

AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
January 27, 2026
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes which will be strictly followed and enforced. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

1. Receive comments regarding a request for a special use permit for a Personal Care Home in Medium Density Residential for property located at 208 West Chappell Street. *Director of Planning & Development, Michelle Haynes, will address.*

CONSENT AGENDA

2. Consider the minutes of the City of Griffin Board of Commissioners' Called Joint Meeting with Spalding County and the City of Orchard Hill on January 12, 2026.
3. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on January 13, 2026.
4. Consider adoption of the restated Plan for the City of Griffin's 401(a): 457 Retirement Plan administered by Voya Financial (previously OneAmerica). *Human Resources Director, Stephanie Woods, will address.*

REGULAR AGENDA

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

5. Consider a request for a special use permit for a Personal Care Home in Medium Density Residential for property located at 208 West Chappell Street. *Director of Planning & Development, Michelle Haynes, will address.*
6. Consider the purchase of 10 Zoll AED Pro Semi-Auto units, 10 battery packs, 2 cases of adult electrodes, and 10 pediatric electrodes from Zoll Medical Corporation, single source, in the amount of \$33,358.50. *Fire Chief John Hamilton will address.*
7. Consider a contract for preventative maintenance of the sludge dryer propane burner from Stelter & Brinck,

Ltd., sole source, in the amount of \$2,975.00 for the Sludge Management Facility. *Director of Water and Wastewater, Brandon Lewis, will address.*

8. Consider an amendment to the contract for Construction Manager At Risk for the Shoal Creek Water Pollution Control Plant Expansion Phase 1 work from Crowder Construction Company, best responsive bidder, in the not to exceed amount of \$2,249,842.00. *Director of Water and Wastewater, Brandon Lewis, will address.*
9. Consider resolution to adopt proposed changes to the City of Griffin Consolidated Fee Schedule, last updated September 2025. *City Manager, Jessica O'Connor, will address.*
10. Commissioners to appoint an At-Large Member to the Griffin-Spalding Area Transportation Committee for an annual term to expire 12/31/26.
11. Consider a claim for alleged False Arrest of Willie Garrett Hill, Sr., based upon Ante Litem Notice, dated November 7, 2025, from Wiggins Law Group, seeking Offer of Compromise in the amount of \$100,000.00. *City Attorney Drew Whalen will address,*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request for a special use permit for a Personal Care Home in Medium Density Residential for property located at 208 West Chappell Street. *Director of Planning & Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Suzette Brown, is seeking approval of a Special Use Permit for a personal care home at 208 West Chappell Street. The purpose of the request is to provide safe, supportive, and supervised residential care for up to six (6) adults who are unable to live independently due to age, disability, or other similar conditions. The proposed home will have a family-like environment with 24-hour trained staff who will assist with daily living activities, medication management, and personal care - all in full compliance with the Georgia Department of Community Health (DCH) regulations. A Special Use Permit would allow this type of facility and service. This parcel is in the Medium Density Residential (MDR) zoning district.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (25-SUP-01) requested by Suzette Brown to allow for a personal care home located at 208 West Chappell Street.

Since there was not a quorum for the Planning and Zoning Board meeting on Monday January 12, 2026, only staff recommendation is forwarded to the Board of Commissioners for review and consideration.

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

FINANCIAL IMPACT:

N/A

Submitted By:

Michelle Haynes

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

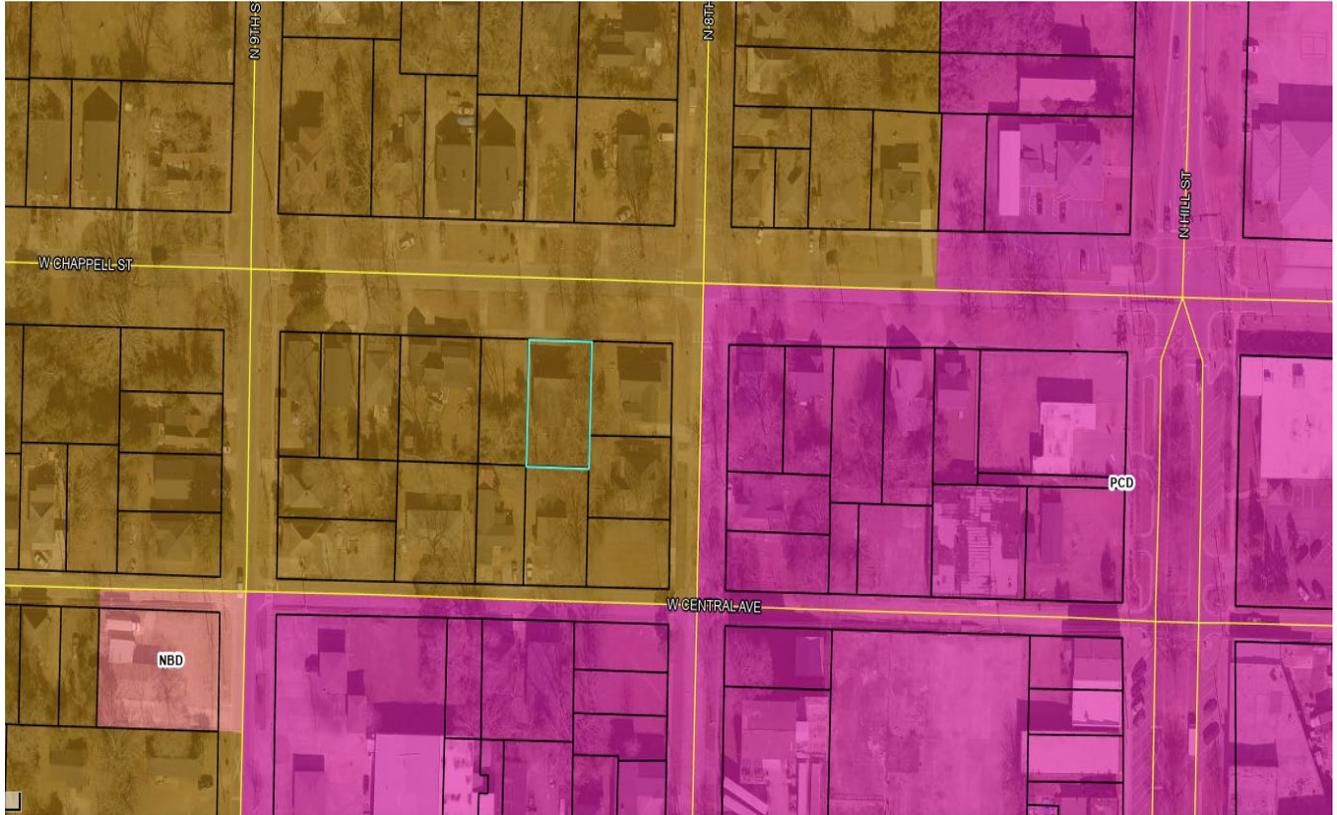
ATTACHMENTS:

[208 W Chappell St SU Staff Report.pdf](#)

[Application; 208 W Chappell St.pdf](#)

208 West Chappell Street
Special Use Permit Request
File No. 25-SUP-01

Applicant: Suzette Brown
Owner: Chappell Stone, LLC



Land Use Classification	Residential
Current Zoning	Medium Density Residential
Proposed Use	Residential – Personal Care Home
Parcel Size	.16 +/- Acres
Tax Map, Block and Lot No.	012 22004
Planning and Zoning Board	Ann Dukes District 2
City Commission	Rose Curtis District 2
Citizen Notification	Legal notice was run in the December 27, 2025, edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on December 23, 2025.

Proposal:

The applicant, Suzette Brown, is seeking approval of a Special Use Permit for a personal care home at 208 West Chappell Street. The purpose of the request is to provide safe, supportive, and supervised residential care for up to six (6) adults who are unable to live independently due to age, disability, or other similar conditions. The proposed home will have a family-like environment with 24-hour trained staff who will assist with daily living activities, medication management, and personal care - all in full compliance with the Georgia Department of Community Health (DCH) regulations. A Special Use Permit would allow this type of facility and service. This parcel is in the Medium Density Residential (MDR) zoning district.



Zoning Ordinance Sections applicable to this Application:

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

- | | |
|---------------|------------------------------|
| Article 406 | Special Use Permit Provision |
| Article 408 | Public Hearing |
| Article 503 E | Personal Care Home |
| Article 708 | Medium Density Residential |

Article 406 Special Uses:

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

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

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

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

FINDINGS: The dwelling, which is 1936 square feet, will consist of four (4) bedrooms and two (2) bathrooms. Per the applicant, there may be up to six (6) residents at one time. Ms. Brown will not live at this location; however, 24-hour around the clock awake care will be provided. Such care may consist of meals, education, medical needs, and other daily needs the residents may require. Per Article 503 E, each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

- (1) Minimum Structure Size: one thousand five hundred (1,500) heated square feet;
- (2) No more than two (2) residents occupying a private living space. "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the structure;
- (3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;
- (4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;
 - (a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

- (5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;
- (6) Issuance of an occupational tax certificate for the facility from the City of Griffin.

The size of the house and the number of residents are in compliance with Article 503 E. There are four bedrooms; therefore, a maximum of eight (8) residents are allowed per Article 503 E 2. There is a small driveway where staff and / or visitors may park. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

3. GENERAL COMPATIBILITY OF THE PROPOSED SPECIAL USE WITH ADJACENT PROPERTIES AND OTHER LAND USES IN THE GENERAL AREA.

FINDINGS: The applicant's proposed use as a personal care home is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street and is surrounded by residential uses and undeveloped property.

4. THE PROPOSED USE WILL NOT CONSTITUTE A NUISANCE OR HAZARD OR OTHERWISE ADVERSELY AFFECT THE PUBLIC INTEREST BECAUSE OF THE NUMBER OF PERSONS WHO MAY NORMALLY BE EXPECTED TO USE SUCH FACILITY OR TYPE OF PHYSICAL ACTIVITY.

FINDINGS: The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility.

5. AFTER CONSIDERATION OF THE APPLICATION AND THE FACTS, AND THE STANDARDS FOR EXERCISING ZONING POWER CONTAINED IN SECTION 405, THE BOARD OF COMMISSIONERS MUST DETERMINE THAT THE STANDARDS ARE SATISFIED SUCH THAT THE BENEFITS OF AND NEED FOR THE PROPOSED SPECIAL USE OUTWEIGH ANY POSSIBLE HARMFUL EFFECTS, NEGATIVE IMPACTS, OR DAMAGES TO THE NEIGHBORING PROPERTIES OR THE CITY IN GENERAL. IN MAKING THIS DETERMINATION, THE BOARD OF COMMISSIONERS MAY CONSIDER THE EFFECTS OF THE PROPOSED USE ON TRAFFIC FLOW, PUBLIC INFRASTRUCTURE AND SERVICES, AVAILABILITY OF OFF-STREET PARKING, HOURS AND MANNER OF OPERATION OF PROPOSED USE, OUTDOOR LIGHTING, SIGNAGE, INGRESS AND EGRESS OF THE PROPERTY, THE PEACEFUL ENJOYMENT OF PRIVATE PROPERTY IN THE COMMUNITY, AND OTHER RELEVANT FACTORS.

FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There are proper ingress and egress at this location and the use should not affect traffic flow.

All parking is off-street and there is no proposed signage. Emergency vehicles will have easy access to the location and building should the residents require emergency services.

6. THE APPLICANT MUST MEET ALL SPECIFIC REQUIREMENTS ESTABLISHED IN THIS ORDINANCE FOR THE PARTICULARIZED SPECIAL USE REQUESTED, INCLUDING DESIGN TREATMENTS REQUIRED BY ARTICLE 5 AND 6.

FINDINGS: The request for a Special Use Permit to allow a personal care home is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, Suzette Brown, is seeking approval of a Special Use Permit for a personal care home at 208 West Chappell Street. The purpose of the request is to provide safe, supportive, and supervised residential care for up to six (6) adults who are unable to live independently due to age, disability, or other similar conditions. The proposed home will have a family-like environment with 24-hour trained staff who will assist with daily living activities, medication management, and personal care - all in full compliance with the Georgia Department of Community Health (DCH) regulations. A Special Use Permit would allow this type of facility and service. This parcel is in the Medium Density Residential (MDR) zoning district.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** for the Special Use Permit (25-SUP-01) requested by Suzette Brown to allow for a personal care home located at 208 West Chappell Street.

Submitted by:

Michelle Haynes, Director
Planning and Development Services

12689



**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE**

Date Received: 11-14-25

Application Number: 25-SUP-01

Instructions for Applicant:

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

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

Special Use Application Submission Requirements:

1. Complete Special Use Application
2. Complete Special Use Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial \$400.00/Residential \$350.00

CITY ACTIONS:

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

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



PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 11-14-25 Application Number: 25-SUP-01

Applicant/Agent/Representatives Name: Chappell Stone LLC

Address: 208 W Chappell Street

City: Griffin State: GA Zip: 30223

Telephone Number(s): [Redacted] Email: [Redacted]

Project Name/ Description: Chappell Stone Village

Address: 208 W Chappell Street Griffin GA 30223

Parcel Number(s): 012-22004 Current Zoning: MDR Parcel(s) Size: 0.16 acres

FLUM/Character Area Suburban Unified Development Code Section: Article 108 B

Property Owner Name: Chappell Stone LLC / Suzette Brown

Address: 1304 Darian Lane

City: Lorust Grove State: GA Zip: 30248

Telephone Number(s): [Redacted] Email: [Redacted]

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

Suzette Brown
Applicant Signature

Suzette Brown
Printed Name

11/14/2025
Date



**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE**

Date Received: 11-14-25

Application Number: 25-SUP-01

The following information must be submitted with the Special Use Application:

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



**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE**

Date Received: 11-14-25

Application Number: 25-SUP-01

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

1. State how the request will not be detrimental to the use or development of the adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.
2. State how the request will not adversely affect existing property and uses and if/how it can be placed on a lot of sufficient size to satisfy the space requirements for the use.
3. Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.
4. State how will the proposed use not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity.
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, indicate how the Board of Commissioners can determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the Board of Commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lightning, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.
6. Indicate how all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6 are met.



PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 11-14-25

Application Number: 25-SUP-01

OWNER'S AUTHORIZATION

This is to certify that: Suzette Brown is the Property Owner or Legal Representative of the Owner holding interest in the property that is the subject of the attached application.

By execution of this form, authorization is given to the person named as "Applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following.

- Rezoning
- Variance
- Special Use
- Development Plan
- Plat Approval
- Temporary Use

Applicant Name: Chappell Stone LLC

Suzette Brown
Property Owner Signature

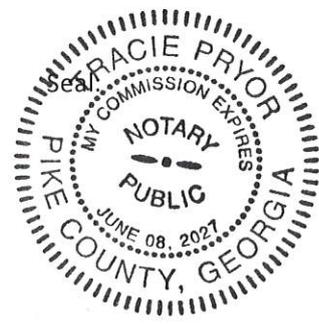
Suzette Brown
Printed Name

11/14/2025
Date

Legal Representative Signature Printed Name Date

[Signature]
Notary Signature

Commission Expiration Date: June 8, 2027





PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 11-14-25

Application Number: 25-SUP-01

CONFLICT OF INTEREST DISCLOSURE

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

Yes

No

If yes, please complete the following section:

- Name and position of Government Official:

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

Suzette Brown
Applicant Signature

Suzette Brown
Printed Name

11/17/2025
Date

Application for Special Use

Date: November 13, 2025

To:
City of Griffin Planning and Development Department
Attn: Board of Commissioners
100 South Hill Street
Griffin, Georgia 30223

Subject: Justification for Special Use Permit Request – Personal Care Home at 208 W Chappell Street, Griffin, GA 30223

Dear Members of the Board of Commissioners,

On behalf of Chappell Stone Village, I respectfully submit this justification in support of a Special Use Permit to operate a Personal Care Home located at 208 W Chappell Street, Griffin, Georgia 30223.

The purpose of this request is to provide safe, supportive, and supervised residential care for up to five (5) adults who are unable to live independently due to age, disability, or similar conditions. The proposed home will function in a family-like environment with 24-hour trained staff providing assistance with daily living activities, medication management, and personal care — all in full compliance with the Georgia Department of Community Health (DCH) regulations.

The following narrative demonstrates that the proposed Personal Care Home meets or exceeds all applicable standards outlined in the City of Griffin Zoning Ordinance, including Articles 5 and 6, and satisfies the criteria for Special Use approval.

Respectfully submitted,

Suzette Brown
Program Director/Owner
Chappell Stone Village
208 W Chappell Street
Griffin, Georgia 30223

[REDACTED]
[REDACTED]

1. Completed application form

In summary, the requested use will complement the surrounding neighborhood, maintaining its residential integrity while providing a needed community service. The operation will not adversely affect neighboring property values, public health, safety, or welfare.

2. Detailed description of existing land uses on all contiguous property

The subject property at **208 W Chappell Street, Griffin, GA 30223 (Parcel 012-22004)** is surrounded primarily by established residential uses on all sides. The immediate context is characterized by small-lot single-family dwellings with typical in-town setbacks and driveways, consistent with the neighborhood pattern along West Chappell Street.

- **North (Parcel 012-22004A):** Adjoining parcel developed with a single-family residence fronting West Chappell Street. The home is set back from the street with a maintained front yard and private driveway.
- **South (Parcel 012-22003):** Contiguous parcel to the rear of the subject property developed with a single-family home and associated yard area. No commercial or institutional uses are present.
- **East (Parcel 008-12005):** Adjacent parcel containing a detached single-family dwelling with accessory yard improvements. The property is similar in character to the subject site and other nearby residences.
- **West (Parcel 012-22005):** Adjoining parcel improved with a detached single-family dwelling and driveway. The property maintains residential use consistent with the surrounding neighborhood pattern.

Overall, all contiguous parcels are residential in nature, with detached homes on individual lots. The surrounding context represents a stable, low-intensity residential block along West Chappell Street. The proposed special use would therefore occur within an established residential environment.

3. Location of property: 208 W Chappell Street, Griffin, 30223

4. Boundary plat, prepared with Georgia Plat Act: Advised not needed

5. Site Plan Drawn to scale showing: Provided by City of Griffin – Michelle Haynes

6. Spalding County Tax Map, Block and Lot number

208 W Chappell St., Griffin, GA 30223 (Parcel ID 012-22004):

- Parcel ID / Tax Parcel Number: 012-22004
- Lot number (as listed in the property listing): *Lot 145*
- I was **not able** to locate a publicly-listed “Block” or separate “Tax Map / Block” number in the sources I reviewed.

7. Zoning district classification: Residential Medium Density Residential (MDR) (MDR)
8. Name and address of owner: Suzette Brown, 1304 Darian Lane, Locust Grove, GA 30248
9. Area of Land of the property – square feet: 6,969.6 sq feet / 0.16 acres
10. Date: November 13, 2025
11. N/A
12. Documentation supporting request: see below

Justification for Special Use Permit – Personal Care Home

1. Impact on Adjacent Properties and Neighborhood

The proposed Personal Care Home will not be detrimental to the use or development of adjacent properties or to the neighborhood as a whole. The operation will preserve the residential character of the area and will be consistent in scale, appearance, and function with surrounding single-family dwellings. Specific measures to ensure compatibility include:

- **Residential Character Maintained:**
The property will retain its current exterior design and landscaping. No commercial signage, lighting, or alterations inconsistent with the residential setting will be introduced. The home will appear indistinguishable from neighboring residences.
- **Minimal Traffic and Noise:**
The number of residents will be limited in accordance with local zoning and state licensing requirements (a maximum of five residents). As such, traffic generation will be similar to that of a single-family home, limited to staff shift changes, occasional visitors, and service vehicles. Activities within the home will occur indoors, ensuring minimal noise or disruption to neighbors.
- **Adequate Parking and Access:**
The property provides sufficient off-street parking for staff and visitors. Driveway use will comply with local traffic and safety standards to prevent any congestion or obstruction of public streets.
- **Property Maintenance and Appearance:**
The home will be well-maintained, with regular landscaping and upkeep to meet neighborhood standards. This ensures continued compatibility and contributes positively to neighborhood aesthetics and property values.
- **Community Stability and Safety:**
Residents will be carefully screened and supervised 24 hours a day by trained and licensed staff. The home will adhere to all state health, fire, and safety codes. This high

standard of care and oversight will help ensure a safe and stable environment, free from nuisances or disturbances.

- **Encouragement of Inclusive Neighborhoods:**

The Personal Care Home supports the City's goal of fostering inclusive and supportive neighborhoods where residents of all ages and abilities can live in dignity. The home will integrate seamlessly into the community, promoting social responsibility and compassion without placing undue burden on local infrastructure or services.

In summary, the requested use will complement the surrounding neighborhood, maintaining its residential integrity while providing a needed community service. The operation will not adversely affect neighboring property values, public health, safety, or welfare.

2. Effect on Existing Properties and Lot Suitability

The Personal Care Home will not adversely affect existing properties or their current uses and is located on a lot of sufficient size and configuration to accommodate the proposed use while meeting all dimensional, setback, and design standards.

- **Lot Size and Configuration:** The parcel exceeds minimum area requirements, providing adequate separation, open space, and circulation.
- **Parking and Access:** Driveway and on-site parking accommodate caregivers, visitors, and deliveries safely while preserving residential character.
- **Infrastructure and Utilities:** The property is fully served by City water, sewer, and power; the low occupancy ensures minimal service impact.
- **Environmental Conditions:** Proper drainage and grading exist; no site alteration or stormwater issues are expected.
- **Privacy and Buffering:** Existing fencing and mature vegetation protect neighbors' privacy and create natural screening.
- **Neighborhood Cohesion:** The home functions like any single-family residence and will not diminish property values or hinder nearby development.
- **Compliance with City Codes:** All building, fire, and accessibility codes will be met without need for variances.

Therefore, 208 W Chappell Street possesses the space, design, and infrastructure to support the use while remaining fully compatible with adjoining parcels.

3. Compatibility with Adjacent Properties and Other Land Uses in the General Area

The proposed Personal Care Home is entirely compatible with adjacent properties and surrounding land uses, reinforcing the residential character of the neighborhood while fulfilling a growing social need.

- **Residential Land Use Consistency:** The area consists primarily of single-family homes. The proposed use retains this character and remains visually indistinguishable from neighboring houses.

- **Scale and Intensity:** With only five residents and limited staff, activity levels align with typical household occupancy.
- **Proximity to Services:** The property's location near healthcare providers, grocery stores, and parks ensures convenient access to essential services without burdening transportation systems.
- **Traffic Compatibility:** Trips from staff, visitors, and service deliveries are few and comparable to a family residence.
- **Architectural Harmony:** Building materials, height, and landscaping are consistent with the neighborhood aesthetic; no institutional features will be introduced.
- **Complementary Community Use:** This small care home strengthens the city's housing diversity by providing a supportive option for individuals requiring assistance while remaining community-integrated.
- **Positive Community Impact:** The facility will generate local employment and enhance neighborhood stability by maintaining a well-supervised, attractive property.

In summary, the home will blend seamlessly into the residential fabric of West Chappell Street, complementing surrounding land uses while supporting Griffin's vision for inclusive, livable communities.

4. Nuisance, Hazard, and Public Interest Considerations

The proposed Personal Care Home will not constitute a nuisance or hazard, nor adversely affect the public interest. Instead, it will serve as a compatible, stabilizing influence within an area already characterized by a significant number of elderly residents.

- **Limited Occupancy and Quiet Use:** Housing five residents, daily activities are domestic and occur indoors. No excessive noise, traffic, or outdoor events will occur.
- **Elderly Population Compatibility:** The surrounding neighborhood already contains many senior citizens. The Personal Care Home will complement this demographic, providing supervised, compassionate care that allows elderly individuals to remain within their community rather than relocate.
- **Low Traffic Generation:** Vehicle trips are limited to caregiver shifts and occasional visitors, well within normal residential levels.
- **Strict Safety and Health Compliance:** The home will meet all City and DCH fire, health, and building codes, including emergency exits, smoke detection, and accessibility features.
- **Professional Supervision:** Licensed caregivers will provide 24-hour oversight, ensuring residents' safety and orderly operation.
- **Public Benefit:** By offering accessible, small-scale residential care, the home addresses local demand for senior housing options, reduces pressure on institutional facilities, and supports family stability.
- **Enhanced Neighborhood Safety:** A continuously supervised property contributes to a sense of security and order in the area.

In conclusion, the Personal Care Home at 208 W Chappell Street will not create a nuisance or hazard; it will integrate into a community already home to many older adults and serve as a trusted neighborhood resource for senior care and companionship.

5. Board Determination – Standards, Benefits, and Balancing of Impacts

The City of Griffin Board of Commissioners can determine that the proposed Personal Care Home satisfies all applicable zoning and special-use standards and that the public benefits, demonstrated need, and positive community outcomes substantially outweigh any possible adverse effects.

1. **Alignment with Comprehensive Plan and Policy Goals:**

The proposed use aligns with Griffin’s long-term planning goals for inclusive, health-oriented neighborhoods. It promotes balanced residential development and supports the City’s objectives for expanding care options within the community fabric.

2. **Demonstrated Public Need:**

Griffin and the surrounding Spalding County area are experiencing a clear and growing demand for senior housing and personal care options. The U.S. Census and Georgia Department of Human Services data show an increasing percentage of residents aged 60 and above, yet there remains a shortage of small, licensed residential care facilities capable of providing non-institutional, neighborhood-based housing.

The proposed home at 208 W Chappell Street directly responds to this unmet need by:

- Offering a locally based alternative for seniors who wish to age in place within Griffin, rather than relocating to large corporate care centers outside the community.
- Providing an affordable, family-scale care environment for individuals who require daily support but do not need intensive medical supervision.
- Supporting family caregivers, many of whom struggle to balance employment and eldercare responsibilities, by providing a trusted, nearby placement option.
- Meeting the needs of an aging population concentrated in the Chappell Street area, where many residents are already elderly or have lived in the neighborhood for decades.

The home fills an essential gap in the City’s continuum of care — between independent living and full nursing home residency — while ensuring that aging or disabled adults can remain connected to their social networks, churches, and familiar surroundings.

3. **Social and Economic Benefits:**

The proposed Personal Care Home provides measurable and long-lasting social and economic benefits that extend well beyond the property itself.

- **Local Employment Creation:** The facility will create stable, year-round jobs for caregivers, certified nursing assistants, maintenance workers, and local service

- providers. These positions not only support Griffin residents but strengthen the City's health care workforce.
- **Support for Local Small Businesses:** The operation will rely on nearby suppliers for food, cleaning, medical supplies, and household goods. This reinvests revenue directly into the Griffin economy, benefiting small and family-owned businesses.
 - **Neighborhood Investment:** A well-maintained, continuously occupied home prevents vacancy, discourages blight, and upholds property values in the immediate area. The presence of 24-hour staff provides additional neighborhood vigilance and security.
 - **Community Stability:** The Personal Care Home enhances the sense of stability and trust among residents by maintaining a quiet, orderly, and welcoming environment that reflects community values.
 - **Social Contribution:** The home will integrate residents into neighborhood life by encouraging participation in local churches, community events, and volunteer programs, reinforcing social ties and shared civic responsibility.

In short, this project serves as both a social asset and an economic anchor, sustaining neighborhood vitality while fulfilling a critical human service function.

4. **Minimal Impacts on Infrastructure and Traffic:**

The small-scale nature of the facility ensures minimal demand on City infrastructure. Vehicle trips are limited to staff and visitors, easily accommodated by the existing road network and driveway capacity.

5. **Support for Public Health and Family Stability:**

The proposed Personal Care Home directly advances the City's public health objectives by providing preventive, community-based residential care that reduces strain on hospitals, emergency services, and larger medical institutions. It allows residents with manageable health conditions to receive consistent supervision and care in a home-like setting, preventing medical emergencies and promoting overall well-being.

- **Preventive Health Support:** Regular monitoring by trained caregivers helps prevent common senior health complications such as falls, dehydration, and medication errors.
- **Mental and Emotional Wellness:** The home's smaller, personalized environment fosters emotional stability and social connection, reducing loneliness and depression — both key risk factors for declining health among seniors.
- **Support for Local Families:** Many Griffin families struggle with caregiving responsibilities while maintaining employment. This facility offers a safe, licensed option close to home, easing caregiver stress and improving family balance.
- **Continuity of Community and Family Bonds:** Because residents can remain within the same community they've lived in for years, family members can easily visit and remain involved, strengthening social ties and family relationships.

Ultimately, this use promotes both individual well-being and community resilience. It ensures that aging residents can live with dignity and safety, while families and neighbors

remain engaged — outcomes that directly serve the City’s vision for a healthy, connected, and compassionate community.

6. Enhanced Quality of Life for Residents:

The Personal Care Home model offers residents a higher quality of life than institutional settings. Residents receive care in a familiar, homelike environment, surrounded by peers and caregivers who provide personalized attention, emotional support, and social interaction. The smaller scale allows for individualized routines, meals, and activities that maintain residents’ sense of autonomy and dignity.

Moreover:

- The family-style atmosphere promotes companionship and reduces loneliness, a major public health concern among older adults.
- The location within an existing residential neighborhood provides continuity with normal community life — residents can enjoy walks, visit nearby churches, or engage with neighbors in a safe environment.
- The low resident-to-staff ratio ensures attentive care, minimizing risks of neglect common in larger facilities.
- The presence of trained staff offers both medical monitoring and emotional support, contributing to improved physical and mental well-being.

By allowing residents to remain close to their families and lifelong community ties, this Personal Care Home provides not only housing but a sense of belonging, dignity, and stability. These outcomes directly serve the public interest and the City’s long-term goals for livable, compassionate neighborhoods.

7. Responsible Land Use:

The adaptive use of an existing home for a compatible, community-serving purpose demonstrates sustainable planning and efficient use of resources without creating new infrastructure costs.

8. Civic and Community Value:

This home reflects the City of Griffin’s commitment to compassionate, inclusive community development. It provides a model for well-managed, small-scale residential care that strengthens rather than disrupts neighborhoods.

In summary, the Board can reasonably find that the proposal:

- Fulfills a documented public need for accessible elder care;
- Aligns with City plans for inclusive and livable communities;
- Produces significant social and economic benefits; and
- Poses no adverse impacts to infrastructure, traffic, or neighborhood character.

The cumulative public benefits—expanded senior housing capacity, improved family stability, local job creation, enhanced public health, and preservation of community identity—clearly outweigh any potential minor effects.

6. Compliance with Specific Ordinance and Design Requirements (Articles 5 and 6)

The proposed use meets or exceeds all requirements of the City's Zoning Ordinance:

- **Setbacks and Lot Coverage:** Fully compliant with residential standards.
- **Parking and Access:** Sufficient off-street parking; safe ingress and egress maintained.
- **Landscaping and Buffers:** Existing vegetation preserved; supplemental screening as needed.
- **Lighting and Signage:** Residential-scale lighting; no commercial signage proposed.
- **Safety and Accessibility:** Meets ADA, building, and DCH life-safety codes.
- **Neighborhood Compatibility:** Exterior materials, height, and scale align with surrounding homes.

Conclusion

The proposed Personal Care Home at 208 W Chappell Street, Griffin, GA 30223 fully satisfies all criteria for Special Use Permit approval. It:

- Preserves neighborhood character and safety;
- Meets or exceeds all ordinance and design standards;
- Minimally impacts traffic and infrastructure; and
- Provides essential, compassionate care for up to five (5) local residents in need.

Accordingly, I respectfully request that the Board of Commissioners approve the Special Use Permit for this Personal Care Home in recognition of its compliance, compatibility, and public benefit to the City of Griffin.

Respectfully submitted,

Suzette Brown
Program Director/Owner
Chappell Stone Village
208 W Chappell Street
Griffin, Georgia 30223







Parcel ID	0112 22004	Owner	CHAPPELL STONE LLC
Class Code	Residential	Physical Address	1304 DARIAN LANE
Taxing District	GRIFFIN-TAD#1	Assessed Value	Value \$85804
	TAD#1	Land Value	Value \$9350
Acres	0.16		

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Called Joint Meeting with Spalding County and the City of Orchard Hill on January 12, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[01-12-26 Called Meeting SPLOST.pdf](#)

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
SPALDING COUNTY BOARD OF COMMISSIONERS
CITY OF ORCHARD HILL REPRESENTATIVES
CALLED JOINT MEETING
SPALDING COUNTY ANNEX
TUESDAY, JANUARY 12, 2026**

Chairman Clay Davis of the Spalding County Board of Commissioners called the meeting to order at 3:02 p.m. Commissioners attending included Clay Davis, III, James Dutton and Reginald Watts. Also present were County Manager, Steve Ledbetter, Deputy County Manager, Erica Dye, Attorney, John O’Neal and Charlie to record minutes.

Mayor Doug Hollberg called the meeting to order for the City of Griffin Board of Commissioners. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, Zachery Fuller and Rodney McCord. Also present were City Manager, Jessica O’Connor, City Attorney, Andrew Whalen, Susan Bartholomew and Krisolin Sanford to record minutes.

Council Member Brian Hayes called the meeting to order for the City of Orchard Hill. Also attending was Mayor Marti Morgan.

CALL TO ORDER

Mayor Doug Hollberg led the Pledge of Allegiance.

Spalding County Commissioner James Dutton offered the Invocation.

APPROVAL OF AGENDA

Motion/second to approve the agenda by Spalding County Commissioners Davis/Watts carried 3-0.

Motion/second to approve the agenda by the City of Griffin Board of Commissioners by Commissioners Murray/Wright carried 7-0.

REGULAR AGENDA

City of Griffin Commissioner, Rodney McCord, introduced the City’s new Commissioner, Zachery Fuller to the attendees.

Mayor Doug Hollberg led the Pledge of Allegiance.

Spalding County Commissioner James Dutton offered the Invocation.

1. Discuss potential 2026 SPLOST referendum with the Spalding County Board of Commissioners and the City of Orchard Hill.

County Manager Steve Ledbetter led a brief and broad overview of the County’s proposed use for potential SPLOST funds including \$42 million for Transportation, \$18 million for the improvement/replacement of aging infrastructure and \$6.5 million for State Mandated Security for the Emergency 911 next generation requirements. Dr. Ledbetter noted this will not be a new penny, but a continuation of the penny being collected for the current TSPLOST.

City Manager Jessica O’Connor stated the City’s Board of Commissioners will discuss its project list at the Board’s upcoming annual goals workshop on January 27, 2026.

Council Member Brian Hayes of Orchard Hill stated the City’s intent to ask for \$1.5 million for its projects. Mayor Marti Morgan stated she would provide formal numbers, copying Dr. Ledbetter and Ms. O’Connor.

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
SPALDING COUNTY BOARD OF COMMISSIONERS
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Motion/second to call for the SPLOST referendum in November 2026 by County Commissioners Dutton/Watts carried 3-0.

Motion/second to call for the SPLOST referendum in November 2026 by City Commissioners Wright/Murray carried 7-0.

The consensus from the Orchard Hill Council Members is to call for the SPLOST referendum in November 2026.

ADJOURN

Motion/second to adjourn at 3:36 p.m. by City Commissioners Wright/Ward carried 7-0.

Motion/second to adjourn at 3:36 p.m. by county Commissioners Dutton/Watts carried 3-0.

Douglas S. Hollberg, Mayor

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on January 13, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[01-13-26 Minutes.pdf](#)

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, JANUARY 13, 2026**

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, Zachery Fuller and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden, Susan Bartholomew and Krisolin Sanford to record minutes.

Call to order by Mayor Hollberg

Pledge of AllegianceCommissioner Ward

Invocation Commissioner McCord

Approval of Agenda

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

SPECIAL ORDERS OF BUSINESS

1. Appointment by Mayor Hollberg of Mayor Pro Tem (Vice Chairperson) for calendar year 2026.

Mayor Hollberg appointed District 6 Commissioner, Rodney McCord, Mayor Pro Tem for 2026. He thanked Commissioner Murray for her service during 2025.

PRESENTATIONS AND DELEGATIONS

2. Recognize Claire Haulk, Data Analyst in the Information Technology Department, as the December 2025 Strongest Link in the Chain award recipient. *Telecommunications Manager, Chris Sprayberry, will address.*

Chris Sprayberry, the Telecommunications Manager, addressed the Commissioners stating Ms. Haulk assisted with the solid waste audit and made the process run smoother. Her data analysis and work is amazing. Ms. Haulk consistently goes above and beyond.

3. Review financial reports for October 2025. *Finance Director, Deborah Manning-Gilbert will address.*

Deborah Manning-Gilbert addressed the Commissioners, reviewing unaudited financial reports for the month of November 2025 which is 41.7% of the fiscal year. The General Fund operating revenue is \$12,166,752.00 which is 43.61% of budget; operating expenses are \$17,341,541.00 which is 38.85% of budget. The Enterprise Funds operating revenue is \$53,520,477.00 which is 46.64% of budget; operating expenses are \$36,919,680.00 which is 33.88.% of budget. The Water/Wastewater Fund operating revenue is \$14,194,638.00 which is 44.16% of budget; operating expenses are \$7,574,448.00 which is 26.47% of budget. The Electric Fund operating revenue is \$31,813,838.00 which is 48.06% of budget; operating expenses are \$22,998,993.00 which is 36.53% of budget. The Solid Waste Fund operating revenue is \$5,188,314.00 which is 46.45.% of budget; the operating expenses are \$4,092,748.00 which is 37.38% of budget.

LOST collections year-to-date are \$2,494,707.00, which is 44.15% of budget.
TSPLOST collections year-to-date are \$2,111,820.00, which is 56.66% of budget.

CITIZEN COMMENT

Joel Jinks, 1449 Freeman Circle, Griffin, addressed the Commissioners. Mr. Jinks's wife passed out information to the Commissioners showing two parked cars he passed on Woodland Drive because the cars were parked in the road waiting to pick up children from

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
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Crescent Elementary School. He received a traffic citation. Mr. Jinks presented photos of the road markings, along with rules from the Department of Transportation addressing the road laws for the Crescent school zone. Mr. Jinks stated he would like something done to address this ongoing issue of cars parking in the road for hours to pick up children from school, blocking the roadway and preventing citizens from accessing their homes unless they cross the yellow line.

Cara Shapard and her husband, John, who reside at 320 Crescent Road, Griffin, addressed the Commissioners and explained that she received a ticket for passing multiple cars that were parked in the street while trying to get home. She advised her ticket was dismissed, and she would like the police to advise how to proceed with this ongoing issue.

CONSENT AGENDA

4. Consider a contract amendment with Rusty Statham Construction, Inc. for the One Griffin Center Remodel for the extension of the contract to November 30, 2026. *Public Works Director, Mariza Eller, will address.*
5. Consider a contract in an initial amount of \$5,567.98 and an annual amount of \$14,812.98 beginning September 1, 2026 with Power DMS by NeoGOV to renew the PowerDMS PowerPolicy software subscription for the Griffin Police Department. *Chief Technology Officer, Gibb Cotton, will address.*
6. Consider declaring as surplus certain out-of-life cycle information technology equipment and selling it through GovDeals online auction service (see attachment). *Chief Technology Officer, Gibb Cotton, will address.*
7. Consider, on second reading, amending the Code of Griffin, Georgia at Chapter 22, BUILDINGS AND BUILDING REGULATIONS, Article II, CONSTRUCTION STANDARDS, at Sec. 22-31, STATE MINIMUM CONSTRUCTION CODES, to conform to changes in the mandatory construction codes and state amendments thereto, approved by the Board of the Georgia Department of Community Affairs, to be effective January 1, 2026. *City Attorney Drew Whalen will address.*
8. Consider Master Services License Agreement (MSLA) with HSI Services in the amount of \$7,828.00 for one-year subscription to the SafetySkills Engage Learning Management System (LMS) for 450 users. *Risk Manager, Greg Poole, will address.*
9. Consider renewing Probation Services Agreement with Judicial Alternatives of Georgia Inc. (JAG). *Staff Attorney, Kelsey Carden, will address.*
10. Consider a contract in the amount of \$3,904.25 with Hazardous Waste Experts, sole source, for the transportation and disposal of one pallet of AFFF foam. *Fire Chief John Hamilton will address.*
11. Consider services for the repair of reservoir pump #1 and 500 horsepower motor and repair of reservoir pump #2 and 200 horsepower motor from Goforth Williamson, Inc., Single Source, in the amount of \$136,375.00. *Director of Water and Wastewater, Brandon Lewis, will address.*
12. Consider a contract in the amount of \$8,000.00, annually, with Dr. Jehangir Pirzada, D.O., to continue as the medical director and provide medical directions for Griffin Fire Rescue. *Fire Chief John Hamilton will address.*

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
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13. Consider a contract with Beacon Security in the amount of \$599.40 annually for fire alarm monitoring of the IT Server room in One Griffin Center. *Public Works Director, Mariza Eller, will address.*
14. Consider, on second reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42-3, *Environmental Council; Organization*. *City Manager, Jessica O'Connor, will address.*

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

REGULAR AGENDA

15. Commissioners to appoint one Commissioner to the Griffin-Spalding Connected Resilient Community ("CRC") Executive Committee for a one-year term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

Commissioner Murray nominated Mayor Hollberg.

Motion/second to close nominations by Commissioners McCord/Murray carried 7-0.

Appointed: Mayor Hollberg

16. Commissioners to appoint a member to the Board of Health for a three-year unexpired term expiring 12/31/28 to succeed Terrance Malone who resigned from the Board on November 19, 2025.

Commissioner Ward nominated Ray Muhammad.

Motion/second to close nominations by Commissioners Ward/Wright carried 7-0.

Appointed: Ray Muhammad

17. Commissioners to appoint a commissioner to the Board of Health for a term concurrent with his/her City Commission term of office to succeed Commissioner Holly Murray whose term expired 12/31/25.

Commissioner Murray nominated Commissioner Fuller.

Motion/second to close nominations by Commissioners McCord/Curtis carried 7-0.

Appointed: Commissioner Fuller

18. Commissioners to appoint Mayor or designee to Griffin-Spalding Chamber of Commerce as an Ex-Officio voting member for an annual term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

Appointed: Mayor Hollberg

19. Commissioners to appoint a Commissioner to the Downtown Development Authority for a term concurrent with his/her term of office to succeed Commissioner Holly Murray whose term expired 12/31/25.

Commissioner Ward nominated Commissioner Murray.

Motion/second to close nominations by Commissioners McCord/Wright carried 7-0.

Appointed: Commissioner Murray

20. Commissioners to appoint a Commissioner to the Griffin Environmental Council (GEC) for term set to expire 12/31/26 to succeed Mayor Doug Hollberg whose term expired 12/31/25.

Mayor Hollberg nominated Commissioner Fuller.

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*Motion/second to close nominations by Commissioners McCord/Murray carried 7-0.
Appointed: Commissioner Fuller*

21. Commissioners to appoint two members to the Griffin Environmental Council for a three-year term to expire 12/31/28 to succeed Melissa Tober and Antoinette Jackson whose terms expired 12/31/25.

