019 to date projects revenues and expenditures:

Police revenues	\$322,748.77	
Police expenditures	\$314,226.67	
Balance	+\$ 8,522.10	
Recreation revenues	\$551,362.67	
Recreation expenses	0	
Water revenues	\$470,675.39	
Water expenditures	\$538,201.24	
Balance	-\$67,685.85	

IV. Projected revenues to be received now through Oct. 2025.

\$332,738.14

V. Projected additional project revenues:

Police	\$79,857.15	
Recreation	\$136,425.64	
Water	\$116,458.35	

VI. Total amount earmarked but not spent:

1. SEID water line extension project	\$113,564.18	
2. P-25 Radio system access – police	\$6,121.92	

	\$119,686.10	
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VII. Total projected projects revenue and expenditures:	
Police total projected revenue	\$402,605.92
Total projected expenditures	\$320,344.59
	<hr/>
Balance	+\$82,257.33
Recreation total projected revenue	\$687,785.12
Water total projected revenue	\$587,133.74
Total projected expenses	\$648,825.42
	<hr/>
Total water revenue shortfall	-\$61,691.68

NOTE: The Bulloch Co./cities intergovernmental agreement for 2019 SPLOST states that excess proceeds may be used for any purpose legally allowable to be funded by ad valorem tax revenues. Under Georgia law, ad valorem tax revenues may be used for water/sewer projects.

RECOMMENDATION: Use excess revenue over the required \$290,000 for Recreation for water Projects. This would add \$397,785.15 in additional projected water revenue.

## City of Brooklet 2023 TSPLOST Update

I.	TSPLOST revenues and expenditures from 2023 to date.	
	Total Revenue	\$2,304,000.00
	Total Expenditures	\$427,253.85
		<hr/>
	Balance	\$1,876,746.15
II.	Total amount earmarked but not spent.	
	1. 2024 Brooklet Street improvements	\$370,824.60
	2. North Cromley Tap project	\$1,328,775.35
		<hr/>
	Total	\$1,699,599.95
III.	Projected revenue projections through 2027.	\$2,094,777.14
IV.	Total current and projected unobligated revenue.	\$2,697,632.39

NOTE: TSPLOST funds must be spent only on projects that are allowable TSPLOST project categories.

Prepared by City Clerk & City Manager



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State of Georgia

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County of Bulloch

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WATER AND SEWER SERVICE AGREEMENT

This Water and Sewer Service Agreement (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_, 2024 by and between WATERFORD INVESTMENT HOLDINGS, INC., a Georgia corporation (hereinafter referred to as "Developer"), a resident of the State of Georgia, and the City of Brooklet, Georgia (hereinafter referred to as the "the City"), a municipal corporation having a principal place of business at 114 W. Lane Street, Brooklet, Georgia 30415.

**RECITALS:**

WHEREAS, the Developer is the developer of approximately 77.63 acres (said 77.63 acres of real property shall hereinafter be referred to as the "Property") (County tax map 136, parcel 22) located at Highway 80 East, Bulloch County, Georgia; and

WHEREAS, Shelton Hughes is the record owner of the Property but has contracted to sell the Property to Developer; and

WHEREAS, the terms of this Agreement shall become effective and binding upon execution hereof by the parties hereto and upon transfer of title to the Property to Developer if title transfers to the Developer within 90 days of the date this Agreement is approved by the Brooklet City Council (hereinafter the "Effective Date"); and

WHEREAS, the Property is located within the City's corporate boundaries; and

WHEREAS, Developer plans to develop a residential subdivision comprised of

detached single family houses on the Property consisting of up to 198 residential or equivalent residential units, as shown on the attached Preliminary Plat entitled “Brooklet Residential Preliminary Plat”, prepared by Hussey Gay Bell and dated May 30, 2024<sup>1</sup>; and

WHEREAS, the Developer desires that the City serve the Property with potable water and sanitary sewer services; and

WHEREAS, in order to serve the Property with potable water and sanitary sewer services, the City's existing water and sanitary sewer systems will require certain additions, extensions, improvements, and/or modifications ~~by the City and~~ by the Developer (all additions, extensions, improvements, modifications and all related infrastructure and equipment contemplated herein are collectively referred to as the “Systems”, and all work related to the design, installation and construction of the Systems is collectively referred to as the "Project"); and

WHEREAS, Developer desires certain commitments from the City in regard to the Systems; and

WHEREAS, the City finds that the provision of potable water and sanitary sewer services to the Property is consistent with and in furtherance of the goals and purposes of the City, and is in the public interest; ~~City shall provide a reasonable connection point for potable water, at or near to the intersection of Cromley Road and U.S. Highway 80. City shall provide a reasonable connection point for sanitary sewer at or near to the intersection of Cone Avenue N and U.S. Highway 80;~~ and

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<sup>1</sup> The Brooklet Residential Preliminary Plat attached hereto is a preliminary plat and is conceptual in nature and is subject to change upon the City's review. Final approved plat shall be required before construction commences.

WHEREAS, the Developer shall be prohibited from connecting more than 50 residential units to the City water and sewer systems per calendar year ~~with unused connections rolling over to the following year commencing with 2025~~ unless otherwise agreed upon by a writing approved by the City Council and the Developer;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein made, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

**SECTION 1. Obligations and additional recitals of the Parties.**

The recitals listed above are essential terms to this Agreement and are hereby incorporated by reference.

**1.1 General**

Developer shall ensure the Project and Systems conform to local, state and federal regulations at the time of permitting.

To serve the Property and adjacent tracts designated Map & Parcel Numbers: 136 000024 000 and 136 000024 001 (the "Adjacent Tracts") with potable water, the City will require an increase in its groundwater withdrawal permit from EPD. The City's obligations in this Agreement shall terminate if EPD declines to provide the increase needed to provide the Property and Adjacent Tracts with the estimated 730 equivalent residential units they require.

To serve the Property and Adjacent Tracts with sanitary sewer, the City will require funding from a bond. If the bond is not issued for any reason, the City's obligations in this Agreement shall terminate.

If Developer subsequently decides to not develop the Property into a subdivision.

of residential detached single-family residences, the City's obligations under this Agreement shall terminate.

## **1.2 Project Engineer**

Developer has retained a competent professional engineer registered in the State of Georgia ("the Project Engineer") to prepare the engineering design for the Systems.

## **1.3 City's Engineer**

The City shall retain a competent professional engineer registered in the State of Georgia ("the City's Engineer") to perform the reviews and inspections described in this Agreement. The City's Engineer shall not be an employee, partner or co-worker of the Project Engineer, nor shall he or she hold a financial interest in the firm at which the Project Engineer is employed.