*Commissioner Wright nominated Weymon Wright.
Commissioner Fuller nominated Ana Meeks.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Weymon Wright was appointed by a vote of 6, Curtis, Ward, Wright,
Murray, Fuller, and Hollberg.*

*Commissioner Ward nominates Ana Meeks.
Motion/second to close nominations by Commissioner Murray/Fuller carried 7-0.
Appointed: Ana Meeks*

22. Commissioners to appoint seven members (Mayor and six Districts) to the City Board of Ethics per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

*District 1: Natalie Jett
District 2: Rosa Blackburn
District 3: Janice Wallace
District 4: Erica Fisher
District 5: Tarsha Hall
District 6: Carnell Carr
At Large: Steve Crouch*

23. Commissioners to appoint Mayor/Designee to the Griffin Downtown Council for an annual term to expire 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

Appointed: Mayor Hollberg

24. Commissioners to appoint one commissioner to the Griffin-Spalding Airport Authority for a term concurrent with his/her City Commissioner term of office to succeed Commissioner Truman Tinsley whose term expired 12/31/25.

*Commissioner Wright nominated Commissioner Murray.
Motion/second to close nominations by Commissioners Ward/Wright carried 7-0.
Appointed: Commissioner Murray*

25. Commissioners to appoint members to the Griffin-Spalding Business and Tourism Association for a three-year term expiring 12/31/28 to succeed Jason Chance whose term expired 12/31/25.

*Commissioner Ward nominated Clive McCarthy.
Mayor Hollberg nominated Jason Chance.
Motion/second to close nominations by Commissioners McCord/Fuller carried 7-0.
Appointed: Clive McCarthy was appointed by a vote of 6, Curtis, Ward, Wright, Murray,
Fuller, and McCord.*

26. Commissioners to appoint a commissioner to the Griffin-Spalding Business and Tourism Association for a one-year term expiring 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

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*Mayor Hollberg nominated Commissioner Ward.
Motion/second to close nominations by Commissioners McCord/Murray carried 7-0.
Appointed: Commissioner Ward*

27. Commissioners to appoint one member to the Griffin-Spalding County Development Authority for a three-year term set to expire 12/31/28 to succeed Nat Doughtie whose term expired 12/31/25.

*Commissioner Murray nominated Nat Doughtie.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Nat Doughtie carried 7-0.*

28. Commissioners to appoint Mayor or designee to the Griffin-Spalding Development Authority for an annual term to expire 12/31/26 to succeed Commissioner Rodney McCord whose term expired 12/31/25.

*Mayor Hollberg nominated Commissioner McCord.
Appointed: Commissioner McCord*

29. Commissioners to appoint one member to the Griffin-Spalding County Hospital Authority for a four-year term set to expire 12/31/29, to succeed Brian Upson whose term expired 12/31/25.

*Commissioner Murray nominated Brian Upson.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Brian Upson*

30. Commissioners to appoint Ex-Officio, Non-Voting Commissioner to the Griffin-Spalding Hospital Authority for an annual term set to expire 12/31/26 to succeed Commissioner Rose Curtis whose term expired 12/31/25.

*Commissioner Ward nominated Commissioners Wright.
Motion/second to close nominations by Commissioners Murray/Wright carried 7-0.
Appointed: Commissioner Wright*

31. Commissioners to appoint two members to the Historic Preservation Commission for a three-year term set to expire 12/31/28 to succeed Bonnie Moret and Curtis Platte whose terms expired 12/31/25.

*Commissioner Murray nominated Bonnie Moret.
Commissioner Ward nominated Bob Dull
Motion/second to close nominations by Commissioners McCord/Murray carried 7-0.
Appointed: Bob Dull was appointed by a vote of 5, Curtis, Ward, Wright, Fuller, and McCord.*

*Commissioner Ward nominated Pamela Sutton.
Mayor Hollberg nominated Curtis Platte.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Pamela Sutton was appointed by a vote of 5, Curtis, Ward, Wright, Fuller, and McCord.*

32. Commissioners to appoint two members to the Griffin Housing Authority, one for a five-year Business Representative term set to expire 12/31/30 to succeed Nat Doughtie whose term expired 12/31/25 and one for an annual term as Resident Appointee set to expire 12/31/26 to succeed Gloria Pine whose term expired 12/31/25.

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***Commissioner McCord nominated Nat Doughtie.
Commissioner Fuller nominated Mia Hann.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Nat Doughtie was appointed by a vote of 6, Curtis, Ward, Wright, Murray,
McCord and Hollberg.***

***Commissioner Ward nominated Gloria Pine.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Gloria Pine***

33. Commissioners to appoint a Commissioner to the Griffin Housing Authority for an annual appointment as Ex-Officio Member for a term to expire 12/31/26 to succeed Commissioner Cynthia Ward whose term expired 12/31/25.

***Commissioner McCord nominated Commissioner Ward.
Motion/second to close nominations by Commissioners Murray/Wright carried 7-0.
Appointed: Commissioner Ward***

34. Commissioners to appoint one member to the Griffin-Spalding County Land Bank Authority for an unexpired three-year term set to expire 12/31/28 to succeed Patty Beckham who resigned effective January 1, 2026.

***Mayor Hollberg nominated Charles Gilbert.
Commissioner Fuller nominated Ebony Kompelien.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Charles Gilbert by a vote of 6, Ward, Curtis, Murray, Wright, McCord and
Hollberg***

35. Commissioners to appoint two members to the Griffin Main Street Advisory Board: one Business/Property owner (downtown area) for a three-year term to succeed Kizzy Watts whose term expired 12/31/25 and one At-Large member for a three-year term to succeed Todd Gullede whose term expired 12/31/25.

***Commissioner Ward nominated Kizzy Watts.
Motion/second to close nominations by Commissioners Ward/Murray carried 7-0.
Appointed: Kizzy Watts as a Business/Property Owner member***

***Commissioner Murray nominated Todd Gullede.
Commissioner Ward nominated Gloria Berry.
Motion/second to close nominations by Commissioners McCord/Murray carried 7-0.
Appointed: Gloria Berry as the At-Large member by a vote of 5, Curtis, Ward, Wright,
Fuller, and McCord.***

36. Commissioners to appoint Mayor or Designee to Main Street Program for an annual term set to expire 12/31/26 to succeed the term of Mayor Hollberg whose term expired 12/31/25.

Appointed: Mayor Hollberg

37. Commissioners to appoint two members, Employee Participant and Retiree Participant, to the City's Pension Committee for one-year terms set to expire 12/31/26.

Motion/second to approve Staff recommendations of Brian Brock as Employee Participant and Rick Fox as Retiree Participant to the City's Pension Committee by Commissioners Murray/Wright carried 7-0.

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
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***Appointed: Brian Brock, Employee Participant
Rick Fox, Retiree Participant***

38. Commissioners to appoint members to Planning and Zoning Board for two district representatives: one for a three-year term to District 1 to succeed Pamela Sutton whose term expired 12/31/25 to be appointed by District 1 Commissioner, Cynthia Reid-Ward, and one for a three-year term to District 2 to succeed Ann Dukes whose term expired 12/31/25 to be appointed by District 2 Commissioner, Rose Curtis.

***District 1: Pamela Sutton
District 2: Ann Dukes***

39. Commissioners to appoint City Law Enforcement member to Spalding County Collaborative Authority for Families and Children. The City Law Enforcement member will serve for a one-year term set to expire 12/31/26.

Motion/second to approve Staff recommendation of Captain Kaylen Krueger-Hayes as the City Law Enforcement member to the Spalding Collaborative for Families and Children by Commissioners Murray/Fuller carried 7-0.

Appointed: Captain Kaylen Krueger-Hayes

40. Commissioners to appoint Commissioner liaison to Spalding County Collaborative for a one-year term set to expire 12/31/26 to succeed Commissioner Rose Curtis whose term expired 12/31/25.

***Mayor Hollberg nominated Commissioner Curtis.
Motion/second to close nominations by Commissioners McCord/Murray carried 7-0.
Appointed: Commissioner Curtis***

41. Commissioners to appoint one citizen non-public member to the Three Rivers Regional Commission Board of Directors for a one-year term set to expire 12/31/26 to succeed David Johnson whose term expired 12/31/25.

***Commissioner Murray nominated David Johnson.
Motion/second to close nominations by Commissioners Ward/Wright carried 7-0.
Appointed: David Johnson***

42. Commissioners to appoint two At-Large Members to the Griffin-Spalding Area Transportation Committee for annual terms to expire 12/31/26 to succeed Jason Chance and Chuck Copeland whose terms expired 12/31/25, along with Ex-Officio City Fire Chief or designee and Ex-Officio City Police Chief or designee for annual terms to expire 12/31/25.

***Commissioner Murray nominated Tyrone Ward.
Motion/second to close nominations by Commissioners McCord/Murray carried 7-0.
Appointed: Tyrone Ward***

***Ex-Officio Fire: Chief John Hamilton
Ex-Officio Police: Chief Frank Strickland***

43. Commissioners to appoint two Commissioners to the Griffin-Spalding Area Transportation Committee for annual terms to expire 12/31/26 to succeed Commissioner Truman Tinsley and Commissioner Brad Wright whose terms expired 12/31/25.

***Commissioner Murray nominated Commissioner Wright.
Mayor Hollberg nominated Commissioner Fuller.***

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, JANUARY 13, 2026**

Motion/second to close nominations by Commissioners Murray/Wright carried 7-0.

*Appointed: Commissioner Wright
Appointed Commissioner Fuller*

44. Appoint Mayor (only) to annual position on Workforce Investment Council's Chief Elected Officials Organization (CEO) for a term to expire 12/31/26 to succeed Mayor Hollberg whose term expired 12/31/25.

Appointed: Mayor Doug Hollberg

45. Consider the appointment of members to Post 2 and Post 8 of the Griffin-Spalding County Area Regional Airport Authority to succeed Jessica O'Connor and Tommy Barrett, respectively, whose terms ended 12/31/25.

Motion/second to appoint Jessica O'Connor and Tommy Barrett to Post 2 and Post 8 respectively of the Griffin-Spalding County Area Regional Airport Authority by Commissioners McCord/Murray carried 7-0.

*Appointed: Jessica O'Connor to Post 2
Tommy Barrett to Post 8*

46. Consider minutes of the City of Griffin Board of Commissioners' Facilitated Discussion on October 21 and 22, 2025.

Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Facilitated Discussion on October 21 and 22, 2025 by Commissioners Ward/Murray carried 6-0-1. Commissioner Fuller abstained as they were not a commissioner at the time of this meeting.

47. Consider minutes of the City of Griffin Board of Commissioners' Called Workshop and Regular Meetings on December 9, 2025.

Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Called Workshop and Regular Meetings on December 9, 2025, by Commissioners Ward/Murray carried 6-0-1 Commissioner Fuller abstained as they were not a commissioner at the time of this meeting.

48. Consider ratification of an Administrative Order Clarifying the Effective Date of the Resolution Approving the Organizational Chart and Payscale Changes adopted by the Board of Commission at its December 9, 2025, Meeting. *City Manager, Jessica O'Connor, will address.*

Motion/second to ratify an Administrative Order Clarifying the Effective Date of the Resolution Approving the Organizational Chart and Payscale Changes adopted by the Board of Commission at its December 9, 2025, Meeting by Commissioners Murray/Ward carried 7-0.

49. Consider a resolution designating certain positions to act as City Manager designees pursuant to Section 3.2(c) of the Charter of the City of Griffin. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve a resolution designating certain positions to act as City Manager designees pursuant to Section 3.2(c) of the Charter of the City of Griffin by Commissioners Murray/Ward carried 7-0.

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, JANUARY 13, 2026**

50. Consider a Resolution imposing a 180-day moratorium on Technological Facilities, as defined in State law, which includes data centers and cryptocurrency mining operations. *City Attorney Drew Whalen and Development Director Michelle Haynes will address.*

Motion/second to approve a Resolution imposing a 180-day moratorium on Technological Facilities, as defined in State law, which includes data centers and cryptocurrency mining operations by Commissioners Ward/Wright carried 7-0.

51. Consider authorizing travel for the Commissioners to the Georgia Municipal Association's Cities United Summit in Atlanta, Georgia on January 22-26, 2026.

Motion/second to authorize travel for the Commissioners to the Georgia Municipal Association's Cities United Summit in Atlanta, Georgia on January 22-26, 2026, by Commissioners Ward/Wright carried 7-0.

52. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

Motion/second at 6:51 p.m. to enter Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved by Commissioners Ward/Wright carried 7-0.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor welcomed Commissioner Fuller and congratulated them for making it through the most difficult meeting of the year.
2. Ms. O'Connor congratulated Claire Haulk on her strongest link award, stating Ms. Haulk always helps in every way she can.
3. Ms. O'Connor reminded everyone that the City offices will be closed on January 19th in observance of Martin Luther King, Jr. Day.
4. Ms. O'Connor stated the Commissioners' Goals Workshop is January 27 at Historic City Hall beginning at 9 a.m.
5. Ms. O'Connor stated the Connected Resilient Communities' workshop is March 26-27 in Athens.

CITY ATTORNEY'S COMMENT

Mr. Whalen stated the General Assembly has convened in Atlanta.

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, JANUARY 13, 2026**

COMMISSIONER COMMENTS

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

Ward: No comment.

Curtis: Commissioner Curtis stated she is looking forward to a new year.

Murray: Commissioner Murray congratulated everyone on their board appointments and Commission Fuller for their first meeting.

Wright: No comment.

Fuller: Commissioner Fuller congratulated everyone on the board appointments and thanked their constituents for electing them to the Board of Commissioners.

McCord: No comment.

Hollberg: Mayor congratulated the golf course as it has reached \$1 million dollars in sales. Mayor also congratulated the Police Department as Part 1 crime is down in the City of Griffin by 15%. Mayor concluded his comments by acknowledging the 3rd anniversary of the tornados that tore through Griffin and Spalding County on January 12, 2023.

ADJOURN

Motion/second to adjourn at 7:10 p.m. by Commissioners Murray/Fuller carried 7-0.

Douglas S. Hollberg, Mayor

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider adoption of the restated Plan for the City of Griffin's 401(a): 457 Retirement Plan administered by Voya Financial (previously OneAmerica). *Human Resources Director, Stephanie Woods, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

With the legal passage of the 2026 SECURE 2.0 Act effective January 1, 2026, a Restated Adoption Agreement is required of the 457 Plan in order to be in compliance. The SECURE 2.0 Act mandates that higher-income participants (having over \$145,000 in prior year FICA wages) aged 50+ must make catch-up contributions as Roth contributions (after-tax, no longer pre-tax). In addition, a "super" catch-up for ages 60-63 was added. This is a "housekeeping" requirement of the Plan.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:

Stephanie Woods

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[G75712 20260101 aa.pdf](#)

**ADOPTION AGREEMENT FOR
ELIGIBLE GOVERNMENTAL 457 PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**

Name: City of Griffin

Address: P.O. Box T
Street

Griffin Georgia 30224
City State Zip

Telephone: (770) 229-6400

Taxpayer Identification Number (TIN): 58-6000587

2. **PLAN NAME.**

Name: City of Griffin 457(b) Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

- a. **December 31.**
- b. **Plan Year:** ending: June 30.
- c. **Short Plan Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a. **New Plan.**
- b. **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

- c. October 31, 2010 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

- d. January 1, 2026 (enter month day, year)

Special Effective Dates: (optional)

- e. **Describe:** _____.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

Frozen Plan

- a. **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
 - 1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will **Roth Elective Deferrals** be made?

1. **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]
 2. **No.**

And will Matching Contributions be made with respect to Elective Deferrals?

3. **Yes.** See Question 16.
 4. **No.**

- c. **Nonelective Contributions.** See Question 17.

- d. **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. **No exclusions.** All Employees are eligible to participate.

- b. **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 9.):

1. **Part-time Employees.** Employees who normally work less than _____ hours per week.
 2. **Part-Time, Seasonal, and Temporary Employees as defined in Treas. Reg. §31.3121(b)(7)-2(d)(2)(iii).** [This exclusion is sometimes used in FICA replacement plans.]
 3. **Hourly-paid Employees.**
 4. **Salaried Employees.**
 5. **Nonresident aliens as defined in Code §410(b)(3)(C).**
 6. **Employees covered by a collective bargaining agreement unless the agreement provides otherwise.**
 7. **Employees in an appointed or elected position.**
 8. **Leased Employees.** The Plan excludes Leased Employees.
 9. **Specify: part-time Employees as defined by Human Resources**_____.

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. **Participate.** Permits Independent Contractors to participate in the Plan.
 b. **Not Participate.** Does not permit Independent Contractors to participate in the Plan.
 c. **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b., c. or d.):

- a. Wages, tips and other compensation on Form W-2.
 b. Code §3401(a) wages (wages for withholding purposes).
 c. 415 safe harbor compensation.
 d. Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below. The base definition of Compensation is used to determine Includible Compensation.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (*Choose one of e. or f.*):

- e. **No modifications.** The Plan makes no modifications to the definition.
- f. **Modifications** (*Choose one or more of 1. through 9.*):
 - 1. **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
 - 2. **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.
 - 3. **Bonuses.** The Plan excludes bonuses.
 - 4. **Overtime.** The Plan excludes overtime.
 - 5. **Excess Compensation.** The Plan excludes Compensation in excess of _____ (enter definitely determinable amount, such as "\$100,000," or "the compensation limit under Code §401(a)(17)").
 - 6. **Shift differentials.** The Plan excludes shift differential pay.
 - 7. **Differential wage payments.** The Plan excludes differential wage payments described in Code §3401(h)(2).
 - 8. **Union exclusions.** The Plan excludes such categories of a Participant's Compensation as are provided for exclusion in the collective-bargaining agreement which applies to the Participant.
 - 9. **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of g. or h.*):

- g. **Plan Year.** The Employee's Compensation for the entire Plan Year. (*N/A if no matching or nonelective contributions*)
- h. **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (*N/A if no matching or nonelective contributions*)
- 9. **POST-SEVERANCE COMPENSATION (1.05(F)).**

Includible Compensation (post-severance compensation adjustments) (*select all that apply at a.; leave blank if none apply*)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.05(B)(3)), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. The defaults listed above apply except for the following (*select one or more*):
 - 1. Leave cash-outs will be **excluded**
 - 2. Nonqualified unfunded deferred compensation will be **excluded**
 - 3. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 - 4. Other: (must be definitely determinable): _____

Plan Compensation (post-severance compensation adjustments)

- b. **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.05 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 10)
- c. **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. **Post-severance adjustments.** The defaults listed at b. apply except for the following (*select one or more*):
 - 1. Regular pay will be **excluded**
 - 2. Leave cash-outs will be **excluded**
 - 3. Nonqualified unfunded deferred compensation will be **excluded**
 - 4. Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. Other: (must be definitely determinable) _____

10. **NORMAL RETIREMENT AGE (1.20)**. A Participant attains Normal Retirement Age under the Plan (*Choose one of a., b. or c.*):
- a. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 65 and complete 5 Years of Service or age 55 and complete 25 Years of Service as defined by the City of Griffin Defined Benefit Plan. [Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]
 - b. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
 - c. **Pension Benefit Age.** The Pension Benefit Age defined in Plan Section 1.20.

Special Provisions for Police or Fire Department Employees (*Choose d. and/or e. as applicable*):

- d. **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1., 2. or 3.*):
 - 1. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 50 and complete 25 Years of Service as defined by the City of Griffin Defined Benefit Plan. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]
 - 2. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
 - 3. **Pension Benefit Age.** The Pension Benefit Age defined in Plan Section 1.20.
- e. **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1., 2. or 3.*):
 - 1. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 50 and complete 25 Years of Service as defined by the City of Griffin Defined Benefit Plan. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]
 - 2. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
 - 3. **Pension Benefit Age.** The Pension Benefit Age defined in Plan Section 1.20.

11. **ELIGIBILITY CONDITIONS (2.01)**. (*Choose one of a. or b.*):

- a. **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):
 - 1. **Age.** Attainment of age _____.
 - 2. **Service.** Service requirement (*Choose one of a. or b.*):
 - a. **Year of Service.** One year of Continuous Service.
 - b. **Months of Service.** _____ month(s) of Continuous Service.
 - 3. **Specify:** _____.

12. **PLAN ENTRY DATE (1.24)**. "Plan Entry Date" means the Effective Date and (*Choose one of a. through g. The Employee will enter on the Entry Date which immediately follows the date the employee satisfies the eligibility conditions, unless h. is selected. See 6.03(B) regarding the timing of deferral elections.*):

- a. **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- b. **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- c. **Quarterly.** The first day of each Plan Year quarter.
- d. **Monthly.** The first day of each month.
- e. **Date of hire.** The Employee's employment commencement date with the Employer.
- f. **Immediate.** The Employee's employment commencement date with the Employer, or, if later, upon satisfaction of eligibility conditions.
- g. **Specify:** _____.

h. **Immediately following or coincident with.** The Employee will enter on the Entry Date immediately following or coincident with the date the Employee satisfies the eligibility conditions.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

a. **No limitations.**

b. **Limitations.** (*Choose one or more of 1., 2. or 3.*):

1. **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (*specify dollar amount or percentage of Compensation*).

2. **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (*specify dollar amount or percentage of Compensation*).

3. **Specify:** _____.

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

Special NRA Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

c. **Permits.** Participants may make NRA catch-up contributions.

d. **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

e. **Permits.** Participants may make age 50 catch-up contributions.

f. **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

a. **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

b. **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for Automatic Deferrals? (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:

a. **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

b. **Applies.** The Plan applies the Automatic Deferrals provisions described in election 31 effective as of _____. The Plan is not an EACA.

c. **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA) effective as of _____. Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03(A)).** The Employer Matching Contributions under Election 5.b.1. are made as follows (*Choose one or more of a. through d.*):

a. **Fixed formula.** An amount equal to (*Choose one of 1. through 3.*):

1. **Deferral percentage.** _____% of each Participant's Salary Reduction Contributions.

2. **Flat dollar.** \$_____ if the Participant's Salary Reduction Contributions are at least _____ (*Enter percentage of compensation or dollar amount*).

3. **Contract.** The contribution determined pursuant to the Participant's employment contract or the collective-bargaining agreement which applies to the Participant.

b. **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

- c. **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through i.):

- e. **Plan Year.**
 f. **Plan Year quarter.**
 g. **Calendar month.**
 h. **Payroll period.**
 i. **Specify:** _____.

Percentage Limit on Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of j. through m.):

- j. **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
 k. **Percentage limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
 l. **Discretionary percentage.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
 m. **Specify:** _____.

Salary Reduction Contributions Disregarded. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, all Salary Reduction Contributions will be taken into account other than those specified below (Check all that apply):

- n. **Age 50 Catch-Up Contributions.**
 o. **Special NRA Catch-Up Contributions.**
 p. **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of q. or r.):

- q. **No allocation conditions.**
 r. **Conditions.** The following allocation conditions apply to Matching Contributions (Choose one or more of 1. through 4.):
 1. **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

- 3. **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of the following event or events in the current Plan Year or a prior Plan Year. *(Check all that apply):*
 - a. **Death.**
 - b. **Disability.**
 - c. **Attainment of Normal Retirement Age.**
- 4. **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (3.03(B))**. The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one):*

- a. **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
- b. **Fixed.** *(Choose one of 1. through 3.)*
 - 1. **Percentage.** _____% of Compensation.
 - 2. **Flat dollar.** \$_____.
 - 3. **Contract.** The contribution determined pursuant to the Participant's employment contract or the collective-bargaining agreement which applies to the Participant.
- c. **Other.** A Nonelective Contribution may be made as follows:
_____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.):*

- d. **No allocation conditions.**
- e. **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.):*
 - 1. **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 - 2. **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 - 3. **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of the following event or events in the current Plan Year or a prior Plan Year *(Check all that apply):*
 - a. **Death.**
 - b. **Disability.**
 - c. **Attainment of Normal Retirement Age.**
 - 4. **Specify:** _____.

Time Period for Nonelective Contributions. The Employer will determine its Nonelective Contributions based on employment and Compensation during each *(Choose one of f. through j.):*

- f. **Plan Year.**
- g. **Plan Year quarter.**
- h. **Calendar month.**
- i. **Payroll period.**
- j. **Specify:** _____.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02)**. The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.):*

- a. **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.

- d. **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. **Specify:** _____.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution (*Choose one or more of f. through k. as applicable*):

- f. **Lump sum.** A single payment.
- g. **Installments.** Multiple payments made as follows: payments made in monthly, quarterly, semi-annual or annual cash installments for a period not longer than the life expectancy of the Participant
- h. **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. **Annuity distribution as available pursuant to the policies and options determined in the discretion of the Plan Administrator.**
- j. **Partial distributions,** provided the minimum withdrawal is \$_____ (leave blank if no minimum). See Section 4.02(D).
- k. **Specify:** Annuity distribution option(s): any annuity option available under the group annuity contract

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan (*Choose one of l., m. or n.*):

- l. **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through k. above).
- m. **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- n. **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (*Choose o. or p.*):

- o. **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- p. **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$7,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
 - 1. Mandatory Distribution. If the Participant's Vested Account is not in excess of \$_____ as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Qualified Health Insurance Premiums.

- q. **Payment permitted.** The plan permits payment of qualified health insurance premiums for Eligible Retired Public Safety Officers, as set forth in Section 4.08.

Rollovers in determination of \$7,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$7,000 threshold for timing of distributions, form of distributions or consent rules.

- r. Exclude rollovers (rollover contributions will be **excluded** in determining the \$7,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. **Immediate.** As soon as practical following the Participant's death.
- b. **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c. **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d. **Describe:** _____.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):
- a. **None.** A Participant may not receive a distribution prior to Severance from Employment.
 - b. **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
 1. **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
 2. **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$7,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
 - a. **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
 - b. **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 - c. **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$_____ but that does not exceed \$7,000.
 3. **Age.** A Participant who attains age 70 1/2 (Enter age not less than 59 1/2 and not greater than 73) may elect distribution of any or all of his/her Account. The Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains such age.
 4. **Specify:** _____.

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):
- a. **Apply.**
 - b. **Do not apply.**
 - c. **Specify:** _____.
22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):
- a. **Daily.** See Section 5.07(B)(4)(a).
 - b. **Balance forward.** See Section 5.07(B)(4)(b).
 - c. **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
 - d. **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
 - e. **Directed Account method.** See Section 5.07(B)(4)(e).
 - f. **Describe Earnings allocation method:** _____.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (*Choose one of a. or b. and c. or d.*):

Continued Benefit Accruals.

- a. **Not apply the benefit accrual provisions of Section 3.13.**
- b. **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

- c. **The Plan does NOT permit distributions for deemed severance of employment.**
- d. **The Plan Administrator may by policy permit distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a. **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
 - 1. **All Contributions.** (skip to 25.)
 - 2. **Only the following contributions.** (select all that apply):
 - a. **Salary Reduction Contributions.**
 - b. **Nonelective Contributions.**
 - c. **Matching Contributions.**

- b. **Forfeiture under Vesting Schedule.** Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

- 1. **Salary Reduction Contributions.**
- 2. **Nonelective Contributions.**
- 3. **Matching Contributions.**

Vesting Schedule:

- 4. **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

For vesting purposes, a "Year of Service" means:

- 5. _____

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

- c. **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

- 1. **Salary Reduction Contributions.**
- 2. **Nonelective Contributions.**
- 3. **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

- 4. The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
- 5. **Specify:** _____

Additional Provisions (Choose d. if applicable)

- d. **Specify:** _____

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: *(Choose one of the following)*:

- e. **Additional Contributions.** As the following contribution type *(Choose one of 1. or 2.)*:
 - 1. **Nonelective.** As an additional Nonelective Contribution.
 - 2. **Matching.** As an additional Matching Contribution.
- f. **Reduce Fixed Contributions.** To reduce the following fixed contribution *(Choose one of 1. or 2.)*:
 - 1. **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
 - 2. **Matching.** To reduce the Employer's fixed Matching Contribution.
- g. **Specify:** _____.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a. **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.
- b. **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** Instead of holding all of the Deferred Compensation in the Trust established in Article VIII, the Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) if (a.) is selected.

- a. **Custodial account(s) or annuity contract(s).**
- b. **Specify (Optional):** _____.

[Note: The Employer under b. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) *(Choose one of a. or b.)*:

- a. **No additional Valuation Dates.**
- b. **Additional Valuation Dates.** *(Choose one or more of 1., 2. or 3.)*:
 - 1. **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
 - 2. **Last day of a specified period.** The last day of each _____ of the Plan Year.
 - 3. **Specified Valuation Dates:** _____.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. **TRUSTEE** *(Select all that apply; leave blank if not applicable.)*:

- a. Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____ Mayor, City of Griffin	_____ Trustee
_____ City Manager	_____ Trustee
_____ City Attorney	_____ Trustee
_____	_____

Address and Telephone number (Choose one of 1. or 2.):

- 1. Use Employer address and telephone number.
- 2. Use address and telephone number below:

Address: _____
Street

City State Zip

Telephone: _____

- b. Corporate Trustee

Name: _____

Address: _____
Street

City State Zip

Telephone: _____

AND, the Corporate Trustee shall serve as:

- c. a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. a Discretionary Trustee over all Plan assets except for the following:

29. **PLAN LOANS (5.02(A))**. The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. **Does not permit.**
- b. **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Rollover Contributions under Election 5.d. are made as follows, subject to any additional limitations which may be provided by policy pursuant to Plan Section 3.09(A):

Who may roll over (Choose one of a. or b.):

- a. **Participants only.**
- b. **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. **All**. From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. **Limited**. Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. **Distribution without restrictions**. May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. **No distribution**. May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. **Specify:** _____

31. **AUTOMATIC DEFERRAL PROVISIONS (3.02(B), 3.14)**. (Leave blank if 15a. is selected.)

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of Automatic Deferrals (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. **All Participants**. All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of Automatic Deferrals.
- b. **Election of at least Automatic Deferral amount**. All Participants, except those who, on the Effective Date of Automatic Deferrals, are deferring an amount which is at least equal to the Automatic Deferral Percentage.

- c. **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of Automatic Deferrals regardless of the Salary Reduction Contribution amount under the Agreement.
- d. **Describe:** _____.

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (*select e. or f.*):

- e. **Constant.** The Employer will withhold _____% of Compensation each payroll period.
Escalation of deferral percentage (*select one or leave blank if not applicable*)
 1. **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____% of Compensation.
 2. **Other** (described Automatic Deferral Percentage): _____.

Automatic Deferral Optional Election

- f. **Optional election** (*leave blank if not applicable*)
Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.
 1. A Participant's Affirmative Election will resume after the suspension period.

32. In-Plan Roth Rollover Contributions from otherwise distributable amounts (IRR)

- a. **Yes, allowed.**
Effective Date (*enter date*)
 1. IRR Effective Date: January 1, 2026.

33. In-Plan Roth Rollover Contributions from otherwise nondistributable amounts (IRT)

- a. **Yes, allowed.**
Effective Date (*enter date*)
 1. IRT Effective Date: January 1, 2026.

34. Is spousal consent required for non-spouse beneficiary designations by married participants (6.01(A))?

- a. **Yes.**
- b. **No.**

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: City of Griffin

By: _____

DATE SIGNED

Mayor, City of Griffin

TRUSTEE

DATE SIGNED

City Manager

TRUSTEE

DATE SIGNED

City Attorney

TRUSTEE

DATE SIGNED

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a request for a special use permit for a Personal Care Home in Medium Density Residential for property located at 208 West Chappell Street. *Director of Planning & Development, Michelle Haynes, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The applicant, Suzette Brown, is seeking approval of a Special Use Permit for a personal care home at 208 West Chappell Street. The purpose of the request is to provide safe, supportive, and supervised residential care for up to six (6) adults who are unable to live independently due to age, disability, or other similar conditions. The proposed home will have a family-like environment with 24-hour trained staff who will assist with daily living activities, medication management, and personal care - all in full compliance with the Georgia Department of Community Health (DCH) regulations. A Special Use Permit would allow this type of facility and service. This parcel is in the Medium Density Residential (MDR) zoning district.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Special Use Permit (25-SUP-01) requested by Suzette Brown to allow for a personal care home located at 208 West Chappell Street.

Since there was not a quorum for the Planning and Zoning Board meeting on Monday January 12, 2026, only staff recommendation is forwarded to the Board of Commissioners for review and consideration.

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

FINANCIAL IMPACT:

N/A

Submitted By:

Michelle Haynes

Meeting Date:

27/01/2026

Reviewed By:

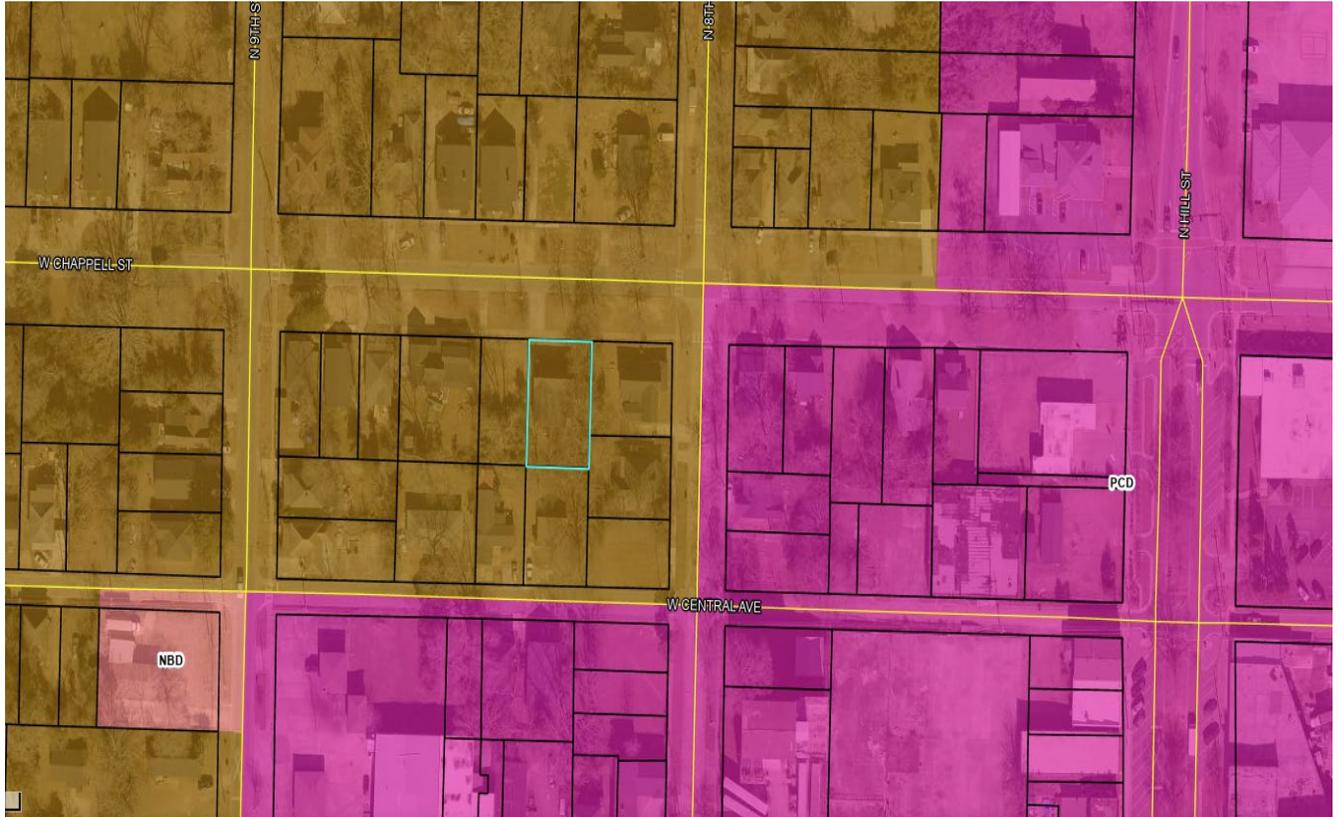
Jessica O'Connor

ATTACHMENTS:

208 W Chappell St SU Staff Report.pdf
Application; 208 W Chappell St.pdf

208 West Chappell Street
Special Use Permit Request
File No. 25-SUP-01

Applicant: Suzette Brown
Owner: Chappell Stone, LLC



Land Use Classification	Residential
Current Zoning	Medium Density Residential
Proposed Use	Residential – Personal Care Home
Parcel Size	.16 +/- Acres
Tax Map, Block and Lot No.	012 22004
Planning and Zoning Board	Ann Dukes District 2
City Commission	Rose Curtis District 2
Citizen Notification	Legal notice was run in the December 27, 2025, edition of the Griffin Daily News for the Planning & Zoning Meeting and for the City Board of Commissioners Public Hearing. A sign was placed on the proposed property illustrating the purpose, date and time of both meetings on December 23, 2025.

Proposal:

The applicant, Suzette Brown, is seeking approval of a Special Use Permit for a personal care home at 208 West Chappell Street. The purpose of the request is to provide safe, supportive, and supervised residential care for up to six (6) adults who are unable to live independently due to age, disability, or other similar conditions. The proposed home will have a family-like environment with 24-hour trained staff who will assist with daily living activities, medication management, and personal care - all in full compliance with the Georgia Department of Community Health (DCH) regulations. A Special Use Permit would allow this type of facility and service. This parcel is in the Medium Density Residential (MDR) zoning district.



Zoning Ordinance Sections applicable to this Application:

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

- | | |
|---------------|------------------------------|
| Article 406 | Special Use Permit Provision |
| Article 408 | Public Hearing |
| Article 503 E | Personal Care Home |
| Article 708 | Medium Density Residential |

Article 406 Special Uses:

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

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

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

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

FINDINGS: The dwelling, which is 1936 square feet, will consist of four (4) bedrooms and two (2) bathrooms. Per the applicant, there may be up to six (6) residents at one time. Ms. Brown will not live at this location; however, 24-hour around the clock awake care will be provided. Such care may consist of meals, education, medical needs, and other daily needs the residents may require. Per Article 503 E, each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

- (1) Minimum Structure Size: one thousand five hundred (1,500) heated square feet;
- (2) No more than two (2) residents occupying a private living space. "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the structure;
- (3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;
- (4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;
 - (a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

- (5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;
- (6) Issuance of an occupational tax certificate for the facility from the City of Griffin.

The size of the house and the number of residents are in compliance with Article 503 E. There are four bedrooms; therefore, a maximum of eight (8) residents are allowed per Article 503 E 2. There is a small driveway where staff and / or visitors may park. Granting the Special Use Permit request will not adversely affect the existing properties or uses.

3. GENERAL COMPATIBILITY OF THE PROPOSED SPECIAL USE WITH ADJACENT PROPERTIES AND OTHER LAND USES IN THE GENERAL AREA.

FINDINGS: The applicant's proposed use as a personal care home is compatible with the adjacent properties and land uses within the area. The subject property is located on a local street and is surrounded by residential uses and undeveloped property.

4. THE PROPOSED USE WILL NOT CONSTITUTE A NUISANCE OR HAZARD OR OTHERWISE ADVERSELY AFFECT THE PUBLIC INTEREST BECAUSE OF THE NUMBER OF PERSONS WHO MAY NORMALLY BE EXPECTED TO USE SUCH FACILITY OR TYPE OF PHYSICAL ACTIVITY.

FINDINGS: The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility.

5. AFTER CONSIDERATION OF THE APPLICATION AND THE FACTS, AND THE STANDARDS FOR EXERCISING ZONING POWER CONTAINED IN SECTION 405, THE BOARD OF COMMISSIONERS MUST DETERMINE THAT THE STANDARDS ARE SATISFIED SUCH THAT THE BENEFITS OF AND NEED FOR THE PROPOSED SPECIAL USE OUTWEIGH ANY POSSIBLE HARMFUL EFFECTS, NEGATIVE IMPACTS, OR DAMAGES TO THE NEIGHBORING PROPERTIES OR THE CITY IN GENERAL. IN MAKING THIS DETERMINATION, THE BOARD OF COMMISSIONERS MAY CONSIDER THE EFFECTS OF THE PROPOSED USE ON TRAFFIC FLOW, PUBLIC INFRASTRUCTURE AND SERVICES, AVAILABILITY OF OFF-STREET PARKING, HOURS AND MANNER OF OPERATION OF PROPOSED USE, OUTDOOR LIGHTING, SIGNAGE, INGRESS AND EGRESS OF THE PROPERTY, THE PEACEFUL ENJOYMENT OF PRIVATE PROPERTY IN THE COMMUNITY, AND OTHER RELEVANT FACTORS.

FINDINGS: The proposed use will not have a harmful effect, negative impact, or cause damage to the neighboring properties or the city in general. There are proper ingress and egress at this location and the use should not affect traffic flow.

All parking is off-street and there is no proposed signage. Emergency vehicles will have easy access to the location and building should the residents require emergency services.

6. THE APPLICANT MUST MEET ALL SPECIFIC REQUIREMENTS ESTABLISHED IN THIS ORDINANCE FOR THE PARTICULARIZED SPECIAL USE REQUESTED, INCLUDING DESIGN TREATMENTS REQUIRED BY ARTICLE 5 AND 6.

FINDINGS: The request for a Special Use Permit to allow a personal care home is compliant with all of the Special Use Permit provisions under the City of Griffin Unified Development Code.

Planning Staff's Comments:

The applicant, Suzette Brown, is seeking approval of a Special Use Permit for a personal care home at 208 West Chappell Street. The purpose of the request is to provide safe, supportive, and supervised residential care for up to six (6) adults who are unable to live independently due to age, disability, or other similar conditions. The proposed home will have a family-like environment with 24-hour trained staff who will assist with daily living activities, medication management, and personal care - all in full compliance with the Georgia Department of Community Health (DCH) regulations. A Special Use Permit would allow this type of facility and service. This parcel is in the Medium Density Residential (MDR) zoning district.

Planning Staff's Recommendation:

Staff recommends **APPROVAL** for the Special Use Permit (25-SUP-01) requested by Suzette Brown to allow for a personal care home located at 208 West Chappell Street.

Submitted by:

Michelle Haynes, Director
Planning and Development Services

12689



**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE**

Date Received: 11-14-25

Application Number: 25-SUP-01

Instructions for Applicant:

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

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

Special Use Application Submission Requirements:

1. Complete Special Use Application
2. Complete Special Use Questionnaire
3. Property Owner or Owner's Representative Authorized Form
4. Conflict of Interest Disclosure
5. Site Plan or drawing of the respective development
6. Development of Regional Impact (if applicable)
7. Fees Due: Commercial \$400.00/Residential \$350.00

CITY ACTIONS:

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

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



PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 11-14-25 Application Number: 25-SUP-01

Applicant/Agent/Representatives Name: Chappell Stone LLC

Address: 208 W Chappell Street

City: Griffin State: GA Zip: 30223

Telephone Number(s): [Redacted] Email: [Redacted]

Project Name/ Description: Chappell Stone Village

Address: 208 W Chappell Street Griffin GA 30223

Parcel Number(s): 012-22004 Current Zoning: MDR Parcel(s) Size: 0.16 acres

FLUM/Character Area Suburban Unified Development Code Section: Article 108 B

Property Owner Name: Chappell Stone LLC / Suzette Brown

Address: 1304 Darian Lane

City: Lorust Grove State: GA Zip: 30248

Telephone Number(s): [Redacted] Email: [Redacted]

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

Suzette Brown
Applicant Signature

Suzette Brown
Printed Name

11/14/2025
Date



**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE**

Date Received: 11-14-25

Application Number: 25-SUP-01

The following information must be submitted with the Special Use Application:

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



**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE**

Date Received: 11-14-25

Application Number: 25-Sup-01

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

1. State how the request will not be detrimental to the use or development of the adjacent properties, or to the general neighborhood so as to adversely affect the health, safety, or general welfare of citizens.
2. State how the request will not adversely affect existing property and uses and if/how it can be placed on a lot of sufficient size to satisfy the space requirements for the use.
3. Indicate the general compatibility of the proposed special use with adjacent properties and other land uses in the general area.
4. State how will the proposed use not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity.
5. After consideration of the application and the facts, and the standards for exercising zoning power contained in Section 405, indicate how the Board of Commissioners can determine that the standards are satisfied such that the benefits of and need for the proposed special use outweigh any possible harmful effects, negative impacts, or damages to the neighboring properties or the city in general. In making this determination, the Board of Commissioners may consider the effects of the proposed use on traffic flow, public infrastructure and services, availability of off-street parking, hours and manner of operation of proposed use, outdoor lightning, signage, ingress and egress of the property, the peaceful enjoyment of private property in the community, and other relevant factors.
6. Indicate how all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6 are met.



PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 11-14-25

Application Number: 25-SUP-01

OWNER'S AUTHORIZATION

This is to certify that: Suzette Brown is the Property Owner or Legal Representative of the Owner holding interest in the property that is the subject of the attached application.

By execution of this form, authorization is given to the person named as "Applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following.

- Rezoning
- Variance
- Special Use
- Development Plan
- Plat Approval
- Temporary Use

Applicant Name: Chappell Stone LLC

Suzette Brown
Property Owner Signature

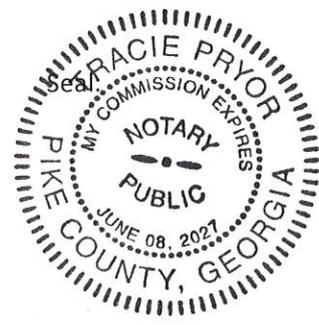
Suzette Brown
Printed Name

11/14/2025
Date

Legal Representative Signature Printed Name Date

[Signature]
Notary Signature

Commission Expiration Date: June 8, 2027





PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR SPECIAL USE

Date Received: 11-14-25

Application Number: 25-SUP-01

CONFLICT OF INTEREST DISCLOSURE

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

Yes

No

If yes, please complete the following section:

- Name and position of Government Official:

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

Suzette Brown
Applicant Signature

Suzette Brown
Printed Name

11/17/2025
Date

Application for Special Use

Date: November 13, 2025

To:
City of Griffin Planning and Development Department
Attn: Board of Commissioners
100 South Hill Street
Griffin, Georgia 30223

Subject: Justification for Special Use Permit Request – Personal Care Home at 208 W Chappell Street, Griffin, GA 30223

Dear Members of the Board of Commissioners,

On behalf of Chappell Stone Village, I respectfully submit this justification in support of a Special Use Permit to operate a Personal Care Home located at 208 W Chappell Street, Griffin, Georgia 30223.

The purpose of this request is to provide safe, supportive, and supervised residential care for up to five (5) adults who are unable to live independently due to age, disability, or similar conditions. The proposed home will function in a family-like environment with 24-hour trained staff providing assistance with daily living activities, medication management, and personal care — all in full compliance with the Georgia Department of Community Health (DCH) regulations.

The following narrative demonstrates that the proposed Personal Care Home meets or exceeds all applicable standards outlined in the City of Griffin Zoning Ordinance, including Articles 5 and 6, and satisfies the criteria for Special Use approval.

Respectfully submitted,

Suzette Brown
Program Director/Owner
Chappell Stone Village
208 W Chappell Street
Griffin, Georgia 30223

[REDACTED]
[REDACTED]

1. Completed application form

In summary, the requested use will complement the surrounding neighborhood, maintaining its residential integrity while providing a needed community service. The operation will not adversely affect neighboring property values, public health, safety, or welfare.

2. Detailed description of existing land uses on all contiguous property

The subject property at **208 W Chappell Street, Griffin, GA 30223 (Parcel 012-22004)** is surrounded primarily by established residential uses on all sides. The immediate context is characterized by small-lot single-family dwellings with typical in-town setbacks and driveways, consistent with the neighborhood pattern along West Chappell Street.

- **North (Parcel 012-22004A):** Adjoining parcel developed with a single-family residence fronting West Chappell Street. The home is set back from the street with a maintained front yard and private driveway.
- **South (Parcel 012-22003):** Contiguous parcel to the rear of the subject property developed with a single-family home and associated yard area. No commercial or institutional uses are present.
- **East (Parcel 008-12005):** Adjacent parcel containing a detached single-family dwelling with accessory yard improvements. The property is similar in character to the subject site and other nearby residences.
- **West (Parcel 012-22005):** Adjoining parcel improved with a detached single-family dwelling and driveway. The property maintains residential use consistent with the surrounding neighborhood pattern.

Overall, all contiguous parcels are residential in nature, with detached homes on individual lots. The surrounding context represents a stable, low-intensity residential block along West Chappell Street. The proposed special use would therefore occur within an established residential environment.

3. Location of property: 208 W Chappell Street, Griffin, 30223

4. Boundary plat, prepared with Georgia Plat Act: Advised not needed

5. Site Plan Drawn to scale showing: Provided by City of Griffin – Michelle Haynes

6. Spalding County Tax Map, Block and Lot number

208 W Chappell St., Griffin, GA 30223 (Parcel ID 012-22004):

- Parcel ID / Tax Parcel Number: 012-22004
- Lot number (as listed in the property listing): *Lot 145*
- I was **not able** to locate a publicly-listed “Block” or separate “Tax Map / Block” number in the sources I reviewed.

7. Zoning district classification: Residential Medium Density Residential (MDR) (MDR)
8. Name and address of owner: Suzette Brown, 1304 Darian Lane, Locust Grove, GA 30248
9. Area of Land of the property – square feet: 6,969.6 sq feet / 0.16 acres
10. Date: November 13, 2025
11. N/A
12. Documentation supporting request: see below

Justification for Special Use Permit – Personal Care Home

1. Impact on Adjacent Properties and Neighborhood

The proposed Personal Care Home will not be detrimental to the use or development of adjacent properties or to the neighborhood as a whole. The operation will preserve the residential character of the area and will be consistent in scale, appearance, and function with surrounding single-family dwellings. Specific measures to ensure compatibility include:

- **Residential Character Maintained:**
The property will retain its current exterior design and landscaping. No commercial signage, lighting, or alterations inconsistent with the residential setting will be introduced. The home will appear indistinguishable from neighboring residences.
- **Minimal Traffic and Noise:**
The number of residents will be limited in accordance with local zoning and state licensing requirements (a maximum of five residents). As such, traffic generation will be similar to that of a single-family home, limited to staff shift changes, occasional visitors, and service vehicles. Activities within the home will occur indoors, ensuring minimal noise or disruption to neighbors.
- **Adequate Parking and Access:**
The property provides sufficient off-street parking for staff and visitors. Driveway use will comply with local traffic and safety standards to prevent any congestion or obstruction of public streets.
- **Property Maintenance and Appearance:**
The home will be well-maintained, with regular landscaping and upkeep to meet neighborhood standards. This ensures continued compatibility and contributes positively to neighborhood aesthetics and property values.
- **Community Stability and Safety:**
Residents will be carefully screened and supervised 24 hours a day by trained and licensed staff. The home will adhere to all state health, fire, and safety codes. This high

standard of care and oversight will help ensure a safe and stable environment, free from nuisances or disturbances.

- **Encouragement of Inclusive Neighborhoods:**

The Personal Care Home supports the City’s goal of fostering inclusive and supportive neighborhoods where residents of all ages and abilities can live in dignity. The home will integrate seamlessly into the community, promoting social responsibility and compassion without placing undue burden on local infrastructure or services.

In summary, the requested use will complement the surrounding neighborhood, maintaining its residential integrity while providing a needed community service. The operation will not adversely affect neighboring property values, public health, safety, or welfare.

2. Effect on Existing Properties and Lot Suitability

The Personal Care Home will not adversely affect existing properties or their current uses and is located on a lot of sufficient size and configuration to accommodate the proposed use while meeting all dimensional, setback, and design standards.

- **Lot Size and Configuration:** The parcel exceeds minimum area requirements, providing adequate separation, open space, and circulation.
- **Parking and Access:** Driveway and on-site parking accommodate caregivers, visitors, and deliveries safely while preserving residential character.
- **Infrastructure and Utilities:** The property is fully served by City water, sewer, and power; the low occupancy ensures minimal service impact.
- **Environmental Conditions:** Proper drainage and grading exist; no site alteration or stormwater issues are expected.
- **Privacy and Buffering:** Existing fencing and mature vegetation protect neighbors’ privacy and create natural screening.
- **Neighborhood Cohesion:** The home functions like any single-family residence and will not diminish property values or hinder nearby development.
- **Compliance with City Codes:** All building, fire, and accessibility codes will be met without need for variances.

Therefore, 208 W Chappell Street possesses the space, design, and infrastructure to support the use while remaining fully compatible with adjoining parcels.

3. Compatibility with Adjacent Properties and Other Land Uses in the General Area

The proposed Personal Care Home is entirely compatible with adjacent properties and surrounding land uses, reinforcing the residential character of the neighborhood while fulfilling a growing social need.

- **Residential Land Use Consistency:** The area consists primarily of single-family homes. The proposed use retains this character and remains visually indistinguishable from neighboring houses.

- **Scale and Intensity:** With only five residents and limited staff, activity levels align with typical household occupancy.
- **Proximity to Services:** The property's location near healthcare providers, grocery stores, and parks ensures convenient access to essential services without burdening transportation systems.
- **Traffic Compatibility:** Trips from staff, visitors, and service deliveries are few and comparable to a family residence.
- **Architectural Harmony:** Building materials, height, and landscaping are consistent with the neighborhood aesthetic; no institutional features will be introduced.
- **Complementary Community Use:** This small care home strengthens the city's housing diversity by providing a supportive option for individuals requiring assistance while remaining community-integrated.
- **Positive Community Impact:** The facility will generate local employment and enhance neighborhood stability by maintaining a well-supervised, attractive property.

In summary, the home will blend seamlessly into the residential fabric of West Chappell Street, complementing surrounding land uses while supporting Griffin's vision for inclusive, livable communities.

4. Nuisance, Hazard, and Public Interest Considerations

The proposed Personal Care Home will not constitute a nuisance or hazard, nor adversely affect the public interest. Instead, it will serve as a compatible, stabilizing influence within an area already characterized by a significant number of elderly residents.

- **Limited Occupancy and Quiet Use:** Housing five residents, daily activities are domestic and occur indoors. No excessive noise, traffic, or outdoor events will occur.
- **Elderly Population Compatibility:** The surrounding neighborhood already contains many senior citizens. The Personal Care Home will complement this demographic, providing supervised, compassionate care that allows elderly individuals to remain within their community rather than relocate.
- **Low Traffic Generation:** Vehicle trips are limited to caregiver shifts and occasional visitors, well within normal residential levels.
- **Strict Safety and Health Compliance:** The home will meet all City and DCH fire, health, and building codes, including emergency exits, smoke detection, and accessibility features.
- **Professional Supervision:** Licensed caregivers will provide 24-hour oversight, ensuring residents' safety and orderly operation.
- **Public Benefit:** By offering accessible, small-scale residential care, the home addresses local demand for senior housing options, reduces pressure on institutional facilities, and supports family stability.
- **Enhanced Neighborhood Safety:** A continuously supervised property contributes to a sense of security and order in the area.

In conclusion, the Personal Care Home at 208 W Chappell Street will not create a nuisance or hazard; it will integrate into a community already home to many older adults and serve as a trusted neighborhood resource for senior care and companionship.

5. Board Determination – Standards, Benefits, and Balancing of Impacts

The City of Griffin Board of Commissioners can determine that the proposed Personal Care Home satisfies all applicable zoning and special-use standards and that the public benefits, demonstrated need, and positive community outcomes substantially outweigh any possible adverse effects.

1. **Alignment with Comprehensive Plan and Policy Goals:**

The proposed use aligns with Griffin’s long-term planning goals for inclusive, health-oriented neighborhoods. It promotes balanced residential development and supports the City’s objectives for expanding care options within the community fabric.

2. **Demonstrated Public Need:**

Griffin and the surrounding Spalding County area are experiencing a clear and growing demand for senior housing and personal care options. The U.S. Census and Georgia Department of Human Services data show an increasing percentage of residents aged 60 and above, yet there remains a shortage of small, licensed residential care facilities capable of providing non-institutional, neighborhood-based housing.

The proposed home at 208 W Chappell Street directly responds to this unmet need by:

- Offering a locally based alternative for seniors who wish to age in place within Griffin, rather than relocating to large corporate care centers outside the community.
- Providing an affordable, family-scale care environment for individuals who require daily support but do not need intensive medical supervision.
- Supporting family caregivers, many of whom struggle to balance employment and eldercare responsibilities, by providing a trusted, nearby placement option.
- Meeting the needs of an aging population concentrated in the Chappell Street area, where many residents are already elderly or have lived in the neighborhood for decades.

The home fills an essential gap in the City’s continuum of care — between independent living and full nursing home residency — while ensuring that aging or disabled adults can remain connected to their social networks, churches, and familiar surroundings.

3. **Social and Economic Benefits:**

The proposed Personal Care Home provides measurable and long-lasting social and economic benefits that extend well beyond the property itself.

- **Local Employment Creation:** The facility will create stable, year-round jobs for caregivers, certified nursing assistants, maintenance workers, and local service

- providers. These positions not only support Griffin residents but strengthen the City's health care workforce.
- **Support for Local Small Businesses:** The operation will rely on nearby suppliers for food, cleaning, medical supplies, and household goods. This reinvests revenue directly into the Griffin economy, benefiting small and family-owned businesses.
 - **Neighborhood Investment:** A well-maintained, continuously occupied home prevents vacancy, discourages blight, and upholds property values in the immediate area. The presence of 24-hour staff provides additional neighborhood vigilance and security.
 - **Community Stability:** The Personal Care Home enhances the sense of stability and trust among residents by maintaining a quiet, orderly, and welcoming environment that reflects community values.
 - **Social Contribution:** The home will integrate residents into neighborhood life by encouraging participation in local churches, community events, and volunteer programs, reinforcing social ties and shared civic responsibility.

In short, this project serves as both a social asset and an economic anchor, sustaining neighborhood vitality while fulfilling a critical human service function.

4. **Minimal Impacts on Infrastructure and Traffic:**

The small-scale nature of the facility ensures minimal demand on City infrastructure. Vehicle trips are limited to staff and visitors, easily accommodated by the existing road network and driveway capacity.

5. **Support for Public Health and Family Stability:**

The proposed Personal Care Home directly advances the City's public health objectives by providing preventive, community-based residential care that reduces strain on hospitals, emergency services, and larger medical institutions. It allows residents with manageable health conditions to receive consistent supervision and care in a home-like setting, preventing medical emergencies and promoting overall well-being.

- **Preventive Health Support:** Regular monitoring by trained caregivers helps prevent common senior health complications such as falls, dehydration, and medication errors.
- **Mental and Emotional Wellness:** The home's smaller, personalized environment fosters emotional stability and social connection, reducing loneliness and depression — both key risk factors for declining health among seniors.
- **Support for Local Families:** Many Griffin families struggle with caregiving responsibilities while maintaining employment. This facility offers a safe, licensed option close to home, easing caregiver stress and improving family balance.
- **Continuity of Community and Family Bonds:** Because residents can remain within the same community they've lived in for years, family members can easily visit and remain involved, strengthening social ties and family relationships.

Ultimately, this use promotes both individual well-being and community resilience. It ensures that aging residents can live with dignity and safety, while families and neighbors

remain engaged — outcomes that directly serve the City’s vision for a healthy, connected, and compassionate community.

6. Enhanced Quality of Life for Residents:

The Personal Care Home model offers residents a higher quality of life than institutional settings. Residents receive care in a familiar, homelike environment, surrounded by peers and caregivers who provide personalized attention, emotional support, and social interaction. The smaller scale allows for individualized routines, meals, and activities that maintain residents’ sense of autonomy and dignity.

Moreover:

- The family-style atmosphere promotes companionship and reduces loneliness, a major public health concern among older adults.
- The location within an existing residential neighborhood provides continuity with normal community life — residents can enjoy walks, visit nearby churches, or engage with neighbors in a safe environment.
- The low resident-to-staff ratio ensures attentive care, minimizing risks of neglect common in larger facilities.
- The presence of trained staff offers both medical monitoring and emotional support, contributing to improved physical and mental well-being.

By allowing residents to remain close to their families and lifelong community ties, this Personal Care Home provides not only housing but a sense of belonging, dignity, and stability. These outcomes directly serve the public interest and the City’s long-term goals for livable, compassionate neighborhoods.

7. Responsible Land Use:

The adaptive use of an existing home for a compatible, community-serving purpose demonstrates sustainable planning and efficient use of resources without creating new infrastructure costs.

8. Civic and Community Value:

This home reflects the City of Griffin’s commitment to compassionate, inclusive community development. It provides a model for well-managed, small-scale residential care that strengthens rather than disrupts neighborhoods.

In summary, the Board can reasonably find that the proposal:

- Fulfills a documented public need for accessible elder care;
- Aligns with City plans for inclusive and livable communities;
- Produces significant social and economic benefits; and
- Poses no adverse impacts to infrastructure, traffic, or neighborhood character.

The cumulative public benefits—expanded senior housing capacity, improved family stability, local job creation, enhanced public health, and preservation of community identity—clearly outweigh any potential minor effects.

6. Compliance with Specific Ordinance and Design Requirements (Articles 5 and 6)

The proposed use meets or exceeds all requirements of the City's Zoning Ordinance:

- **Setbacks and Lot Coverage:** Fully compliant with residential standards.
- **Parking and Access:** Sufficient off-street parking; safe ingress and egress maintained.
- **Landscaping and Buffers:** Existing vegetation preserved; supplemental screening as needed.
- **Lighting and Signage:** Residential-scale lighting; no commercial signage proposed.
- **Safety and Accessibility:** Meets ADA, building, and DCH life-safety codes.
- **Neighborhood Compatibility:** Exterior materials, height, and scale align with surrounding homes.

Conclusion

The proposed Personal Care Home at 208 W Chappell Street, Griffin, GA 30223 fully satisfies all criteria for Special Use Permit approval. It:

- Preserves neighborhood character and safety;
- Meets or exceeds all ordinance and design standards;
- Minimally impacts traffic and infrastructure; and
- Provides essential, compassionate care for up to five (5) local residents in need.

Accordingly, I respectfully request that the Board of Commissioners approve the Special Use Permit for this Personal Care Home in recognition of its compliance, compatibility, and public benefit to the City of Griffin.

Respectfully submitted,

Suzette Brown
Program Director/Owner
Chappell Stone Village
208 W Chappell Street
Griffin, Georgia 30223







Parcel ID	012 22004	Owner	CHAPPELL STONE LLC
Class Code	Residential	Physical Address	1304 DARIAN LANE
Taxing District	GRIFFIN-TAD#1	Assessed Value	Value \$85804
	TAD#1	Land Value	Value \$9350
Acres	0.16		

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of 10 Zoll AED Pro Semi-Auto units, 10 battery packs, 2 cases of adult electrodes, and 10 pediatric electrodes from Zoll Medical Corporation, single source, in the amount of \$33,358.50. *Fire Chief John Hamilton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

These units will replace outdated and non-supported units that the fire department currently uses.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This is a budgeted item.

Submitted By:

John Hamilton

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Griffin Fire Department Partially Executed P.O. Terms and Conditions and Q-93224-v4 1-21-2026.pdf](#)
[Zoll_Sole_source_9-25-2025.pdf](#)



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-93224 Version: 4

Griffin Fire Dept
 1430 Ellis Rd
 Griffin, GA 30223

ZOLL Customer No: 404182

John Hamilton
 7702296415
 jhamilton@cityofgriffin.com

Quote No: Q-93224
 Version: 4

Issued Date: January 21, 2026
 Expiration Date: March 31, 2026

Terms: Net due in 30 days

FOB: Destination
 Freight: Free Freight

Prepared by: Marcus Russell
 EMS Territory Manager
 mrussell@zoll.com
 +1 6785427344

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		90110400499991010	AED Pro® Semi-Auto Only Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five (5) year factory warranty, limited lifetime outer housing warranty.	10	\$5,597.00	\$2,958.00	\$29,580.00
2		8000-0860-01	AED Pro non-rechargeable lithium battery pack	10	\$210.00	\$153.00	\$1,530.00
3		8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	2	\$771.00	\$561.75	\$1,123.50
4		8900-0810-01	Pedi-padz II Pediatric Multi-Function Electrodes Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	10	\$127.00	\$112.50	\$1,125.00

Subtotal: \$33,358.50

Total: \$33,358.50

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Griffin Fire Dept
Quote No: Q-93224 Version: 4

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Griffin Fire Dept

Authorized Signature:

ZOLL Medical Corporation

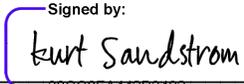
Authorized Signature:

Name: _____
Title: _____
Date: _____

Attest: _____
 Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Signed by:


Name: Kurt Sandstrom
Title: VP/General Manager EMS
Date: Jan 21, 2026

ZOLL TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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

ARTICLE 2 PURCHASE ORDER NUMBER

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

ARTICLE 3 ACCEPTANCES

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

ARTICLE 4 PRICE

Intentionally omitted.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller.

ARTICLE 6 PARTS

Intentionally omitted.

ARTICLE 7 WARRANTIES

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

ARTICLE 8 REMEDIES

Intentionally omitted.

ARTICLE 9 CONFLICTS OF LAWS

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

ARTICLE 10 MODIFICATIONS

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

ARTICLE 11 PATENT INFRINGEMENT

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

ARTICLE 12 TERMINATIONS FOR CAUSE

Intentionally omitted.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

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

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order, any documents referred to on the face thereof, and the Seller's purchase terms and conditions constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Purchaser's failure to insist on any right shall not operate as a waiver of any other right.

ARTICLE 15 WORKS ON PREMISES

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

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City in the product documentation, the City shall invoke the Seller's standard limited product warranty that applies to each affected product.

ARTICLE 17 QUALITY TERMS

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



CITY OF GRIFFIN

FY26 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

- Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.
- Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements.
 - A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.
- Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity

10 ZOLL AED's with Pads and Batteries for our Fire Trucks

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

Zoll AED's are respected in the Industry and are widely used in other City Facilities, as well as by Wellstar EMS.

Supplier/Source Name/Address:

Zoll Medical Corporation 269 Mill Rd. Chelmsford, MA 01824-4105

Supplier/Source Contact:

Marcus Russell

Phone:

678-542-7344

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

The purpose of needing ZOLL AED's is that we currently have this brand in other City Facilities and Wellstar EMS uses them. We have seen the quality of this product.

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

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

Zoll has worked with us on choosing the right product and their reputation and quality are high within the industry.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 9/25/2025

Requestor:

B. Brock

Department: Fire

Dept Accting Code:

101-3520-53-1600

Phone:

###

Purchasing Use Only ↓

Finance Approval:

Comment:

Date Processed:

Date Posted to GPR:

Solicitation #:

Outcome:

Awarded Sole Source:

Issued PO/Contract:

Competitive Bid:

Protests:

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract for preventative maintenance of the sludge dryer propane burner from Stelter & Brinck, Ltd., sole source, in the amount of \$2,975.00 for the Sludge Management Facility. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This service contract will ensure that the sludge dryer burner components are maintained to proper specifications per the manufacturer. Preventative maintenance of this dryer component is necessary to prevent equipment downtime in the on-going sludge treatment process.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY26 budgeted funds in 505-4337-52-2200 (Repair and Maintenance Services)

Submitted By:

Brandon Lewis

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[FY26 Sole Source Stelter & Brink.pdf](#)

[Stelter and Brinck Contract.pdf](#)



CITY OF GRIFFIN

FY26 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

- Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.
- Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements.
 - A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.
- Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity Dryer burner service.

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

Equipment manufacturer OEM.

Supplier/Source Name/Address: Stelter & Brink Ltd.

Supplier/Source Contact: Randy Warren **Phone:** 513-367-9300 ext 142

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

Provide annual OEM service to the propane burner for the sludge dryer.

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

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

Stelter & Brink is the OEM service provider for this burner. They have exclusive knowledge and parts that will be used for the service and maintenance of this dryer component.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 1/7/2025 Requestor: Wally Brown

Department: Water & Wastewater Dept Accting Code: 4337 Phone:

Purchasing Use Only ↓

Finance Approval:

Comment:

Date Processed: Date Posted to GPR: Solicitation #:

Outcome:

Awarded Sole Source: Issued PO/Contract: Competitive Bid: Protests:

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



Process Heat Equipment & Combustion Services Quotation

Quote # 25-56-17586
Quoted 11/11/2025
Cust. Ref. #
Customer City of Griffin
C/O Shoal Creek Water Pollution
2940 W Ellis Rd.
Griffin, GA 30223

Dear Robert,

At Stelter & Brinck, Ltd. it is our vision to be a global supplier of the best products and service through the use of business practices grounded in honesty, fairness and good stewardship.

The equipment you purchase from S&B is not only designed and manufactured to provide unmatched performance in industrial applications, but it will also be tested and/or fired at our factory prior to shipment.

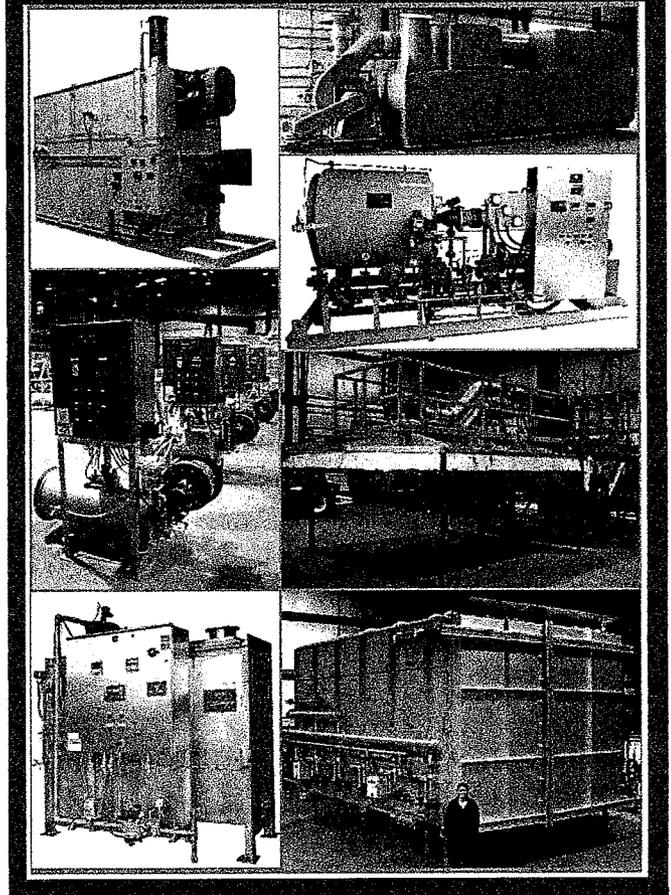
Our highly skilled and experienced field services technicians have worked with many brands of burners and controls. Our techs are backed by our in-house engineering department and will arrive to your site ready to respond to your combustion service needs.

We would like to thank you for the opportunity to quote. Please feel free to contact me with any questions or concerns regarding this quotation. We hope to partner with you on this project.

Sincerely,

Randy Warren
Stelter & Brinck Ltd.
Phone: 513-367-9300 Ext:142
rwarren@stelterbrinck.com

- Indirect Fired Air Heaters
- Direct Fired Air Heaters
- Environmental Systems
- Metals Industrial Equipment
- System Integration
- Speciality Ovens
Furnaces & Conversions
- Combustion Equipment
& Parts
- Field Services & Rebuilds



This quotation is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or otherwise exempt from disclosure under applicable law. If the reader of this quote is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, any disclosure, dissemination, distribution, copying or other use of this communication or its substance is prohibited.



Process Heat Equipment & Combustion Services Quotation

Quote # 25-56-17586
Quoted 11/11/2025
Cust. Ref. #
Customer City of Griffin
 C/O Shoal Creek Water Pollution
 2940 W Ellis Rd.
 Griffin, GA 30223

Scope of Supply

SBMP (Scheduled Burner Maintenance Program)

Perform the following inspections on your AHDR070 Left Hand SLATE - #0002277

- Perform NFPA required safety checks
- Perform burner setup / tuning and control checks
- Perform preventative maintenance mechanical and electrical checks

All labor, travel and living expenses are included in the pricing below.

<u>Deliverables</u>	<u>Qty</u>	<u>Cost Each (Net)</u>	<u>Total Cost</u>
- AHDR070 Left Hand SLATE - #0002277, Scheduled Burner Maintenance	1	\$2,975.00	\$2,975.00
		Total:	\$2,975.00

Billing Type: Fixed Fee

Quote Terms

See attached (S&B Terms & Conditions of Sale) & (Service Addendum to Terms & Conditions)

Cancellation Terms

See attached Terms and Conditions of Sale, which are incorporated as part of this quotation

Estimated Delivery

TBD

Payment Terms

Net 30 Days

Any Payment made via Credit Card will be increased to cover any Credit Card Fees

Warranty

See attached Terms and Conditions of Sale, which are incorporated as part of this quotation

***** Notification of Limited Extent of Quotation**

The equipment and services offered for sale in this quotation are for the design, manufacture or service of the specific piece of process equipment described herein. This quotation does not purport to be or offer in any way an engineered solution to any process needs. If additional work is needed, a revised or new PO is required.

This quotation is valid for 30 days from the date listed above.

This quotation is expressly conditional on the customer's consent to all of the provisions contained in this quotation and the Terms and Conditions of Sale attached hereto. Stelter & Brinck, Ltd. will not proceed with this transaction in any manner or deliver any product without the confirmation of customer's consent to the provisions of this quotation and the Terms and Conditions of Sale.

This quotation supercedes all previous quotes and discussions which are hereby withdrawn.

Warranty

See attached Terms and Conditions of sale, which are incorporated as part of this quotation. A Stelter & Brinck factory technician must be hired to start-up any system for which an emissions guarantee has been provided. If a Stelter & Brinck technician does not start-up the equipment the applicable emissions guarantee and equipment warranty become null and void. If start-up is not part of the quoted price please contact S&B for pricing.

CITY OF GRIFFIN

Douglas S. Hollberg, Mayor

Attest:

Jessica O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III
City Attorney

Date: _____

STELTER & BRINCK

Tony B. B.

Name:

Title: *PRESIDENT*

Date: *11/25/2025*

Stelter & Brinck, Ltd.

Terms and Conditions of Sale

1. Parties. Stelter & Brinck, Ltd., an Ohio corporation, is referred to as "Seller" and the purchasing person or entity listed on the front hereof or described in the attached agreement is referred to as "Buyer". All materials, goods, systems, services or work described on the front hereof or in the attached agreement, regardless of type, are referred to as "Products".

2. Installation: Price Adjustments: Payment.

Installation of the Products shall be Buyer's or end user's responsibility, unless otherwise specified by Seller in writing.

The prices stated on the front hereof or in any attached agreement do not include any charges for installation or any sales, use or other taxes unless so stated specifically. Such taxes will be added to invoice prices in those instances in which Seller is required to collect them from Buyer; provided, however, that if Seller does not collect any such taxes and is later asked or required to pay any such taxes to any taxing authority, Buyer will make such payment to Seller or, if requested by Seller, directly to such taxing authority. Upon Seller's request, Buyer shall deliver to Seller a resale certificate or any other document necessary to establish an exemption from any such tax. At Seller's option, prices may be adjusted to reflect any increase in the costs of Seller resulting from state, federal or local legislation, or any change in the rate charge or classification of any carrier.

All prices are FOB Seller's plant, and payment terms are specified in writing by Seller on the front hereof or otherwise, regardless of whether or not Buyer has been paid by its customer for such Product. Invoices unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum allowable interest rate under applicable law, and Buyer shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorneys' fees.

3. Shipment: Delivery: Risk of Loss. Title to, and risk of loss of, the Products shall pass to Buyer as soon as the Products are delivered by Seller to the carrier. Shipping arrangements shall be made or approved by Seller. Each shipment date is approximate, and Seller shall not be responsible for any damages of any kind resulting from any delay in shipment or delivery of any Products. No deferment of shipment at Buyer's request beyond the shipment date acknowledged or quoted by Seller will be made except upon written notice to Seller at least thirty (30) days in advance of such shipment date and on terms that will indemnify Seller against all loss and additional expense including, but not limited to, demurrage, handling, storage, insurance and carrying charges, resulting from such deferment.

4. Warranty. Seller warrants each of its Products to be free from any defect in material or workmanship for a period of one (1) year from the

PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR COMPONENT, AS SET FORTH ABOVE, AND THIS SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY.

No representative of Seller has the authority to change this warranty in any manner, and no attempt to repair or promise to repair or replace any Product or part or component thereof by any such representative shall alter, extend or change this warranty in any way. No person or entity, including Buyer, is authorized to make any representations concerning any Product on behalf of Seller or to assume for Seller any obligation contained in this warranty. Seller may make any change, modification or improvement to any Product or any Product design without incurring any obligation to install such change, modification or improvement on any previously sold or delivered Product.

5. Claims: Commencement of Actions. Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless such shortages are reported to Seller within seven (7) days after delivery. Any lawsuit or other action by Buyer based upon breach of this order or agreement or upon any other claim arising out of this sale must be commenced within two (2) years from the tender of delivery by Seller.

6. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NONDELIVERY, INSTALLATION, SERVICING. USE OR LOSS OF USE OF ANY PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN THOUGH SELLER HAS BEEN NEGLIGENT, SUCH AS, FOR EXAMPLE, LOST PROFITS OR THE REPAIR OR REPLACEMENT OF ANY PROPERTY OR ASSET (OTHER THAN ANY PART OR COMPONENT COVERED BY SELLER'S EXPRESS WARRANTY) WHICH IS LOST OR DAMAGED AS A RESULT OF SELLER'S ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER UNDER ANY THEORY OF LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

7. Contingencies. Seller shall not be liable for any default or delay in performance under this order or agreement if caused, directly or indirectly, by an act of God, war, force of arms,

fulfillment of any order already received and accepted by Seller)

(b) Fill orders previously received by Buyer by shipping Products direct to Buyer's customers and invoicing said customers as agent for Buyer with the credit risk to be borne by Buyer, and hold the proceeds received from such customers until Buyer is current with Seller

(c) Cancel any unfulfilled and unshipped order, or any portion thereof, by Buyer for Products

(d) Apply any outstanding credits or loans due Buyer against any indebtedness owing by Buyer to Seller, whether or not due or past due

If Buyer fails in any way to fulfill any of its obligations hereunder, Seller may defer further shipments until such default is corrected or cancel the order or agreement and recover damages.

11. Cancellations. After acceptance by Seller, an order shall not be subject to cancellation by Buyer except upon payment to Seller in cash of the following cancellation charges (i) 25% of the purchase price for any order cancelled before drawings are sent by Seller, (ii) 40% of the purchase price for any order cancelled after drawings are sent by Seller and before Seller begins any fabrication of Product to fill such order, or (iii) 100% of the purchase price for any order cancelled after Seller begins such fabrication.

12. Limitation on Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other, except that Seller may assign them to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated or by which it, or all or substantially all of its assets, shall be acquired.

13. Export. If the Products are to be exported, Seller's obligation to ship is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all consular and customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer shall not reexport any Products or any goods or items which incorporate any Products if such reexport would violate United States export laws.

14. Other Rights and Remedies. Except as otherwise provided herein, any rights or remedies granted hereunder to either party shall be in addition to, and not in lieu of, any other rights or remedies of such party at law or in equity.

15. Entire Assignment. Sellers quotation, sellers order acknowledgement, and these terms and conditions contain the entire agreement between Seller and Buyer regarding the subject matter hereof

date of shipment.

If Buyer concludes that any part or component of any Product does not comply with the foregoing warranty, Buyer should carefully pack and return such part or component to Seller, promptly after discovery of any such defect. Buyer is responsible for, and shall prepay, all shipping costs, and Buyer bears the risk for any damage or loss in making such return.

Seller will inspect such part or component upon its return to Seller and, if Seller determines that such part or component is defective and that the defect is covered by this warranty, Seller will, at its option, either repair such part or component or supply Buyer with a replacement part or component. Buyer will be responsible for all shipping costs and loss or damage in returning any

such repaired or replacement part or component to Buyer. Under no circumstances shall Seller reimburse buyer for any costs incurred in removing or reinstalling any repaired or replacement part or component, or for any related field erection costs.

This warranty does not apply to any Product damage or failure caused by (i) use or operation of such Product in excess of any maximum pressures, temperatures or rated capacities or outside of any parameters, specified in Seller's engineering drawings or quotations, (ii) use of any fuel which was not specified for such Product in Seller's engineering drawings, (iii) installation, operation, use or maintenance of such Product which is not in compliance with any applicable instructions set forth in Seller's Product manuals; (iv) any part, component or accessory for such Product not obtained from, or approved by, Seller (v) misapplication, misuse or abuse of the Product or failure to follow any applicable provision of Seller's Product manuals, or (vi) modification of such Product in any way not expressly authorized in writing by Seller.

In order to minimize the possibility of explosion or fire, the Product must be installed, operated, used and maintained in accordance with appropriate instructions and other provisions of Seller's engineering drawings and Product manuals and all applicable local and state codes and regulations and industrial and safety association guidelines.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY

pandemic, epidemic, fire, the elements, riot, labor dispute, picketing or other labor controversy, sabotage, civil commotion, accident, any governmental action, prohibition or regulation, delay in transportation facilities, shortage or breakdown of or inability to obtain or non-arrival of any labor; material or equipment used in the manufacture of the Products; failure of any party to perform any contract with Seller relative to the production of the Products; or from any cause whatsoever beyond Seller's reasonable control, whether or not such cause is similar or dissimilar to the foregoing.

8. Loss to Buyer's Property; Patent Trademark or Copyright Infringement etc. Seller shall not be liable for, and shall have no duty to provide insurance against, any damage or loss to any goods or materials of Buyer which are used by Seller in connection with the manufacture or sale of any Products by Seller to Buyer.

9. Seller's Specifications. Technical Data. etc. Any specifications, drawings, plans, notes, instructions, engineering notices or technical data of Seller furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Seller shall at all times

retain title to all such information and documents, and Buyer shall not disclose any of it to any party other than any party duly authorized by Seller in writing, except as required by law. Upon Seller's request, Buyer shall promptly return to Seller all such information, documents and copies thereof.

10. Credit: Rights of Seller. If Buyer shall fail to pay any indebtedness to Seller promptly when due, or if Buyer's performance or financial condition shall at any time seem to Seller inadequate to warrant a particular or further extension of credit, Seller may, if it so elects, with or without demand for any payment past due, and without prejudice to any other rights or remedies available to it, take some or all of the following actions:

(a) Require cash payment in advance or on delivery or on presentation of a sight draft attached to a bill of lading, letter of credit or such other security or proof of responsibility as is satisfactory to Seller, as a condition to making further shipments of Products to Buyer or any of its customers (irrespective of whether such shipments are in

and constitute the final, complete and exclusive expression of the terms of such agreement, all prior or contemporaneous written or oral communications, agreements, orders, forms or negotiations with respect to such subject matter being merged herein. By way of illustration and not limitation, Buyer's order shall be deemed to incorporate, without exception, all terms and conditions hereof, notwithstanding any order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing apart from such order form and no acknowledgment by Seller of any order by Buyer shall be deemed an acceptance by Seller of any such additional or contrary terms or conditions. Any acknowledgment by Seller of any order by Buyer is expressly conditional on Buyer assenting to, or otherwise being bound by, any terms and conditions hereof which are in addition or contrary to the terms and conditions of Buyer's order form. No additional or contrary terms, conditions or modifications may be made to these Terms and Conditions except by a written instrument signed by one of Seller's officers. Stenographic and clerical errors are subject to correction by Seller.

16. Severability. In the event that any provision hereof shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

17. Governing Law. This document and the sale of all Products, and any disputes relating thereto, shall be governed by, construed in accordance with and resolved under the substantive and procedural (but not conflicts) laws of the State of Georgia.

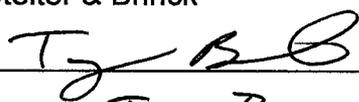
Service Addendum to S&B Terms & Conditions

The parties hereto specifically agree to the attached Stelter & Brinck Terms and Conditions of Sale, as supplemented by the following terms and conditions for Service:

1. The work to be performed by Contractor under this agreement shall be as follows.
2. Any service required not listed in quote will be billed as a separate item.
3. This agreement is for service and parts per the attached quote only. In no event is contractor to be responsible for the cost of any additional parts needed or used.
4. The Contractor reserves the right not to service any piece of equipment which the customer will not maintain, modify, upgrade or authorize corrective action on so as to meet minimum accepted industrial safety requirements for fuel fired equipment, as per NFPA, FM, IRI or any applicable codes or standards, unless specifically stated in the Stelter & Brinck quotation or proposal. Contractor does not represent or warrant that any such codes or standards shall be met or achieved.
5. Customer agrees to pay upon invoice, net 30 days, travel and living expenses associated with the performance of service not covered in the quote section of this agreement by the contractor.
6. Additional work or delays caused by the customer that prevent work being performed in a timely fashion will be billed per S&B service rates as indicated.
7. Current S&B Service Rates apply (see Fax cover page for current rates)
8. Contractor shall in no event be responsible for any consequential damages arising out of any breakdown, malfunction or the failure to function of any of customer's equipment, including but not restricted to customer's loss of income or production or damage to customer's other equipment or facility.
9. This agreement may be cancelled by either party hereto upon 30 days notice in writing to the other party via registered U.S. mail. Cancellation does not relieve the customer of paying service invoices for work performed prior contractor receipt of cancellation notice.