## **1.4 Costs**

All design, construction, engineering, inspection, and testing costs, and all other costs of any kind incurred in connection with the design and construction of the Systems, and all costs incurred in complying with the provisions of this Agreement shall be borne by the Developer.

## **1.5 Pre-construction Phase**

Prior to commencement of construction of the Systems, the City's Engineer shall review the plat(s), plans, and any other documents reasonably deemed necessary by the City's Engineer to confirm that the Systems as designed will meet the applicable specifications, regulations, and standards, and that the Systems are designed in accordance with this Agreement. The Project Engineer shall cooperate with the City's Engineer to include providing all documents reasonably requested by the City's

Engineer. If construction of the Systems commences before the City's Engineer has issued written confirmation that the Systems as designed will meet the City's specifications, regulations, and standards, the City's obligations under this Agreement shall terminate and Developer's rights under this Agreement shall be forfeited.

Developer acknowledges and agrees that the Systems described herein shall be designed, sized, and constructed so that they are connectable to and capable of providing adequate pressure and flow to the anticipated residential development on the adjacent tracts designated Map & Parcel Numbers: 136 000024 000 and 136 000024 001 (the "Adjacent Tracts"). Developer warrants that its Project Engineer will cooperate with the owner(s) of the Adjacent Tracts to ensure the Systems are designed, sized and constructed in such a manner to meet the water and sanitary sewer requirements of the Adjacent Tracts.

The Project Engineer shall provide the City's Engineer with the pressure and flow requirements for the potable water portion of the Systems, which requirements shall be adequate to serve the Property and the Adjacent Tracts. The Project Engineer shall provide the City's Engineer with the gallons per minute of sanitary sewer that will be required to serve the Property and the Adjacent Tracts. The City's obligations in this Agreement shall terminate if the City's Engineer determines that the City is unable to provide the necessary potable water pressure and flow requirements or unable to accommodate the required gallons per minute for sanitary sewer service.

Upon the City Engineer's certification that the foregoing requirements set forth in this Section 1.5 have been satisfied, and that any other conditions precedent have been resolved, the City shall provide a reasonable connection point for potable water service to the Property at or near the intersection of Cromley Road and U.S. Highway 80. The

City shall provide a reasonable connection point for sanitary sewer service to the Property at or near to the intersection of Cone Avenue N and U.S. Highway 80.

#### **1.6 Construction Phase**

Developer acknowledges and agrees that it is prohibited from connecting more than 50 residential units to the City water and sewer systems per calendar year.

Developer shall be responsible to provide periodic construction observation on behalf of the Project Engineer during construction of the Systems.

If the location, design or installation of the Systems materially deviates from the items noted on the approved plans and specifications the Developer provided to the City prior to commencement of construction, the Developer shall immediately notify the City's Engineer of the material deviation and shall submit a revised plat(s) to the City's Engineer which reflects the material deviation. Construction of any material deviation shall not proceed until the City's Engineer has issued written confirmation that design of the Systems as modified will meet the City's specifications, regulations, and standards. Developer shall reimburse the City for the cost of the City's Engineer's review of the revised plat(s) described in this paragraph in the amount specified in the City's Fee Schedule. ~~The Systems provided herein shall be connectable to the residential development on the adjacent tracts designated Map & Parcel Numbers: 136-000024-000 and 136-000024-001.~~

#### **1.7 Upon completion of construction**

After construction of the Systems is complete, Developer shall provide to the City a statement from the Project Engineer certifying that the materials and workmanship of the Systems constructed, including without limitation pipes, bedding,

restraints, valves, fire hydrants, manholes, lift station equipment and other related materials and work has been constructed in general accordance with the plans that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, approved by the City's Engineer during the Construction Phase). Upon request of the City or City's Engineer, Final Project Approval shall be contingent upon the Project Engineer's substantiation by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and any other tests reasonably required by the City or City's Engineer if and when these are requested. Such tests shall be included in the Project specifications to include air testing, mandrel test, pressure test and chlorination

Further, after construction of the Systems is complete, Developer shall provide to the City recordable plat(s) in recordable form in a format agreeable to the City showing the location of all public easements and/or rights-of-way owned or to be owned by the City. Developer shall provide separate recordable plats for each Phase. Should the Developer fail to provide the plat(s), the City shall not authorize a building permit or water meter to any property to be served by the Systems, nor will the City accept dedication of the Systems.

**1.8 Dedication for acceptance by the City.**

Upon:

- (a) Developer's completion of construction of the Systems and all related facilities;
- (b) Developer's provision of the bond/security referenced in Sec.



2 of this Agreement;

(c) Developer's provision of "record" drawings per City specifications<sup>2</sup>;

(d) if any portion of the Systems to be dedicated to the City are located in property or rights-of-way not owned by the City, Developer's provision to the City of easements adequate to enable the City to operate and maintain the Systems in perpetuity<sup>2</sup>; ~~easements for water and sewer shall be 15' including areas within the right-of-way and common areas to be dedicated to the City.~~

(e) if any portion of the Systems are located in property or rights of way owned by a government entity other than the City, Developer's provision to the City of written confirmation approved and executed by the governing body of that government entity that the City shall be the owner of the Systems if the City accepts dedication thereof;

(f) Developer's submission to the City of a written request that it accept dedication of the Systems; and

(g) the Projects Engineer's certification:

- i). that the Systems have been constructed in general accordance with the plans(s) that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, during the Construction Phase);
- ii). that the Systems are adequately designed, and conform to the applicable local, state and federal standards,

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<sup>2</sup> Easements for water and sewer shall be 15' including areas within the right-of-way and common areas to be dedicated to the City.

- specifications, and regulations;
- iii). that all documents Developer or the Project Engineer were required to submit under this Agreement have been submitted; and
  - iv.) that the easements are adequate to enable the City to operate and maintain all portions of the Systems to be dedicated to the City,

The Mayor and Council shall, subject to approval of the City's Engineer, enter into a Utility Systems Dedication Agreement with the Developer to accept title to, and assume responsibility for maintenance and operation of, those portions of the Systems that are located within public easements and rights-of-way. The City will only accept dedication of those portions of the Systems that are located within public easements and rights-of-way for which the City has an express, recorded right of access and maintenance, which acceptance shall include all rights, title and interest that the Developer has in the Systems serving the Property and also all easements and/or rights-of-way required for the purpose of operation and maintenance thereof. Nothing in this Agreement shall prohibit the City from accepting dedication of the Systems in phases.