* Sign and return prior to service being performed

Company Name: City of Griffin
Agreed to By: _____
Title: Mayor
Date: _____
PO#: _____

Stelter & Brinck

Name: Tony Brinck
Title: PRESIDENT
Date: 11/25/2025

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an amendment to the contract for Construction Manager At Risk for the Shoal Creek Water Pollution Control Plant Expansion Phase 1 work from Crowder Construction Company, best responsive bidder, in the not to exceed amount of \$2,249,842.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Crowder Construction Company was selected via competitive bid (RFP #25-007) as the CMAR for the Shoal Creek WPCP Expansion project. This Phase 1 amendment to the contract will get Crowder started on early work items ahead of the bulk of the facility upgrade work which will be included in the Phase 2 amendment later this year.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

All costs associated with this amendment are provided from the Combined Public Utilities 2025 Series Bond revenue. The cost of this work shall not exceed \$2,249,842.00.

Submitted By:

Brandon Lewis

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Exhibit D_Ph I Temp Ops Pkg Amendment \(final 1-16-2026\).pdf](#)
[CMAR.pdf](#)

CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

Contract:

*Exhibit D – Phase I Temporary Operations
Package*



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WCDA NO. CMAR-108-2023

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This document was developed by WCDA with the support and review of our members via a pro bono task force of dedicated subject matter experts, including Jessica Adams-Weber, PE (HDR), David Rieken, Jr., PE, DBIA, ENV SP (Sundt Construction), Catherine Lang, Esq. (HDR), Michael C. Loulakis, Esq., FDBIA (Capital Project Strategies, LLC), Peter W. Tunncliffe, PE, DBIA, CIRM (CDM Smith), and Paul Franke, Esq. (Polsinelli).

Water Collaborative Delivery Association
PO Box 13333, 951 20th Street
Denver, CO 80201
303-641-0550
info@WaterCollaborativeDelivery.org
www.watercollaborativedelivery.org

Exhibit D

Phase I Temporary Operations Package Amendment

Effective Date of this Amendment:	
Effective Date of CMAR Construction Agreement and General Conditions	March 11, 2025
Owner:	City of Griffin, Georgia (GA)
CMAR:	Crowder Constructions Company
Facility:	Shoal Creek Water Pollution Control Plant (WPCP)
Project:	Shoal Creek WPCP Expansion – Phase I Temporary Operations Package
Project No.:	00004285

This Phase I Temporary Operations Package Amendment (this “Amendment”) is entered into pursuant to Paragraph 2.1.2 of that certain Construction Agreement with an Effective Date referenced above (the “Agreement”), by and between the Owner and the CMAR, for the Project identified in the Agreement. The Agreement is supplemented by, among other things, the General Conditions between the Owner and the CMAR dated the Effective Date and attached to the Agreement (the “General Conditions”). The Owner and CMAR desire to establish a Phase I Temporary Operations Package Price for the Work defined and described below and in the other Contract Documents relating to such Work. This Amendment, when accepted by the Owner, shall be a Contract Document and part of the Agreement for all purposes. To the extent there exists any conflict between this Amendment and the Agreement, this Amendment shall govern and control the respective rights, duties, and obligations of the Parties hereto with regard to the Scope of the Work, Phase I Temporary Operations Package Price (including Cost of the Work and CMAR’s Fee where applicable), Owner’s Contingency and CMAR’s Contingency (where applicable; such CMAR Contingency being a part of the Cost of the Work), Owner Allowances, and the terms, provisions, and conditions of **Attachments [1]** attached hereto and incorporated herein by this reference, including any CMAR exclusions mutually agreed upon by the CMAR and the Owner. Capitalized terms used herein but not defined herein shall have the meanings given them in the Agreement, General Conditions, and other Contract Documents.

ARTICLE 1 — The Work

The Work to be performed under this Amendment is limited to the construction and completion of the Work and improvements described in **Attachment 1** attached hereto, in strict accordance with the Contract Documents, subject only to the CMAR's Schedule of Qualifications, Assumptions, Clarifications, and Exclusions attached hereto.

ARTICLE 2 — Contract Time

2.1 Substantial and Final Completion

The CMAR shall achieve Substantial Completion of all Work under the Contract Documents within [180] days (the "Contract Time") from the Commencement Date. The "Commencement Date" shall be the Effective Date of this Amendment. The final day of the Contract Time shall be the "Substantial Completion Date." The CMAR shall achieve Final Completion of all Work and the Punch List within [TBD] days after the Substantial Completion Date (the "Close-Out Period"). The final day of the Close-Out Period shall be the "Final Completion Date."

- 2.2** Notwithstanding Paragraph 2.1 of this Amendment, the Owner may designate separate periods of time and dates of Substantial Completion of discrete phases of the Project, in which case, each phase shall have a separate number of days from the Commencement Date to achieve Substantial Completion, and a separate Final Completion Date, and designated Close-Out Period.

ARTICLE 3 — Phase II Construction Price

- 3.1** As full consideration for performance and furnishing of the Work, and subject to the other terms and conditions of the Contract Documents, the Owner shall pay the CMAR the following (the "Phase I Temporary Operations Package Price") (check applicable box[es]):

3.1.1 The Lump-Sum Contract amount of \$[NUMBER]; subject to Change Orders and other applicable provisions of the Contract Documents and this Amendment that permit or require an increase in the Lump-Sum Contract amount.

3.1.2 An amount equal to the Cost of the Work (defined below) plus the CMAR's Fee (defined below) paid in proportion to the Work performed, provided, however, the CMAR guarantees that the sum of the Cost of the Work and the CMAR's Fee shall not exceed \$[2,249,844] (the "GMP" or "Guaranteed Maximum Price"). The Guaranteed Maximum Price is the amount beyond which the Phase I Temporary Operations Package Price may not exceed, subject to Change Orders and other applicable provisions of the Contract Documents and this Amendment that permit or require an increase in the GMP.

3.1.3 Any authorized amount of Allowances as detailed in **Attachment 1** of this Phase I Temporary Operations Package Amendment.

3.2 The compensation to be paid shall be limited to the Phase I Temporary Operations Package Price established pursuant to this Amendment, as the same may be adjusted under applicable provisions of the Contract Documents and this Amendment. To the extent the CMAR's cost to complete the Work exceeds the Lump-Sum Contract amount described in Paragraph 3.1.1 above (in cases where a Lump Sum Phase I Temporary Operations Package Price has been selected by the Parties) or the Cost of the Work plus the CMAR's Fee exceeds the Guaranteed Maximum Price (in cases where a GMP Phase I Temporary Operations Package Price has been selected by the Parties in accordance with Paragraph 3.1.2 above), as modified, the CMAR shall bear such costs in excess of the applicable Phase I Temporary Operations Package Price without reimbursement or additional compensation from the Owner.

Payment for Work performed shall be as set forth in this Amendment and Article 8 of the General Conditions.

ARTICLE 4 — Contingency

The following Contingencies are hereby established by the Owner and the CMAR, shall be included in the Cost of the Work (where applicable), and shall be held, used, and disbursed in accordance with this Article 4 (**check applicable box(es)**):

4.1 A CMAR Contingency in the amount of **[\$162,494] [10% OF THE COST OF THE WORK]** for use by the CMAR for Rework or Work covered up prior to inspection. Such Contingency may be drawn upon by the CMAR at any time for any reason.

4.2 Separate Owner Contingency and CMAR Contingency. The amount of the CMAR Contingency and, where applicable, Owner Contingency, shall be as follows:

4.2.1 For Owner Contingency, the sum of **[\$0] [0% OF THE COST OF THE WORK]**.

4.2.2 For CMAR Contingency, the sum of **[\$162,494] [10% OF THE COST OF THE WORK]**, which is available for the CMAR's exclusive use, including for unanticipated costs it has incurred that are not the basis for a Change Order.

4.2.3 The status of the CMAR Contingency and Owner Contingency shall be reported by the CMAR to the Owner at the following Schedule milestones: **[With each Application for Payment.]**.

4.3 Unused CMAR Contingency on Work remaining at Final Completion of the Work shall be treated as follows: [Savings].

4.4 As used in this Article 4, “Owner Contingency” means the dollar amounts set forth in the Preconstruction Phase and Construction Phase budgets for the Project and is outside of and not included in the Phase I Temporary Operations Package Price and used and controlled solely and exclusively by the Owner for the Owner’s sole and exclusive use on the Project.

4.5 As used in this Article 4, the “CMAR Contingency” means the dollar amount set forth in Paragraph 4.1 or Paragraph 4.2.2 hereof for cost the CMAR incurs as a result of any unforeseen event or circumstance that are not the basis for a Change Order, and other costs and expenses not included in a Change Order but reimbursable as a Cost of the Work or Lump Sum Phase I Temporary Operations Package Price, as applicable. Adjustments to the amount of the CMAR Contingency and the milestones, if any, for release of unused CMAR Contingency, if any, are as set forth in Paragraph 4.5.1. In no event shall the CMAR Contingency be used for Owner-directed changes in the Scope of the Work or the design for the Project.

4.5.1 The CMAR shall track and report the CMAR Contingency and any projected savings (where applicable) to the Owner on each pay application. Where applicable, at each of the milestones described in Paragraph 4.2.3 above or as follows: [N/A] (**complete or state “N/A” as applicable**), any savings realized by the CMAR in the Cost of the Work and other services provided by the CMAR hereunder for the period covered thereby shall be added to the CMAR’s Contingency and a report shall be prepared and provided by the CMAR to the Owner identifying the amount of savings and any additions or subtractions made to the CMAR’s Contingency, in each case in accordance with this Amendment. Unless otherwise provided to the contrary herein, the CMAR Contingency does not include the CMAR’s Fee (where applicable), which shall be added to the CMAR Contingency to reach the GMP. The CMAR Contingency will be allocated to specific line items in the Schedule of Values through the use of a Contingency Expenditure (each a “Contingency Expenditure”) signed by the Owner and the CMAR, including a description of the items covered by the CMAR Contingency Expenditure. The allocation of the CMAR Contingency shall not increase the GMP or Lump Sum Phase I Temporary Operations Package Price, as applicable, and in no event shall the CMAR be entitled to any increase in the GMP or Lump Sum Phase I Temporary Operations Package Price, as applicable, for any phase or the Project as a whole beyond that established by this Amendment in any case or circumstance where the CMAR has exhausted the entire CMAR Contingency and has not previously obtained the Owner’s prior written agreement to any such increase.

4.5.2 The Owner shall not unreasonably withhold approval of a Contingency Expenditure to use the CMAR Contingency so long as (a) the Contingency amount

accessed does not cause the GMP or Lump Sum Phase I Temporary Operations Package Price, as applicable, to be exceeded, and (b) the CMAR uses the CMAR Contingency for items required for the Project that are recoverable as part of the Work under the Contract Documents, but do not justify an increase in the GMP or Lump Sum Phase I Temporary Operations Package Price, as applicable.

4.5.3 Any unused CMAR Contingency remaining at Substantial Completion of the Project shall be treated as follows: [Savings].

ARTICLE 5 — Savings

Check if applicable. **Check if not applicable.** Where a GMP has been selected by the Parties in accordance with Paragraph 4.1.2 hereof, if the sum of the actual Cost of the Work and the CMAR'S Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the net positive difference ("savings") shall be shared as follows: [40% to CMAR and [60]]% to the Owner. In such event, savings shall be calculated and paid as part of the Final Payment under Article 7 of this Amendment and Paragraph 8.9 of the General Conditions, with the understanding that to the extent the CMAR incurs costs after Final Completion that would have been payable to the CMAR as a Cost of the Work, the Parties shall recalculate the savings considering the costs so incurred, and the CMAR shall be paid by the Owner accordingly. Unless otherwise agreed to in writing by the Owner and the CMAR, unused CMAR Contingency remaining at Final Completion of the Work shall be disbursed in accordance with Paragraph 4.3 hereof.

ARTICLE 6 — Retainage

From each progress payment, the Owner may retain funds in accordance with Article 6 of the amount otherwise due after deduction of any amounts as provided in Paragraph 8.3 of the General Conditions and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision, then:

6.1 Retention in the amount of [5]% (tied to state public contracting requirements) shall be withheld from each Progress Payment until the Work is [100]% complete, except as noted below in Paragraph 6.2, and thereafter retainage shall be reduced to [0]%.

6.2 Retention for the Phase I Temporary Operations Package Price shall be released upon Substantial Completion of the Work, subject to the CMAR providing lien releases and a consent of surety. The Owner, at its sole discretion, may elect to release retention for a Subcontractor prior to Substantial Completion if the Subcontractor has satisfactorily completed its Scope of Work and has provided final lien releases for its Work.

ARTICLE 7 — Final Payment

Final payment of the balance of the Phase II Construction Price (“Final Payment”) shall be made to the CMAR within [30] days after the CMAR has applied for Final Payment, including submissions required under Subparagraph 8.9.3 of the General Conditions. Release of remaining retention shall be made to the CMAR within forty-five (45) days after the Notice of Completion has been recorded by the Owner.

Approved as to form:

Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

Executed as of the Effective Date.

OWNER

By: _____

Name: Douglas S. Hollberg

Title: Mayor

Dated: _____

Attest: _____
Jessica W. O'Connor, Secretary

CMAR

By: _____

Name: _____

Title: _____

Dated: _____

Attachment 1—Temporary Operations Package Proposal

(See attached Phase I - Temporary Operations Package proposal by Crowder Construction Company dated 1/16/26.)



CROWDER CONSTRUCTION COMPANY

CIVIL AND ENVIRONMENTAL

Date: January 16, 2026

City of Griffin, Georgia
P.O. Box T
Griffin, GA 30224

Re: Shoal Creek WPCP Expansion
Temporary Operations Package Proposal

Attn: Brandon Lewis

Pursuant to Paragraph 2.1.2 of our Agreement, dated March 11, 2025, we are pleased to provide you with pricing as follows:

Guaranteed Maximum Price (GMP) - \$2,249,842

Schedule – Based on receipt a Notice to Proceed (NTP) by no later than February 23, 2026, we anticipate an approximate duration of One Hundred Eighty (180) days to achieve Substantial Completion, provided a land disturbance permit has been obtained and sitework can commence by no later than March 30, 2026. We shall be granted a day-for-day extension for each day land disturbance activities are delayed due to permitting at no fault to Crowder.

Our proposal is based on the Phase I Temporary Operations drawings by KCI, dated November 2025.

We have included Allowances as follows:

- Trench rock excavation \$40,000 (200 cy @ \$200/cy)
- Inclement weather \$184,512 (24 days @ \$7,688.day)

Please find attached the following breakdown of the Lump Sum Price and supporting documentation:

- Project Cost Summary
- List of Assumptions and Clarifications

We exclude hazardous materials.

We exclude Buy America Act (BAA), Build America, Buy America (BABA) Act, or other Federal Domestic Preference Procurement requirements. We exclude compliance with GEFA funding (i.e. Davis Bacon wages, AIS, etc.).

Our proposal is based on being provided with reasonable access to the proposed facility site in a timely fashion to maintain a productive schedule.

We reserve the opportunity to adjust our pricing should acceptance be extended beyond February 20, 2026.

We trust that you will find this proposal to be in order, however, should you have questions please contact this office.

Sincerely,

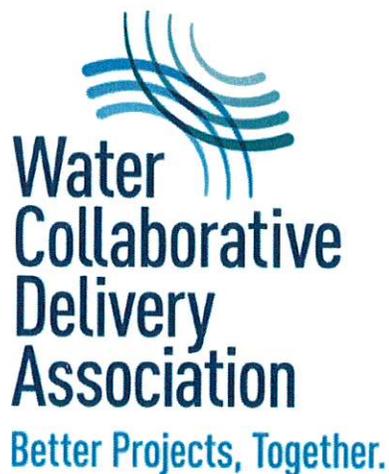
Christopher Robards
Senior Vice President
Crowder Construction Company
919-367-2000
crobards@crowderusa.com

City of Griffin
Shoal Creek Water Pollution Control Plant Expansion
Assumptions and Clarifications - Temporary Operations Package

Item No.	Description / Structure	Drawing / Spec	Division	Description	Phase	Comments / Path Forward
1	General		Div. 01	Our early sitework estimate is based upon the Phase 1 Temporary Operations drawings dated November 2025.	TOP	
2	General		Div. 01	Provisions for Davis Bacon wage rates, the American Iron and Steel (AIS) Act, or the Build America Buy America (BABA) Act are not included.	TOP	
3	General		Div. 01	No provisions have been made for testing, abatement and/or disposal of hazardous materials.	TOP	
4	General		Div. 01	All water and electrical service for construction activities and temporary utilities will be supplied by the Owner at no cost.	TOP	
5	General		Div. 01	We have not included any regulatory or state permit fees.	TOP	
6	Schedule		Div. 01	We assume a Land Disturbance Permit will be obtained by others and sitework activities can commence no later than March 30, 2026.	TOP	
7	Allowance		Div. 01	We have included an allowance for inclement weather days.	TOP	
8	General		Div. 01	Based on Crowder's recent market experience, the escalation summary outlines anticipated cost increases. The total allowance applies to all potential escalations, not just those listed.	TOP	
9	General		Div. 01	The material escalation contingency is intended to cover material escalation only. It is not intended to cover increases related to any existing or future tariffs.	TOP	
10	Security		Div. 01	Temporary security (guard, fencing, cameras, etc.) is not included.	TOP	
11	Sludge Removal		Div. 01	Removal of sludge from existing basins is not included and is to be provided by others (Synagro).	TOP	
12	Demolished Material		Div. 01	Any demolished material or equipment that the Owner wishes to salvage will remain on site. Handling and freight to any offsite location is not included.	TOP	
13	Aeration Basin #2		Div. 01	Basin pump down and sludge removal are not included in the Early Site Package.	TOP	
14	Earthen Berm		Div. 02	All material for the earthen berm is assumed to come from an onsite borrow pit. We have not included conditioning / amendment of the existing soil or any imported soil from offsite.	TOP	
15	Erosion Control		Div. 02	We've included silt fence for disturbed work areas.	TOP	
16	Trench Rock Allowance		Div. 02	We have included a trench rock allowance (200 cy x \$200/cy = \$40,000). All excavated rock to be disposed of on-site.	TOP	
17	Temporary Aerators		Div. 11	We've included temporary mooring blocks and mooring cable for the existing aerators (2) relocated to Basin #1. Two (2) existing aerators will remain in service in Basin #2.	TOP	
18	PC Pump - Biosolids Building		Div. 11	PC pump, controls, VFD, conveyor, and installation of these items is not included in the Early Sitework Package. These items and installation will be included in 90%.	TOP	
19	Temporary Gravity Sewer		Div. 15	Temporary 20" DIP includes Protecto 401 lining. Precast manholes do not include coatings on the interior or exterior.	TOP	
20	Bypass Pumping		Div. 15	Bypass pumping is not shown or included for any temporary operations.	TOP	
21	Temporary Aerators		Div. 16	We've included temporary cable for the aerators relocated in Basin #1. Power is assumed to originate in the existing Operations Building. Temporary ductbank is not included.	TOP	

CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

**Contract Template:
*Agreement***



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WCDA NO. CMAR-105-2023

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This document was developed by WCDA with the support and review of our members via a pro bono task force of dedicated subject matter experts, including Jessica Adams-Weber, PE (HDR), David Rieken, Jr., PE, DBIA, ENV SP (Sundt Construction), Catherine Lang, Esq. (HDR), Michael C. Loulakis, Esq., FDBIA (Capital Project Strategies, LLC), Peter W. Tunnicliffe, PE, DBIA, CIRM (CDM Smith), and Paul Franke, Esq. (Polsinelli).

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Project Name

Agreement Between Owner and Construction Manager at-Risk (CMAR)

(Where the Basis of Payment is either the Cost of the Work Plus CMAR's Fee Not to Exceed a Guaranteed Maximum Price, or a Lump-Sum Contract Price)

Agreement

This Agreement is made this 11th day of March in the year 2025 (the "Contract Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by and between the

OWNER

City of Griffin, Georgia

P.O. Box T

Griffin, GA 30224

and the

CONSTRUCTION MANAGER AT-RISK (CMAR):

Crowder Construction Company

1111 Burma Drive

Apex, NC 27540

for services in connection with the following Project:

PROJECT NO.: 00004285

PROJECT NAME: SHOAL CREEK WASTE POLLUTION CONTROL PLANT (WPCP) EXPANSION

PROJECT LOCATION: GRIFFIN, GA

PROJECT SUMMARY: WPCP EXPANSION TO 3.0 MGD AND NEW EFFLUENT DISCHARGE

PROJECT PHASING: Phase I – Preconstruction Services, Phase II –Construction Services

Notice to the Owner and/or CMAR (each individually a "Party" and collectively, the "Parties") shall be given at the above addresses.

Accordingly, the Parties hereto hereby agree as follows.

ARTICLE 1 — Definitions

1.1 Definitions

1.1.1 “Agreement” means this Agreement between Owner and CMAR (where the Basis of Payment is the Cost of the Work plus CMAR’s Fee with a Guaranteed Maximum Price or a Lump Sum, as modified by the Parties, and the exhibits and attachments made part of this Agreement upon its execution), as modified by subsequent Amendments.

1.1.2 “Allowance” is an estimated sum to be used as Owner directs for categories of Work that cannot be established at the time the GMP or Fixed Price are agreed upon. Owner can direct Work under Allowances only up to the established amount. Any work directed over the established Allowance amount is to be processed by Change Order to CMAR.

1.1.3 “Applicable Law” or “Applicable Laws” means, collectively, all applicable federal, state, and local laws, statutes, rules, regulations, tariffs, levies, embargoes, ordinances, codes, and binding administrative or judicial precedents or authorities, including the binding interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation, or administration thereof, and all applicable administrative orders, directed binding duties, licenses, authorizations, and permits of, and binding agreements with, any Governmental Authority, in each case applicable to or affecting the Project or the Work of CMAR under this Agreement or the other Contract Documents.

1.1.4 “Assumptions” and “Clarifications” are material terms associated with CMAR’s Guaranteed Maximum Price or Lump Sum upon which the Owner and CMAR agree and are more particularly described in Attachment 23 of the Phase II Construction Price Amendment.

1.1.5 “Bid Package” or “Bid Packages” means one or more design bid packages for specific scopes of the Work that are developed and generated by the Engineer for bidding and award pursuant to this Agreement.

1.1.6 The term “Business Day” means any day other than a Saturday, Sunday, or legal holiday on which national banks located in the state jurisdiction in which the Project is situated are not required or permitted to be open for business to the public.

1.1.7 A “Change Order” is a written order signed by the Owner and the CMAR after execution of this Agreement indicating any change to the Agreement including, among other things, changes in the Scope of the Work, the CMAR’s Fee for Preconstruction Phase Services, the Phase II Construction Price and Date of Substantial Completion, or Date of Final Completion.

1.1.8 A "Change Order Proposal" is a proposal submitted by the CMAR or the Owner for a change in the Work as evidenced by a Change Order.

1.1.9 The "CMAR" is [Crowder Construction Company \(Crowder\)](#).

1.1.10 The "CMAR Representative" is [Michael Powers](#).

1.1.11 "Construction Phase" or "Construction Phase Services" means the Work of the CMAR undertaken during Phase II pursuant to the Drawings and Specifications in accordance with Paragraph 2.2 of this Agreement and other applicable terms and provisions of this Agreement and the other Contract Documents.

1.1.12 "Construction General Conditions Costs" are an element of the Cost of Work that is included in the Construction Price as agreed to by the CMAR and the Owner and has the meaning set forth in Article 5 of the Phase II Construction Price Amendment.

1.1.13 "Contingencies," where applicable, has the meaning set forth in Paragraph 10.5 of the Phase II Construction Price Amendment.

1.1.14 The "Contract Documents" represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. It consists of this Agreement, the General Conditions, the Phase II Construction Price Amendment, the Drawings, Specifications, addenda issued prior to execution of this Agreement, information furnished by the Owner under Paragraph 3.8 of the General Conditions, any supplemental or other conditions attached as an exhibit to this Agreement, performance Specifications attached as an exhibit to this Agreement, the CMAR's qualifications, Assumptions, and Clarifications mutually agreed upon by Owner and CMAR and identified in and attached to this Agreement and/or the Phase II Construction Price Amendment, the other documents listed in this Agreement, and any modifications issued after its execution, including, without limitation, Change Orders and Owner Change Directives. The Contract Documents do not include bidding instructions or sample forms not attached as exhibits to this Agreement.

1.1.15 The "Contract Time" is the overall time period allowed for performance of the Work.

1.1.16 "Cost of the Work," where applicable, has the meaning of the sum of all allowed direct and indirect costs necessarily and reasonably incurred and paid by CMAR in the performance of the Work including those set forth in the Phase II Construction Price Amendment.

1.1.17 The term "Day" or "day" shall mean calendar day unless otherwise specifically defined.

1.1.18 “Defective Work” is any portion of the Work that does not conform to the Contract Documents, as more fully described in Paragraphs 2.4 and 2.5 of the General Conditions.

1.1.19 “Differing Site Conditions” means conditions at the Project site that are: (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents.

1.1.20 “Drawings” means the documents prepared by Engineer or other consultants of Owner showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.21 “Early Work(s) Package(s)” is procurement or construction work that may be performed during Phase I or Phase II that may benefit the Project.

1.1.22 “Engineer” means the licensed Engineer and its consultants, retained by Owner to perform design services for the Project. The Engineer for the Project is [KCI Technologies, Inc.](#)

1.1.23 “Engineer Contract” means the engineering contract dated [April 23, 2024](#) between Owner and Engineer for the design and/or engineering of the Project or portions thereof.

1.1.24 “Fee” or “CMAR Fee” means, where a GMP has been selected by the Owner and CMAR as the basis for establishing a Phase II Construction Price for the Project or Bid Package, as applicable, the Fee to be charged by the CMAR, which shall either be (a) expressed as a percentage of the Cost of the Work, or (b) a fixed dollar amount based on the Cost of the Work, in each case agreed upon by the Owner and the CMAR at the time of execution of, and in accordance with, the Phase II Construction Price Amendment for the CMAR’s performance of the Work.

1.1.25 “Field Order” means minor changes in the Work if the changes do not involve an adjustment in the Phase II Construction Price or the Contract Times and are compatible with the design of the completed Project as a functioning whole as indicated by the Contract Documents.

1.1.26 “Final Completion” occurs on the date when the CMAR’s obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable in accordance with Article 14 of the Phase II Construction Price Amendment and Paragraph 8.9 of the General Conditions. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the CMAR.

1.1.27 “Final Payment” has the meaning set forth in Article 14 of the Phase II Construction Price Amendment.

1.1.28 “Force Majeure,” as defined in the General Conditions in Paragraph 5.4.1.3.

1.1.29 The “General Conditions” to the Agreement is included as Exhibit A.

1.1.30 “GMP” or “Guaranteed Maximum Price” means, with regard to the Project as a whole or any Bid Package for construction of any portion of the Work where a GMP is selected by the Parties as the basis for the Phase II Construction Price, as may be further defined in the Phase II Construction Price Amendment for the Project, as applicable. The Guaranteed Maximum Price for the Work covered thereby, as established by a Phase II Construction Price Amendment executed by and between Owner and CMAR, is further defined as the Cost of Work plus Allowances and fee for such Work. Subject to Change Orders and other allowable adjustments made pursuant to this Agreement or the other Contract Documents, where the Phase II Construction Price for any Work is based on a GMP, the Phase II Construction Price for such Work shall not exceed the GMP for such Work plus any approved additions or deductions to the GMP.

1.1.31 “Governmental Authorities” means any federal, state, local, or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank, public office, court, arbitration or mediation panel, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government.

1.1.32 “Lump Sum” means a lump-sum contract price established for the Phase II Construction Phase Services in accordance with a Phase II Construction Price Amendment.

1.1.33 A “Material Supplier” is a person or entity retained by the CMAR or a Subcontractor to provide material or equipment for the Work.

1.1.34 “Others” means other contractors, Material Suppliers, and persons at the Worksite who are not employed by the CMAR or Subcontractors.

1.1.35 “Owner” is [The City of Griffin](#) and includes the Owner’s representative and any other Owner authorized person or entity.

1.1.36 “Owner’s Approved Budget” means the sum of \$[TBD](#).

1.1.37 “Owner Change Directive” means a directive issued by Owner to CMAR to undertake and perform a change in the Work prior to the time such Parties have reached agreement on the adjustment, if any, of the Phase II Construction Price or the Contract Time.

1.1.38 The Owner’s authorized representative is [Brandon Lewis](#) (the “Owner’s Representative”).

1.1.39 “Phase I” means the Preconstruction Phase.

1.1.40 “Phase II” means the Construction Phase Services performed by CMAR pursuant to this Agreement and the other Contract Documents.

1.1.41 “Phase II Construction Price” means the contract price established by the Parties for CMAR’s performance of the Work during the Construction Phase in accordance with this Agreement and the other Contract Documents and as reflected in the Phase II Construction Price Amendment, as the same may be modified by any Change Orders increasing or reducing such contract price and may be either a Lump-Sum price or GMP.

1.1.42 “Phase II Construction Price Amendment” has the meaning given to it in Exhibit B, Paragraph 1.15.

1.1.43 “Phase II Construction Price Proposal” has the meaning given to it in Exhibit B, Paragraph 1.15.2.

1.1.44 “Preconstruction Phase” or “Preconstruction Phase Services” means the Phase I Preconstruction Services performed by CMAR in connection with the Project and described in Paragraph 2.1 of this Agreement.

1.1.45 “Project” is the building, facility, or other improvements for which the CMAR is to perform Work under this Agreement. It may also include construction by the Owner or Others which is not part of the Work of this agreement.

1.1.46 “Risk Register” is the result of an assessment led by either the Owner or the CMAR, and agreed to by both parties, that identifies potential project risks and the likelihood of occurrence and allocates the responsibility for mitigation of each risk element.

1.1.47 “Schedule” is the critical path method (CPM) schedule prepared by the CMAR that specifies the dates on which the CMAR plans to begin and complete various parts of the Work, including all activities during Phase I Preconstruction and Phase II Construction.

1.1.48 “Schedule Update” means any update to the Schedule prepared and submitted by CMAR to Owner concurrently with CMAR’s submission to Owner of a Phase II Construction Price Proposal, a Phase II Construction Price Amendment, or as otherwise required or permitted hereunder.

1.1.49 “Specifications” means the documents prepared by Owner, Engineer, or other consultant of Owner consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

1.1.50 A “Subcontractor” is a person or entity retained by the CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The Subcontractor

obligations within this Agreement shall also apply to the CMAR for all self-perform trade work.

1.1.51 “Substantial Completion of the Work,” or “Substantially Complete” or a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the beneficial use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the Engineer and CMAR with Owner’s consent. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the CMAR’s control. In addition to and without limiting the generality of the foregoing requirements of this Paragraph 1.1.51, “Substantial Completion” of the Work or a portion of the Work shall not be deemed to have occurred unless and until the Project or a portion thereof is available for beneficial use and satisfies any other requirements set forth in the Phase II Construction Price Amendment.

1.1.52 A “Sub-subcontractor” is a person or entity who has an agreement with a Subcontractor to perform any portion of the Work.

1.1.53 “Work” means the construction and services necessary or incidental to fulfill the CMAR’s obligations for the Project in conformance with this Agreement and the other Contract Documents, including the Preconstruction Phase Services and the Construction Phase Services as set forth in the Scope of Work.

1.1.54 “Worksite” means the location of the Project as identified in Article 1 where the Work is to be performed.

Capitalized terms used herein but not defined herein shall have the meanings given them in the Phase II Construction Price Amendment, General Conditions, and other Contract Documents.

ARTICLE 2 — CMAR Responsibilities

2.1 Phase I Preconstruction Phase Services

2.1.1 Commencement. Preconstruction Phase Services, as described in **Exhibit B** attached hereto, shall commence no later than **Five (5)** calendar days following the Owner’s issuance of a Phase I Notice to Proceed in substantially the form of **Exhibit C** attached hereto and incorporated herein by this reference with the appropriate box checked. For the performance of the Preconstruction Phase Services CMAR shall be paid the Preconstruction Phase Services fees in the amount and in the manner set forth in Paragraph 6.1.

2.1.2 Early Work(s) Package(s). If applicable, Early Work(s) Package(s) commenced prior to mutual execution of a Phase II Construction Price Amendment shall be performed and paid for pursuant to **Exhibit D** and **Exhibit D.1** to this

Agreement but otherwise subject to the terms, covenants, and conditions of this Agreement and the other Contract Documents.

2.1.3 Completion. CMAR's Preconstruction Phase Services shall be deemed to have been completed upon mutual execution of a Phase II Construction Price Amendment for the Work, hereto attached as **Exhibit E**, covered by the Construction Phase Services. If the Owner and CMAR are unable to reach a written agreement on a Phase II Construction Price Amendment, the Owner may terminate this Agreement for convenience on **Ten (10)** business days' written notice to the CMAR in accordance with Paragraph 10.3 of the General Conditions. In the event of such termination for convenience, the CMAR shall be compensated for (1) the portion of the CMAR's Preconstruction or Construction Phase Services, if any, performed to the date of such termination, but the CMAR shall not be entitled to compensation for Work not performed, plus (2) reasonable demobilization costs, if any, which shall include, but not be limited to, reasonable cost(s) incurred by CMAR to break contractual obligations with Subcontractors, Subconsultants, Suppliers, Vendors, and Materialmen entered prior to Subcontractor's receipt of the notice of termination. In such event, the CMAR shall have no obligation to perform the Scope of Work covered by such unexecuted Phase II Construction Price Amendment.

2.2 Construction Phase Services

2.2.1 Commencement. Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, CMAR's Construction Phase Services shall commence within **Five (5)** days of the Phase II Notice to Proceed.

2.2.2 Self-Perform Work. As part of the CMAR's Construction Phase Services, the CMAR may be entitled to self-perform work on a negotiated basis or competitively bid against the market in accordance with applicable law and Owner approval. Any self-perform Work, whether negotiated or competitively bid, that is approved by the Owner is subject to the terms and conditions of and as identified in **Exhibit B** and the following provisions of this Paragraph 2.2.2.

2.2.2.1 The CMAR may seek to perform portions of the Work itself, other than minor work that may be included in the CMAR's Construction General Conditions Costs, if the CMAR or CMAR team member submits its proposal and is awarded for those portions of Work in the same manner as all other Subcontractors. If the CMAR intends to submit a proposal for such Work, it shall notify Owner prior to soliciting Proposals and all such proposals shall be submitted directly to the Owner in accordance with **Exhibit B**. If the Owner determines that the CMAR's bid or CMAR team member's proposal provides the best value, based on cost and relevant experience for the Owner, the CMAR or CMAR team member may be awarded that portion of the Work.

2.2.2.2 If a selected Subcontractor defaults in the performance of its Work or fails to execute a subcontract after being selected in accordance with this paragraph, the CMAR may, without advertising, fulfill the contract requirements through selection of an alternate Subcontractor or self-performance, in each case with the Owner's prior written approval. Owner shall be notified in the event of a Subcontractor default or failure to execute the subcontract.

2.2.2.3 Work identified pursuant to **Exhibit B** and performed directly by the CMAR shall be limited to 100% of the Phase II Construction Price unless a lower or higher percentage is requested and approved by the Owner. For any Work that will be performed by the CMAR, bids or request for proposal shall be submitted to and reviewed by the Owner's Representative or any other neutral party as determined by the Owner to avoid a conflict of interest.

ARTICLE 3 — Owner Responsibilities

3.1 Owner Responsibilities

Owner shall be responsible for providing the information and delivering the materials set forth in Article 3 of the General Conditions.

ARTICLE 4 — Subcontracts and Labor Relations

4.1 Subcontractors

The work not performed by the CMAR with its own forces shall be performed by Subcontractors. All subcontracts shall be issued on a Lump-Sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor. ~~Owner may require CMAR to competitively bid subcontracts for services or supplies that are over \$[NUMBER]. CMAR may subcontract any services or supplies that are under \$[NUMBER] without the approval or competitive requirement to Subcontractors.~~

4.2 Labor Relations

4.2.1 Prevailing Wages.

4.2.1.1 Check if applicable: **Applicable laws.** The current prevailing wage rate determinations for public works contracts by the Owner, the Director of the State Department of **LABOR**, and, if federal funding is used for the Project, the current General Wage Determination Decisions, as determined by the US Secretary of Labor, as same may be changed during the term of this Agreement, are incorporated by this reference.

4.2.1.1.1 Check if applicable: **Davis-Bacon.** Should Owner obtain federal funding for the Project, CMAR shall be responsible for ensuring that all subcontracts and Subcontractors fully comply with all applicable requirements of the Davis-Bacon Act, including but not limited to applicable prevailing wage, contractual provisions, and recordkeeping.

4.2.2 Compliance Monitoring. CMAR shall require every subcontract to provide certified payroll reports with respect to all persons performing labor necessary to complete any portion of Work on the Project.

4.2.3 Nondiscrimination / Nonharassment. CMAR shall not engage in any form of discrimination or harassment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, or any other protected classification against any employee or applicant for employment on the Project.

ARTICLE 5 — Time

5.1 Performance of the Work

5.1.1 Date of Commencement. The Date of Commencement of the Preconstruction Phase Services and Construction Services, as applicable, shall be as set forth in Subparagraph 5.1.1 of the General Conditions. The Work shall proceed in general accordance with the Schedule of Work as such Schedule may be amended from time to time, subject to other provisions of this Agreement. The Schedule is subject to allowable adjustments in the Contract Time as permitted herein or in the other Contract Documents.

5.1.2 Substantial / Final Completion. Unless the Parties agree otherwise, the Date of Substantial Completion and the Date of Final Completion shall be established pursuant to the Phase II Construction Price Amendment, subject to adjustments as provided for in the Contract Documents. If a Phase II Construction Price is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth via Amendment.

5.1.3 The CMAR shall not knowingly commence the Work before the effective date of insurance and bonds to be provided by the CMAR and to Owner as required by the Contract Documents.

5.2 Schedule of the Work

5.2.1 The initial Schedule is attached hereto as **Exhibit F**.

5.2.2 Owner will timely review the baseline Schedule submitted by CMAR. If the Owner determines that additional supporting data are necessary to fully evaluate the Schedule, the Owner will request additional supporting data in writing. Such data shall be furnished no later than **Ten (10)** days after the date of such request.

Owner will render a decision promptly and in any case within **Ten (10)** days after the latter of the receipt of the Schedule update or the deadline for furnishing such additional supporting data. Owner shall review, approve, and/or provide comments in a reasonable time.

5.2.3 Contemporaneously with CMAR's submission of its Phase II Construction Price Proposal in accordance with Phase II Construction Price Amendment, the CMAR shall submit to the Owner and, if directed, the Engineer, a Schedule Update, in compliance with the technical scheduling requirements attached hereto as **Exhibit F** and the requirements of this Paragraph 5.2, that shall show the dates on which the CMAR plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

5.3 Contract Time, Delays, and Extensions of Time

5.3.1 The Contract Time is Two Hundred Seventy **[270]** days for pre-construction phase services.

5.3.2 The Contract Time, as it may be modified from time to time in accordance with this Agreement and any other applicable Contract Documents, shall control the determination of liquidated damages payable to CMAR under Paragraph 5.4 and in the determination of any delay under Paragraph 5.3.

5.3.3 The CMAR will include to be negotiated at GMP days of weather-related delays within the Project Construction Schedule. If the number of weather-related delays exceeds to be negotiated at GMP days, the CMAR may be entitled to a commensurate extension of time and reimbursement of costs associated with the delay, including Construction General Conditions Costs, in each case as may be agreed upon by the Owner and CMAR but subject to the requirements of Article 5 of the General Conditions.

5.3.4 In the event delays to the Work are encountered for any reason, the CMAR shall provide prompt written notice to the Owner of the cause of such delays after CMAR first recognizes the delay. Excusable delays shall be adjusted upon and subject to the terms and conditions of Article 5 of the General Conditions.

5.3.5 A waiver of or failure by the Owner or Owner's Representative to enforce any requirement in this Article 5 hereof or the requirements of Article 5 of the General Conditions, including, without limitation, the requirements in Paragraph 5.3 thereof, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the Owner or Owner's Representative from enforcing such requirements in connection with any present or future delays.

5.4 Liquidated Damages

5.4.1 Substantial Completion. The Owner and the CMAR agree that this Agreement shall provide for the imposition of liquidated damages for any CMAR delay not excused by Paragraph 5.3 hereof or elsewhere in this Agreement.

5.4.1.1 The CMAR agrees that if the Work of the Project is not Substantially Completed on or before the Substantial Completion Date applicable to the Project or related Bid Package, the CMAR shall pay the Owner as liquidated damages and not as a penalty the sum of (to be negotiated at GMP) per day for each day of unexcused delay past the Substantial Completion Date. The liquidated damages provided herein shall be the sole and exclusive remedy for any unexcused delay in the performance of CMAR's obligations hereunder and shall be in lieu of any and all other liability to the Owner for extra costs, losses, expenses, claims, penalties and any other damages of whatever nature (whether actual, compensatory, direct, indirect, special, consequential, punitive, or otherwise) incurred by the Owner and which are caused by any unexcused CMAR delay in timely achieving Substantial Completion on or before the Substantial Completion Date. The Parties acknowledge and agree that it would be extremely difficult, if not impossible, to quantify the economic loss incurred by the Owner as a result of such unexcused delay, that the liquidated damages contemplated herein are reasonable and represent a fair approximation of the economic loss to be incurred by Owner as a result of such unexcused delay, and that such liquidated damages shall be enforceable to the maximum extent permitted under Applicable Law. The liquidated damages amount has been freely bargained for by the Parties for valuable consideration and shall be enforceable to the maximum extent permitted by applicable law.

ARTICLE 6 — Compensation

6.1 CMAR's Compensation for Preconstruction Phase Services

6.1.1 The Owner shall compensate CMAR for performance of the CMAR's Preconstruction Phase Services outlined in Paragraph 2.1 hereof on the following basis: LUMP SUM BASIS in the amount of \$281,875.00. Such compensation shall be based on the direct personnel costs incurred by CMAR and includes the direct salaries of the CMAR's personnel providing Preconstruction Phase Services on the Project and CMAR's customary and mandatory contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions and, unless otherwise provided, includes all sales, use, consumer, and other taxes mandated by applicable law, and appropriate fee applied to such costs.

6.2 CMAR Compensation for Early Work(s) Package(s)

6.2.1 If the Parties agree to negotiate Early Work Packages, refer to **Exhibit D**. Services performed for Early Works shall be subject to this Agreement and the General Conditions and other provisions of the Contract Documents applicable to the Phase II Construction Services.

6.3 CMAR’s Compensation for Construction Phase Services

6.3.1 The Owner shall compensate the CMAR for Work performed and described in a Phase II Construction Price Amendment on the basis of either a Lump-Sum Phase II Construction Price or Guaranteed Maximum Price, in each case as set forth in such Phase II Construction Price Amendment and General Conditions.

6.4 Hourly Rates

6.4.1 Where Work or portions thereof performed by the CMAR for Preconstruction Phase Services is charged on an hourly rate basis, such Work shall be subject to and completed in accordance with the CMAR’s hourly rate schedule attached hereto as **N/A** and incorporated herein by this reference and shall be inclusive of markup for overhead and profit. A separate hourly rate schedule for Construction Phase Services shall be attached to the Phase II Construction Price Amendment upon Owner’s and CMAR’s mutual execution of the same and shall be at cost without markup for overhead and profit.

6.5 Savings

6.5.1 If the sum of the actual Cost of the Work and CMAR Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference (“Savings”) shall be shared as follows:

Forty percent (40%) to CMAR and Sixty percent (60%) to Owner

ARTICLE 7 — Changes

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order, Owner Change Directive, and Field Order, in each case in accordance with and subject to the terms and provisions of Article 7 of the General Conditions and any Phase II Construction Price Amendment executed in connection herewith for the Project.

ARTICLE 8 — Payment

Payments for Preconstruction Phase Services shall be made **MONTHLY** in proportion to services performed unless otherwise agreed, in writing, by Owner and CMAR. Payments are due and payable upon presentation of the CMAR’s request for payment. Amounts unpaid more than **Thirty (30)** days after the invoice

date shall bear interest at the rate of the statutory post judgement interest rate in effect on the date hereof in the state in which the project is located.

- 8.1** Payments for Construction Phase Services performed following the execution of a Phase II Construction Price Amendment for the same shall be made in accordance with such Amendment and the General Conditions.

ARTICLE 9 — Liability

9.1 Waiver of Consequential Damages

Except for (a) damages mutually agreed upon by the Parties as liquidated damages in Paragraph 5.4 hereof, and (b) subject to the following provisions set forth in this Paragraph 9.1, notwithstanding anything else herein to the contrary, the Owner and the CMAR agree to waive all claims against each other for any consequential ~~or other special~~ damages that may arise out of or relate to this agreement. The Owner agrees to waive consequential ~~or other special~~ damages including, but not limited to, the Owner's loss of use of the Project, any rental expenses incurred, loss of tax abatements or credits, cost of substitute facilities or services, cost of purchased or replacement product or claims from customers or suppliers of Owner, loss of income, profit, or revenue related to the Project, as well as the loss of business, opportunity, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation or goodwill and/or insolvency regardless of whether any of the foregoing are found to be direct or indirect. The CMAR agrees to waive consequential damages including, but not limited to, loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation and / or insolvency. The provisions of this paragraph shall also apply to the termination of this Agreement and shall survive such termination.

9.2 CMAR's Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the other Contract Documents, the maximum liability, in the aggregate, of the CMAR, its Subcontractors, sureties (if any) and their respective officers, directors, shareholders, employees, agents, successors and assigns to Owner and anyone claiming by, through, or under Owner for any loss, damage, suit, action, liability, claim, or expense caused by, resulting from, or arising out of or relating in any way to this Agreement or the Project from any cause whatsoever, including, without limitation, the negligence, breach of contract, strict liability, express or implied warranty, indemnity, professional errors or omissions, or any other cause arising at law or in equity, shall in all events be limited to and not exceed **Ten (10)%** of the Phase II Construction Price. This limitation has been freely bargained for by the Parties for valuable consideration and shall be enforceable to the maximum extent permitted by applicable law.

- 9.3** Releases, waivers, and limitations on liability and remedies expressed in the Contract Documents shall apply even in the event of the fault, tort (including negligence), strict liability, breach of contract or warranty, or other basis of liability of the benefited Party, and shall extend to and benefit the Subcontractors, agents, employees, officers, directors, assignees, affiliates, and vendors and each of their respective Subcontractors, agents, employees, officers, directors, assignees, affiliates, and vendors of each Party.

ARTICLE 10 — Dispute Mitigation and Resolution

10.1 Claims Procedures

Claims procedures are governed by Article 11 of the General Conditions.

10.2 Preconstruction Phase Services

If, during the Preconstruction Phase Services the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the Parties shall submit such matter to the mediation procedures identified in Paragraph 11.2.2 of the General Conditions as a condition precedent to any judicial forum or voluntary binding alternative dispute resolution proceeding subsequently agreed to by the Parties.

10.3 Construction Phase Services

During the Construction Phase Services, the Parties shall resolve any disputes between them in accordance with the dispute mitigation and resolution procedures selected by them in Article 11 of the General Conditions.

ARTICLE 11 — Miscellaneous Provisions

11.1 Governing Law

This Agreement shall be governed by the law in effect at the location of the Project.

11.2 Severability

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

11.3 No Waiver of Performance

The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

11.4 Titles and Groupings

The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's Specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs, or the use of headings be construed to limit or alter the meaning of any provisions.

11.5 Joint Drafting

The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

11.6 Federal Financial Assistance. SBE, MBE, WBE, DBE Provisions. This section reserved for GMP amendment.

11.7 Counterparts; Electronic Signatures

This Agreement, the General Conditions, and other Contract Documents may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement and/or the other Contract Documents, as applicable, shall be deemed originals for all purposes.

11.8 Attorneys' Fees

In the event of any claim, controversy, or dispute involving this Agreement, the Parties' performance hereunder or interpretation hereof, the substantially prevailing Party in such claim, controversy, or dispute shall be awarded its reasonable attorneys' fees and costs, including attorneys' fees and costs of any associated appeal.

11.9 Exhibits, Schedules, and Addenda

Exhibits, schedules, and addenda bearing on the payment and performance of the Construction Phase Services will be attached to the Phase II Construction Price Amendment for such Construction Phase Services. The following exhibits pertaining to the Preconstruction Phase Services are attached hereto and incorporated herein by this reference:

Exhibit A General Conditions to Agreement

Exhibit B CMAR Phase I Preconstruction Scope of Services

- Exhibit C Phase I Notice to Proceed
- Exhibit D Phase I Early Work(S) Package(S) (if applicable)
- Exhibit D.1 Phase I Early Work(S) Package(S) Amendment Form (if applicable)
- Exhibit E Phase II Construction Price Amendment
- Exhibit F Initial Schedule of Work
- Exhibit G Project Technical Scheduling Requirements

11.10 Insurance and Bond Requirements

11.10.1 The City shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products and completed operations and this shall be noted on the face of the Certificate of Insurance.

11.10.2 The CMAR will be bonded for 100% of the GMP.

11.10.3 Certificates for all such policies shall be provided by the Firms' insurance agent or broker to the City within 15 working days from the date of award. Firms will provide Owner a minimum of 30 (thirty) days advance notice in the event of the insurance policies or insurance policy is cancelled. Subcontractors approved by Owner to perform work on this project are subject to the requirements of this section.

11.10.4 Firms agree to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in Georgia for the following insurance policies:

Worker's Compensation – State of Georgia Statutory

Employer's Liability – \$500,000/\$500,000

Automobile Liability

\$ 1,000,000 Per Accident – Combined Single Limit

Coverage shall include bodily injury and property damage and cover all vehicles including owned, non- owned and hired.

Commercial General Liability

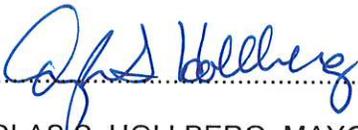
\$ 1,000,000/\$2,000,000 Per Occurrence

(Including products and completed operations liability)

Umbrella Liability – \$5,000,000

This Agreement is entered into as of the date entered in Article 1.

OWNER: CITY OF GRIFFIN, GEORGIA

BY: 
DOUGLAS S. HOLLBERG, MAYOR

ATTEST: 
JESSICA W. O'CONNOR, SECRETARY

(SEAL)

APPROVED AS TO FORM:

BY: Andrew J. Whalen, III
ANDREW J. WHALEN, III, CITY ATTORNEY

CONSTRUCTION MANAGER AT-RISK (CMAR)

CROWDER CONSTRUCTION COMPANY

BY: 
PRINT NAME: WILLIAM C CHRISTMAN

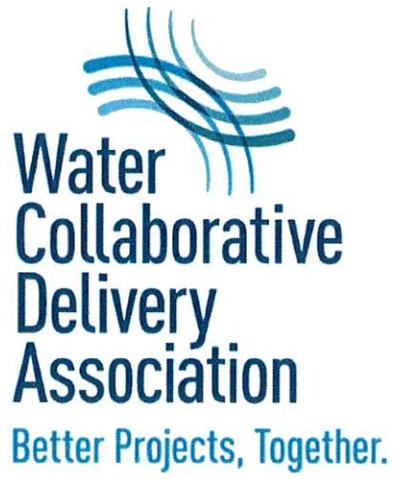
PRINT TITLE: PRESIDENT

Exhibit A—General Conditions to Agreement

CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

Contract Template:

*Exhibit A – General Conditions to
Agreement*



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WCDA NO. CMAR-106-2023

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This document was developed by WCDA with the support and review of our members via a pro bono task force of dedicated subject matter experts, including Jessica Adams-Weber, PE (HDR), David Rieken, Jr., PE, DBIA, ENV SP (Sundt Construction), Catherine Lang, Esq. (HDR), Michael C. Loulakis, Esq., FDBIA (Capital Project Strategies, LLC), Peter W. Tunncliffe, PE, DBIA, CIRM (CDM Smith), and Paul Franke, Esq. (Polsinelli).

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Project Name
General Conditions to Agreement Dated
_____ , 20 ____ (“Agreement”)

Between

City of Griffin, Georgia, as Owner (“Owner”), whose address is:

P.O. Box T

Griffin, GA 30224

and

Crowder Construction Company, as Construction Manager at-Risk (“CMAR”), whose address is:

1111 Burma Drive

Apex, NC 27540

For the following Project (“Project”):

Shoal Creek Water Pollution Control Plant (WPCP) Expansion

In which KCI Technologies, Inc. is the Engineer (“Engineer”).

Capitalized terms used herein but not defined herein shall have the meanings given them in the Agreement, Phase II Construction Price Amendment, and other Contract Documents.

ARTICLE 1— General Provisions

1.1 Contract; Order of Precedence

The Contract Documents are enumerated in the Agreement and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Agreement, other documents or exhibits listed in or attached to the Agreement, and Modifications issued after execution of the Agreement. A “Modification” is (a) a written amendment to the Agreement signed by both the Owner and the CMAR (each a “Party” and collectively, the “Parties”), (b) a Change Order, (c) an Owner Change Directive, or (d) a written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, instructions to bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the CMAR’s bid or proposal, or portions of addenda relating to bidding or proposal requirements. Conflicts, ambiguities, or inconsistencies between or amongst the Contract Documents are governed by and subject to the order of precedence set forth in Paragraph 1.1.5 hereof.

1.1.1 The Drawings and Specifications are complementary. If Work is shown only on one but not on the other, the CMAR shall perform the Work as though fully described on both, in all cases consistent with the Contract Documents.

1.1.2 In case of conflicts or inconsistencies between the Drawings and Specifications, the Owner and the CMAR shall attempt to resolve the conflict or inconsistency through mutual and good faith discussions and if the Parties are unable to resolve the matter in a mutually satisfactory manner, the CMAR shall be entitled to submit a Claim in accordance with Article 11 hereof for the increased cost and time caused by or resulting from such conflict or inconsistency.

1.1.3 Where figures are given, they shall be preferred to scaled dimensions.

1.1.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Agreement or these General Conditions, shall be interpreted in accordance with their well-known meanings.

1.1.5 In the event of a conflict between provisions of any of the Contract Documents which cannot be resolved by giving effect to both provisions, the order of precedence of the Contract Documents in descending order, shall be as follows:

1.1.5.1 Amendments and Change Orders, with precedence of amendments and Change Orders in reverse order of execution;

1.1.5.2 The Agreement, including all exhibits thereto; in event of a conflict between the body of the Agreement and (or between) Agreement exhibits which cannot be resolved by giving effect to both provisions, the order of

precedence shall be the body of the Agreement followed by the exhibits in the order they are attached to the body of the Agreement, with precedence of such exhibits given in the order in which they are attached to the Agreement;

1.1.5.3 Supplementary Conditions, if any, to the Contract Documents;

1.1.5.4 These General Conditions;

1.1.5.5 Drawings and Specifications; and

1.1.5.6 Notice to Proceed.

If any provision of the Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provisions of the Agreement govern, unless the other provision specifically refers to the provision it supersedes and replaces it in the Agreement or unless otherwise superseded by the order of precedence set forth above in this Paragraph 1.1.5.

1.1.6 The Agreement and other Contract Documents are solely for the benefit of the Owner and the CMAR except to the extent expressly provided in the Agreement, represents the entire and integrated agreement between such Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

1.2 Relationship of Parties

The Owner and the CMAR agree to proceed with the Project based on mutual trust, good faith, and fair dealing.

1.2.1 The CMAR shall furnish preconstruction, permitting assistance, construction, administration, and management services and use the CMAR's reasonable efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Owner and CMAR shall endeavor to promote harmony and cooperation among all Project participants.

1.2.2 The CMAR represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

1.2.3 Neither the CMAR nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in the Agreement unless authorized in writing by the Owner's Representative.

1.2.4 The Owner's Representative shall possess full authority to give instructions from the Owner and shall be able to issue directions and Change Orders to the CMAR.

1.2.5 The CMAR Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The CMAR shall notify the Owner in writing of a change in the designation of the CMAR Representative. Upon such notice, the Owner will have **Five (5)** Business Days to approve or reject the change in designation. Should the Owner reject the CMAR Representative, the CMAR and Owner shall meet within one (1) Business Day to decide on who will serve as the CMAR Representative.

1.2.6 The Owner and the CMAR shall perform their obligations with integrity, ensuring at a minimum that:

1.2.6.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

1.2.6.2 The Owner and the CMAR warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers, and employees, Subconsultants, or Others from whom they may be liable, to secure preferential treatment.

1.3 Engineer

The Owner, through its Engineer, shall provide all engineering and other design services necessary for the completion of the Work. The Owner shall obtain from the Engineer either a license for the CMAR and Subcontractors to use the design documents prepared by the Engineer or ownership of the copyrights for such design documents, and shall indemnify, defend, and hold harmless the CMAR against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents except if used by the CMAR or any other entity on work not contemplated by this Agreement or work outside the Project.

ARTICLE 2 — CMAR Preconstruction Phase and Construction Phase Responsibilities

2.1 General Responsibilities

2.1.1 The CMAR shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord and consistent with the Contract Documents as being necessary to produce the indicated results.

2.1.2 The CMAR shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures used, unless the Contract Documents give other specific instructions. In such case, the CMAR shall not be liable to the Owner for damages resulting from compliance with such instructions unless the CMAR recognized and failed to timely report to the Owner any error, inconsistency, omission, or unsafe practice

that it discovered in the specified construction means, methods, techniques, sequences, or procedures. The CMAR shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in Subparagraph 2.1.6 nor shall the CMAR be liable for professional services rendered by or design documents prepared by the Engineer or any of its consultants or subconsultants at any tier. The CMAR shall be entitled to rely upon the adequacy, accuracy, and completeness of all design, engineering, and other consulting services provided by the Engineer and its consultants and subconsultants at all tiers and/or other consultants retained directly or indirectly by the Owner. The CMAR shall have no liability to the Owner or any other Party for the failure of any Drawings, Specifications, or other design or engineering produced by Others to be adequate, correct, complete, and free from defect for any purpose or to comply with Applicable Law, all of which shall remain the responsibility of the Engineer.

2.1.3 The CMAR shall perform Work only within locations allowed by the Contract Documents, applicable permits, and Applicable Law.

2.1.4 The CMAR and its Subcontractors shall review and compare each of the Contract Documents with the others and with information furnished or made available by Owner and shall, subject to limitations set forth in Subparagraph 2.1.2 hereof, promptly report in writing to Owner's Representative any errors, inconsistencies, or omissions it discovers in the Contract Documents or inconsistencies it discovers with Applicable Law observed by the CMAR or its Subcontractors. The CMAR and its Subcontractors shall take field measurements, verify field conditions, and compare with the Contract Documents with such field measurements and conditions before commencing any of the Work. The observations and measurements are for the purpose of facilitating coordination and construction by the CMAR and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, they are opportunities for the CMAR to identify any readily observable or potential errors, omissions, or inconsistencies in the Contract Documents. Readily observable errors, inconsistencies, or omissions discovered by the CMAR shall be promptly reported in writing to Owner's Representative. The CMAR maintains responsibility for losses, including the costs of correcting Defective Work involving an error, inconsistency, or omission by the CMAR and/or its Subcontractors which are caused by or are attributable to the CMAR, but the CMAR does not have responsibility for losses arising from design or engineering errors or omissions and it is recognized that the CMAR's review, observations, and measurements are made in the CMAR's capacity as a construction manager and not as a licensed design or engineering professional.

2.1.5 Worksite Visit. The CMAR acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work and, during the Preconstruction Phase, has participated in Owner/Engineer work sessions and provided input and feedback to the Owner and Engineer on the design and engineering of the Project, both from

a constructability and a budgeting and cost-trending analysis standpoint. The CMAR will advise the Owner if it requires additional visits to increase its familiarity with the general and local conditions of the Worksite which may impact the Work.

2.1.6 Professional Services. The CMAR may be required to procure professional services to carry out its responsibilities for construction means, methods, techniques, sequences, and procedures or as such services are specifically called for by the Contract Documents. The CMAR shall obtain these professional services and any design certifications required from licensed design professionals. All Drawings, Specifications, calculations, certifications, and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner, through the Engineer, shall indicate all required performance and design criteria. The CMAR shall not be responsible for the adequacy of such performance and design criteria. The CMAR shall not be required to provide such services in violation of Applicable Law in the jurisdiction where the Project is located. Should the CMAR refuse to provide services based on the inadequacy of design criteria or because of a violation of existing Applicable Law, the CMAR shall provide notice and an explanation to Owner within **Seven (7) Business Days** of the CMAR becoming aware of the issue. The CMAR shall work with Owner to mitigate the issue.

2.2 Preconstruction Phase Services

The CMAR's Scope of Work responsibilities include the Preconstruction Phase Services defined and described in the Agreement. The CMAR shall perform such Preconstruction Phase Services at the time, in the manner, and for the Fee set forth in Article 2 of the Agreement. Unless otherwise mutually agreed in writing by the Owner and the CMAR, such Preconstruction Phase Services do not require or obligate the CMAR to generate or produce any design or engineering for the Project but will require the CMAR to participate in Owner/Engineer work sessions and provide input and feedback to the Owner and Engineer on the design and engineering of the Project from a constructability, budgeting, schedule, and cost-trending analysis standpoint. The CMAR, when providing input and feedback, shall not be responsible or liable for any design or engineering related work or services. However, the CMAR shall be responsible for any temporary works or related construction engineering necessary to implement the construction of the Project.

2.3 Construction Phase Services

2.3.1 Commencement. Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, the CMAR's Construction Phase Services shall commence upon execution of a Phase II Construction Price Amendment for the Project or specific Bid Package or other portion of the Work.

2.3.2 Coordination. The CMAR shall supervise, coordinate, and direct the Work using the CMAR's ordinary skill and attention. Subject to Subparagraph 2.1.2, the CMAR shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The CMAR shall manage and administer all phases of construction activities to achieve the completion of all Work within the requirements of the Contract Documents. The CMAR shall coordinate the Work of its Subcontractors and Material Suppliers to optimize efficiency and minimize conflict and interference between the various Subcontractors on-site. It is recognized, however, that the CMAR is not acting in the capacity of a licensed design professional, and that the CMAR's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies in the design Drawings or plans created by the Engineer or to ascertain from the design Drawings or plans created by the Engineer compliance with Applicable Laws. The CMAR does not have an affirmative responsibility to detect errors or omissions by the Engineer.

2.3.3 Cost Reporting. The CMAR shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The CMAR shall maintain a complete set of all books and records prepared or used by the CMAR with respect to the Project. The CMAR's records supporting its performance and billings under this Agreement shall be current, complete, and accurate and maintained according to Generally Accepted Accounting Principles, consistently applied. The Owner shall be afforded access to all the CMAR's records, books, correspondence, instructions, Drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The CMAR shall preserve all such records for a period of three years after the Final Payment in accordance with Paragraph 8.9 hereof or longer where required by law.

2.3.4 Construction Personnel and Supervision

2.3.4.1 The CMAR shall provide competent supervision for the performance of the Work. Before commencing the Work, the CMAR shall notify the Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the CMAR shall name a different superintendent for the Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

2.3.4.2 The CMAR shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the CMAR or any of its Subcontractors and Material Suppliers.

2.3.4.3 The CMAR shall permit only fit and ordinarily skilled persons to perform the Work. The CMAR shall enforce safety procedures, discipline, and good order among persons performing the Work. If the Owner

reasonably determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, the CMAR shall immediately reassign the person on receipt of the Owner's written notice to do so.

2.3.5 Submittals

2.3.5.1 The CMAR shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The CMAR shall prepare and deliver its submittals to the Owner and Engineer in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. When the CMAR delivers its submittals to the Owner, the CMAR shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The review and approval of any CMAR submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation or substitution causes an impact to the Phase II Construction Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Further, the Owner shall not make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the CMAR. If the Contract Documents do not contain submittal requirements pertaining to the Work, the CMAR agrees upon request to submit in a timely fashion to the Owner for review and approval any submittals, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Owner.

2.3.5.2 The CMAR shall perform all Work strictly in accordance with approved submittals. Approval does not relieve the CMAR from responsibility for Defective Work resulting from errors or omissions of any kind on the approved submittals.

2.3.5.3 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to the Owner upon request: Drawings, Specifications, addenda, and other Modifications, and required submittals including product data, samples, and shop drawings.

2.3.5.4 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the CMAR obtains all approvals required under the Contract Documents for substitutions. All such substitutions shall be memorialized promptly by written approval by the Owner no later than seven (7) days following the Owner's receipt of a written request for approval thereof. If required, the CMAR will prepare a Change Order request within seven (7) days following approval by the Owner and,

if applicable, provide for an adjustment in the Phase II Construction Price or Contract Time.

2.3.5.5 The CMAR shall prepare and submit to the Owner updated electronic data, in accordance with Subparagraph 3.8.1.

2.3.6 Cooperation with Work of Owners and Others

2.3.6.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, cleanup, and safety which are substantively the same as the corresponding provisions of this Agreement.

2.3.6.2 If the Owner elects to perform work at the Worksite directly or by Others, the CMAR and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the CMAR and assist with the coordination of activities and the review of construction schedules and operations. The Phase II Construction Price or the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The CMAR, Owner, and Others shall adhere to the revised Schedule of the Work until it may subsequently be revised.

2.3.6.3 With regard to the work of the Owner and Others, the CMAR shall (a) proceed with the Work in a manner which does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the CMAR's construction and operations with theirs as required by Subparagraph 2.3.6.2.

2.3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the CMAR shall visually examine such work performed by the Owner or Others and give the Owner prompt, written notification of any defects the CMAR discovers therein of their work which will prevent the proper execution of the Work. The CMAR's obligations in this Subparagraph 2.3.6.4 do not create a responsibility for the work of Others but are for the purpose of facilitating the Work. If the CMAR does not notify the Owner of patent defects interfering with the performance of the Work, the CMAR acknowledges that to the CMAR's reasonable knowledge at the time, the work of the Owner or Others is not

defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the CMAR of defects, the Owner shall promptly inform the CMAR what action, if any, the CMAR shall take regarding the defects.

2.3.7 Cutting, Fitting, and Patching

2.3.7.1 The CMAR shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others, if within the CMAR's Scope of Services.

2.3.7.2 Cutting, patching, or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

2.3.8 Cleaning Up

2.3.8.1 The CMAR shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the CMAR shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The CMAR shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the CMAR shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris created by the CMAR and its Subcontractors.

2.3.8.2 If the CMAR fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Owner of noncompliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the CMAR in the next payment period.

2.3.9 Access to Work. The CMAR shall facilitate the access of the Owner, its Engineer, and Others to Work in progress. The Owner, Engineer, and Others shall follow safety protocols in effect and in compliance with OSHA.

2.3.10 Materials Furnished by the Owner or Others

2.3.10.1 In the event the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the CMAR to visually examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the CMAR shall be the responsibility of the CMAR and may be deducted from any amounts due or to become due the CMAR. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of

written notice from the CMAR of defects, the Owner shall promptly inform the CMAR what action, if any, the CMAR shall take regarding the defects.

2.3.11 Tests and Inspections

2.3.11.1 The CMAR shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other Work related to the Project. The CMAR shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in Subparagraph 2.3.11.3 below or unless otherwise required by the Contract Documents, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the CMAR and promptly delivered to the Owner.

2.3.11.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the CMAR shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in Subparagraph 2.3.11.3.

2.3.11.3 If the procedures described in Subparagraph 2.3.11.1 and 2.3.11.2 indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the CMAR, the CMAR shall be responsible for costs of correction and retesting.

2.4 Warranty

2.4.1 The CMAR warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, and in conformance with the Specifications set forth in the Contract Documents. The CMAR further warrants that the Work shall be free from defects in materials and workmanship not intrinsic in the design or materials required in the Contract Documents. The CMAR's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use, or operation for a purpose for which the Project was not intended, improper or insufficient maintenance, inadequate, incomplete, or defective design, modifications performed by the Owner or Others, or abuse. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND ARE NULL AND VOID. The CMAR's warranty pursuant to this Subparagraph 2.4.1 shall commence on the

earlier of (a) the Date of Substantial Completion of the Work or the designated portion as agreed to by the Owner and the CMAR, and (b) the date the Owner takes beneficial use of the Work or designated portion of the Work as agreed to by the Owner and the CMAR.

2.4.2 The CMAR shall use commercially reasonable efforts to obtain from its Subcontractors and Material Suppliers any special or extended warranties expressly required by the Contract Documents. The CMAR's liability for such warranties shall be limited to the one-year correction period referred to in Subparagraph 2.5. After that period, the CMAR shall assign them to the Owner and provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors and Material Suppliers.

2.5 Correction of Defective Work

2.5.1 If prior to Substantial Completion and within one year after the date of Substantial Completion of the Work any Defective Work is found, the Owner shall promptly notify the CMAR in writing. Unless the Owner provides written acceptance of the condition, the CMAR shall promptly correct the Defective Work. If the Owner discovers a defect, the Owner shall notify the CMAR within **Five (5)** Business Days of the date of discovery. Work that is found not to conform to the requirements of the Agreement prior to Substantial Completion but does not prevent achievement of Substantial Completion may be corrected prior to Final Completion.

2.5.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period for the Defective Work shall be extended by the time period between Substantial Completion and the actual performance of the later Work.

2.5.3 If the CMAR fails to correct Defective Work within a mutually agreed time after receipt of written notice from the Owner prior to Final Payment, the Owner may correct it in accordance with the Owner's right to carry out the Work in Subparagraph 10.2.3. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the CMAR. If payments then or thereafter due the CMAR are not sufficient to cover such amounts, the CMAR shall pay the difference to the Owner.

2.5.4 If after the one-year correction period but before the periods of limitations and repose applicable to the Work in the jurisdiction in which the Project is located have run the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the CMAR. If the CMAR elects to correct the Work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the Owner. The CMAR shall complete the correction of Work within a mutually agreed time frame. If the CMAR does not elect to correct the Work, the Owner may have the Work corrected by

itself or Others and charge the CMAR for the reasonable cost of the correction. The Owner shall provide the CMAR with an accounting of correction costs it incurs.

2.5.5 If the CMAR's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing building, the CMAR shall be responsible for the cost of correcting the destroyed or damaged property.

2.5.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the CMAR's other obligations under the Contract Documents.

2.5.7 Prior to Final Payment, at the Owner's option and with the CMAR's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases, the Phase II Construction Price shall be equitably adjusted for any diminution in the value of the Project, if any, caused by such Defective Work.

2.6 Correction of Covered Work

2.6.1 On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others and the CMAR shall be entitled to a Change Order adjusting the Contract Time and/or the Phase II Construction Price for any resulting delay or added cost. If the uncovered Work proves to be defective, the CMAR shall pay the costs of uncovering and replacement.

2.6.2 If a portion of the Work is covered, contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, the Owner, by written request, may require the CMAR to uncover the Work, at a mutually convenient time, for the Owner's observation. In this circumstance, the Work shall be replaced at the CMAR's expense and with no adjustment to the Contract Time.

2.6.3 The CMAR is required to correct in a timely fashion any Work rejected by the Owner which fails to comply with the Contract Documents prior to the commencement of the warranty period(s) or during the correction period(s) established under Paragraph 2.5. The CMAR shall correct at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

2.7 Safety of Persons and Property

2.7.1 Safety Precautions and Programs. The CMAR shall have overall responsibility for safety precautions and programs in the performance of the Work.

While this Paragraph 2.7 establishes the responsibility for safety between the Owner and CMAR, it does not relieve the Engineer or Subcontractors of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with the provisions of Applicable Laws.

2.7.2 The CMAR shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

2.7.2.1 Its employees and other persons at the Worksite;

2.7.2.2 Materials and equipment stored at on-site or off-site locations for use in the Work; and

2.7.2.3 Property located at the Worksite and adjacent to Work areas, whether the property is part of the Work.

2.7.3 CMAR's Safety Representative. The CMAR shall designate an individual at the Worksite in the employ of the CMAR who shall act as the CMAR's authorized safety representative with a duty to prevent accidents in accordance with Subparagraph 2.7.2. The CMAR shall report immediately in writing all accidents and injuries occurring at the Worksite. When the CMAR is required to file an accident report with a public authority, the CMAR shall furnish a copy of the report to the Owner concurrent with the report's distribution with the public authority.

2.7.4 The CMAR shall provide the Owner with copies of all notices required of the CMAR by Applicable Law. The CMAR's safety program shall comply with the requirements of Governmental Authorities having jurisdiction.

2.7.5 Damage or loss not insured under property insurance which may arise from the Work to the extent caused by negligent acts or omissions of the CMAR, or anyone for whose acts the CMAR may be liable, shall be promptly remedied by the CMAR. If the Owner deems any part of the Work or Worksite unsafe, and such safety concerns are due to the fault or neglect of the CMAR, its Subcontractors, or anyone else for whom such Parties are responsible, the Owner, without assuming responsibility for the CMAR's safety program, may require the CMAR to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the CMAR does not adopt corrective measures, the Owner may perform them and deduct their cost from the Phase II Construction Price. The CMAR agrees to make no claim for damages, or an increase in the Phase II Construction Price, or for a change in the Dates of Substantial or Final Completion based on the CMAR's compliance with the Owner's reasonable request.

2.8 Emergencies

2.8.1 In an emergency, the CMAR shall act in a reasonable manner to prevent personal injury or property damage. If appropriate, an equitable adjustment in the

Phase II Construction Price or Date of Substantial Completion or Date of Final Completion shall be determined in a Change Order.

2.9 Hazardous Materials

2.9.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup. The CMAR shall not be obligated to commence or continue Work until any unknown Hazardous Material discovered or encountered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Owner shall retain generator status of any preexisting hazardous materials contained on-site and shall sign manifests for removal of preexisting hazardous materials.

2.9.2 If after the commencement of the Work, unknown Hazardous Material is discovered or encountered at the Worksite, the CMAR shall be entitled to immediately stop Work in the affected area. The CMAR shall report the condition to the Owner, the Engineer, and, if required, the Governmental Authority with jurisdiction.

2.9.3 The CMAR shall not be required to perform any Work relating to or around Hazardous Material without written mutual agreement.

2.9.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effects upon the Work. The CMAR shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the Governmental Authority with jurisdiction.

2.9.5 If the CMAR incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the CMAR [shall / may] be entitled to an equitable adjustment in the Phase II Construction Price and in the Dates of Substantial and Final Completion.

2.9.6 To the extent not caused by the negligent acts or omissions of the CMAR, its Subcontractors and Sub-subcontractors, and the agents, officers, directors, and employees of each of them (collectively, the "CMAR Indemnitees"), and to the extent authorized by law, if any, the Owner shall defend, indemnify, and hold harmless the CMAR Indemnitees from and against any and all direct or indirect claims, suits, damages, losses, costs, and expenses (including, but not limited to, attorneys' fees and costs) incurred by any such CMAR Indemnitees in connection

with or arising out of or relating to the performance of the Work in any area contaminated or affected by Hazardous Material or any bodily injury or property damage suffered or incurred by any CMAR Indemnitee, in each case arising out of, relating to, resulting from, or incurred in connection with the generation, location, transportation, or the existence, remediation, or removal of any Hazardous Materials located on, under, in, or adjacent to the Project Site or transported to or from such Project Site, in each case where such generation, location, transportation, or the existence, remediation, or removal resulted from events or circumstances either (a) occurred prior to the CMAR's execution of any Phase II Construction Price Amendment and entry onto the Project site at commencement of the Construction Phase Services covered by such Phase II Construction Price Amendment, and/or (b) did not result from or arise out of any errors or omissions of the CMAR or its Subcontractors at any tier. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner and such indemnity obligations shall survive the termination of this Agreement and/or the completion of the Work and the transactions contemplated herein.

2.9.7 To the extent not caused by the acts or omissions of the Owner, its Engineer or other consultants, the agents, officers, directors, and employees of any of them, or any person or entity in the chain of title to the real property comprising the Project or any portion thereof, whether as owner, tenant, guest, licensee, invitee, or otherwise (collectively, the "Owner Indemnitees"), the CMAR shall defend, indemnify and hold harmless the Owner Indemnitees from and against any and all direct or indirect claims, suits, damages, losses, costs, and expenses (including, but not limited to, attorneys' fees and costs) incurred by any such Owner Indemnitees in connection with or arising out of or relating to any Hazardous Materials first introduced onto the Project site by the CMAR or its Subcontractors on or after the date of the Agreement; provided however, that in no event shall such indemnity and defense obligations apply to (a) any Hazardous Materials specified for the Work by the Owner, the Engineer, any consultants of such Parties or any other person or entity for whom the Owner is legally responsible, or (b) common cleaning solvents used by the CMAR in the performance of the Work. To the fullest extent permitted by law, such indemnification shall survive the termination of this Agreement and/or the completion of the Work and the transactions contemplated herein.

2.9.8 Removal of Hazardous Materials

2.9.8.1 To the extent the Hazardous Materials not the subject of Subparagraph 2.9.7 above are identified in other applicable provisions above of this Paragraph 2.9, the CMAR shall proceed with remediation and removal of such Hazardous Materials as agent for the Owner in accordance with this Subparagraph 2.9.8.

2.9.8.2 The Owner hereby appoints the CMAR as its agent to act in the Owner's name and on the Owner's behalf to negotiate, enter, and execute

contracts with third parties to remove, transport, and/or dispose of Hazardous Materials. The CMAR's scope of authority as agent does not include the execution of any manifests or governmental documents related to the Hazardous Materials. All documents executed by the CMAR acting within the CMAR's scope of authority shall provide that the CMAR is acting solely as agent for the Owner. The CMAR shall maintain appropriate records of all acts undertaken as agent for the Owner and all such documents shall be available for audit by the Owner.

2.9.8.3 The authority of the CMAR to act as agent on behalf of the Owner shall terminate upon termination or assignment of the Construction Agreement.

2.10 Materials Brought to the Worksite

2.10.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the CMAR, Subcontractors, the Owner, or Others, shall be maintained at the Worksite by the CMAR and made available to the Owner, Subcontractors, and Others.

2.10.2 The CMAR shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the CMAR in accordance with the Contract Documents and used or consumed in the performance of the Work.

2.10.3 To the extent caused by the negligent acts or omissions of the CMAR, its agents, officers, directors, and employees, the CMAR shall defend, indemnify, and hold harmless the Owner, its agents, officers, directors, and employees, in accordance with Paragraph 2.9.7 hereof, from and against claims, damages, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, in each case arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances.

2.11 Differing Site Conditions

2.11.1 If the CMAR encounters Differing Site Conditions, the CMAR shall stop Work and shall provide the Owner and the Engineer with written notice of its claim for Differing Site Conditions within the time period set forth in Paragraph 11.1. Any change in the Phase II Construction Price, estimated Cost of the Work and/or CMAR's Fee (where applicable), Date of Substantial Completion, or Date of Final Completion and, if appropriate, the Compensation for Construction Phase Services because of the Differing Site Conditions shall be determined as provided in Article 11. The CMAR shall only be entitled to pursue a claim for Differing Site Conditions if the Parties have not agreed, in writing, that Differing Site Conditions have occurred after the CMAR's submission of appropriate backup documentation.

2.12 Permits And Taxes

2.12.1 The CMAR shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to Paragraph 3.6 hereof, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The CMAR shall provide to the Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

2.12.2 The CMAR shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the CMAR.

2.12.3 The Phase II Construction Price shall be adjusted for additional costs, subject to approval by the Owner, resulting from Applicable Laws enacted after the date of this Agreement, including increased taxes.

2.12.4 If, in accordance with the Owner's direction, the CMAR claims an exemption for taxes, the Owner shall indemnify, defend, and hold the CMAR harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the CMAR because of any such action.

2.13 Confidentiality

2.13.1 The CMAR shall treat as confidential and shall not use for its own benefit nor disclose to third persons, except as is necessary for the performance of the Work, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the CMAR or which the CMAR may acquire in connection with the Work. The Owner shall treat as confidential information all of the CMAR's estimating systems and historical and parameter cost data and identified related proprietary information that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the CMAR shall each specify those items to be treated as confidential and shall mark them as "Confidential." The provisions of this Subparagraph 2.13.1 shall survive the termination or completion of this Agreement and the transactions contemplated hereby.

ARTICLE 3 — Owner's Responsibilities

3.1 Adequate Funding for Project

At the CMAR's request following execution of the Phase II Construction Price Amendment and prior to the Owner's issuance of a Notice to Proceed with the Construction Phase Services, the Owner shall promptly furnish reasonable evidence satisfactory to the CMAR that the Owner has adequate funds available and committed to fulfill all of the Owner's payment obligations under the Contract Documents. If the Owner fails to furnish such financial information in a timely manner, the CMAR may stop Work under Section 10.4 of the General Conditions or exercise any other right permitted under the Contract Documents. Following the

Owner's issuance of **the Phase II** Notice to Proceed, so long as the Owner satisfies its payment obligations under the Agreement and other Contract Documents, the Owner shall not be required to furnish any further financial evidence of its ability to satisfy its payment obligations under the Contract Documents.

3.2 Owner's Representative

The Owner will identify the Owner's Representative, or any other authorized person or entity as defined in Subparagraph 1.1.38 of the Agreement, to act on behalf of the Owner. The Owner may change the Owner's Representative upon written notice to the CMAR.

The Owner's authorized representative shall be fully acquainted with the Project and shall have the authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall immediately notify the CMAR in writing.

3.3 Information And Services

Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Work. The Owner shall establish and update an overall budget for the Project in accordance with Paragraph 2.1 of the Agreement hereof, based on consultation with the CMAR and Engineer, which shall include Contingencies for changes in the Work and other costs which are the responsibility of the Owner.

3.4 Worksite Information

Except to the extent that the CMAR knows of any inaccuracy, the CMAR is entitled to rely on the following Project information furnished by the Owner pursuant to this Paragraph 3.4. To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Project information, the Owner shall provide such information to the CMAR at the Owner's expense and with reasonable promptness so as not to delay the Schedule:

3.4.1 Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or Drawings depicting existing conditions, subsurface conditions and environmental studies, reports, and investigations.

3.4.2 Tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law.

3.4.3 Any other information or services requested in writing by the CMAR which are relevant to the CMAR's performance of the Work and under the Owner's control. The information required by this Subparagraph 3.4.3 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the CMAR in laying out the Work.

3.4.4 All licenses and other rights to use of the Drawings, Specifications, and any other intellectual property necessary or required for the CMAR's performance of the Work as well as any other rights to use of any other documents, materials, and/or information generated or produced by the Engineer or its consultants at any level in connection with the design, engineering, or programing for the Project.

3.5 Engineer

Unless otherwise expressly provided to the contrary in this Agreement, the Owner shall be responsible for retaining and paying the Engineer and all other professional design and engineering consultants required for construction of the Project or portions thereof.

3.6 Building Permit, Fees, And Approvals

Except for those permits and fees related to the Work which are the responsibility of the CMAR pursuant to Paragraph 2.12, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit. Assuming the CMAR has performed all necessary and reasonable actions to obtain permits, the CMAR shall not be liable for any delays related to obtaining permits and shall be entitled to any cost or Schedule impacts related thereto so long as not caused by any acts, errors, or omissions of the CMAR.

3.7 Mechanics and Construction Lien Information

Where allowed by law, within **Five (5)** days after receiving the CMAR's written request, the Owner shall provide the CMAR with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

3.8 Contract Documents

Unless otherwise specified, Owner shall provide electronic or hard copies of the Contract Documents to the CMAR as may be agreed to by the Owner and CMAR and without cost to the CMAR.

3.8.1 Electronic Documents. If the Owner requires that the Owner, Engineer, and CMAR exchange documents and data in electronic or digital form, prior to any such exchange the Owner, Engineer, and CMAR shall agree on a written protocol governing all exchanges which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software, and services; (4) acceptable formats, transmission methods, and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

3.9 If the CMAR incurs additional costs or is delayed due to such loss or damage, the CMAR shall be entitled to an equitable adjustment in the Phase II Construction Price estimated Cost of the Work, CMAR's Fee, Date of Substantial Completion, or Date of Final Completion.

3.10 Submittals

The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay and shall cause the Engineer to respond to such submittals and to either approve or reject the same no later than **Ten (10)** days following Engineer's receipt of same, unless an earlier or later response deadline is provided elsewhere in the Contract Documents.

3.11 Access

The Owner shall provide the CMAR and its Subcontractors and Materials Suppliers at all tiers with appropriate physical and legal access to the Project Site and other areas necessary for the proper and timely performance and completion of the Work.

ARTICLE 4 — Subcontracts

4.1 Subcontractors

The Work not performed by the CMAR with its own forces shall be performed by Subcontractors. All subcontracts shall be issued on a Lump-Sum cost basis unless

the Owner has given prior written approval of a different method of payment to the Subcontractor.

4.2 Award of Subcontracts and Other Contracts for Portions of the Work

4.2.1 As soon after the execution of this Agreement as possible, the CMAR shall provide the Owner and, if directed, the Engineer with a written list of the proposed Subcontractors and significant Material Suppliers. If the Owner has a reasonable objection to any proposed Subcontractor or Material Supplier, the Owner shall notify the CMAR in writing. Failure to promptly object shall constitute acceptance. Subcontractors shall be secured by the CMAR in accordance with the Subcontractor Procurement Plan.