## **SECTION 2. Bond/Security.**

For all of the Systems that Developer seeks to dedicate to the City, it shall provide a bond. The bond shall be available for a one year period from the date on which the City Council ~~approves the final plat~~accepts dedication of that portion of the Systems. In the event any portion(s) of the Systems accepted by the City fails or

malfunctions in any way due to material or workmanship within one year of the City's acceptance of dedication of the same, the City shall have the right to reimbursement of all costs to repair the same through the bond if the failure or malfunction is attributable to the action(s) or inaction(s) of the Developer or its agents, employees, contractors, or subcontractors. Developer shall be liable for reimbursement of all costs not paid through the bond. The Warranty bBond shall be 10% of the value of all dedicated infrastructure. The value shall be approved by the City's Engineer and the bond shall be in the form of cash, Letter of Credit or surety bond from an insurance company having a rating of AA or better.

### **SECTION 3. Term.**

The Developer shall commence construction of the Systems within one year of issuance of a land disturbance permit for this Project, and shall not permit a one (1) year period in which no construction of the Systems ~~occurs~~. Developer shall be in default hereof if it fails to cure same within sixty (60) calendar days following receipt of written notice thereof from the City.

~~The City shall bring water and sewer line with the capacities to service the Project to the property line of the Project at a point mutually agreed upon by City and Developer by January 1, 2026.~~ Provided that the applicable terms of this Agreement have been satisfied, the City shall provide a reasonable connection point for potable water service to the Property at or near the intersection of Cromley Road and U.S. Highway 80, and shall provide a reasonable connection point for sanitary sewer service to the Property at or near the intersection of Cone Avenue N and U.S. Highway 80, on or before August 1, 2026.

**SECTION 4. Fees.**

As development proceeds under the terms of this Agreement, and at the time of issuance of each meter, and as a condition precedent to issuance of the same, Developer shall be charged and shall pay:

- (a) a sanitary sewer capital cost recovery fee for each residential or equivalent residential unit ("ERU") in the amount of (\$7,200.00 per ERU);
- (b) a water capital cost recovery fee for each residential or equivalent residential unit in the amount of (\$1,600.00 per ERU); and
- (c) a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection.

Notwithstanding the foregoing, if, after 4 years from the Effective Date, Developer has not paid fees for all 198 ERU's allocated under this Agreement, the City shall have the right to adjust the sanitary sewer and water capital cost recovery fees, but such adjusted fees shall not exceed the amount charged to properties located within the corporate boundaries of the City of Brooklet. A monthly water and sewer user fee will then apply according to usage and current rates. No water meter will be issued or installed until all applicable fees are paid.

**SECTION 65. No right to reimbursement.**

Developer acknowledges and agrees that to the extent any of the Systems constitute extensions of City water or sewer infrastructure, such extensions will serve the

Property and the ~~adjoining property to the north recently annexed into the City~~, adjacent tracts designated Map & Parcel Numbers: 136 000024 000 and 136 000024 001 (the "Adjacent Tracts"). Therefore, Developer acknowledges and agrees that it shall have no right to reimbursement of its expenditures from the City or from any funds or accounts owned or maintained by the City.

**SECTION 67. Compliance with Laws.**

Developer shall comply with all applicable local, state and federal laws and regulations.

**SECTION 78. Governing Law; Forum Selection.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Bulloch County.

**SECTION 89. Entire Agreement.**

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**SECTION 910. Modification of Agreement.**

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by the Parties to this Agreement.

**SECTION 101. No Waiver.**

The failure of either party to this Agreement to insist upon the performance of any

of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**SECTION 119. Effect of Partial Invalidity.**

If any one or more of the provisions contained herein is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless the intent of this Agreement cannot be carried out in the absence of such provision. In this regard, the provisions of Section 6, titled "No right to reimbursement" is a material provision for which the intent of this Agreement cannot be carried out in its absence.

**SECTION 123. Paragraph Headings.**

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

**SECTION 134. Notices.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the City:	City of Brooklet City Manager 14 W. Lane Street Brooklet, GA 30415
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If to the Developer: Waterford Investment Holdings, Inc.

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**SECTION 145. Indemnity**

Developer acknowledges and agrees that the work it performs under this Agreement is performed by it and those it retains for its sole benefit. Developer therefore covenants not to sue and agrees to hold the City harmless for any claims and damages allegedly incurred as a result of the work contemplated hereunder due to negligence on the part of Developer, including without limitation work associated with the tie-in to existing City water systems and sanitary sewer systems. Developer further covenants and agrees that the City shall not be liable to Developer for any damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

**SECTION 156. Assignment.**

This Agreement may not be assigned or transferred in whole or in part by the Developer unless: (1) the assignee owns the Property and assumes all obligations of Developer under this Agreement; and (2) the City provides prior written approval of the assignment, which approval shall not be unreasonably withheld, conditioned, or delayed. Failure to obtain the City's approval of any assignment of this Agreement shall terminate the City's obligations and shall forfeit the Developer's rights hereunder. Notwithstanding the foregoing, if the City does not act on Developer's written request for approval of an assignment within 45 days of the date such notice is provided, the City shall be deemed to have approved the assignment. ~~provided any Assignee shall own the Property and assume all obligations of Developer under this Agreement.~~

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

**SECTION 167. Construction of Agreement.**

The Parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement therefore shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto set forth in duplicate originals.

MAYOR AND COUNCIL OF CITY  
OF BROOKLET

WATERFORD INVESTMENT  
HOLDINGS, INC.

By: \_\_\_\_\_  
L. W. Gwinnett, Jr., Mayor

By: \_\_\_\_\_  
JASON T. FRANKLIN, President

Attest: \_\_\_\_\_  
Lori Phillips, Clerk

Attest: \_\_\_\_\_  
JOEY COTY, Secretary

[corporate seal]



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books. Each step is explained in detail, with examples and practical advice.

The third part of the document focuses on the preparation of financial statements. It covers the balance sheet, the income statement, and the statement of owner's equity. It explains how these statements are derived from the accounting records and how they provide a comprehensive view of the company's financial health.

The fourth part of the document discusses the importance of internal controls. It explains how internal controls help to prevent errors and fraud, and how they ensure the accuracy and reliability of the financial information. It provides examples of internal controls and discusses how they should be implemented.

The fifth part of the document covers the topic of depreciation. It explains how depreciation is calculated and how it is recorded in the accounting records. It also discusses the different methods of depreciation and how they affect the financial statements.

The sixth part of the document discusses the importance of budgeting. It explains how a budget is prepared and how it is used to control costs and manage the company's resources. It provides examples of budgets and discusses how they should be used.

The seventh part of the document covers the topic of taxes. It explains how taxes are calculated and how they are recorded in the accounting records. It also discusses the different types of taxes and how they affect the company's financial performance.

The eighth part of the document discusses the importance of auditing. It explains how an audit is conducted and how it helps to ensure the accuracy and reliability of the financial information. It provides examples of audits and discusses how they should be conducted.

The ninth part of the document covers the topic of financial ratios. It explains how financial ratios are calculated and how they are used to analyze the company's financial performance. It provides examples of financial ratios and discusses how they should be used.

The tenth part of the document discusses the importance of financial forecasting. It explains how financial forecasts are prepared and how they are used to plan for the future. It provides examples of financial forecasts and discusses how they should be used.

**STATE OF GEORGIA  
CITY OF BROOKLET**

**RESOLUTION # 2024-\_\_**

**A RESOLUTION OF THE CITY OF BROOKLET, GEORGIA TO RESERVE  
SANITARY SEWER TAPS AND TO IMPOSE A LIMITATION ON THE  
NUMBER OF SANITARY SEWER TAPS THAT MAY BE ISSUED PER YEAR**

**WHEREAS**, the City of Brooklet (the “City”) and the surrounding region have experienced rapid residential, commercial, and industrial growth and development during the preceding five years;

**WHEREAS**, it is widely accepted that such growth and development will continue for the foreseeable future;

**WHEREAS**, the City is engaged in efforts to provide sanitary sewer services to customers;

**WHEREAS**, the City anticipates that it will secure 300,000 gallons per day (1,000 equivalent residential units (“ERU’s”)) of sanitary sewer treatment capacity by the year 2026;

**WHEREAS**, it is necessary to manage, monitor, and limit the issuance of new sewer taps to ensure the City is capable of providing services to new developments, and to prevent overflows, backups, and environmental damage;

**WHEREAS**, the City is mindful that aging and poorly maintained septic systems can contaminate groundwater and that sanitary sewer is the preferred means for wastewater management when available;

**WHEREAS**, limiting the number of sewer taps issued per year will allow for the orderly expansion of the City’s sanitary sewer system and will enable the City to provide services to an expanded population;

**WHEREAS**, the limitations imposed by this Resolution are reasonably necessary and in the best interests of the public health, safety, and welfare; and

**WHEREAS**, the interests of the general citizenry of the City shall be served by reserving sewer taps for residential and commercial properties with existing septic systems and by limiting the number of sewer taps that may be issued per year.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING  
AUTHORITY OF THE CITY OF BROOKLET, GEORGIA IN A REGULAR**

**MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY  
THEREOF, AS FOLLOWS:**

**Section 1.** Including any sewer taps allocated pursuant to a valid agreement approved by the City, the City shall issue no more than one hundred (100) sanitary sewer taps per year up to a total of 728 such taps. For purposes of this Resolution, a year will be deemed to begin on the effective date of this Resolution and continue for 365 days thereafter. Further, for purposes of this Resolution, a sanitary sewer tap shall be equivalent to one ERU, which is 300 gallons per day of capacity.

**Section 2.** Notwithstanding the limitation imposed by Section 1 of this Resolution, the City hereby reserves all remaining sanitary sewer capacity, which is currently anticipated to total 272 ERU's, for issuance to applicants who seek sanitary sewer service for a lot of record existing as of the effective date of this Resolution. For purposes of this Resolution, a "lot of record" shall mean a lot which is part of a subdivision properly recorded in the office of the Clerk of the Superior Court of Bulloch County, or a parcel described by metes and bounds, the description of which has been properly recorded in the office of the Clerk of the Superior Court of Bulloch County.

**Section 3.** The limitations imposed by this Resolution shall terminate on the earliest of: (a) five years from the date of this Resolution; (b) the date of any official action by the City Council to terminate this Resolution; or (c) the date on which the City lacks sufficient sanitary sewer capacity to issue taps.