4.2.2 If the Owner has reasonably and promptly objected as provided in Subparagraph 4.2.1, the CMAR shall not contract with the proposed Subcontractor or Material Supplier, and the CMAR shall propose another acceptable to the Owner. If the substituted Subcontractor or Material Supplier is more or less expensive or use of such Party will result in a change in the Contract Time, the Owner shall execute an appropriate Change Order that shall reflect any increase or decrease in the Phase II Construction Price or Dates of Substantial or Final Completion because of the substitution.

The CMAR agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors' and Material Suppliers' portions of the Work.

4.2.3 The CMAR shall be responsible for ensuring Subcontractor compliance with Applicable Law, including applicable registration and reporting requirements.

4.3 Contingent Assignment of Subcontracts

4.3.1 If this Agreement is terminated for cause in accordance with Paragraph 10.1 hereof, each subcontract agreement shall be assigned by the CMAR to the Owner, subject to the prior rights of any surety, provided that the Owner accepts such assignment after termination by notifying the Subcontractor or Material Supplier and CMAR in writing, and assumes all rights and obligations of the CMAR pursuant to each subcontract agreement.

4.3.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days following termination, the Subcontractor's compensation shall be equitably adjusted because of the suspension.

ARTICLE 5 — Time

5.1 Performance of the Work

5.1.1 Date of Commencement. Unless otherwise provided to the contrary in the Agreement or other Contract Documents, the Date of Commencement of the Preconstruction Phase Services is the date of issuance of a Phase I Notice to Proceed for the same in accordance with Paragraph 2.1 of the Agreement. Unless otherwise provided to the contrary in the Agreement, the Date of Commencement of the Construction Phase Services is the date construction of those services commence following issuance of a Phase I Notice to Proceed by the Owner for some or all the Work covered by such Construction Phase Services as described in a Phase II Construction Price Amendment executed by the Owner or the CMAR for the same. The Work shall proceed in general accordance with the Schedule of Work as such Schedule may be amended from time to time, subject to other provisions of this Agreement. The Schedule is subject to allowable adjustments in the Contract Time as permitted herein or in the other Contract Documents.

5.1.2 Substantial/Final Completion. Unless the Parties agree or otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established pursuant to the Phase II Construction Price Amendment, subject to adjustments as provided for in the Contract Documents. If a Phase II Construction Price is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth via Amendment.

5.1.3 Time limits stated above are of critical importance to this Agreement.

5.1.4 The CMAR shall not knowingly commence the Work before the effective date of the insurance to be provided by the CMAR and Owner as required by the Contract Documents.

5.2 Schedule of the Work

5.2.1 The CMAR shall submit an initial and updated Project Construction Schedule to the Owner in the form and within the time limits acceptable to the Owner. The Owner will determine the acceptability of the initial and updated Project Construction Schedule within a reasonable period of time. If the Owner deems the Project Construction Schedule unacceptable, it shall specify in writing to the CMAR the basis for its objection.

5.2.2 The initial and updated Project Construction Schedule shall represent a practical plan to complete the Work within the Contract Time. Schedules showing the Work completed in less than the Contract Time may be acceptable if judged by the Owner to be practical.

5.2.3 The CMAR shall use the Critical Path Method (“CPM” or “Critical Path”) to schedule and manage the Work. The CMAR shall create and manage the Schedule. If the CMAR does not have staff capable of preparing and managing

CPM Schedules, the CMAR shall obtain such qualified personnel on a subcontract basis for supporting the Contract Documents.

5.2.4 All CPM scheduling shall be performed using CPM precedence diagramming method (PDM) scheduling software such as Primavera Project Planner or an Owner or Engineer required platform with import capabilities commercially available and reasonably acceptable to the CMAR. The CMAR shall submit all Schedules and associated reports to the Owner in digital (pdf) and native file or another specified format commercially available in the marketplace to allow the Owner and Engineer to complete the analysis and review of the Schedule.

5.3 Delays and Extensions of Time

5.3.1 If the CMAR is delayed at any time in the commencement or progress of the Work by Excusable Delay (as hereinafter defined), then, upon agreement of the Parties:

5.3.1.1 The Contract Time shall be extended by Change Order for a reasonable time based on the impact of such delay or concurrent delays to the Critical Path of the Project Schedule.

5.3.1.2 Provided the CMAR has mitigated the effects of such delay (such as, by way of example and not of limitation, through rescheduling, resequencing, or other measures), the Phase II Construction Price shall be adjusted to the extent reasonably necessary to compensate the CMAR for any increases in the Cost of the Work due to additional time to which the CMAR is entitled under this Paragraph 5.3.

Any adjustments made pursuant to Sections 5.3.1.1 or 5.3.1.2 shall be subject to limitations set forth in Article 7 hereof of these General Conditions and the provisions of Paragraphs 5.6 and 5.7 of these General Conditions. The CMAR shall not be entitled to an adjustment in the Phase II Construction Price or the Contract Time for CMAR Delays.

5.4 Other Terms Defined

5.4.1 For purposes of the Contract Documents, the following terms shall have the meanings indicated for each:

5.4.1.1 "CMAR Delay" means each day of delay to the completion of the Work to the extent such delay was caused by and/or within the control of the CMAR, and (a) actually causes a delay in the Critical Path of such Work, and (b) is not caused by an Excusable Delay, Force Majeure, or Owner Delay. Delays attributable to and within the control of the CMAR, its Subcontractors of all tiers, its Material Suppliers, Architect, Engineer, Consultant, or other Party for whom the CMAR is responsible shall be deemed to be CMAR Delay.

5.4.1.2 "Excusable Delay" means any act, omission, condition, event, or circumstance beyond the CMAR's reasonable control and due to no fault of the CMAR including, but not limited to, the Owner's suspension of the Work without cause or the CMAR's suspension of the Work due to nonpayment, Owner Delay, delays or impacts caused by or attributable to a third party, delay caused by or resulting from Differing Site Conditions, or a Force Majeure Delay.

5.4.1.3 "Force Majeure" means any conditions, occurrences, or acts of God, and not within the reasonable control of the CMAR, not constituting Owner Delay, delay caused by Differing Site Conditions, or CMAR Delay, which impacts the Work or prevents or delays the CMAR from performing its obligations under the Contract Documents, including without limitation any one or more of the following:

5.4.1.3.1 Damage or destruction by fire or casualty.

5.4.1.3.2 Unusually severe weather including lightning, tornado, earthquake, flood, windstorm, named weather event, named storm, wind, natural disasters.

5.4.1.3.3 Pandemic, epidemic, quarantine, declaration of public health emergency, and/or governmental orders issued in connection with such public health emergencies.

5.4.1.3.4 Weather related delays beyond the number provided for in Paragraph 5.3.3 of the Agreement or as otherwise allowed or permitted, if applicable, in the Phase II Construction Price Amendment.

5.4.1.3.5 Strike or other labor dispute not specifically directed at the CMAR or any person or entity for whom the CMAR is responsible under the Contract Documents.

5.4.1.3.6 Nationwide or global unavailability or shortage of materials or equipment resulting in Critical Path delay. To the extent that any alleged delay relates to nationwide or global unavailability or shortage of materials or equipment, the CMAR shall be required to provide documented proof to the Owner that the CMAR did not reasonably anticipate such unavailability as of the Effective Date (as defined in the Phase II Construction Price Amendment) of the Phase II Construction Price Amendment and made diligent and timely efforts to obtain (buy out) such materials or equipment as a condition precedent to any extension of the Contract Time or increase of the Phase II Construction Price under this paragraph.

5.4.1.3.7 Unavailability of utilities (not caused in whole or in part as a result of fault on the part of the Owner or the CMAR).

5.4.1.3.8 Riots, insurrections, acts of a public enemy, acts of domestic and/or foreign terrorism, or vandalism.

5.4.1.3.9 Bomb scares or similar third-party threats or disruptions.

5.4.1.3.10 Moratoriums or other unusual or unforeseeable delays in the issuance of any required approvals from any Governmental Authorities or utilities.

5.4.1.3.11 Delays caused by actions or inactions of Governmental Authorities (not caused in whole or in part as a result of fault on the part of the Owner or the CMAR) including, but not limited to, enactment or revision of Applicable Laws or official interpretations subsequent to the execution of the Agreement.

For the avoidance of doubt, the Owner's financial insolvency or inability to perform its financial obligations under the Agreement and the other Contract Documents shall not constitute an event of Force Majeure.

5.4.1.4 "Owner Delay" means a cost impact or each day of delay that actually impacts the completion of the Work and is caused by any one or more of the following actions or omissions of the Owner (or any tenant of the Owner) at the Project related to:

5.4.1.4.1 Any Change in the Work initiated by the Owner.

5.4.1.4.2 The Owner's failure to timely approve or disapprove any item for which Owner approval is required under the Contract Documents except to the extent that the Owner's failure is deemed to mean approval pursuant to the terms of the Agreement and except to the extent that the Owner cures such failure within seven (7) Business Days after receipt of written notice from the CMAR of such failure.

5.4.1.4.3 Any failure of the Owner to (a) comply with the CMAR's reasonable requirements relative to access to areas of the Work reasonably necessary for the performance of Work, including, without limitation, the hoist, freight elevators, and/or defined path of travel established with respect to the Work; (b) utilize labor which can work in harmony with labor employed by the CMAR and its Subcontractors; (c) comply with the CMAR's safety rules; or (d) comply with all requirements applicable to the Owner's separate work for the Project undertaken by the Owner or its separate

Contractors and Subcontractors at any tier in each case to the extent any such failure is not cured within five (5) Business Days after written notice is given by the CMAR to the Owner and only to the extent any such failure actually impacts the CMAR's already scheduled Work.

5.4.1.4.4 Failure by the Owner to comply with its obligations under this Agreement.

5.4.1.4.5 Any defects, delay, or impacts from the Owner's separate work for the Project undertaken or failed to be undertaken by the Owner or its separate Contractors and Subcontractors at any tier, or which delays the Work or the issuance of a certificate of occupancy or another applicable certificate of completion for the Work by any governmental entity having jurisdiction over the Project or the Work, in each case to the extent not cured within five (5) Business Days after written notice is given by the CMAR to the Owner.

5.4.1.4.6 Any other event or circumstance caused by or attributable to the Owner.

5.5 Claims / Modifications for Excusable Delays

If any delay to the Work is caused by Excusable Delay, any adjustments to time or Phase II Construction Price shall be made in accordance with Section 5.3.

5.6 Construction General Conditions Costs

In the event of an Excusable Delay pursuant to which the CMAR, subject to consultation with and approval of the Owner, is entitled to an adjustment in the Contract Time in accordance with Paragraph 5.3.1 hereof but not otherwise, the CMAR shall, subject to consultation with and approval of the Owner, be entitled to an equitable adjustment of the Phase II Construction General Conditions Costs, as negotiated between the Parties. The CMAR shall, in the event of an occurrence likely to cause Excusable Delay, cooperate in good faith with the Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

5.7 Monitoring Progress and Costs

Following acceptance by the Owner of the Phase II Construction Price, the CMAR and the Owner shall establish a process for monitoring costs against the Phase II Construction Price and actual progress against the Schedule of Work. The CMAR shall provide written reports to the Owner at monthly intervals on the status of the Work, showing variances between costs and the Phase II Construction Price and

actual progress as compared to the Project Construction Schedule, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

5.8 Owner Approval

Notwithstanding anything contained herein or in the other Contract Documents to the contrary, any decision by the Owner to approve (or disapprove) any requested adjustments in the Contract Time and/or the Phase II Construction Price (including any increase in the Construction General Conditions Costs) resulting from an Excusable Delay shall be made by the Owner in its sole but good faith discretion. Any failure by the Parties to reach an agreement hereunder shall not prejudice the CMAR's entitlement to price and Schedule relief otherwise provided and may constitute a Claim for purposes of the dispute-related provisions in this Agreement.

ARTICLE 6 — Compensation

6.1 CMAR's Compensation for Preconstruction Phase Services

The Owner shall compensate the CMAR for the performance of the CMAR's Preconstruction Phase Services in accordance with Paragraph 6.1.1 of the Agreement.

6.2 CMAR's Compensation for Early Work(s) Package(s)

Any Early Works compensation will be agreed to by the Parties pursuant to a separate written amendment to the Agreement.

6.3 CMAR's Compensation for Construction Phase Services

The Owner shall compensate the CMAR for Work performed and described in a Phase II Construction Price Amendment on the basis of either a Lump Sum Phase II Construction Price or Guaranteed Maximum Price, in each case as set forth in such Phase II Construction Price Amendment.

6.4 Contingency and Allowances

Contingency and/or Allowances, if any, and the use thereof, shall be as set forth in, and subject to the terms, covenants, and conditions of the Phase II Construction Price Amendment executed in connection therewith.

ARTICLE 7 — Changes

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order, Owner Change Directive, and/or Field Order.

7.1 Change Order

7.1.1 The CMAR may request, or the Owner may order, changes in the Work or the timing or sequencing of the Work that impacts the Phase II Construction Price, where applicable the estimated Cost of the Work and CMAR's Fee, the Date of Substantial Completion, and/or the Date of Final Completion. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this Article 7.

7.1.2 The Phase II Construction Price will be adjusted only for Excusable Delay in accordance with and subject to the terms, conditions, and limitations set forth in Article 5.3 hereof.

7.2 Owner Change Directives and Field Orders

7.2.1 The Owner may issue a written Owner Change Directive directing a change in the Work prior to reaching agreement with the CMAR on the adjustment, if any, in the Phase II Construction Price or the Date of Substantial Completion or Date of Final Completion.

7.2.2 The Owner and the CMAR shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Phase II Construction Price or the Contract Time arising out of Owner Change Directives. If the Owner and the CMAR are unable to reach agreement within 30 Days, the issue shall be elevated to the CMAR's management and the Owner's Representative for a determination. As the Work associated with the Owner Change Directive is performed, the CMAR shall submit its costs for such Work with its Application for Payment and the CMAR shall be paid for the Work performed in accordance with the Phase II Contract Price Amendment. The Owner shall prepare an Owner Change Directive, utilizing the Owner's available funds, for any undisputed portion of the costs. Contingency funds may only be used for Owner Change Directives upon written agreement of the Parties.

7.2.3 When the Owner and the CMAR agree upon the adjustments in the Phase II Construction Price, the Date of Substantial Completion, and/or Date of Final

Completion for a change in the Work directed by an Owner Change Directive, such agreement shall be the subject of an appropriate Change Order.

7.2.4 The Owner may authorize Field Orders. Such Field Orders will be binding on the Owner and on the CMAR, which shall perform the Work involved promptly. If the CMAR believes that a Field Order justifies an adjustment in the Phase II Construction Price or Contract Times or both, then the CMAR shall submit a Change Order Proposal.

7.3 Determination of Cost

7.3.1 An increase or decrease in the Phase II Construction Price established in a Phase II Construction Price Amendment (whether based on a GMP or Lump Sum Phase II Construction Price) or changes to the Project Construction Schedule or the Schedule/Contract Time resulting from a change in the Work that affect the Phase II Construction Price shall, in each case, be determined by one or more of the following methods:

7.3.1.1 Unit prices set forth in this Agreement or as subsequently agreed.

7.3.1.2 A mutually accepted, itemized Lump Sum, based on the Cost of the Work definition appearing in the Phase II Construction Price Amendment.

7.3.1.3 Cost of Work (as defined in the Phase II Construction Price Amendment) calculated on a basis agreed upon by the Owner and the CMAR, plus CMAR's Fee.

7.3.1.4 If an increase or decrease cannot be agreed to as set forth in Clauses .1 through .3 above, and the Owner issues an Owner Change Directive, the cost of the change in the Work shall be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. Where applicable, if there is a net increase or decrease in the GMP, the CMAR's Fee shall be adjusted accordingly. The CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings.

7.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the CMAR, such unit prices shall be equitably adjusted.

7.3.3 If the Owner and the CMAR disagree as to whether work required by the Owner is within the Scope of the Work, the CMAR shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's

interpretations. Any such disagreement shall be resolved in accordance with Article 11.

ARTICLE 8 — Payment

8.1 Schedule of Values

Concurrently with the CMAR's preparation and delivery to the Owner of any cost model or progressive cost model as required for the Phase I Preconstruction Services Scope of Work through and including the date on which a Phase II Construction Price Amendment for any portion of the Work is executed by the CMAR, the CMAR shall prepare and submit to the Owner and, if directed, the Engineer, a Schedule of Values apportioned to the various divisions or phases of the Work in increasing level of detail. At the time a Phase II Construction Price Amendment is executed for the Work or any portion thereof, each line item contained in the Schedule of Values shall be assigned a value such that the total of all items shall equal the Phase II Construction Price for such Work or portion thereof.

8.2 Progress Payments for Preconstruction Phase Services

Progress Payment for Preconstruction Phase Services shall be made in accordance with Paragraph 6.1 of the Agreement.

8.3 Progress Payments for Construction Phase Services

Applications for Payment for Construction Phase Services shall be submitted by the CMAR to the Owner and the same paid, in each case in accordance with and subject to the terms and provisions of this Article 8, the Phase II Construction Price Amendment, and other applicable provisions of the Agreement and other Contract Documents.

8.3.1 Applications. The CMAR shall submit to the Owner and, if directed, its Engineer a monthly application for payment for Construction Phase Services no later than the **Twentieth (20th)** day of the calendar month for the preceding thirty (30) days; the CMAR's applications for payment shall be itemized and supported by the CMAR's Schedule of Values and any other substantiating data as required by these General Conditions and the other Contract Documents. Payment applications shall include payment requests on account of properly authorized Change Orders or Owner Change Directives. The Owner shall pay amounts not in dispute and otherwise due no later than thirty (30) days after the CMAR has submitted a complete and accurate payment application. The Owner may deduct from any progress payment amounts as may be retained pursuant to Subparagraph 8.3.3 below, as well as amounts in dispute.

8.3.2 Lien Waivers and Liens.

8.3.2.1 Partial Lien Waivers and Affidavits. If requested by the Owner, as a prerequisite for payment, but subject to the CMAR's receipt of payment, the CMAR shall provide partial conditional payment lien waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the Work completed during the period covered by the current application for payment and partial unconditional payment lien waivers from the CMAR and all Subcontractors and Material Suppliers paid from the previous month's application payment. In no event shall the CMAR be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment nor shall the CMAR be required to execute or deliver any lien waiver for the Work not covered by such lien waiver or in an amount more than what it has been paid.

8.3.2.2 Responsibility for Liens. If the Owner has made payments in the time required by this Article 8 and is otherwise not in breach of its obligations, the CMAR shall, within thirty (30) days after written notice of filing, cause the removal or bonding over of any liens filed against the premises or public improvement fund by any Party or Parties performing labor or services or supplying materials in connection with the Work by, among other things, securing a bond around the lien. If the CMAR fails to take such action on a lien, the Owner may cause the lien, after **Ten (10)** days written notice, to be removed at the CMAR's expense, including bond costs and reasonable attorneys' fees. This Clause shall not apply if there is a dispute pursuant to Article 11 relating to the subject matter of the lien.

8.3.3 Retainage. Retainage shall be withheld and disbursed in accordance with the terms and provisions of the Phase II Construction Price Amendment.

8.3.4 Stored Materials and Equipment. Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored on-site or off-site, including applicable insurance, storage, and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for stored materials and equipment stored off-site shall be conditioned on submission by the CMAR of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

8.4 Adjustment of CMAR's Payment Application

The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be

necessary to protect the Owner from loss or damage based upon the following, to the extent that the CMAR is responsible therefor under the Agreement:

8.4.1 The CMAR's failure to perform the Work as required by the Contract Documents.

8.4.2 Loss or damage arising out of or relating to this Agreement and caused by the CMAR to the Owner or Others to whom the Owner may be liable.

8.4.3 The CMAR's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner.

8.4.4 Defective Work not corrected in a timely fashion.

8.4.5 Reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion.

8.4.6 Reasonable evidence demonstrating that the unpaid balance of the Phase II Construction Price is insufficient to fund the cost to complete the Work.

8.4.7 Third-party claims involving the CMAR or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the CMAR furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment sufficient to discharge such claims if established.

No later than **Fifteen (15)** days after receipt of an application for payment, the Owner shall give written notice to the CMAR, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the CMAR in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

Undisputed portions of any Application for Payment shall be promptly paid by the Owner in accordance with the terms of the Agreement, these General Conditions, and other applicable Contract Documents.

8.5 Acceptance of Work

Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

8.6 Payment Delay

If for any reason, not the fault of the CMAR, the CMAR does not receive a progress payment from the Owner in accordance with the Agreement and Phase II Construction Price Amendment, the CMAR, upon giving the Owner such written notice, if any, as specified in the Phase II Construction Price Amendment, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the CMAR has been received, including interest from the date payment was due in accordance with the Agreement and Phase II Construction Price Amendment. The Phase II Construction Price and Dates of Substantial or Final Completion shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay, and startup.

8.7 Substantial Completion

8.7.1 The CMAR shall notify the Owner and, if directed, its Engineer when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Engineer, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Work by the CMAR. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Engineer, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Work or designated portion for its intended use. The CMAR shall promptly complete all items on the list.

8.7.2 When Substantial Completion of the Work or a designated portion is achieved, the CMAR shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and the CMAR for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the CMAR to the Owner and, if directed, to its Engineer for the Owner's written acceptance of responsibilities assigned in the Certificate.

8.7.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the earlier of (a) the date of Substantial Completion of the Work or a designated portion, and (b) the date the Owner takes beneficial use of the Work or a designated portion of the Work.

8.8 Partial Occupancy or Beneficial Use

8.8.1 The Owner may occupy, or use completed or partially completed portions of the Work, beneficially when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The

CMAR shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy. The CMAR shall be entitled to a Change Order if the Owner's partial use or occupancy of completed or partially completed portions of the Work adversely impacts completion of other portions of the Work through no fault of the CMAR.

8.9 Final Completion and Final Payment

8.9.1 Upon notification from the CMAR that the Work has reached Final Completion and is ready for final inspection and acceptance, the Owner, with the assistance of its Engineer, shall promptly conduct an inspection to determine if the Work has reached Final Completion and is acceptable under the Contract Documents.

8.9.2 When the Work has reached Final Completion, the CMAR shall prepare for the Owner's acceptance a final application for payment stating that to the best of the CMAR's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

8.9.3 Final Payment shall be due on the CMAR's submission of the following to the Owner:

8.9.3.1 An affidavit declaring any indebtedness connected with the Work, e.g., payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of Final Payment, so as not to encumber the Owner's property.

8.9.3.2 As-built Drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents.

8.9.3.3 Release of any liens, conditioned on Final Payment being received.

8.9.3.4 Consent of any surety, if applicable.

8.9.3.5 Any outstanding known and unreported accidents or injuries experienced by the CMAR or its Subcontractors at the Worksite.

8.9.4 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the CMAR, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the CMAR shall submit to the Owner and, if directed, the Engineer the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this Paragraph 8.9.

8.9.5 Claims not reserved in writing with the making of Final Payment shall be waived except for claims relating to liens or similar encumbrances, warranties, and Defective Work.

8.9.6 Acceptance of Final Payment. Unless the CMAR provides written identification of unsettled claims with an application for Final Payment, its acceptance of Final Payment constitutes a waiver of such payment claims.

8.10 Late Payment

Payments due but unpaid shall bear interest until paid at the rate set forth in Article 9 of the Phase II Construction Price Amendment.

8.11 Change Of Payment

Upon execution of the Agreement, the CMAR shall provide the Owner with written payment instructions and all necessary forms required by the Owner to effectuate payments to the CMAR by wire transfer (the "Payment Information"). The CMAR shall submit the initial Payment Information to the Owner by certified mail or hand delivery only. If the Owner receives a request to change such Payment Information, the Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation, followed by written confirmation, from the CMAR's Chief Financial Officer or the CMAR's VP of Finance. The Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein.

ARTICLE 9 — Indemnity, Insurance, Waivers, and Bonds

9.1 Indemnity

9.1.1 The CMAR shall indemnify, defend, and hold harmless the Owner and its directors, officers, employees, successors, and assigns from and against any and all third-party claims, legal actions, causes of action, proceedings, suits, judgments, liens, and levies, including reasonable attorneys' fees and disbursements but only to the extent for bodily injury or death of any person(s) and damages to tangible property (other than the Work itself), to the extent caused by the CMAR (or by its Subcontractor or Sub-subcontractors, regardless of tier) and arising from the intentional, willful or negligent acts or omissions of the CMAR, any Subcontractor at any tier, or any person or entity for whom such Parties are legally responsible in the performance of the Work.

9.1.2 The CMAR's indemnity obligations under Paragraph 9.1 shall not apply (a) to the extent of the negligence or willful or intentional misconduct of the Owner, its officers, agents, employees, successors, or assigns, or (b) to any loss, cost, claim, suit, damage, liability, or expense (including attorneys' fees and costs) for which the Owner is required to indemnify the CMAR Indemnitees in accordance with the Contract Documents.

9.1.3 In all claims against the Owner Indemnitees by any employee of the CMAR, anyone directly or indirectly employed by the CMAR or anyone for whose acts the CMAR may be liable, the indemnification obligation set forth in Paragraph 9.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9.1.4 Notwithstanding any provision or term to the contrary herein, under no circumstances shall either Party be liable to the other for any consequential, incidental, special, or punitive damages and as provided in Article 9 of the Agreement.

9.2 CMAR's Insurance

9.2.1 Insurance and Bond requirements are provided in Attachment 16 of the Phase II Construction Price Amendment.

9.3 Property Insurance

Builder's Risk Insurance shall be obtained and maintained for the Project upon and subject to the terms and conditions of the Phase II Construction Price Amendment.

9.4 Risk Of Loss

Risk of loss or damage to the Work shall be upon the CMAR until the Date of Substantial Completion but only to the extent such loss or damage is paid by Builder's Risk Insurance specified in the Phase II Construction Price Amendment, unless otherwise agreed to by the Parties.

9.5 Adjustment of Loss

A loss insured under the Builder's Risk Insurance Policy required pursuant to the Phase II Construction Price Amendment to the Agreement shall be adjusted by the Party obtaining such Builder's Risk Insurance and made payable to such Party for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause, the Phase II Construction Price Amendment, and Paragraph 9.6 hereof. The CMAR shall pay Subcontractors their just shares of insurance proceeds received by the CMAR, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

9.6 Insurance Payouts

If required in writing by a Party in interest, the Party obtaining such Builder's Risk Insurance shall, upon occurrence of an insured loss, give bond for proper performance of such Party's duties. The cost of required bonds shall be charged against proceeds received by each Party. Such Party shall deposit in a separate account proceeds so received, which such Party shall distribute in accordance with such agreement as the Parties in interest may reach, or in accordance with Article 11 of these General Conditions. The CMAR shall not be required to repair or replace lost or damaged Work until a mutually acceptable Change Order, in accordance with Article 7, is executed and funds are available to pay for such loss or damage.

9.7 Bonds

Payment and performance bonds or other forms of substitute security, if any, shall be required as set forth in the Phase II Construction Price Amendment.

9.8 Royalties, Patents, and Copyrights

The CMAR shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the CMAR and incorporated in the Work. The CMAR shall indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the CMAR harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner or Engineer or otherwise included in the Drawings,

Specifications, and other documents, materials, or information provided by the Owner or the Engineer for construction of the Work, whether pursuant to this Agreement or otherwise.

ARTICLE 10 — Suspension, Notice to Cure, and Termination of the Agreement

10.1 The Owner may suspend Work at any time and, without cause, suspend the Work or any portion thereof for a period of not more than **Sixty (60)** days in the aggregate by notice in writing to the CMAR and the Engineer, which shall fix the date on which Work shall resume. The CMAR shall resume the Work on the date so fixed.

The CMAR will be allowed an increase in the Phase II Construction Price or an extension of the Contract Time, or both, for delayed or added costs, directly attributable to any suspension (but not lost profits) if the CMAR makes a claim therefor as provided in Articles 5 and 7.

If the CMAR fails to correct Defective Work as required by Paragraphs 2.5 and 2.6 herein or fails to perform the Work in accordance with the Contract Documents, the Owner or Owner's Representative may direct the CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated by the CMAR. The CMAR shall not be entitled to any adjustment of Contract Time or Phase II Construction Price because of any such order. The Owner and Owner's Representative have no duty or responsibility to the CMAR or any other Party to exercise the right to stop the Work.

10.2 Owner Termination

10.2.1 The Owner May Terminate Agreement upon the occurrence of any one or more of the following events:

10.2.1.1 If the CMAR is adjudged a bankrupt or insolvent.

10.2.1.2 If the CMAR makes a general assignment for the benefit of creditors.

10.2.1.3 If a trustee or receiver is appointed for the CMAR or for any of the CMAR's property.

10.2.1.4 If the CMAR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.

10.2.1.5 If the CMAR fails to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress Schedule established and adjusted in accordance with pursuant to Article 5 of the Agreement and Article 5 hereof.

10.2.1.6 If the CMAR, without justification, repeatedly fails to make timely payments to Subcontractors or Material Suppliers for labor, materials, or equipment.

10.2.2 The Owner may, without prejudice to any other right or remedy, serve written notice upon the CMAR and the CMAR's surety of the Owner's intention to terminate the Agreement for any breach set forth in this Paragraph 10.2. Said notice to contain the reasons for such intention to terminate the Agreement and provide that unless within **Thirty (30)** days after the service of such notice all such violations have been corrected and remedied, the Contract Documents shall cease and terminate, and the CMAR shall be excluded from the site. In such case, the CMAR shall not be entitled to receive any further payment until the Work is finished by Others.

10.2.2.1 The foregoing notwithstanding, if the nature of the alleged reason for termination is not capable of being corrected or remedied within **Thirty (30)** days, such correction or remedy shall commence and be completed with reasonable diligence and in no event later than **Thirty (30)** days following the occurrence of such default.

10.2.3 In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the CMAR, and the surety shall have the right to take over and perform the Contract Documents, provided, however, that if the surety, within **Seven (7)** days after the serving upon it of a notice of termination, does not give the Owner written notice of their intention to take over and perform the Contract Documents, or does not commence performance thereof within **Seven (7)** days from the date of serving said notice, Owner may take possession of the Work incorporate in the Work all materials and equipment stored at the site or for which Owner has paid the CMAR but which are stored elsewhere that were intended to be incorporated into the Work, and finish the Work as Owner may deem expedient for the account and at the expense of the CMAR. The CMAR's surety shall be liable to the Owner for any excess costs or other damage occasioned the Owner thereby. If the unpaid Balance of the Phase II Construction Price exceeds the direct and indirect costs of completing the Work, including but not limited to, compensation for additional professional services and all costs generated to insure or bond the Work of substituted Contractors or Subcontractors utilized to complete the Work, such excess shall be paid to the CMAR. If such costs exceed the unpaid balance, the CMAR shall pay the difference to the Owner promptly upon demand; on failure of the CMAR to pay, the surety shall pay on demand by Owner. Any portion of such difference not paid by the CMAR or surety within **Seven (7)** days following the mailing of a demand for such costs by the Owner shall earn interest rate authorized by state law. Such costs incurred by the Owner shall be verified by the Owner's Representative and incorporated in a Change Order, but in finishing the Work, the Owner shall have the obligation to mitigate its damages, but not be required to obtain the lowest figure for the Work performed. Any dispute under this section shall be addressed in accordance with Article 11 in this Agreement.

10.2.4 Where the CMAR's services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the CMAR then existing or which may thereafter accrue. Any retention or payment of monies due the CMAR by the Owner will not release the CMAR from liability.

10.2.5 The Owner may terminate the Agreement for convenience in accordance with Paragraph 10.3 hereof. In the event of such termination for convenience, the CMAR shall be compensated for the portion of the CMAR's Preconstruction or Construction Phase Services, if any, performed to the date of such termination, but the CMAR shall not be entitled to compensation for Work not performed.

10.3 Upon **Ten (10)** days written notice to the CMAR, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, terminate the Agreement for convenience. In such case, the CMAR shall be paid for (without duplication of any items):

10.3.1 Work executed in accordance with the Contract Documents prior to the effective date of termination, including CMAR Fee for Construction General Conditions Costs on such Work, as applicable.

10.3.2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for Construction General Conditions Costs and CMAR Fee thereon.

10.3.3 Other reasonable expenses directly attributable to termination, including demobilization costs, cancellation charges and fees, and costs incurred to prepare a termination for convenience cost proposal and cancellation costs related to material and equipment subcontracts.

10.3.4 The amount of profit, if any, on such uncompleted Work agreed to by the Owner and the CMAR as set forth in the Phase II Construction Price Amendment for Construction Phase Services. Unless mutually agreed to by the Owner and the CMAR in a written amendment to the Agreement, no profit on uncompleted Work for Preconstruction Phase Services shall be due or payable for any termination for convenience exercised by the Owner or the CMAR during the Preconstruction Phase Services in accordance with the Contract Documents.

10.4 CMAR Termination

If, through no act or fault of the CMAR, the Work is suspended for a period of more than **Sixty (60)** days in the aggregate by the Owner or under an order of court or other public authority, or the Owner fails to pay within **Sixty (60)** days to the CMAR any undisputed amounts due, or the Owner breaches any other material provision of the Agreement and the same is not cured within **Ten (10)** days following the

Owner's receipt of written notice thereof from the CMAR, then the CMAR may, upon **Ten (10)** days written notice to the Owner, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus reasonable termination expenses, provided the Owner does not remedy such suspension or failure within that time. In addition, and in lieu of terminating the Contract Documents, if the Owner has failed to make any payment as aforesaid of undisputed amounts, the CMAR may, upon **Ten (10)** days written notice to the Owner, stop the Work until payment of all amounts then due.

10.4.1 In addition to, and without limiting the generality of the CMAR's suspension and termination rights under Paragraph 10.4, if the Owner directs the CMAR or its Subcontractors or Material Suppliers at any tier to perform Work that the CMAR informs the Owner is illegal or involves an imminent danger to human health, the environment, or the Owner's property or other nearby or adjoining properties, the CMAR shall have the right to notify the Owner, in writing, of such illegality or danger and the Owner shall meet with the CMAR within **Ten (10)** days following the Owner's receipt of such notice to review and discuss such concerns and work cooperatively and in good faith with the CMAR to resolve them. Any resolution shall include an appropriate adjustment in the Phase II Construction Price and Project Construction Schedule to account for the added cost and time to the CMAR in objecting to and attempting to resolve such concerns. If the Owner fails to respond to the CMAR within **Ten (10)** days following the CMAR's notification of such concerns, or the Parties, after meeting to discuss the same are unable, within an additional **Ten (10)** days to resolve the concerns to the CMAR's reasonable, good faith satisfaction, the CMAR shall thereafter have the right to terminate this Agreement for convenience and without cause upon an additional **Ten (10)** days' written notice to the Owner. In such event, the Owner shall pay the CMAR the same amounts owing to the CMAR for an Owner's termination for convenience pursuant to Paragraph 10.3.

ARTICLE 11— Claims, Claims Procedures, Dispute Mitigation, and Resolution

11.1 Claims for Additional Cost or Time

Except as provided in any applicable Phase II Construction Price Amendment, for any claim for an increase in the Phase II Construction Price or the change in or extension to the Date of Substantial Completion or Date of Final Completion (each a “Claim”), the CMAR shall give the Owner written notice of the Claim within **Ten (10)** days after the CMAR has become aware of the occurrence giving rise to the Claim. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Phase II Construction Price or the Date of Substantial Completion or Date of Final Completion resulting from such Claim shall be authorized by Change Order.

11.1.1 Claims Procedures

Submission of a Claim, in full conformance with all requirements of this Article, and rejection of all or part of said Claim by the Owner, is a condition precedent to any action by the CMAR against the Owner, including, but not limited to, the filing of a lawsuit, request for mediation, or demand for arbitration.

11.1.2 Notice of Claim

11.1.2.1 If the CMAR disagrees with the decision in, or in any case where the CMAR deems additional compensation or a time extension to the Contract Time is due the CMAR for work or materials not covered in the Contract Documents or which the Owner has not recognized as extra work, the CMAR shall notify the Owner, in writing, of its intention to make a Claim.

11.1.2.2 Written notice shall use the words “Notice of Potential Claim.”

11.1.2.2.1 Such Notice of Potential Claim shall state the circumstances and the reasons for the Claim but need not state the amount.

11.1.2.2.2 A Notice of Potential Claim and all notices and other communications required or permitted under this Agreement or the other Contract Documents shall be in writing and delivered by hand delivery, certified first class mail return receipt requested, or reputable overnight courier to:

If to: Owner

P.O. Box T
Griffin, GA 30224

If to: CMAR:

6425 Brookshire Blvd
Charlotte, NC 28216

and shall be deemed given and received via acknowledgement in writing and delivered by hand delivery, certified first class mail return receipt requested, or reputable overnight courier.

11.1.2.3 Claims pertaining to decisions or such other determinations by the Owner relating to any Claim from the CMAR shall be communicated by the CMAR with the Owner in writing within **Ten (10)** days following receipt of such decision.

11.1.2.4 All other Claims by the CMAR shall be filed in writing within **Ten (10)** days after the event or occurrence giving rise to the Claim.

11.1.2.5 Additionally, no Claim for additional compensation or extension of time for a delay will be considered unless the provisions for Delays and Time Extensions are complied with.

11.1.2.6 Unless expressly permitted in the Phase II Construction Price Amendment or other Contract Documents, no Claim for additional compensation for Work performed filed by the CMAR after the date of Final Payment will be considered.

11.1.3 Records of Extra Work

11.1.3.1 In proceeding under a Claim for extra Work, the CMAR shall keep accurate records in such a manner as to provide a clear distinction between the direct costs of extra Work paid and the costs of other operations.

11.1.3.2 Daily extra work reports shall:

11.1.3.2.1 Be signed by the CMAR or the CMAR Representative.

11.1.3.2.2 Itemize the materials used and state the direct cost of labor and the charges for equipment rental, whether furnished by the CMAR, Subcontractor, or any specialized forces.

11.1.3.2.3 Provide names or identifications and classifications of workers, the hourly rate of pay and hours

worked, and also the size, type, and identification number of equipment and hours operated.

11.1.3.2.4 Substantiate material charges with attached valid copies of vendor's invoices and, if not available, the invoices shall be submitted within **Ten (10)** days after the date of delivery of the material or within **Ten (10)** days after the acceptance of the Contract Documents, whichever occurs first.

11.1.3.3 Such information shall be submitted to the Owner **Monthly**. The Owner shall review, disapprove, and request adjustments, or agree upon and sign daily extra work reports upon receipt from the CMAR. The CMAR and the Owner shall agree on the contents of the extra work reports daily.

11.1.3.3.1 The Owner will compare the Owner's records with the completed daily extra work reports furnished by the CMAR and make any necessary adjustments.

11.1.3.3.2 When these daily extra work reports are agreed upon and signed by both Parties, the reports shall become the basis of payment for the Work performed but shall not preclude subsequent adjustment based on a later audit by the Owner.

11.1.3.4 The CMAR's and Subcontractor's records pertaining to the Project shall be open to inspection or audit by representatives of the Owner, during the life of the Agreement, and for a period of three (3) years after the date of acceptance thereof, and the CMAR and all Subcontractors shall retain those records for that period. Such audit shall not include the CMAR's proprietary information, including, but not limited to, the CMAR's formula or other data or communications used in calculating pricing.

11.1.3.4.1 Where payment for materials or labor is based on Work performed by Subcontractors and other forces not employees of the CMAR, the CMAR shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the Owner on the same terms and conditions as the cost records of the CMAR.

11.1.3.4.2 If an audit is to be commenced more than **Ten (10)** days after the acceptance date of the Agreement, the CMAR will be given a reasonable notice of the time when the audit is to begin.

11.1.3.5 The CMAR and Subcontractors shall keep full and complete records of the costs and additional time incurred for any Work for which a Claim for additional compensation is made.

11.1.3.5.1 The Owner Representative or any designated Claim investigator or auditor shall have access to those records and any other records as may be required by the Owner Representative to determine the facts or contentions involved in the Claims.

11.1.3.6 The Owner, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to the CMAR and Subcontractors' books, documents, and accounting records, including, but not limited to, bid worksheets, bids, Subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including, but not limited to, correspondence between the CMAR and its sureties and Subcontractors/Vendors, project files, scheduling information, and other records of the CMAR and Subcontractors directly or indirectly pertinent to the Work, original as well as change and Claimed extra Work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or Claim has been tendered.

11.1.3.6.1 Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at the Owner's cost.

11.1.3.7 In case the Claim is found to be just, it shall be allowed and paid for as provided by the Contract Documents.

11.2 Dispute Resolution

11.2.1 Direct Discussions. If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement or the Project, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within **Fifteen (15)** Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within **Ten (10)** Business Days to endeavor to reach resolution. If the dispute remains unresolved after **Thirty (30)** days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected herein.

11.2.2 Mediation. Unless otherwise provided to the contrary in the Phase II Construction Price Amendment, Claims and other disputes or matters in controversy arising out of or related to the Agreement or Project that are not resolved pursuant to other provisions of this Article 11 shall be mediated prior to recourse to litigation or other binding dispute resolution proceeding. Such mediation shall, unless the Parties mutually agree otherwise, be conducted by a mediator mutually agreeable to the Parties in the city or town nearest where the Project is located in accordance with the [AMERICAN ARBITRATION ASSOCIATION CONSTRUCTION INDUSTRY MEDIATION PROCEDURES](#) in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation or other binding dispute resolution proceedings, and, in such event, mediation shall proceed at an appropriate time mutually agreed upon by the Parties or as directed by the court. The mediator shall be agreed to by the mediating Parties; in the absence of an agreement, the Parties shall each submit one name from the mediators listed by the American Arbitration Association in the locality in which the Project is located or other agreed-upon services. Such mediation shall be held for a period not to exceed one (1) day unless otherwise agreed in writing by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Neither Party shall be deemed the prevailing Party and each Party shall pay its own attorneys' fees and costs and one-half of the mediator's fees and costs. Disputes that are not resolved through mediation in accordance with this Paragraph 11.2.2 shall be resolved in the manner selected by the Parties in Paragraph 11.2.3 below.

11.2.3 Dispute Resolution. If the matter remains unresolved after submission of the matter to direct management discussions or mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

11.2.3.1 By litigation. Litigation shall commence in any court having jurisdiction over the Project site. Notwithstanding any contrary provision herein, nothing in the Contract Documents shall be construed as a waiver of a defending Party's right to remove a suit to any US District Court having jurisdiction, provided that the threshold requirements for removal and diversity are satisfied.