**Section 4.** All ordinances or resolutions in conflict herewith are hereby repealed.

**Section 5.** This Resolution shall become effective immediately upon its adoption by the City Council.

**SO RESOLVED** this \_\_\_\_ day of September, 2024.

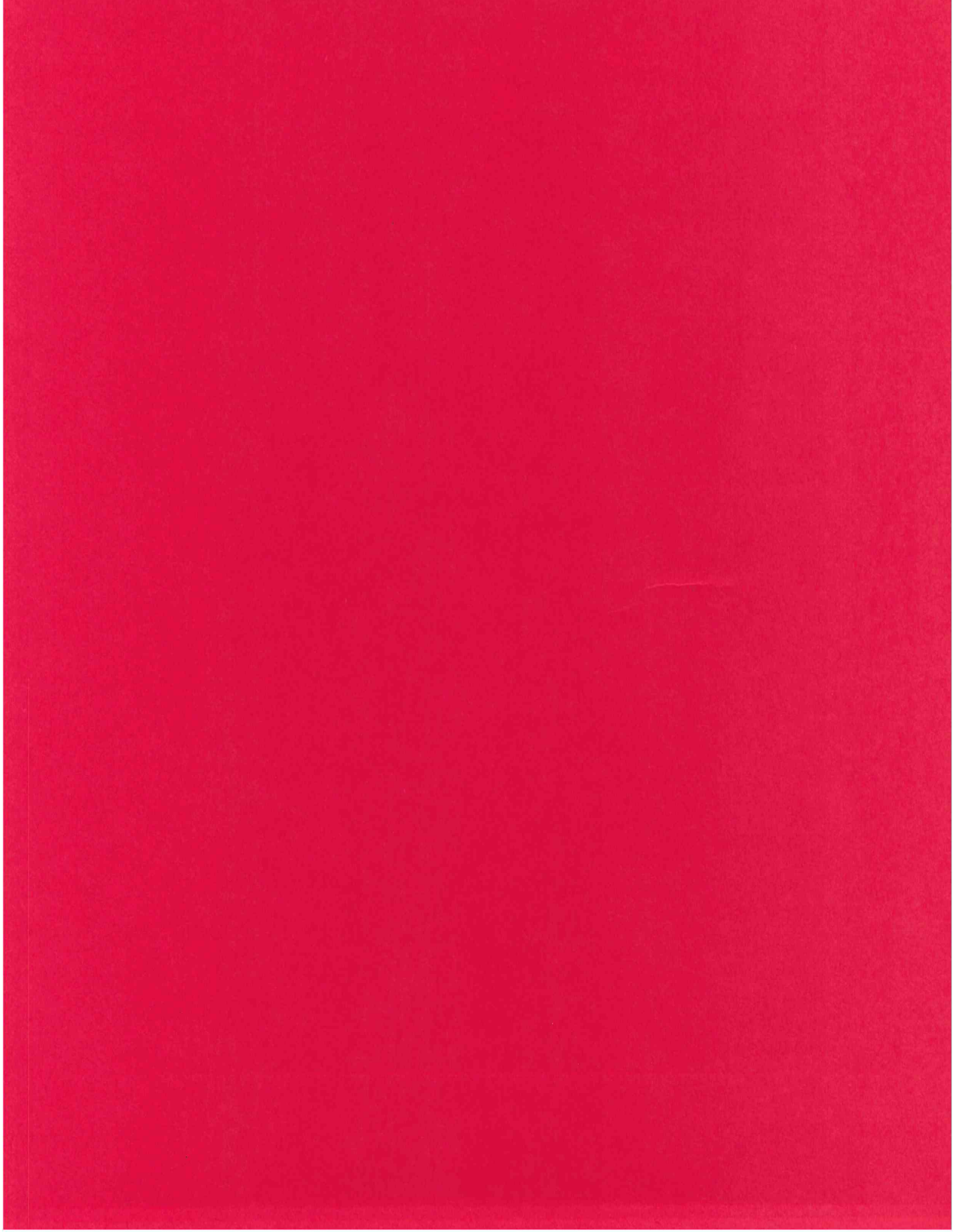
**CITY OF BROOKLET**

\_\_\_\_\_  
L.W. (Nicky) Gwinnett, Jr.  
Mayor

**ATTEST:**

\_\_\_\_\_

Lori Phillips, City Clerk



HMGP 4400 City of Brooklet Total Project Costs

Location	Pre-Award Costs	Shipping and Installation	Generator	Fuel Tank	Concrete Pad for Generator	Fuel for Initial Testing	Facility Transfer Switch and Connections	Total Project Costs	FEMA Share	State Share	Local Share	
II House #1 (50KW Fixed generator)		\$9,318	\$40,368		\$ 350			\$50,036.00	\$37,527.00	\$5,003.60	\$7,505.40	
Generator)		\$9,318	\$33,473		\$ 350			\$43,141.00	\$32,355.75	\$4,314.10	\$6,471.15	
Generator)		\$18,636	\$73,841		\$700			\$93,177.00	\$69,882.75	\$9,317.70	\$13,976.55	
al	\$0			\$0		\$0		\$0	\$93,177.00	\$69,882.75	\$9,317.70	\$13,976.55

Funding Source?

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers. The document also highlights the need for regular reconciliation of accounts to identify any discrepancies early on.

In addition, the document provides a detailed breakdown of the accounting cycle, from identifying the accounting entity to preparing financial statements. It explains how each step contributes to the overall accuracy and reliability of the financial data. The document also includes a section on the importance of internal controls, which are designed to prevent errors and fraud within the organization.

The second part of the document focuses on the practical application of these principles. It provides a series of examples and exercises that illustrate how to record and classify transactions. These examples cover a wide range of business activities, from simple sales to complex transactions involving multiple parties and assets. The document also includes a section on the preparation of journal entries, which are the foundation of the accounting system.

Finally, the document concludes with a summary of the key points discussed throughout the document. It reiterates the importance of accuracy, consistency, and transparency in financial reporting. It also provides a list of resources for further study and a glossary of key terms used throughout the document.



SOLD TO \*\*\* emailed \*\*\*  
 CITYBR CITY OF BROOKLET  
 104 CHRUCH STREET  
 P.O. BOX 67  
 BROOKLET, GA 30415

SHIP TO

JCB HD110WT 20 SN: 2851013 HR 2021.1 W:01  
 Sold By: 574 PO #: PF01184 Date 8/22/24 ESTIMATE PS11130  
 Ship By: Tax #: 9:02:46 PRT: 1 Open

Tax	D	Qty	Description	Price	Amount
Group: 01					
CAUSE:					
Need to be service					
LABOR CUSTOMER					
** TOTAL LABOR CUSTOMER					1020.00
PARTS SERVICE					
00000	1	JCB	32/917804	FILTER-AIR- SA7	40.35
00000	1	JCB	32/917805	FILTER-AIR- SO TOP	36.55
00000	1	JCB	320/A7123	FILTER FUEL SHF BTOP	49.36
00000	1	JCB	320/B4420	FILTER - EN SHF CTOP	26.02
00000	1	JCB	320/A7351	FILTER-D-1- SHF BTOP	75.24
00000	1	JCB	334/D2476	HYDRAULIC R	160.12
00000	8	NAP	AW46	AW46W OIL WH CNR1	50.93
00000	4	JCB	4001/3801U	JCB ADVANCE WH AB1	42.08
** TOTAL PARTS SERVICE					963.40
ENVIRONMENTAL					
00000			ENVIRO/DISPOSAL		45.00
SHOP SUPPLIES					
00000			SHOP SUPPLIES		65.00
TRAVEL TIME					
** TOTAL TRAVEL TIME					112.50

This estimate is an approximation and is not guaranteed.  
 The estimate is based on information provided from the customer and basic diagnostics.  
 Actual parts and labor costs may change once job has commenced.  
 Prior to any changes of cost, the customer will be notified for any additional approvals.  
 Estimate is valid for 30 days.

\*\* SUBTOTAL 2205.90

X  Charge Sale

Phone: (912) 842-2137

PAY THIS AMOUNT  \$2205.90



The first part of the document discusses the importance of maintaining accurate records in a business setting. It highlights how proper record-keeping can help in decision-making, legal compliance, and financial management. The text emphasizes that records should be organized, up-to-date, and easily accessible.

Next, the document addresses the challenges of data management in the digital age. It notes that while digital storage offers convenience, it also introduces risks such as data loss, security breaches, and information overload. The author suggests implementing robust backup strategies and security protocols to mitigate these risks.

The third section focuses on the role of technology in record management. It explores how cloud-based solutions and automation tools can streamline the process of creating, storing, and retrieving records. The text also touches upon the importance of training employees to effectively use these technologies.

Finally, the document concludes by reinforcing the value of a well-maintained record system. It states that consistent record-keeping is not just a bureaucratic requirement but a strategic asset that can provide valuable insights and ensure the long-term success of an organization.