~~**11.2.3.2 By mandatory binding arbitration as provided herein.** Unless otherwise mutually agreed, the Parties agree to the appointment of one neutral arbitrator. The Parties agree that should formal arbitration proceedings be initiated that a person identified by the Parties in an amendment to the Contract Documents as a neutral arbitrator shall serve as the neutral Arbitrator (the "Arbitrator"). If an Arbitrator is not so identified and the Parties are otherwise unable to agree to an Arbitrator within [Ten \(10\)](#) days of the declaration of a dispute by either Party, or if an Arbitrator is identified and the Arbitrator declines or is unable to serve,~~

~~then the Parties agree that the AMERICAN ARBITRATION ASSOCIATION (AAA) shall appoint a neutral arbitrator with the same powers and authorities to serve as the Arbitrator. **THEREFORE, THE PARTIES TO THIS AGREEMENT, INCLUDING ANY ASSIGNEES, HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY.**~~

~~11.2.3.2.1 If voluntary binding arbitration is selected by the Parties as the chosen dispute resolution procedure pursuant to this Subparagraph 11.2.3.2, the following terms and provisions shall apply:~~

~~11.2.3.2.1.1. The Arbitrator shall administer and preside over the arbitration. In administering the arbitration proceeding, the Arbitrator shall utilize, to the extent applicable and to the extent not inconsistent with Applicable Law, the then current **RULES FOR CONSTRUCTION INDUSTRY ARBITRATION ESTABLISHED, FROM TIME TO TIME, BY THE AAA.**~~

~~11.2.3.2.1.2. Unless mutually agreed to in writing by the Parties, the Arbitrator shall be a construction attorney licensed in the state in which the Project is located with at least twenty (20) years of experience practicing construction law.~~

~~11.2.3.2.1.3. The award of the Arbitrator shall be prepared in conformity with the Rules for Construction Industry Arbitration established, from time to time, by the AAA and in the event such award directs a Party to undertake a definitive course of action, the award shall specify the time by which the definitive action shall be commenced and the time by which such definitive action shall be Substantially Complete. In order to avoid any further conflict, controversy, or litigation among the Parties, the Parties agree absolutely and unconditionally to comply with the directives of the Arbitrator, as contained in his award. In the further event that a Party fails to substantially comply with the directives contained in an arbitration award including, but not limited to, time, quality, and completion requirements of the award, then the~~

~~Party in whose favor the award has been rendered (the "Successful Party") shall be entitled to petition the Arbitrator and receive a supplemental award which will compel the noncomplying Party to pay monetary damages to the Successful Party in such amount as the Arbitrator shall, in their absolute and sole discretion, award based upon the information made available to them as of the time of the award. It shall not be a condition precedent to the granting of such a supplemental award that the Arbitrator hold any formal or informal hearings with the Parties or receive or consider any additional written or documentary evidence. Under such circumstances the Arbitrator shall have the authority, in their discretion, to require the submission of additional evidence and/or conduct a hearing, if such is determined by the Arbitrator to be necessary in order to reasonably assess monetary damages.~~

~~11.2.3.2.1.4. The fees and reasonable expenses of the Arbitrator will be paid on a monthly basis, with each Party or Parties advancing its or their pro rata share of the cost of each monthly billing. In determining the pro rata share to be paid by the Parties, the monthly billing shall be divided by the number of Parties participating in the arbitration proceeding and each Party shall pay an equal amount.~~

~~11.2.3.2.1.5. The Arbitrator's award may be enforced and entered as a judgment in any federal or state court with jurisdiction.~~

11.2.4 Survival. The dispute resolution provisions of the Agreement shall survive the completion of the Work and/or the expiration or termination of the Contract Documents.

11.3 Venue

The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location. The Parties waive any objection to such venue on the basis of inconvenient form.

11.4 Multiparty Proceeding

The Parties agree that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

11.5 Lien Rights

Nothing in this Article 11 or other applicable provisions of the Contract Documents shall limit any rights or remedies not expressly waived by the CMAR which the CMAR may have under Applicable Law.

ARTICLE 12 — Miscellaneous Provisions

12.1 Assignment

Neither the Owner nor the CMAR shall assign its interest in the Agreement or the other Contract Documents without the written consent of the other except as to the assignment of proceeds. The terms and conditions of the Agreement and the other Contract Documents shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to the Agreement or the other Contract Documents shall assign the Agreement without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the CMAR or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the CMAR than the Agreement. In the event of such assignment, the CMAR shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents and the CMAR shall not be obligated to perform for such wholly owned subsidiary or lender unless the CMAR is fully paid for its Work under the Agreement in accordance with the terms and provision thereof. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

Exhibit B—CMAR Phase I Preconstruction Scope of Services

The CMAR Preconstruction scope of work shall include the following items:

- Coordinate with the selected wastewater technology equipment vendor(s) throughout the project.
- Participate in regularly scheduled meetings with the City and the Engineer.
- Provide detailed cost estimates for two (2) design submittals (60% and 90%).
- Provide a detailed Guaranteed Maximum Price (GMP) for one (1) design submittal (90%).
- Provide project construction planning and scheduling support during Preconstruction period.
- Develop sequencing of construction activities/planning in coordination with the Engineer.
- Provide alternative systems/equipment evaluation and constructability reviews at two (2) design submittals (60% and 90%).
- Work with the Engineer to advise the City on ways to reduce costs without adversely impacting quality or design integrity.
- Evaluate project design for long-lead time equipment.
- Identify and recommend early release equipment purchase and site work packages in advance of the project construction.
- Provide procurement support of long-lead items.
- Provide Owner Direct Purchase support, if necessary.
- Adhere to the City's commitments to quality, safety, and environmental sensitivity
- Develop and negotiate in good faith a Guaranteed Maximum Price (GMP) contract with the City based on detailed open book cost estimates
- Develop bidders' interest.
- Any other tasks that shall be authorized.

Exhibit C—Phase I Notice to Proceed

Exhibit D—Phase I Early Work(s) Package(s)

N/A

Exhibit D.1—Phase I Early Work(s) Package(s) Amendment Form

N/A

Exhibit E—Phase II Construction Price Amendment

To be developed

Exhibit F—Initial Schedule of Work

Project Milestones and Completion Dates:

IT IS IMPORTANT THAT THIS PROJECT BE COMPLETED ON TIME TO COMPLY WITH TERMS OF THE CORRECTIVE ACTION PLAN.

Dates listed below are subject to change based on receipt of design packages, funding agency review and other unforeseen circumstances outside the control of the CMAR.

- Pre-construction Start: March 12, 2025
- Complete 60% Construction Cost Estimate: May 31, 2025
- Complete 90% Construction Cost Estimate: September 15, 2025
- Complete 90% GMP: October 3, 2025

Exhibit G—Project Technical Requirements (Owner’s RFP)

**CITY OF GRIFFIN
REQUEST FOR PROPOSALS**

**CONSTRUCTION MANAGER AT RISK (CMAR)
FOR
SHOAL CREEK WASTEWATER POLLUTION CONTROL
PLANT (WPCP) EXPANSION**

RFP #25-007

**PROJECT #00004285
Loan / Grant # TBD**



PROPOSAL SUBMITTAL DUE DATE/TIME: January 23, 2025 at 2:00 PM Local Time

Advertisement Date	December 23, 2024
Pre-submittal Conference (optional)	January 7, 2025 at 2:00 pm Local Time the City Hall Building, 100 S Hill St., Griffin, GA 30223 with a site visit following at 2940 West Ellis Rd., Griffin, GA 30224
Deadline for Inquiries	January 14, 2025 at 4:00 pm Local Time
Submittal Deadline	January 23, 2025 at 2:00 pm Local Time
Interviews	Week of February 10, 2025
Project Award	February 25, 2025, pending Funding Agency approval
Begin Project	Upon notification of <i>Notice to Proceed</i> by the City

Request for Proposals

Description of Project

The City of Griffin (hereafter referred to as “Owner” or “The City”) is requesting a Proposal from firms (hereafter “Firm” or “Firms”) interested in providing Construction Manager at Risk (CMAR) Services, including preconstruction and construction, for a plant expansion at the Shoal Creek Water Pollution Control Plant (WPCP). The WPCP expansion will upgrade the plant from a 2.25 MGD plant sending effluent to the Blanton Mill Land Application System (LAS) to a 3.0 MGD plant discharging effluent to the nearby Shoal Creek. Additional components of the WPCP will be constructed as budget allows to prepare the plant for an upgrade to 5.0 MGD in the future. The WPCP expansion may include upgrades to influent screens, influent pump station, grit removal, biological treatment process, tertiary disk filters, UV disinfection, cascade aerator, creek discharge, aerobic digesters, biosolids dewatering press, operations building, as well as associated piping, appurtenances, sites work, and demolition.

The City will select one (1) Firm with experience delivering wastewater treatment plant construction via the CMAR model to participate in the design process and construct the project.

This project may be funded in whole or in part by the Georgia Clean Water State Revolving Fund (CWSRF), or the Water Infrastructure Finance and Innovation Act (WIFIA). All associated federal funding requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. Respondents on this work will be required to comply with all applicable federal regulations.

The Engineer is currently 60% complete with the WPCP expansion design. The CMAR will work closely with the Engineer in reviewing the design, establishing pricing, and offering value engineering suggestions as the design process continues.

The intent is that project costs will be evaluated progressively throughout the Preconstruction phase of each project to ensure that the project can be completed within the City’s budget. Specific guaranteed maximum price (GMP) cost evaluation hold points include:

- 60% Design
- 90% Design (including 90% to 100% completion allowance)

Please note that as a part of Construction Manager’s construction phase responsibilities, the Construction Manager shall invite bids from prospective subcontractors in a competitive manner. Competitive proposals must be taken for any materials or equipment that is used to self-perform work.

Prior to inviting bids, the City may require the Construction Manager to issue a request for qualifications from prospective subcontractors. Such requests shall contain at a minimum a description of the general scope of the work, the deadline for submission of information, and how prospective bidders may apply for consideration. The request shall require information only on their qualifications, experience, and ability to perform requirements of the contract. Prospective subcontractors shall be ranked by the CMAR Purchasing Manager from most qualified to least qualified on the basis of the information provided per internal procurement procedures. Bids shall then be solicited from at least the top three (3) prospective subcontractors by means of an invitation for bids. If the Purchasing Manager, in consultation with the Construction Manager, determines in writing that there are not three (3) subcontractors for a particular area of subcontract work which meet the required qualifications, the Construction Manager may invite bids only from those subcontractors deemed qualified.

Background and System Information

The City of Griffin, Georgia (City) owns and operates three wastewater treatment facilities, including the 2.25 MGD Shoal Creek WPCP located west of the City at 2940 West Ellis Road. The existing facility is an aerated lagoon treatment system that discharges to the Blanton Mill LAS. Allocated flow at Shoal Creek has exceeded 80% of design capacity, which caused the City to impose a moratorium on new development that would add flow to the facility. Average daily flow to the facility is roughly 1.75 MGD.

In addition to the flow capacity issues, the Shoal Creek WPCP and Blanton Mill LAS are under a GA EPD Consent Order and Correct Action Plan (CAP). The Blanton Mill LAS had multiple permit violations of high nitrate levels in the groundwater that must be corrected. The Corrective Action Plan is to upgrade the Shoal Creek WPCP and convert it to a direct discharge to Shoal Creek. This will allow the Blanton Mill LAS to be taken offline and eliminate the permit violations.

The Schedule associated with the CAP is critical for this project and is outlined below. The selected CMAR must work diligently to help the Owner and Engineer meet the CAP schedule.

Table 1: CAP Milestone Schedule

Milestone	Estimated Duration	Completion Date
Design WPCP Upgrades	18 months	6/30/2025*
Apply for and Obtain NPDES Permit	Concurrent w/ WPCP Design	6/30/2025*
Construction Permit Review and Approval	6 months	12/31/2025
Obtain funding for project through Georgia Environmental Finance Authority	Concurrent w/ WPCP Design and Permit Review	12/31/2025
Bid, Approve, and Award Project	6 months	6/30/2026
Equipment Procurement and Construction	24 months	6/30/2028
WPCP Startup	3 months	10/9/2028
Decommission Blanton Mill LAS	6 months Concurrent w/ WPCP Startup	12/30/2028
*Pending request to extend to 12/31/2025.		

Scope

The currently proposed CMAR Preconstruction scope of work shall include the following items:

- Coordinate with the selected wastewater technology equipment vendor(s) throughout the project.
- Participate in regularly scheduled meetings with the City and the Engineer.
- Provide a detailed Guaranteed Maximum Price (GMP) for three (3) design submittals (60%, 90%, 100%).
- Provide project construction planning and scheduling support during Preconstruction period.
- Develop sequencing of construction activities/planning in coordination with the Engineer.
- Provide alternative systems/equipment evaluation and constructability reviews at two (2) design submittals (60% and 90%).
- Work with the Engineer to advise the City on ways to reduce costs without adversely impacting quality or design integrity.
- Evaluate project design for long-lead time equipment.
- Identify and recommend early release equipment purchase and site work packages in advance of the project construction.
- Provide procurement support of long-lead items.
- Provide Owner Direct Purchase support, if necessary.
- Adhere to the City's commitments to quality, safety, and environmental sensitivity

- Develop and negotiate in good faith a Guaranteed Maximum Price (GMP) contract with the City based on detailed open book cost estimates
- Develop bidders' interest.
- Any other tasks that shall be authorized.

Construction will commence once the final scope of work has been determined and a GMP has been accepted. The CMAR shall be responsible for the performance of the construction contract and will bid or solicit multiple quotes for all trade packages and major materials. When appropriate, sustainable construction experience will be a factor in the prequalification of subcontractors. The CMAR will hold all construction contracts and will be bonded for 100% of the GMP. In addition, the following construction requirements will apply:

- Submit project accounting system for a determination of adequacy of necessary cost data and cost allocation capabilities in accordance with generally accepted accounting principles.
- Manage the construction to be not more than the GMP based on detailed open book bid pricing.
- Construct project facilities for a price not exceeding the GMP consistent with the contract.
- Construct and commission the facilities described in the project's scope of work
- Coordinate sequencing of construction activities/planning with the City.
- Arrange the procurement of all materials and equipment upon Owner's approval.
- Plan, schedule and manage all site construction work.
- Prequalification, bid, award, and management of all construction related contracts under Owner's supervision.
- Coordinate all subcontractor work.
- Provide construction Quality Control/Quality Assurance program.
- Address all Federal, State, and local construction permitting requirements.
- Maintain a safe work site for all project participants.
- Provide regular open book financial status reports on project costs.
- Manage construction work to assure compliance with all equipment warranties.
- Warranty administration to include warranty request tracking, response, and resolution for all work performed as part of the construction contract.
- Any other tasks authorized or as directed by Owner.

Pre-Submittal Conference

An optional Pre-submittal Conference will be held on January 7, 2025 at 10:00 am Local Time at the City of Griffin Engineering Department, located at 100 S Hill Street, Griffin, GA, 30223. Representatives of all interested parties are encouraged to be present to discuss the Project. A site visit to the WPCP will directly follow the pre-submittal conference.

Minutes from the Pre-submittal Conference will be issued to all RFP holders.

Project Start Date

The anticipated project start date is March 10, 2025. The actual project start date shall depend upon approval by the City for the Owner to execute a satisfactorily negotiated agreement with the selected Firm as well as approval of contract and other necessary documents by GEFA and/or WIFIA. The actual start date is subject to negotiation and receipt of all necessary documents stated within this RFP.

Project Milestones and Completion Dates

IT IS IMPORTANT THAT THIS PROJECT BE COMPLETED ON TIME TO COMPLY WITH TERMS OF THE GEFA GRANT FOR PROJECT IMPLEMENTATION. Dates listed below are subject to change based on funding agency review and other unforeseen circumstances outside the control of the City.

- Pre-construction Start: March 10, 2025
- Complete 60% GMP: April 7, 2025
- Complete 90% GMP: July 28, 2025
- Complete 100% GMP: November 3, 2025
- Construction Contract Award: June 30, 2026
- Construction Substantial Completion: June 30, 2028

Proposal Package

Interested, qualified Firms are requested to submit a detailed proposal and experience in the conduct of similar work per the selection criteria/guidelines provided in this RFP. All proposals shall contain the following, at a minimum. The pages shall be double-sided 8½-inches by 11-inches except for drawings or tables that may be submitted on single-sided pages not exceeding 11-inches by 17-inches, folded to 8½ inches by 11 inches. Additionally, a digital copy of the full proposal and supporting documentation must be provided. (NOTE: if required as an appendix, these pages shall not count in the maximum page counts):

1. **Introduction (*Maximum 1 page*):** This section shall include a cover letter signed by an authorized representative of the offering Firm. The Table of Contents shall follow the cover letter. (NOTE: A Table of Contents does not count in the maximum page requirement)
2. **Firm information (*Maximum 2 pages*):** This section shall include:
 - a. Office Location(s)
 - b. Business Structure (sole proprietorship, partnership, or corporation)
 - c. History of the Firm, number of years in business, present ownership, and key management individuals. Describe any anticipated or existing changes in overall corporate management ownership.
 - d. Total number of staff
 - e. Current/future workloads of the Firm
 - f. State any conflicts of interest your firm or any key individual may have with these projects
 - g. List any unresolved claims or disputes
3. **Firm Experience and Qualifications (*Maximum 10 pages*):** Briefly describe the Firm's related experience in the preconstruction and construction of similar WWTP upgrade projects. Highlight this experience by including information on a minimum of the Firm's five (5) most recent projects of a similar scope and size that have been completed not more than ten (10) years ago, clearly demonstrating the ability to meet schedule and budget requirements. Identify the project delivery method for each highlighted project. For CMAR projects, describe the value added by the contractor through suggestions and recommendations to the design team as part of the preconstruction scope of work. Provide the following information for each project:
 - a. Name, location, and delivery method of the project
 - b. General description of the project
 - c. The nature of the firm's responsibility on this project
 - d. Project owner's representative name, address, and phone number
 - e. Date project was completed or is anticipated to be completed. For completed projects, state whether the project was completed on-time or if there were delays; if there were delays, state the reason(s).
 - f. Cost of project (budgeted and final)
 - g. Identify stage of project when GMP was established, if applicable
 - h. Percentage of self-performed work
 - i. Work for which the staff was responsible

- j. If the project is not complete, present status of this project
 - k. Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project
 - l. Sustainable design elements incorporated into the project, if applicable
4. **Project Team and Resources (Maximum 10 pages):** The project team is comprised of the preconstruction and construction staff assigned to this specific project. The team shall consist of management, technical, and support staff with demonstrated knowledge in estimating, coordination, and construction of utility maintenance facilities. **Proposal Form 1 – Key Personnel!** (found in RFP Appendix) shall be completed for each team member. In addition, each key member from the firm shall have a résumé specific to this solicitation which shall include but not be limited to the employees (name and title) who are available and proposed to perform work and their skills, qualifications, experience, and level of expertise. [The Proposal Form 1 for each key team member are to be included in the appendix, which does not count towards total number of pages.]

Describe the capabilities of your team to provide the services listed below. Also include how these capabilities may be utilized for this project:

- a. Options analysis
- b. Budget estimating
- c. Value engineering
- d. Construction scheduling
- e. Quality control
- f. Cost control
- g. Change order negotiation
- h. Claims management
- i. Project closeout

An organizational chart for both the preconstruction and construction phases of the project shall be provided to indicate project team relationships. The organizational chart shall identify each team member's location during the respective phase of the project. The organizational chart for the construction phase should clearly indicate whether each team member is proposed to be located onsite or offsite. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

5. **Preconstruction Phase Project Approach (Maximum 6 pages):** It is the intention of the City to negotiate a scope and fee for Preconstruction Phase Services coinciding with the final design for the WPCP Expansion. The CMAR should develop a Preconstruction Phase Services proposal containing the core scope items identified in Scope above. The proposal shall also address the following items:
- a. Preconstruction Coordination, Communication, and Project Controls: The Firm should describe their views of the CMAR's role in the CM-at-Risk delivery method and their relationship with the Engineer and the City. Describe your work approach:
 - i. for working with Engineers on this project
 - ii. to improve the developing design's constructability and scheduling
 - iii. for costing alternative construction means and methods with the Engineers
 - iv. to achieve synergy among the stakeholders on the project
 - v. with the use of formal value engineering work sessions and other CMAR suggested forms of project improvement processes.
 - vi. for local subcontractor involvement
 - vii. for potential acceleration of the pre-construction time for project completion in advance of the original schedule

- b. Knowledge of the Site and Local Conditions: The Firm should describe their knowledge of the site, local codes and ordinances, experience in dealing with local subcontractors and suppliers as an indication of their ability to deliver quality workmanship in an effective and timely manner. Additionally, provide discussion regarding any perceived challenges of the project and how you plan to manage these challenges.
 - c. Proposed Scope of Work: The CMAR shall reference the Preconstruction Scope of Work in this RFP as a basis for developing a scope of work for this project. The CMAR is invited to add to or modify the identified scope based on past project experience and project-specific knowledge.
 - d. Pre-construction Services Fee Estimate and Overhead Multiplier: The CMAR shall provide a cost proposal to perform the Preconstruction services identified in this RFP. Costs that may be allocated to pre-construction services are shown below. For the purposes of preparing the Pre-construction Services Fee Estimate, the Preconstruction period the CMAR should consider shall be 5 months in duration. Using the Key Personnel identified that will be used to render the Preconstruction Scope of Work, proposers should prepare a Pre-construction Fee Estimate utilizing **Proposal Form 2 - Pre-Construction Services Fee Estimate**. The Preconstruction Fee Estimate must include a breakdown of anticipated man-hours for each task identified in the Proposed Scope of Work. Also, Proposer shall provide overhead multiplier applied to raw salary cost used to calculate the billing rate for hourly preconstruction services the CMAR will provide during the Pre-construction Phase. The scope of Pre-construction services may be changed during negotiations from that which is presented here.
6. **Construction Phase Project Approach (Maximum 6 pages):** the City will request a Guaranteed Maximum Price (GMP) from the CMAR prior to the completion of detailed design. The GMP is the final price that the Contractor agrees to accept for complete construction of the Project in accordance with the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for general conditions and all work as required in the Contract Documents. The City reserves the right to terminate the contract with the CMAR in the event a GMP cannot be negotiated to the satisfaction of the City. The firm should expand upon its ability to provide the construction phase services identified in this RFP. The proposal shall also address the following items:
- a. Construction Coordination, Communication, and Project Controls: The Firm's scheduling system and cost control system should be described including the approach proposed for project planning, cost estimating, reporting, communications, requests for information (RFI's), safety, value engineering, and quality control. Indicate the portions of the work you plan on self-performing. For the portions that will be subcontracted, highlight the methods for assuring subcontractors adherence to schedule. At a minimum, this section should address the following:
 - i. A description of the schedules proposed to be used for the management of construction.
 - ii. Describe your proposed process for handling crew loading and coordinated construction scheduling.
 - iii. Attach a sample schedule which best illustrates your overall scheduling capabilities.
 - iv. Provide a description of innovative concepts proposed to enhance value, quality, and control cost and schedule.
 - v. Describe your process for managing Owner's review of "Open Book" materials.
 - vi. Identify your methods to achieve effective communication to control timely task completion and cost.

- b. Implementation of CMAR Delivery Approach: A conceptual construction schedule shall be provided with the information supplied. The schedule shall include consideration of major activities such as negotiation of GMP(s), permits, subcontractor/equipment procurement, site work, foundation work, structural steel erection, etc. The schedule should identify the recommended timing of GMP negotiations relative to design completion percentage. Final design for the dewatering upgrades is anticipated to begin in February 2025 with a five (5) month duration.

It is expected that the successful firm will subcontract a substantial portion of the construction work. The firm shall include a proposed percentage of work to be performed by subcontractors. In addition, describe the firm's approach:

- i. to segregating the project into work packages for procurement of subcontractors with an emphasis on local subcontractor involvement
 - ii. for prequalifying and selecting subcontractors
 - iii. for self-performed work
 - iv. to manage conflicts
 - v. to manage contracts and communication with subcontractors
- c. Costs for CMAR Services – Construction Management Fee, General Conditions Costs: should prepare a Cost for CMAR Services Estimate utilizing Proposal Form 3 – Construction Phase Costs. The Cost for CMAR Services Estimate must include Construction Management Fee, General Conditions Costs, and Construction Management Labor Rates as described below. Costs that may be allocated to CMAR services are shown below in Table 2.

The Estimated Construction Cost (ECC) is the project's currently estimated construction budget. The CMAR shall assume a combined ECC for the project of \$35,000,000 dollars including all CMAR Services Fees. The construction management fee shall be proposed as a percentage of the ECC. This fee shall consist of and include overhead and profit for the entire job. The City, the Engineers, and the CMAR agree to work together to keep the cost of construction for the work represented in the design within the ECC.

General Conditions: Payment for general conditions shall commence on the Notice to Proceed date and Terminate on the date of Final Completion. The Contractor may be asked to provide a breakdown of all General Conditions fees during the CMAR contract negotiations. Contractor shall provide a weekly cost associated with the construction management including, but not limited to:

- Jobsite trailers for CMAR and Engineer
- Jobsite utilities (power, water, internet service)
- General Construction Equipment provided by the CMAR (not subcontractors or suppliers)
- Senior Project Manager
- Project Manager
- Assistant Project Manager
- Regional Superintendent
- Site Superintendent
- Safety Manager
- Purchasing Manager
- Site Cleaning
- Dust Control
- Vehicles

- Temporary Toilets
- Site Dumpster
- Site Storage Containers

Construction Management Labor Rates: The CMAR shall provide a list of proposed raw labor rates for all construction personnel anticipated to be involved in the project. An overall burdened labor rate multiplier shall also be identified. Man-hours associated with CMAR labor will be addressed during GMP negotiations.

Table 2 Allocation of costs and fees

ITEM	Preconstruction	Construction Fee	
		General	Item
HOME OFFICE			
All costs related to the CMAR's home or regional office, including but not limited to, lease, utilities, maintenance, corporate management, administrative staff, office equipment, supplies, etc.		X	X
CMAR's Profit		X	X
<i>Funding Administration - Additional Fee</i>		X	X
PROJECT DEDICATED PERSONNEL			
All quoted rates will include salaries, fringes, autos, taxes and worker's compensation insurance			
Division Manager		X	
Senior Project Manager	X	X	
Project Manager		X	
Assistant Project Manager		X	
Project Estimating	X	X	
Project Superintendent(s)	X	X	
Mechanical and Electrical Coordinators	X	X	
Project Engineer(s)	X	X	
Scheduling	X	X	
Purchasing	X	X	
Secretarial I Clerk	X	X	
Field Engineer		X	
Time Keeper I Job Accounting		X	
Travel Costs	X	X	
Relocation I Temp Living		X	
Safety Officer	X	X	
FIELD OFFICE EXPENSES			
Job Office/Trailer		X	
Owner I AE Trailer		X	
Storage Shed/Trailer		X	
Telephone/Fax/Computers		X	
Office Equipment		X	
Copies/Blueprints		X	
Messengers/Couriers/Postage		X	
Project Photographs		X	
Sanitary Facilities		X	
Drinking Water/Ice		X	
Job Office Power		X	
Temporary Roads and Laydown			X
Site Fencing			X
Dewatering			X
Generators			X
Travel Expenses for Project Specific Purpose		X	

Temporary Fire Protection			X
INSURANCE, BONDS AND TAXES			
Permits and Fees			X
General Liability Insurance			X
Builders Risk Insurance			X
Bond Premiums			X
Sales Taxes			X
Workers Compensation		X	
Permits and Fees			X
General Liability Insurance			X
Builders Risk Insurance			X
Bond Premiums			X
Sales Taxes			X
Workers Compensation		X	
GENERAL			
Project Layout			X
Security			X
Temporary Enclosures			X
Dust / Traffic Control			X
Temporary Heat			X
Temporary Power/Light			X
Temporary Water			X
Tools and Consumables			X
Daily Cleanup			X
Trash Removal			X
Pest Control			X
Final Cleaning			X
Project Sign		X	
O&M Manuals			X
Progress Photographs			X
Testing & Inspections			X
CMAR's and Contractor's Licenses and Fees			X
Construction Labor			X
Construction Materials			X
Construction Equipment			X
Record Drawings			X

7. **Firm's References (Maximum 5 pages):** The City may independently contact any of the Owner's representatives on previous project work of the Firm as identified in the Firm's submitted RFP response. In addition, the Firm must facilitate the submission of Owner references to the City.
- a. Owner submitted references must be completed and received for at least three (3) of the projects identified in Item 3 within this section (above). The Firm must complete the information in the upper section of **Proposal Form 4 – Reference Questionnaire** and submit the completed form directly to the Owner. The Owner will complete the rating within the lower section of the reference Form and directly submit it to the Engineer. Completed reference forms should be submitted to the Engineer prior to the RFP due date.
 - b. In addition to those project references identified in Item 7.a. within this section (above), please provide contact information for up to five (5) additional client references that the City may contact.

Insurance and Bond Requirements

1. The City shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products and completed operations and this shall be noted on the face of the Certificate of Insurance.
2. The CMAR will be bonded for 100% of the GMP.
3. Certificates for all such policies shall be provided by the Firms' insurance agent or broker to the City within 15 working days from the date of award. Firms will provide Owner a minimum of 30 (thirty) days advance notice in the event of the insurance policies or insurance policy is canceled. Subcontractors approved by Owner to perform work on this project are subject to the requirements of this section.
4. Firms agree to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in Georgia for the following insurance policies:

Worker's Compensation – State of Georgia Statutory
Employer's Liability – \$500,000/\$500,000

Automobile Liability

\$ 1,000,000 Per Accident – Combined Single Limit

Coverage shall include bodily injury and property damage and cover all vehicles including owned, non- owned and hired.

Commercial General Liability

\$ 1,000,000/\$2,000,000 Per Occurrence

(Including products and completed operations liability)

Umbrella Liability – \$5,000,000

5. Each Proposal must be accompanied by a Proposal Bond prepared using the Proposal Bond form included in the Appendix, duly executed by the offeror as principal and having as surety thereon a surety company approved by Owner, in the amount of five percent (5%) of the proposal. Proposal Bond amount shall be based on a \$35,000,000 project.
 - a. Such proposal bonds may be returned after the Owner and the accepted offeror have executed the Contract, or, if no award has been made within ninety (90) days after the date of the opening of proposals, upon demand of the offeror at any time thereafter, so long as they have not been informed of the acceptance of their proposal.
 - b. The Proposal Bond of the successful offeror will be retained until the Payment and Performance Bond required hereinafter have been executed and approved, after which the Proposal Bond may be returned.
6. All Proposal Bonds, Performance Bonds, and Payments Bonds, Insurance Contracts, and Certificates of Insurance shall be executed by or countersigned by an attorney-in-fact or a licensed agent of surety. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Georgia. Surety companies signing bonds must appear on the Treasury Department's current list (Circular 570, as amended).
7. Concluding successful negotiation of the Guaranteed Maximum Price contract, highest ranked contractor must provide Performance Bond and Payment Bond in the hereby provided format, each in the amount of one hundred (100%) percent of the negotiated GMP contract price, with corporate surety listed on the Treasury Department's most current list (Circular 570, as amended), approved by the Owner, will be required for the faithful performance of the Contract.
8. The Performance Bond shall remain in full effect through the guarantee period specified in the Contract Documents.

9. Attorneys-in-Fact who sign Proposal Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.
10. The party to whom the contract is awarded will be required to execute the Agreement and obtain a Performance Bond, a Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of the Notice of Award.
11. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure by the offeror to execute the Agreement, the Owner may at his option consider the offeror in default in which case the Proposal Bond accompanying the proposal shall become the property of the Owner.
12. The Owner, within thirty (30) calendar days of the receipt of the required Performance Bond, Payment Bond, Certificates of Insurance and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement, and return to such party an executed duplicate of the Agreement.
13. Should the Owner not execute the Agreement within such period, the offeror may, by written Notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by Owner.
14. A one hundred percent (100%) payment and performance bond are required. Offerors must provide a letter from their bonding company verifying their bonding limit and certifying they can obtain the required bonds once the final cost is established. Letter shall be based on a \$35,000,000 project.
15. Contractor will be required to provide fire, extended coverage, vandalism, and malicious mischief insurance equal to the actual value of the insured property during construction.

Selection Criteria

Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the Proposal may be used to evaluate your Firm as part of any criteria regardless of where that information is found within the Proposal. Information obtained from the Proposal and from any other relevant source may be used in the evaluation and selection process. Submittals will be evaluated according to the following criteria:

1. Professional Qualifications: Technical expertise and competence, including education, registration, and years of experience of individuals with similar projects who will be assigned to this project.
2. Demonstrated experience in projects where key personnel have experience, accuracy, availability, and ability to work together as a team.
3. Previous experience regarding quality of projects and demonstrated history of executing successful projects of similar scope.
4. Demonstrated Firm's ability to meet time and budget requirements.
5. Preconstruction phase approach.
6. Preconstruction costs.
7. Construction phase approach.
8. CMAR Fees, including Construction Management Fee, General Conditions, and Construction Management Labor Rates.
9. Creativity and insight related to the project.
10. Current and projected workloads of the Firm and the project team specifically.
11. Overall compliance with the RFP requirements.
12. CMAR Interviews.

Proposals will be evaluated as follows:

Selection Criteria	Maximum Value
Cover Letter	Pass
Experience/Proposed Project Personnel (#1 & #2)	15 points
Professional Qualifications of Firm (#3)	15 points
Time and Budget (#4)	5 points
Pre-construction Phase Approach (#5)	10 points
Pre-construction Costs (#6)	5 points
Construction Phase Approach (#7)	10 points
CMAR Fees and Rates (#8)	10 points
Creativity and Insight (#9)	5 points
Workload (#10)	5 points
Compliance with RFP (#11)	5 points
TOTAL PRIOR TO INTERVIEW	85 POINTS
CMAR Interview (#12)	15 points
TOTAL FOLLOWING INTERVIEW	100 POINTS

Selection Process

The City will accept submittals that include, at a minimum, the items identified in this RFP. The anticipated selection process is as follows:

1. Representatives designated by the City's Water and Wastewater Director shall serve on the Proposal review panel. The panel may request additional information from one (1) or more applicants.
2. The City will conduct interviews with the three (3) highest scoring Firms based on information submitted in the Proposal.
 - a. The purpose of the interview shall be to gain additional information to adequately evaluate the qualifications based on the criteria identified in the Selection Criteria.
 - b. Interview score will be worth up to an additional ten (15) points in the Selection Criteria.
3. The City review panel shall recommend the highest-scoring Firm to the City Commissioners for Contract Award. This award is non-binding and is contingent upon agreement on factors including, but not limited to, cost and funding agency approval.
4. Following approval by the City Commissioners, the selected Firm will be invited to enter into contract negotiations with the City. A Construction Manager-at-Risk contract will be negotiated with the selected Firm. Should the City and the selected Firm not reach an agreement, the City reserves the right, at its sole discretion, to release that Firm and move to the next qualified Firm and proceed with negotiations.
5. Written notification of the selected Firm will be sent to all Firms that submitted proposals.

Right to Protest

Protests will be addressed in accordance with *the City Procurement and Property Disposal Policy*. Any actual Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the intended award or award of a contract has the right to protest to the City Procurement Officer within ten (10) Business Days of the date notification of award is posted. The protest shall set forth the grounds of the protest and the relief requested. If a protest cannot be settled by mutual agreement, the Water Wastewater Director shall issue a decision in writing within ten (10) Business Days of completion of the review.

General Terms and Conditions

Proprietary/Confidential Information: The Firms are asked for any restrictions on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable law, regulations, and policy of the City. All proprietary/confidential information must be clearly marked as "Proprietary/Confidential"; however, it may be necessary for the City to decide if information designated by the submitter in the RFP is indeed confidential in terms of compliance with the Georgia Freedom of Information Act (FOIA). In such cases, the City council specializing in the state's FOIA shall make final determination as to whether the documents meet the requirements to remain confidential.

Federal Requirements

Davis-Bacon Wage Rate Requirement

The provisions of the Davis-Bacon Act apply to all "treatment works" projects financed in whole or in part from the CWSRF. These requirements apply to projects for the construction, alteration, maintenance, or repair of a treatment works. In all contracts in excess of \$2,000, the Borrower shall insert in full the document entitled "supplemental General Conditions for Federally-Assisted State Revolving Fund." This document is located on the GEFA website at gefa.georgia.gov/loan-documents.

American Iron and Steel

The American Iron and Steel (AIS) requirements apply to all "treatment works" projects financed in whole or in part from the CWSRF. These requirements apply to projects for the construction, alteration, maintenance, or repair of a treatment works. In all contracts, the Borrower shall insert in full the document entitled "AIS Special Conditions." This document is located on the GEFA website at gefa.georgia.gov/loan-documents,

State Environmental Review Process

Projects funded by the CWSRF must undergo an environmental review via the EPA-approved State Environmental Review Process (SERP). This environmental review is conducted by EPD through either a Categorical Exclusion (CE) or Notice of No Significant Impact (NONSI) process. The Engineer is responsible for leading this process, but may require additional input from the CMAR or additional requirements be placed on the project.

Disadvantaged Business Enterprise (DBE)

As a part of GEFA's loan agreement, loan recipients are required to encourage the participation of minority-and women-owned businesses in all project subcontracts. The state's CWSRF percentage goals through September 30,2022, are four percent for Minority Business Enterprises (MBE) and four percent for Women Business Enterprises (WBE) Borrowers should review the "supplemental General Conditions for Federally-Assisted State Revolving Fund," which are located on the GEFA website at gefa.georgia.gov/loan-documents.

Build America Buy America (BABA)

Alongside the Bipartisan Infrastructure Law (BIL), Congress passed BABA, which establishes strong and permanent domestic sourcing requirements across all federal financial assistance programs, BABA, which is a component of the Infrastructure and Jobs Act (IIJA), requires federal agencies to ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

Georgia Domicile Requirement

This project does not have a domicile requirement.

Background Check

the City reserves the right to conduct a background inquiry of each Firm which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories, and reputation in the business community. By submitting proposals to the City, the Applicant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

Determination of Responsibility

The City may make such investigations as it deems necessary to determine the ability of a Firm to provide full performance as outlined in their submittal. The Firm will furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Firm if the evidence submitted by or investigation of such Applicant fails to satisfy the City that such Applicant is properly qualified to carry out the obligations of a Contract.

Rights Reserved by the City

The City reserves the right to:

1. Amend its evaluation criteria at any time during the process.
2. Utilize an independent review member or team during the evaluation process. A review and evaluation of the responses contained in the previous sections will serve as a basis of selection of the Firm judged best suited to meet the City's goals for the project and ask them to submit more detailed information.
3. Reject any or all submittals; to waive any informality or irregularity not affected by law; and to evaluate, in its absolute discretion, the proposals submitted.
4. Conduct interviews with one (1) or more Firms based on information submitted in the Proposal.
5. Reject any Firm if evidence submitted by them or an investigation of such Applicant fails to satisfy the City that such Applicant is properly qualified to carry out the obligations of a Contract.
6. Change the form of the Agreement by Addendum or terminate the Contract subject to the conditions in the Contract Document if at any of the project stages where it becomes apparent that the Construction Manager and the City cannot agree on the total cost, or the total costs are exceeding the project budgets.
7. Modify or change the preconstruction and/or construction scope of work during final negotiations with the CMAR.
8. Release a Firm and move to the next qualified Firm and proceed with negotiations should the City and the selected Firm not reach an agreement.
9. Terminate the Contract with the CMAR in the event a GMP cannot be negotiated to the satisfaction of the City.

Submittal Requirements

Applicants must submit one (1) scan-ready original, three (3) bound copies, and one (1) electronic version of the Proposal package marked "Construction Manager at Risk (CMAR) Proposal for the Shoal Creek Wastewater Pollution Control Plant (WPCP) Expansion" to the City no later than 2:00 pm Local Time on Thursday, January 23rd, 2025. The submittal should not exceed 35 pages (not including table of contents and other items that are to be located in the appendices). The pages shall be **double-sided** 8½-inches by 11-inches except for drawings or tables that may be submitted on **single-sided** pages not exceeding 11-inches by 17-inches, folded to 8½ inches by 11 inches.

LATE SUBMITTALS WILL NOT BE ACCEPTED

It is the Applicant's responsibility to verify the receipt of the submittal. Electronic submittals must be received in PDF format.

Any questions regarding this RFP should be submitted by email to Deborah Manning-Gilbert at dgilbert@cityofgriffin.com. Responses will be provided via email to all Firms requesting to receive them; they will also be posted online via Vendor Registry and the Georgia Procurement Registry as an addendum. Any representations made over the phone or in verbal conversations are non-binding and should be secured in writing through email. The deadline for questions shall be a minimum of 5 working days ahead of the Proposal Deadline.

The Proposal shall be submitted to:

Address: City of Griffin
Finance Department
CMAR Proposal Shoal Creek WPCP Expansion
100 S Hill Street
Griffin, Georgia 30223

Electronic submittals shall be sent via email attachment or file share link to dgilbert@cityofgriffin.com

Appendix
Proposal Bond

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned:

_____, as Principal, and, _____
as Surety, are hereby held and firmly bound unto the City of Griffin, as Owner in the penal sum of

_____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, the _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Griffin a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the:

Construction Manager at Risk (CMAR) for the Shoal Creek Wastewater Pollution Control Plant (WPCP) Expansion

NOW, THEREFORE,

(a) If said Proposal shall be rejected, or

(b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body, the day and year first set forth above.

This Bond being executed in three (3) counterparts.

<u>PRINCIPAL:</u>	<u>ATTEST (2 Individuals)</u>
Signature	Signature
Principal:	Name:
Address:	
By:	Signature
Title:	Name:
Date:	
<p>(CORPORATE SEAL)</p>	

Proposal Form 1 – Key Personnel¹

(Copy and complete this form for Key Personnel. Attach additional pages along with organizational charts for the Pre-Construction and Construction Periods of the Project)

General Information

Name: _____

Title: _____

Year employed by Firm: _____

Total professional experience: _____ Years

Certifications and licenses held

Certification/License Type	State	Lic/Cert Number	Expiration	Notes

Shoal Creek WPCP Expansion - Specific Information

Title/Assignment: _____

Description of roles and responsibilities: _____

Commitment²

Pre-construction: _____ %

Construction: _____ %

¹ Proposers shall duplicate this form for all Key Personnel.

² Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the Pre-construction or Construction phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.