# GEORGIA EQUIPMENT CO

georgiaequipment.com

Dublin · 478-275-0050

Swainsboro · 478-237-5848

Remit all payments to:  
389 W. Meadowlake Pkwy  
Swainsboro, GA 30401

Statesboro · 912-764-5444

3-669266

### INVOICE

Rent Date:	7/31/2024 2:41 PM
Invoice Date:	8/28/2024
Payment Due:	9/10/2024
Order Terms:	Net 10th
PO #:	566
Job #:	
Processed:	8/28/2024 2:40 PM

#### Customer Information

CITY OF BROOKLET  
P.O BOX 67  
Brooklet, GA 30415

Ship VIA	Customer Drivers License	Work Phone #	Cell Phone #					
		(912) 842-2137	(912) 531-4726					
Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name				
29228				BRigdon				
Description	Qty Out	Qty. In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
EXCAVATOR 26 YANMAR DIESEL	1	1	\$220.00	\$775.00	\$2000.00	\$2000.00	<input checked="" type="checkbox"/>	\$2000.00
Item ID: 1806-3 <<< Rental >>>								
Rent Date: 7/31/2024 2:41 PM								
Serial: YMRVIO25JNAJAG774								
Fuel Charges: 0.000 @ \$6.00								
Interval Charges - Out: 593.600 - In: 593.600 - Used: 0.000								
0.000 Units Billed @ \$27.50								
\$0.00								
\$0.00								

<<< CYCLE BILLED FOR 07/31/2024 THROUGH 08/28/2024 >>>

#### Order Notes:

12" bucket  
912-531-4726  
called 8/28 -- need for another 2 weeks

#### Order Terms:

1 DAY/WKD RENTAL = 8 hours running time  
1 WEEK RENTAL = 40 hours running time.  
1 MONTH RENTAL = 120 hours running time.

WEEKEND RENTAL is due in by 9:00AM Monday.  
EACH ADDITIONAL HOUR over the daily rate is 1/8 of the daily rate  
1 MONTH RENTAL = 28 days.

**Renter is responsible for all damages, this includes tires, tracks, hoses, belts, scratches, dents, dings and can be charged to the card on file.**

Customer MUST CALL Georgia Equipment Sales & Rental, Inc/Georgia Equipment Statesboro, for pick-ups and is responsible for the equipment until it is returned or picked up by Georgia Equipment Sales & Rental, Inc/Georgia Equipment Statesboro and a return slip is issued.

Customer is responsible for flat tires, fuel, frequently checking for safety adjustments, maintaining proper fuel levels and greasing equipment.

Customer is responsible for contacting Georgia Equipment Sales & Rental, Inc/Georgia Equipment Statesboro immediately with any problems or if equipment does not function properly.

Equipment with excessive mud and or other debris will be assessed a \$100 cleaning fee.

Georgia Equipment Sales & Rental, Inc/Georgia Equipment Statesboro is not responsible for time not used due to weather and full rental rate will be paid by the customer.

OSHA Compliance Because Lessor has no control of the use of the rented items, Lessor specifically disclaims liability for non-compliance with any Occupational Safety & Health Administration Act ("OSHA") Requirements

Liability Insurance: Georgia Equipment Sales & Rental Inc/Georgia Equipment Statesboro may require proof of insurance for the time the Lessee has possession of the rented items

IF OTHER THAN LESSEE, SIGNER REPRESENTS HE IS AGENT OF AND AUTHORIZED TO SIGN FOR LESSEE.

BY SIGNING THIS AGREEMENT CUSTOMER IS AGREEING TO LET GEORGIA EQUIPMENT SALES & RENTAL, INC OR GEORGIA EQUIPMENT STATESBORO CHARGE ANY AND ALL INCIDENTAL CHARGE PURSUANT TO THE TERMS AND CONDITIONS TO THE CREDIT CARD NUMBER PROVIDED BY CUSTOMER.

GOVERNING LAW & JURISDICTION: This Agreement shall be subject to, construed and interpreted under the laws of the State of Georgia without regard to its conflicts of laws and provisions. I understand that I, am responsible for the entire account. I shall pay all monies to Georgia Equipment Sales & Rental or Georgia Equipment Statesboro.

I hereby certify that I have read and received a completed copy of this agreement and all its provisions. (located on the back)

X

Customer Signature

Customer Name (Printed)

Date

HOURS:  
Monday - Friday 7:30am - 5:00pm  
Saturday 7:30am - Noon  
Closed Sundays



Rental Charges:	\$2,000.00
Delivery Charges:	\$25.00
Rental Surcharge:	\$200.00
Sub Total:	\$2,225.00
Tax:	\$0.00
Order Total:	\$2,225.00
Amount Paid:	\$0.00
Amount Due:	\$2,225.00

Tax Exempt ID: CITY



# GEORGIA EQUIPMENT CO

georgiaequipment.com

Dublin · 478-275-0050

Swainsboro · 478-237-5848

Remit all payments to:  
389 W. Meadowlake Pkwy  
Swainsboro, GA 30401

Statesboro · 912-764-5444

3-669266-2

### INVOICE

Rent Date:	8/28/2024 7:30 AM
Return Date:	9/10/2024 4:49 PM
Invoice Date:	9/10/2024
Payment Due:	10/10/2024
Order Terms:	Net 10th
PO #:	566
Job #:	
Processed:	9/10/2024 4:51 PM

#### Customer Information

CITY OF BROOKLET  
P.O BOX 67  
Brooklet, GA 30415

Ship VIA	Customer Drivers License	Work Phone #	Cell Phone #					
		(912) 842-2137	(912) 531-4726					
Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name				
29228				BRigdon				
Description	Qty Out	Qty. In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
EXCAVATOR 26 YANMAR DIESEL Item ID: 1806-3	1	1	\$220.00	\$775.00	\$2000.00	\$1550.00	<input checked="" type="checkbox"/>	\$1550.00
			<-- Rental -->					
Rent Date: 8/28/2024 7:30 AM			Return Date: 9/10/2024 4:49 PM					
Serial: YMRVIO25JNAJAG774								
Fuel Charges: 0.000 @ \$6.00						\$0.00		
Interval Charges - Out: 593.600 - In: 603.600 - Used: 10.000			0.000 Units Billed @ \$27.50			\$0.00		

#### Order Notes:

12" bucket  
912-531-4726  
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I hereby certify that I have read and received a completed copy of this agreement and all its provisions. (located on the back)

X \_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Customer Name (Printed)

\_\_\_\_\_  
 Date

HOURS:  
 Monday - Friday 7:30am - 5:00pm  
 Saturday 7:30am - Noon  
 Closed Sundays



Rental Charges:	\$1,550.00
Rental Surcharge:	\$155.00
Sub Total:	\$1,705.00
Tax:	\$0.00
Order Total:	\$1,705.00
Amount Paid:	\$0.00
Amount Due:	\$1,705.00

Tax Exempt ID: CITY

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers. The text suggests that a consistent and thorough record-keeping system is essential for identifying trends, managing cash flow, and providing a clear picture of the organization's financial health to stakeholders.

In addition, the document highlights the need for transparency and accountability. By providing detailed records, management can demonstrate to investors, creditors, and other interested parties that the organization is operating in a responsible and ethical manner. This transparency is particularly important in today's business environment, where stakeholders are increasingly concerned about the financial practices of the companies they invest in or do business with.

Furthermore, the text discusses the role of technology in modern record-keeping. It notes that while traditional methods like ledgers and journals were once the standard, the advent of computerized accounting systems has revolutionized the process. These systems allow for faster data entry, easier retrieval of information, and the ability to generate complex reports and analyses with just a few clicks. However, it also cautions that while technology can streamline the process, it does not eliminate the need for human oversight and accuracy.

Finally, the document touches upon the legal and regulatory requirements surrounding financial record-keeping. It mentions that various jurisdictions have specific laws and regulations that dictate how financial records must be maintained, stored, and audited. Organizations must be aware of these requirements to avoid potential legal consequences and ensure compliance with industry standards.

Terry Mikell Concrete LLC. (912) 512-0110  
358 Clifton Rd  
Statesboro Ga 30458

City of Brooklet Ga

Job Location: Railroad St

10'x4' remove cement and pour back

125'x4' " Cement and pour back  
to level of road

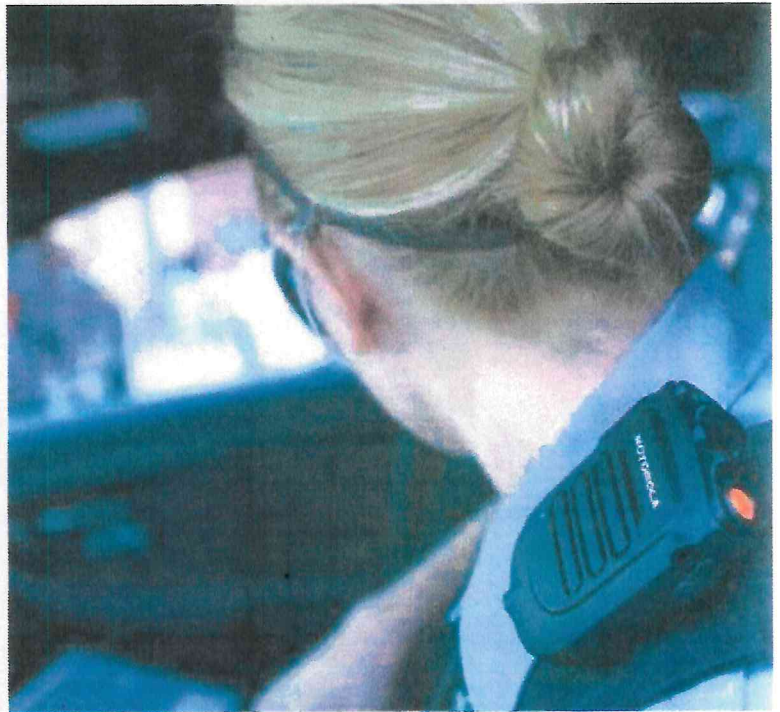
40' pour back 6" deep

6x7 Header wall ground drain  
10x5 Corner of railroad St. and Julius St.  
40x4

Total \$5,100.00

Email: terry.mikell@f-150@gmail.com

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. The second part covers the various methods used to record transactions, including the double-entry system and the use of journals and ledgers. It also discusses the importance of regular reconciliations to identify and correct any errors. The third part of the document deals with the classification of transactions into different accounts, such as assets, liabilities, and equity. It explains how these transactions affect the accounting equation and how they are recorded in the general ledger. The fourth part discusses the preparation of financial statements, including the balance sheet, income statement, and statement of cash flows. It provides a step-by-step guide to the process, from gathering the data to the final presentation of the statements. The fifth part of the document covers the importance of internal controls and how they can be used to prevent and detect errors and fraud. It discusses the various types of internal controls, such as segregation of duties, authorization, and physical controls. The sixth part of the document discusses the role of the auditor and the importance of an independent audit. It explains the different types of audits and the scope of the auditor's work. The seventh part of the document discusses the importance of ethical behavior in accounting and the role of the accounting profession. It provides a list of ethical principles and standards that accountants should follow. The eighth part of the document discusses the importance of staying up-to-date on changes in accounting standards and regulations. It provides a list of resources for staying current in the field. The ninth part of the document discusses the importance of communication skills in accounting and how they can be used to effectively convey financial information to management and other stakeholders. The tenth part of the document discusses the importance of teamwork and collaboration in accounting and how they can be used to improve the efficiency and accuracy of the accounting process. The final part of the document provides a summary of the key points discussed and offers some final thoughts on the importance of accounting in business.



## BROOKLET POLICE DEPT

Brooklet PD - (1) M500 + Access Point

09/03/2024

09/03/2024

BROOKLET POLICE DEPT  
PO BOX 67  
BROOKLET, GA 30415

RE: Motorola Quote for Brooklet PD - (1) M500 + Access Point  
Dear Nickki Garman,

Motorola Solutions is pleased to present BROOKLET POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BROOKLET POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Killian Kring at [KILLIAN.KRING@motorolasolutions.com](mailto:KILLIAN.KRING@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Killian Kring



Billing Address:  
 BROOKLET POLICE DEPT  
 PO BOX 67  
 BROOKLET, GA 30415  
 US

Quote Date:09/03/2024  
 Expiration Date:12/02/2024  
 Quote Created By:  
 Killian Kring  
 KILLIAN.KRING@  
 motorolasolutions.com

End Customer:  
 BROOKLET POLICE DEPT  
 Nickki Garman  
 nickki.garman@brookletga.us  
 (912) 842-9911

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	M500					
1	WGB-0700A	VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/PASSENGER CAM*	1	\$7,143.75	\$5,715.00	\$5,715.00
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT	1	\$410.00	\$328.00	\$328.00
3	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1	\$250.00	\$200.00	\$200.00
4	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1	\$25.00	\$20.00	\$20.00

**Grand Total** **\$6,263.00(USD)**

### Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

## M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
  - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.



- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.





# McLaggan Communications & Radar Service Inc.

70 Giddens Rd.  
Hahira, GA 31632

Phone # 2298968205  
Fax # 229-896-2235

# Estimate

Date	Estimate #
8/13/2024	6520

Customer
Brooklet Police Department PO Box 6 Brooklet, GA 30415

Item	Description	Qty	Rate	Total
ALGT53J-P2LC	Dodge Durango (Patrol Unit) 53" Allegiant Lightbar, Dual Color, Blue/White Front, Blue/Amber Rear, Clear domes	1	1,689.00	1,689.00
PW100	Pathway PW100 Siren Pkg (Includes PW100, ES100C Spkr, and Universal Spkr Bracket)	1	679.00	679.00
MPS62U-**	MicroPulse Ultra 6 - Color: Blue (2 on front and one on either side of pushbumper, 2 on tag)	6	109.00	654.00
416910Z	Corner LED - (2 on reverse lights)	2	75.00	150.00
425-6706	Durango 2021+ DGS/Max Depth Contour Console (16" FP)	1	529.00	529.00
425-3704	ABS Dual Cup Holder Faceplate Mount	1	49.00	49.00
425-0029	Armrest, Tall Rear Mounted	1	75.00	75.00
425-3692	Raised Microphone Bracket	1	15.00	15.00
BR-930	3 Hole Cig Plug	1	18.00	18.00
475-0965	Durango 14+ Space Creator Partition- High Security/High Visibility	1	790.00	790.00
475-8848	Lower Extension Panels for 475-0965	1	90.00	90.00
475-0822	Prisoner Cargo Barrier	1	495.00	495.00
NSR-9924XL	Xtreme Lumens Polymer Multi-Function Rechargeable Flashlight	1	159.00	159.00
GRH-5202T-2L72	Dodge, Durango, 2021+ Push Bumper, LR Series Push Bumper	1	529.00	529.00
GRH-5202WHDT	Dodge Durango, 21+ Heavy Duty Wraparound Brush Guards	1	499.00	499.00
NMOKHFUD25	Antenna cable, 9-6000 MHZ 25 FT	1	25.00	25.00
QW-152	152-162 Mhz chrome quarter wave antenna	1	12.00	12.00
38332	mini UHF male crimp-RG58	1	4.00	4.00
WTINT-2	Tint 2 Front Windows	1	110.00	110.00
graphics package	graphics package for car - non reflective	1	750.00	750.00
Misc Install Parts	wire, connectors, fuses, fuse holders, loom, screws, bolts, misc materials (Coax and RF connectors not included)	1	75.00	75.00
Install	Install labor -Install equipment listed above as well as agency provided radio, radar, and Moto M500 in-car video <b>4 RE</b>	1	1,750.00	1,750.00
All credit card transactions will be subject to a 3.99% transaction fee.		<b>Subtotal</b>		\$9,146.00
		<b>Sales Tax (0.0%)</b>		\$0.00
		<b>Total</b>		\$9,146.00

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every sale, purchase, and payment must be properly documented to ensure the integrity of the financial statements. This includes recording the date, amount, and purpose of each transaction, as well as the names of the parties involved.

The second part of the document provides a detailed overview of the accounting cycle. It outlines the ten steps involved in the process, from identifying and analyzing transactions to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts. The cycle is presented as a continuous loop that repeats every month, ensuring that the books are always up to date.

The third part of the document focuses on the classification of accounts. It explains how to distinguish between assets, liabilities, and equity accounts, and how to further categorize them into current and non-current items. This classification is essential for preparing the balance sheet and understanding the company's financial position.

The fourth part of the document discusses the importance of adjusting entries. It explains how these entries are used to correct errors and ensure that the financial statements accurately reflect the company's performance. Examples are provided for common adjusting entries, such as depreciation, amortization, and accruals.

The fifth part of the document provides a comprehensive overview of the financial statements. It explains the purpose and components of the income statement, balance sheet, and statement of cash flows. Each statement is analyzed in detail, showing how they are prepared and how they relate to each other.

The sixth part of the document discusses the importance of internal controls. It explains how these controls are designed to prevent and detect errors and fraud, and how they can be used to improve the efficiency of the accounting process. Examples are provided for common internal controls, such as segregation of duties and authorization requirements.

The seventh part of the document provides a detailed overview of the accounting process. It explains how to set up the accounting system, how to record transactions, and how to prepare financial statements. This part of the document is intended to provide a practical guide for anyone who is new to accounting.

The eighth part of the document discusses the importance of ethics in accounting. It explains how accountants are expected to act with integrity and honesty, and how they can avoid conflicts of interest. Examples are provided for common ethical dilemmas, such as reporting errors and handling confidential information.

The ninth part of the document provides a detailed overview of the accounting profession. It explains the requirements for becoming a certified public accountant (CPA), the role of accountants in the business world, and the various career opportunities available in the field.

The tenth part of the document provides a detailed overview of the accounting industry. It explains the current trends in the industry, the challenges that accountants face, and the opportunities for growth. This part of the document is intended to provide a comprehensive overview of the accounting profession for anyone who is considering a career in this field.

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that the health care system is able to meet the needs of this population. The Department of Health (2000) has set out a strategy for the health care system, which includes a commitment to improve the health and well-being of older people.

The Department of Health (2000) has set out a strategy for the health care system, which includes a commitment to improve the health and well-being of older people. The strategy is based on the following principles:

- To ensure that older people have access to the same quality of health care as younger people.
- To ensure that older people are able to live independently for as long as possible.
- To ensure that older people are able to participate in decisions about their care.
- To ensure that older people are able to live in their own homes for as long as possible.

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September 4, 2024

MEMO

TO: All City Employees

FROM: City Manager

SUBJECT: Bids/Quotes/Proposals

The Georgia Records Retention Act requires that all bids/quotes/proposals must be retained for a minimum of 3 years before the City is allowed to dispose of them. Therefore, all City bids/quotes/proposals must be in writing. Not following this Act is a violation of Georgia law.

All contractor bids/quotes/proposals must include the scope of work.

The first part of the document discusses the importance of maintaining accurate records of all transactions. This includes not only sales and purchases but also the flow of cash and the collection of receivables. It is essential to have a clear understanding of the company's financial position at all times.

The second part of the document focuses on the management of working capital. This involves ensuring that there is enough cash on hand to cover the company's operating expenses. It also includes strategies for managing inventory and accounts receivable to optimize the use of capital.

The third part of the document addresses the financing of the company's operations. This includes identifying the sources of capital, such as bank loans, lines of credit, and equity financing. It also discusses the terms and conditions of these financing arrangements and how they can be used to support the company's growth.

The fourth part of the document discusses the importance of budgeting and financial forecasting. This involves setting financial goals and developing a plan to achieve them. It also includes techniques for monitoring the company's performance against the budget and making adjustments as needed.

The fifth part of the document discusses the role of the financial manager in the company. This includes identifying the key responsibilities of the financial manager and the skills and qualifications needed to perform these responsibilities effectively.