Proposal Form 2 – Pre-Construction Services Fee Estimate

Task Title	Total Fee by Task ¹	Total Hours by Task ²	Key Personnel ³					
			Key Personnel 1	Key Personnel 2	Key Personnel 3	Key Personnel 4	Key Personnel 5	Key Personnel 6
<i>Provide Total Estimated Individual Hours per Key Personnel by Task</i>								
Preconstruction Phase								
Task 1								
Task 2								
Task 3								
Task 4								
Task 5								
Other Tasks: Identify								
 								
TOTALS	Total Combined Fee⁴	Total Combined Hours⁵						

¹ Total estimated fee for entire task
² Total estimated hours for task for all personnel
³ Key personnel used for delivering preconstruction services (proposers should change as required)
⁴ Total combined fee for all subtasks
⁵ Total combined hours for all subtasks and all personnel

Proposal Form 3 – Construction Phase Costs

(The respondent may elect to include these line items in their proposal without this specific form. Please be sure to clearly indicate any Construction Phase costs in the Proposal.)

Estimated Construction Cost (ECC): \$35,000,000

Construction Management Fee (% of the ECC): _____%

General Conditions (\$ per week): _____/week

Construction Management Labor Rates: Please provide a table with anticipated labor rates to be used when self-performing work on this project.

Proposal Form 4 – Reference Questionnaire
Construction Manager at Risk (CMAR) for the
Shoal Creek Wastewater Pollution Control Plant (WPCP) Expansion

Instructions: Proposing Firms will complete the top section of the reference questionnaire and supply this form to their Reference to complete.

Past Performance Survey of: _____ (Name of Company)

Individual(s) Who Worked on this Project:

Referenced Project Description:

Reference Name: _____ Date/Years of Project Activity: _____

Reference Phone: _____ Reference Email: _____

Instructions: References will complete the following section about the Contractor and return this form directly to the City. Please email the completed survey to Kara Hrkach at Kara.Hrkach@KCI.com. Thank you for your time and effort in assisting the City in this important endeavor.

The City is collecting past performance information on contractors and their key personnel. The information will be used to assist the City in the selection of a Construction Manager at Risk for a wastewater treatment plant project. The firm/individuals listed above have listed you as a client for which they have previously performed work on the identified project. We would appreciate you taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individuals again) and 1 representing that you were very unsatisfied (and would never hire the firm/individuals again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

	CRITERION	RATING	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to maintain project schedule (completed on time or early)	(1-10)	
3	Ability to manage project costs (minimal change orders/complete work for Guaranteed Maximum Price)	(1-10)	
4	Ability to identify and minimize the user's risk	(1-10)	
5	Ability to increase value	(1-10)	
6	Coordination of activities and documentation	(1-10)	
7	Accessibility and communication	(1-10)	
8	Your comfort level in hiring the firm again based on performance	(1-10)	
9	Overall customer satisfaction	(1-10)	

Signature of person completing this questionnaire: _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution to adopt proposed changes to the City of Griffin Consolidated Fee Schedule, last updated September 2025. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Proposed changes are highlighted, including one substantive change and two administrative corrections/clarifications.

This proposed fee schedule adds a *standard* hourly fee for off-duty officers hired for traffic or security. Police Officers are frequently hired for off-duty traffic assistance and security at variable rates, some of which are higher or lower than the proposed rate. This proposal establishes a standard hourly fee for off-duty officers, promoting consistency with regard to off-duty placements. Per a recent amendment to O.C.G.A. 41-2-2, setting the fee also allows the City to seek restitution from promoters or organizers of unpermitted events that require traffic control or supplemental law enforcement. Staff is researching potential changes to the City's special event process, including policies and ordinance amendments, and we anticipate further discussion on security and traffic control requirements for special events in the near future.

Staff also found typographical errors/omissions which are being corrected, namely (1) clarification that electric equipment fees and manpower rates for mutual aid assistance and natural disasters are determined by FEMA's fee schedule; and (2) clarifying how plan review fees are calculated under the valuation method adopted in response to HB 493.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Police Officers hired for off-duty traffic control or security, as independent contractors, are already charging hourly fees that vary based on the off-duty placement/offer, some of which are higher or lower than the proposed fee. These fees are paid to the officers by the organization, business, or person who retained them, not to the City, so this change will not result in a financial impact for the City.

The other changes are purely administrative and will not result in a financial change.

Submitted By:

Kelsey Carden

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[RES_Adoption_of_Fee_Schedule_1.28.26 w Exhibit.pdf](#)

[PROPOSED Consolidated Fee Schedule effective 1.28.26.pdf](#)

[9.23.2025 Current Consolidated Fee Schedule.pdf](#)

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA AMENDING THE UNIFIED SCHEDULE OF RATES, FEES AND CHARGES FOR CITY OF GRIFFIN SERVICES, PERMITS AND VARIOUS DEVELOPMENTAL LICENSES AND APPROVALS, WHICH FROM TIME TO TIME ARE CONSIDERED BY THE CITY MANAGER AND HER DEPARTMENT MANAGERS AND RECOMMENDED TO THE BOARD OF COMMISSIONERS FOR APPROVAL; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City strives to operate its departments and utilities on a sound, businesslike basis by imposing and maintaining a unified schedule of current rates, fees and charges for its services and utilities on file with the City Manager’s office, which from time to time are considered and adjustments recommended to the Board of Commissioners for their approval;

WHEREAS, upon recommendation of the City Manager and her respective department managers, following review of the current services and charges expended by the City, and in consultation with the City’s consulting engineers, financial advisors and attorneys, the City Manager is recommending changes in current rates, fees and charges, as authorized by the Code of Griffin, Georgia, as set forth in Exhibit “A” attached hereto;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED by the Board of Commissioners of the City of Griffin, Georgia, that those certain rates, fees and charges set forth in Exhibit “A” attached hereto and made a part of this Resolution as if fully incorporated herein, be approved. Those highlighted in yellow shall become effective January 28, 2026 and all others are currently in effect and will remain in effect;

BE IT FURTHER RESOLVED that the Unified Schedule of Rates, Fees and Charges, as filed in the City Manager’s office, be amended to reflect the changes approved herein.

SO RESOLVED this 27rd day of January 2026.

Douglas S. Hollberg, Mayor

ATTEST:

Jessica O’Connor, Secretary

Water and Wastewater	
Water Fees	
3/4" Tap and Meter Set	\$2,830.00
1" Tap and Meter Set	\$3,480.00
3/4" Meter Set Installation	\$700.00
1" Meter Set Installation	\$760.00
Hydrant Meter Rental (\$100 non-refundable)	\$1,000.00
Hydrant Hose Rental 50ft (Daily)	\$5.00
Meter Test Fee	\$50.00
Water Capital Cost Recovery Fee-3/4" Residential	\$1,800.00
Water Capital Cost Recovery Fee-1" Residential	\$4,500.00
Sewer Fees	
6" Tap and Cleanout Kit	\$2,325.00
Capital Cost Recovery Fee	\$3,500.00
6" Sewer Cleanout Kit	\$420.00
Water Connection Fee	\$40.00
Water Reconnect Fee	\$75.00
Public Works	
Golf Course Fees	
Senior Week Day (Tuesday - Thursday) - 9 holes (with cart)	\$20.00
Senior Week Day (Tuesday - Thursday) - 18 Holes (with cart)	\$28.00
Senior Weekend/Holiday - 9 holes (with cart)	\$26.00
Senior Weekend/Holiday - 18 holes (with cart)	\$34.00
Regular Weekday (Tuesday - Thursday) - 9 holes (with cart)	\$25.00
Regular Weekday (Tuesday - Thursday) - 18 holes (with cart)	\$32.00
Regular Weekend/Holiday - 9 holes (with cart)	\$29.00
Regular Weekend/Holiday - 18 holes (with cart)	\$38.00
Every Monday 18 holes Special Rate (All Ages)	\$25.00
Memberships (Include Unlimited Green Fees)	
Family	\$900.00
Singles	\$550.00
18 Hole Cart Rider/Replay Fee	\$15.00
9 Hole Cart Rider/Replay Fee	\$12.00
Member Replay	\$10.00
Handicap Fee - Adult	\$45.00
Handicap Fee - Junior	\$25.00
Club Set Rental	\$20.00
Pull Cart Rental	\$8.00
Military/First Responder Weekday (Tuesday - Thursday) - 9 holes (with cart)	\$20.00
Military/First Responder Weekend - 9 holes (with cart)	\$26.00
Military/First Responder Weekday (Tuesday - Thursday) - 18 holes (with cart)	\$28.00
Military/First Responder Weekend - 18 holes (with cart)	\$34.00
City Employee Cart Fee 9 holes	\$12.00
City Employee Cart Fee 18 holes	\$15.00
Junior Weekday (Tuesday-Thursday) (13-15 years old) - 9 holes	\$8.00
Junior Weekday (Tuesday-Thursday) (13-15 years old) - 18 holes	\$15.00
Junior Weekend/Holiday (13-15 years old) - 9 Holes	\$10.00
Junior Weekend/Holiday (13-15 years old) - 18 holes	\$18.00
9 Hole - League Rate	\$20.00
18 Hole - League Rate	\$25.00
18 Hole - Tournament Rate (Monday - Thursday)	\$29.00

18 Hole - Tournament Rate (Friday - Sunday)	\$34.00
18 Hole - Tournament Rate (Holiday)	\$36.00
18 Hole - City Hosted Tournament Rate (Monday - Thursday) per person / per day	\$28.00
18 Hole - City Hosted Tournament Rate (Friday - Sunday) per person / per day	\$31.00
18 Hole - City Hosted Tournament Rate (Holiday) per person / per day	\$33.00
Spectator Cart Fee	\$25.00
School Team Qualifier Match	\$200.00
School Team Rate (10 - 20 players)	\$350.00
Customer Service Fees	
Customer Service Fee	\$3.50
Credit Check Fee	\$5.00
After Hours Fee - Remote Electric Meters	\$25.00
After Hours Fee - Non-Remote Electric Meters / Water Meters	\$50.00
After Hours - Bucket Truck Trip <i>(for services that had to be cut loose)</i>	\$100.00
Connect Fee - Remote Electric Meters	\$25.00
Connect Fee - Non- Remote Electric Meters / Water Meters	\$50.00
Connect Fee - Services Cut Loose <i>(Bucket Truck Trip)</i>	\$75.00
Reconnect Fee - Remote Electric Meters	\$55.00
Reconnect Fee - Non-Remote Electric Meters / Water Meters	\$75.00
Reconnect Fee - Services that required to be cut loose <i>(Bucket Truck Trip)</i>	\$100.00
Water Left Off Fee <i>(first water left off trip is at no charge - any additional trip is billed WLO fee)</i>	\$50.00
Return Check Fee	\$35.00
Residential Utility Service Deposit	\$300.00
Commercial Electric Deposit <i>(calculated as defined in Customer Service policy - minimum fee shall be \$500)</i>	\$500.00
Spalding County Water (with possible sewer) Deposit	\$125.00
Commercial Water Only Deposit	\$175.00
Cut Lock Fee	\$75.00
*For residential customers only: No deposit fee required with approved credit. A \$5.00 credit check fee will be added to customer's first statement	
Solid Waste Fees	
Landfill Gate Non-City Resident Minimum	\$35.00
Transfer Station Tipping Fee Non-City Resident Minimum	\$35.00
Commercial Collections	
20 cu yard per haul flat rate	\$350.00
30 cu yd per haul flat rate	\$400.00
40 cu yard per haul flat rate	\$450.00
Central Business District Tier 1	\$22.71
Central Business District Tier 2	\$33.68
Central Business District Tier 3	\$45.00
Approved Hauler Fee	\$150.00
Solid Waste Container Fee	\$60.00
Oak Hill Cemetery Fees	
Permit Fees	
Interment Fee	\$150.00
Monument Fees	\$150.00
Traditional Burials	
City Residents	\$1,350.00
Non-City Resident	\$1,550.00
Children	\$800.00
Weekend / Holiday + \$300.00	
After 3:30 + \$300.00	
Cemetery Lot - Per Space/Pre Need Sales	
City Residents	\$1,000.00
Non-City Residents	\$1,400.00
Infant / Half Space - City Resident	\$550.00
Infant / Half Space - Non-City Resident	\$750.00
ALL AT NEED SALES	Additional \$200.00
218 ation Interment (Traditional Burial)	

Per page copied BW 8 1/2 X 11 or 8 1/2 X 14	\$0.10
Per page copied Color 8 1/2 X 11 or 8 1/2 X 14	\$0.25
Per page copied 11 X 17 BW	\$0.75
Per page copied 11 X 17 Color	\$0.75
Data Storage - Flash drive	\$8.00
Disk	\$1.00
Mailing costs	To be determined
Labor costs	To be determined
Police Department Fees	
Incident Report	\$2.00
Accident Report	\$5.00
Golf Cart Permit (Annual)	\$15.00
Background Computer Check	\$20.00
Record Restriction Request	\$25.00
Off Duty Officer for Traffic or Security - Charge is per hour per officer.	\$65.00
Fire Department Fees	
Existing Business Inspections	
Initial Annual Inspection	No charge
First follow-up inspection	\$50.00
Second follow-up inspection	\$100.00
Third follow-up inspections	\$150.00
Fire Suppression/Sprinkler Plans Review	\$150.00
New Business Inspection	\$50.00
Special Event Inspection	\$50.00
Commercial Hood Plans Review/Inspection	\$100.00
Site Plan Review and Inspection	\$100.00
Change of Occupancy	\$100.00
Blasting Permit	\$100.00
Install/Removal of Underground Fuel tanks	\$100.00
Fireworks Permit	\$100.00
After Hours Inspection	\$150.00 Per hour
New Construction Inspections	
80%, 100% and first follow-up	No charge
Second follow-up inspection	\$100.00
Airport	
Transient Overnight Parking	\$10.00 per night
	* First night is waived if they purchase fuel.
Information Technology	
Callout for issues	\$65.00 Trip fee and \$50.00 Per hour
Early Termination Fee for Small Businesses, Government and Industria	50% of remaining service order
GIS	
Digital Data Categories - Electric, Landbase, Public Works, Sewer, Stormwater, Water, Orthos	\$10 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Digital Data Categories - Facilities, Hydrology, Zones & Overlay:	\$5 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Printed Maps 1-5 Pages Size 8 1/2" x 11"	Free
Printed Maps Size 8 1/2" x 11" - Each Additional Page	\$0.25
Printed Maps 1-5 Pages Size 11" x 17"	Free
Printed Maps Size 11" x 17" - Each Additional Page	\$0.50
Printed Maps 1-5 Pages Size 17" up to 36"	\$10 Per Page
Printed Maps Size 17" up to 36" - Each Additional Page	\$5 Per Page
Format Scans 1-5 Pages	\$10 Per Page

Large Format Scans - Each Additional Page	\$2 Per Page
Scanned Files Copied to CD / Flash Drive	\$10.00
Scanned Files Emailed / Copied to Own Drive	Free

Court

Dispositions	\$5.00
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Main Street

Go Cups (Participating businesses receive 2 sleeves/month for 2nd Saturdays, free of charge)	Additional sleeve 50 cups per sleeve	\$20.00
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Planning and Development

ZONING APPLICATIONS

Rezoning Application - Residential	\$350.00
Rezoning Application - Commercial	\$450.00
Rezoning & Annexation Application - Residential	\$500.00
Rezoning & Annexation Application - Commercial	\$600.00
Variance Application - Residential	\$300.00
Variance Application - Commercial	\$350.00
Variance Application - Administrative	\$100.00
Special Use Application - Residential	\$350.00
Special Use Application - Commercial	\$400.00
Temporary Use / Tent Permit	\$150.00
Appeal of Zoning Decision	\$250.00
Plat Review Application	\$100.00
Zoning Verification Letter	\$50.00
Historic Preservation Certificate of Appropriateness	\$50.00

DEVELOPMENT APPLICATIONS

Development Review - Major Review With Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$1,000.00
Development Review - Major Review Without Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$1,250.00
Development Review - Major Review - Any Submittal After The 2nd Submitta	\$500.00
Development Review - Minor Review With Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$300.00
Development Review - Minor Review Without Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$500.00
Development Review Minor Review - Any Submittal After The 2nd Submitta	\$200.00
Land Disturbance Up To 1 Acre	\$250.00
Land Disturbance 1.1 - 5 Acres	\$450.00
Land Disturbance 5.1 - 10 Acres	\$500.00
Land Disturbance 10.1 - 30 Acres	\$550.00
Land Disturbance 30.1 Acres Or More	\$600.00
Erosion And Sediment Bond	\$3,000 Per Acre / Lot

SIGN PERMITS

Sign Review (Due At Time Of Submittal)	\$25.00
Building 0 - 55 Sq. Ft.	\$55.00
Building 56 - 110 Sq. Ft.	\$110.00
Building 111 - 165 Sq. Ft.	\$165.00
Building 166 - 220 Sq. Ft.	\$220.00
Freestanding 0 - 65 Sq. Ft	\$65.00
Freestanding 66 - 130 Sq. Ft	\$130.00
Freestanding 131 - 195 Sq. Ft	\$195.00
Freestanding 196 - 300 Sq. Ft	\$260.00
Billboard 0 - 200 Sq. Ft	\$200.00
Billboard 201 - 400 Sq. Ft	\$350.00
Billboard 401 - 672 Sq. Ft	\$500.00
Changeable Copy	\$65.00
Temporary Banner	\$40.00
Instructional Sign	\$35.00

ALCOHOL LICENSING

Application Fee (Due At Time Of Submittal)	\$150.00
Manufacturer - Distillery, Brewery, Winery	\$5,000.00
Wholesale - Malt Beverages / Wine	\$100.00
Wholesale - Distilled Spirits	\$3,500.00
Brewpub - Beer Only	\$1,500.00
Eating Establishment (On Premise Consumption) - Malt Beverage	\$500.00
Eating Establishment (On Premises Consumption) - Wine	\$500.00
Eating Establishment (On Premise Consumption) - Distilled Spirit	\$5,000.00
Public Club & Bar (On Premise Consumption) - Malt Beverages	\$1,000.00
Public Club & Bar (On Premise Consumption) - Wine	\$1,000.00
Public Club & Bar (On Premise Consumption) - Distilled Spirit	\$5,000.00
Package - Malt Beverages & Wine	\$1,500.00

Retail Package - Distilled Spirits (Includes Malt Beverages & Wine)	\$5,000.00
Retail Package - Specialty Package Retailer (Malt Beverages & Wine)	\$1,500.00
Private Club & Fraternal Org. (On Premise Consumption) - Malt Beverage & Wine	\$350.00
Private Club & Fraternal Org. (On Premise Consumption) - Distilled Spirit	\$1,000.00
Alcohol Beverage Caterer - Malt Beverages & Wine	\$50.00
Alcohol Beverage Caterer - Distilled Spirits (Includes Malt Beverages & Wine)	\$100.00
Alcohol Beverage Event Permit - Maximum 3 Day:	\$25.00 (Per Day & Event)
Ancillary Tasting - Malt Beverages And/Or Wine	\$150.00

TAX AND LICENSING

Occupational Tax Certificate (Base Fee & Administrative Fee)	\$100.00
Full-time Employee	\$60.00 (Each)
Part-time Employee	\$30.00 (Each)
Professionals' Fee	\$400.00 (Each)
Zoning Compliance Certification Inspector	\$100.00
Insurance Premium Tax (Insurer)	\$75.00
Towing Firm (Regulatory License)	\$100.00
Retail Consumption Distilled Spirits Excise Tax	3% of Taxable Distilled Spirits

MEDIA PRODUCTION

Low Impact	\$100.00
High Impact	\$300.00
Daily Permit Fee	\$100.00
Expediting Fee	\$100.00
Drones & Cranes	\$50.00
Parking Space	\$10.00 / Day Per Parking Space
Application Amendments	\$50.00
Sanitation Bond	\$100.00
Parking Use Agreement (Lots Owned / Maintaned By City of Griffin)	\$300.00 / Day
Prep/Strike Location Agreement (Property Owned / Maintaned By City of Griffin)	\$500.00 / Day
Filming Location Agreement (Property Owned / Maintaned By City of Griffin)	\$1,000.00 / Day

ANIMAL CONTROL

Unaltered Animal Permit	\$25.00
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STANDALONE PERMITS & ADD ON FEES

Administrative Fee - Applied All Permits Unless Otherwise Noted (*)	\$50.00
Roof - Commercial	\$350.00
Roof - Residential	\$100.00
Siding Permit	\$100.00
Fence Permit	\$100.00
Retaining Wall	\$10 (per linear foot)
Demolition Or Removal Of A Structure	\$100.00
Trade Permit - Commerical (Stand Alone)	\$150.00
Trade Permit - Residential (Stand Alone)	\$100.00
Fire Supression / Sprinkler System/ Fire Alarm	See Fire Department Fees
Swimming Pool / Spa - Residential (Includes Plan Review)	\$250.00
Swimming Pool / Spa - Commercial/ Community (Includes Plan Review)	\$500.00
New Cell Tower	\$1,000.00
Cell Tower Modification	\$500.00
Temporary Construction / Sales Office	\$100.00
Other Required Permits (Deck, Outdoor Fireplace, Ramp, Etc.)	\$150.00
Special Event Permit	\$50.00
Work Begun Prior To Permitting	200% of Permit Fee
Permit Extension	\$50.00*
Re-inspection Fee	\$100.00*
Inspections Outside Of Normal Business Hours - MUST BE PAID IN ADVANCE	\$250.00 (hr)*
Additional Plan Review Required By Changes, Additions Or Revisions To Approved Plan:	\$150.00
Residential Certificate Of Occupancy Or Certificate Of Completior	\$50.00*
Commercial Certificate Of Occupancy Or Certificate Of Completior	\$100.00*

BUILDING PERMIT CALCULATION

TOTAL VALUATION	
RESIDENTIAL - MINOR RENOVATION (VALUE UP TO \$74,999.99)	
0-500 Sq. ft.	\$437.50
501-1000 Sq. ft.	\$531.25
1001-2000 Sq. ft.	\$625.00
2001 & UP Sq. ft.	\$718.75
COMMERCIAL - MINOR RENOVATION (VALUE UP TO \$74,999.99)	
0-500 Sq. ft.	\$750.00
501-1000 Sq. ft.	\$900.00
1001-2000 Sq. ft.	\$1,050.00
& UP Sq. ft.	\$1,200.00

NEW CONSTRUCTION	See Rate Table - Fee calculated based on square footage, occupancy group, and building type
EXTENSIVE RENOVATION (VALUED AT \$75,000 or MORE)	See Rate Table - Fee calculated based on square footage, occupancy group, and building type

*Unless otherwise stated, the total valuation will be calculated using the most recent **Building Valuation Data** as published in the Building Safety Journal by the ICC. A current copy is available upon request. *

(Consolidated Fee Schedule Continued)

BUILDING PERMIT FEE CALCULATION

New Construction	100% of Table Rate x Square Feet
Building Shell	80% of Table Rate x Square Feet
Renovation / Interior Remodel / Tenant Buildout (Value \$75,000 or more)	60% of Table Rate x Square Feet
INITIAL PLAN REVIEW FEE (Applicable to New Construction/Building Shell/Value \$75,000 or more)	
Single Family / Duplex Plan Review Fee	25% of Calculated Building Permit Fee
Multi Family / Commercial Plan Review Fee	50% of Calculated Building Permit Fee

Building Permit Fee Table Rate is determined by Occupancy Group and Building Type per the International Building Code (IBC). The City has final determination as to the applicable occupancy group and building type based on submitted plans and applicant's explanation of use. The building permit fee includes initial inspections and trades. The building permit fee does not include any applicable add-on fees, such as an administrative fee, reinspection fees, or additional plan review fees. Initial plan review fees must be calculated as provided above and added to the building permit fee calculation (i.e. total permit fee = building permit fee + initial plan review fee). The steps listed below provide more detail as to how new construction/extensive renovation building permit fees and plan review fees should be calculated.

STEP 1:	Use the IBC to determine the Occupancy Group. <i>Example: Single Family is R-3.</i>
STEP 2:	Use the IBC to determine the Building Type. <i>Example: Wood-frame is VB</i>
STEP 3:	Determine the applicable rate using the table below. <i>Example: For a NEW R-3, type VB structure, the rate is 100% of 1.09. For a RENOVATION of a R-3, type VB structure, the rate is 60% of 1.09 or .654.</i>
STEP 4:	Multiply total square footage to be built or renovated by the applicable rate identified in STEP 3. <i>Example: For NEW construction of a R-3 Type VB, 2000 SQFT Structure, the building fee is \$2180.00</i>
STEP 5:	Multiply the Building Fee from Step 4 by the applicable plan review fee rate. <i>Example: NEW R-3 Single Family VB plan review fee is 25% of the building permit fee. \$2,180 * 25% = \$545 Initial Plan Review Fee</i>
STEP 6:	Add the Building Fee from Step 4 to the Plan Review Fee from Step 5 to get the TOTAL Permit fee. <i>Example: \$2,180 (Building Fee) + \$545 (Initial Plan Review Fee) = \$2,725 (Total Permit Fee)</i>

BUILDING PERMIT FEE TABLE OF RATES

Occupancy Group per IBC	Building Type per International Building Code (IBC)									
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	
A-1, Assembly, theaters with or without stage	0.74	0.72	0.71	0.68	0.65	0.63	0.66	0.62	0.60	
A-2, Assembly night clubs	0.85	0.84	0.82	0.80	0.78	0.77	0.79	0.74	0.73	
A-2, Assembly, restaurants, bars, banquet halls	1.10	1.07	1.04	1.02	0.96	0.94	0.99	0.88	0.86	
A-3, Assembly, churches	0.78	0.76	0.75	0.72	0.70	0.68	0.71	0.67	0.65	
A-3, Assembly, general, community halls, libraries	0.56	0.54	0.53	0.50	0.47	0.46	0.49	0.47	0.43	
A-4, Assembly, arenas	0.46	0.45	0.44	0.42	0.39	0.38	0.41	0.39	0.35	
B Business	1.33	1.29	1.25	1.20	1.11	1.07	1.17	1.00	0.96	
E Educational	0.91	0.88	0.86	0.83	0.78	0.74	0.80	0.68	0.66	
F-1, Factory Industrial, moderate hazard	0.51	0.49	0.49	0.48	0.46	0.46	0.47	0.44	0.43	
F-2, Factory Industrial, low hazard	0.47	0.46	0.45	0.44	0.42	0.41	0.43	0.39	0.39	
H-1, High Hazard, explosives	0.67	0.65	0.63	0.61	0.57	0.55	0.59	0.49	NP	
H-2,3,4 High Hazard	0.66	0.64	0.62	0.60	0.56	0.54	0.58	0.48	0.44	
H-5, HPM	0.91	0.88	0.85	0.82	0.76	0.74	0.80	0.68	0.65	
I-1, Institutional, supervised environment	0.88	0.86	0.83	0.80	0.74	0.71	0.80	0.67	0.65	
I-2, Institutional, Hospitals	1.39	1.37	1.33	1.30	1.23	NP	1.27	1.16	NP	
I-2, Institutional, nursing homes	1.08	1.06	1.03	1.00	0.93	NP	0.97	0.85	NP	
I-3, Institutional, restrained	1.05	1.02	1.00	0.96	0.90	0.87	0.93	0.82	0.79	
I-4, Institutional, day cares	1.50	1.47	1.45	1.42	1.34	1.31	1.42	1.23	1.20	
M, Mercantile	1.42	1.37	1.31	1.26	1.17	1.12	1.21	1.03	0.99	
R-1, Residential, hotels	0.78	0.75	0.73	0.71	0.66	0.64	0.71	0.61	0.59	
R-2, Residential, multi-family	1.30	1.28	1.26	1.25	1.23	1.20	1.25	1.18	1.16	
R-3, Residential, 1 and 2 family	1.44	1.41	1.39	1.36	1.32	1.28	1.34	1.25	1.09	
R-4, Residential, assisted living	1.10	1.09	1.07	1.05	1.03	1.00	1.06	0.92	0.90	
S-1, Storage, moderate hazard	0.53	0.51	0.49	0.47	0.44	0.42	0.39	0.39	0.33	
S-2, Storage, low hazard	0.27	0.26	0.25	0.24	0.23	0.22	0.20	0.19	0.17	
U, Utility, miscellaneous	0.34	0.34	0.33	0.32	0.31	0.30	0.33	0.78	0.76	

NP - Not Permitted

For large or special projects that warrant full-time on-site inspection personnel - a daily rate may apply.

Table to be adjusted annually based on CPI

(Consolidated Fee Schedule Continued)

BUILDING PERMIT FEE CALCULATION

New Construction	100% of Table Rate x Square Feet
Building Shell	80% of Table Rate x Square Feet
Renovation / Interior Remodel / Tenant Buildout (Value \$75,000 or more)	60% of Table Rate x Square Feet
	INITIAL PLAN REVIEW FEE (Applicable to New Construction / Building Shell / Renovation / Value \$75,000 or more)
Single Family / Duplex Plan Review Fee	25% of Calculated Building Permit Fee
Multi Family / Commercial Plan Review Fee	50% of Calculated Building Permit Fee

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A-3, Assembly, churches	0.78	0.76	0.75	0.72	0.70	0.68	0.71	0.67	0.65	
A-3, Assembly, general, community halls, libraries	0.56	0.54	0.53	0.50	0.47	0.46	0.49	0.47	0.43	
A-4, Assembly, arenas	0.46	0.45	0.44	0.42	0.39	0.38	0.41	0.39	0.35	
B Business	1.33	1.29	1.25	1.20	1.11	1.07	1.17	1.00	0.96	
E Educational	0.91	0.88	0.86	0.83	0.78	0.74	0.80	0.68	0.66	
F-1, Factory Industrial, moderate hazard	0.51	0.49	0.49	0.48	0.46	0.46	0.47	0.44	0.43	
F-2, Factory Industrial, low hazard	0.47	0.46	0.45	0.44	0.42	0.41	0.43	0.39	0.39	
H-1, High Hazard, explosives	0.67	0.65	0.63	0.61	0.57	0.55	0.59	0.49	NP	
H-2,3,4 High Hazard	0.66	0.64	0.62	0.60	0.56	0.54	0.58	0.48	0.44	
H-5, HPM	0.91	0.88	0.85	0.82	0.76	0.74	0.80	0.68	0.65	
I-1, Institutional, supervised environment	0.88	0.86	0.83	0.80	0.74	0.71	0.80	0.67	0.65	
I-2, Institutional, Hospitals	1.39	1.37	1.33	1.30	1.23	NP	1.27	1.16	NP	
I-2, Institutional, nursing homes	1.08	1.06	1.03	1.00	0.93	NP	0.97	0.85	NP	
I-3, Institutional, restrained	1.05	1.02	1.00	0.96	0.90	0.87	0.93	0.82	0.79	
I-4, Institutional, day cares	1.50	1.47	1.45	1.42	1.34	1.31	1.42	1.23	1.20	
M, Mercantile	1.42	1.37	1.31	1.26	1.17	1.12	1.21	1.03	0.99	
R-1, Residential, hotels	0.78	0.75	0.73	0.71	0.66	0.64	0.71	0.61	0.59	
R-2, Residential, multi-family	1.30	1.28	1.26	1.25	1.23	1.20	1.25	1.18	1.16	
R-3, Residential, 1 and 2 family	1.44	1.41	1.39	1.36	1.32	1.28	1.34	1.25	1.09	
R-4, Residential, assisted living	1.10	1.09	1.07	1.05	1.03	1.00	1.06	0.92	0.90	
S-1, Storage, moderate hazard	0.53	0.51	0.49	0.47	0.44	0.42	0.39	0.39	0.33	
S-2, Storage, low hazard	0.27	0.26	0.25	0.24	0.23	0.22	0.20	0.19	0.17	
U, Utility, miscellaneous	0.34	0.34	0.33	0.32	0.31	0.30	0.33	0.78	0.76	

NP - Not Permitted

For large or special projects that warrant full-time on-site inspection personnel - a daily rate may apply.

Table to be adjusted annually based on CPI

Consolidated Fee Schedule
Effective 1/28/2026

Water and Wastewater	
Water Fees	
3/4" Tap and Meter Set	\$2,830.00
1" Tap and Meter Set	\$3,480.00
3/4" Meter Set Installation	\$700.00
1" Meter Set Installation	\$760.00
Hydrant Meter Rental (\$100 non-refundable)	\$1,000.00
Hydrant Hose Rental 50ft (Daily)	\$5.00
Meter Test Fee	\$50.00
Water Capital Cost Recovery Fee-3/4" Residential	\$1,800.00
Water Capital Cost Recovery Fee-1" Residential	\$4,500.00
Sewer Fees	
6" Tap and Cleanout Kit	\$2,325.00
Capital Cost Recovery Fee	\$3,500.00
6" Sewer Cleanout Kit	\$420.00
Water Connection Fee	\$40.00
Water Reconnect Fee	\$75.00
Public Works	
Golf Course Fees	
Senior Week Day (Tuesday - Thursday) - 9 holes (with cart)	\$20.00
Senior Week Day (Tuesday - Thursday) - 18 Holes (with cart)	\$28.00
Senior Weekend/Holiday - 9 holes (with cart)	\$26.00
Senior Weekend/Holiday - 18 holes (with cart)	\$34.00
Regular Weekday (Tuesday - Thursday) - 9 holes (with cart)	\$25.00
Regular Weekday (Tuesday - Thursday) - 18 holes (with cart)	\$32.00
Regular Weekend/Holiday - 9 holes (with cart)	\$29.00
Regular Weekend/Holiday - 18 holes (with cart)	\$38.00
Every Monday 18 holes Special Rate (All Ages)	\$25.00
Memberships (Include Unlimited Green Fees)	
Family	\$900.00
Singles	\$550.00
18 Hole Cart Rider/Replay Fee	\$15.00
9 Hole Cart Rider/Replay Fee	\$12.00
Member Replay	\$10.00
Handicap Fee - Adult	\$45.00
Handicap Fee - Junior	\$25.00
Club Set Rental	\$20.00
Pull Cart Rental	\$8.00
Military/First Responder Weekday (Tuesday - Thursday) - 9 holes (with cart)	\$20.00
Military/First Responder Weekend - 9 holes (with cart)	\$26.00
Military/First Responder Weekday (Tuesday - Thursday) - 18 holes (with cart)	\$28.00
Military/First Responder Weekend - 18 holes (with cart)	\$34.00
City Employee Cart Fee 9 holes	\$12.00
City Employee Cart Fee 18 holes	\$15.00
Junior Weekday (Tuesday-Thursday) (13-15 years old) - 9 holes	\$8.00
Junior Weekday (Tuesday-Thursday) (13-15 years old) - 18 holes	\$15.00
Junior Weekend/Holiday (13-15 years old) - 9 Holes	\$10.00
Junior Weekend/Holiday (13-15 years old) - 18 holes	\$18.00
9 Hole - League Rate	\$20.00
18 Hole - League Rate	\$25.00
226 18 Hole - Tournament Rate (Monday - Thursday)	\$29.00

18 Hole - Tournament Rate (Friday - Sunday)	\$34.00
18 Hole - Tournament Rate (Holiday)	\$36.00
18 Hole - City Hosted Tournament Rate (Monday - Thursday) per person / per day	\$28.00
18 Hole - City Hosted Tournament Rate (Friday - Sunday) per person / per day	\$31.00
18 Hole - City Hosted Tournament Rate (Holiday) per person / per day	\$33.00
Spectator Cart Fee	\$25.00
School Team Qualifier Match	\$200.00
School Team Rate (10 - 20 players)	\$350.00

Customer Service Fees

Customer Service Fee	\$3.50
Credit Check Fee	\$5.00
After Hours Fee - Remote Electric Meters	\$25.00
After Hours Fee - Non-Remote Electric Meters / Water Meters	\$50.00
After Hours - Bucket Truck Trip <i>(for services that had to be cut loose)</i>	\$100.00
Connect Fee - Remote Electric Meters	\$25.00
Connect Fee - Non- Remote Electric Meters / Water Meters	\$50.00
Connect Fee - Services Cut Loose <i>(Bucket Truck Trip)</i>	\$75.00
Reconnect Fee - Remote Electric Meters	\$55.00
Reconnect Fee - Non-Remote Electric Meters / Water Meters	\$75.00
Reconnect Fee - Services that required to be cut loose <i>(Bucket Truck Trip)</i>	\$100.00
Water Left Off Fee <i>(first water left off trip is at no charge - any additional trip is billed WLO fee)</i>	\$50.00
Return Check Fee	\$35.00
Residential Utility Service Deposit	\$300.00
Commercial Electric Deposit <i>(calculated as defined in Customer Service policy - minimum fee shall be \$500)</i>	\$500.00
Spalding County Water (with possible sewer) Deposit	\$125.00
Commercial Water Only Deposit	\$175.00
Cut Lock Fee	\$75.00

*For residential customers only: No deposit fee required with approved credit. A \$5.00 credit check fee will be added to customer's first statement

Solid Waste Fees

Landfill Gate Non-City Resident Minimum	\$35.00
Transfer Station Tipping Fee Non-City Resident Minimum	\$35.00
Commercial Collections	
20 cu yard per haul flat rate	\$350.00
30 cu yd per haul flat rate	\$400.00
40 cu yard per haul flat rate	\$450.00
Central Business District Tier 1	\$22.71
Central Business District Tier 2	\$33.68
Central Business District Tier 3	\$45.00
Approved Hauler Fee	\$150.00
Solid Waste Container Fee	\$60.00

Oak Hill Cemetery Fees

Permit Fees	
Interment Fee	\$150.00
Monument Fees	\$150.00
Traditional Burials	
City Residents	\$1,350.00
Non-City Resident	\$1,550.00
Children	\$800.00
Weekend / Holiday + \$300.00	
After 3:30 + \$300.00	
Cemetery Lot - Per Space/Pre Need Sales	
City Residents	\$1,000.00
Non-City Residents	\$1,400.00
Infant / Half Space - City Resident	\$550.00
Infant / Half Space - Non-City Resident	\$750.00
ALL AT NEED SALES	Additional \$200.00

Per page copied BW 8 1/2 X 11 or 8 1/2 X 14	\$0.10
Per page copied Color 8 1/2 X 11 or 8 1/2 X 14	\$0.25
Per page copied 11 X 17 BW	\$0.75
Per page copied 11 X 17 Color	\$0.75
Data Storage - Flash drive	\$8.00
Disk	\$1.00
Mailing costs	To be determined
Labor costs	To be determined
Police Department Fees	
Incident Report	\$2.00
Accident Report	\$5.00
Golf Cart Permit (Annual)	\$15.00
Background Computer Check	\$20.00
Record Restriction Request	\$25.00
Off Duty Officer for Traffic or Security - Charge is per hour per officer.	\$65.00
Fire Department Fees	
Existing Business Inspections	
Initial Annual Inspection	No charge
First follow-up inspection	\$50.00
Second follow-up inspection	\$100.00
Third follow-up inspections	\$150.00
Fire Suppression/Sprinkler Plans Review	\$150.00
New Business Inspection	\$50.00
Special Event Inspection	\$50.00
Commercial Hood Plans Review/Inspection	\$100.00
Site Plan Review and Inspection	\$100.00
Change of Occupancy	\$100.00
Blasting Permit	\$100.00
Install/Removal of Underground Fuel tanks	\$100.00
Fireworks Permit	\$100.00
After Hours Inspection	\$150.00 Per hour
New Construction Inspections	
80%, 100% and first follow-up	No charge
Second follow-up inspection	\$100.00
Airport	
Transient Overnight Parking	\$10.00 per night
* First night is waived if they purchase fuel.	
Information Technology	
Callout for issues	\$65.00 Trip fee and \$50.00 Per hour
Early Termination Fee for Small Businesses, Government and Industria	50% of remaining service order
GIS	
Digital Data Categories - Electric, Landbase, Public Works, Sewer, Stormwater, Water, Orthos	\$10 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Digital Data Categories - Facilities, Hydrology, Zones & Overlay:	\$5 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Printed Maps 1-5 Pages Size 8 1/2" x 11"	Free
Printed Maps Size 8 1/2" x 11" - Each Additional Page	\$0.25
Printed Maps 1-5 Pages Size 11" x 17"	Free
Printed Maps Size 11" x 17" - Each Additional Page	\$0.50
Printed Maps 1-5 Pages Size 17" up to 36"	\$10 Per Page
Printed Maps Size 17" up to 36" - Each Additional Page	\$5 Per Page
Format Scans 1-5 Pages	\$10 Per Page

Large Format Scans - Each Additional Page	\$2 Per Page
Scanned Files Copied to CD / Flash Drive	\$10.00
Scanned Files Emailed / Copied to Own Drive	Free

Court

Dispositions	\$5.00
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Main Street

Go Cups (Participating businesses receive 2 sleeves/month for 2nd Saturdays, free of charge)	Additional sleeve 50 cups per sleeve	\$20.00
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Planning and Development

ZONING APPLICATIONS

Rezoning Application - Residential	\$350.00
Rezoning Application - Commercial	\$450.00
Rezoning & Annexation Application - Residential	\$500.00
Rezoning & Annexation Application - Commercial	\$600.00
Variance Application - Residential	\$300.00
Variance Application - Commercial	\$350.00
Variance Application - Administrative	\$100.00
Special Use Application - Residential	\$350.00
Special Use Application - Commercial	\$400.00
Temporary Use / Tent Permit	\$150.00
Appeal of Zoning Decision	\$250.00
Plat Review Application	\$100.00
Zoning Verification Letter	\$50.00
Historic Preservation Certificate of Appropriateness	\$50.00

DEVELOPMENT APPLICATIONS

Development Review - Major Review With Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$1,000.00
Development Review - Major Review Without Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$1,250.00
Development Review - Major Review - Any Submittal After The 2nd Submittal	\$500.00
Development Review - Minor Review With Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$300.00
Development Review - Minor Review Without Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$500.00
Development Review Minor Review - Any Submittal After The 2nd Submittal	\$200.00
Land Disturbance Up To 1 Acre	\$250.00
Land Disturbance 1.1 - 5 Acres	\$450.00
Land Disturbance 5.1 - 10 Acres	\$500.00
Land Disturbance 10.1 - 30 Acres	\$550.00
Land Disturbance 30.1 Acres Or More	\$600.00
Erosion And Sediment Bond	\$3,000 Per Acre / Lot

SIGN PERMITS

Sign Review (Due At Time Of Submittal)	\$25.00
Building 0 - 55 Sq. Ft.	\$55.00
Building 56 - 110 Sq. Ft.	\$110.00
Building 111 - 165 Sq. Ft.	\$165.00
Building 166 - 220 Sq. Ft.	\$220.00
Freestanding 0 - 65 Sq. Ft.	\$65.00
Freestanding 66 - 130 Sq. Ft.	\$130.00
Freestanding 131 - 195 Sq. Ft.	\$195.00
Freestanding 196 - 300 Sq. Ft.	\$260.00
Billboard 0 - 200 Sq. Ft.	\$200.00
Billboard 201 - 400 Sq. Ft.	\$350.00
Billboard 401 - 672 Sq. Ft.	\$500.00
Changeable Copy	\$65.00
Temporary Banner	\$40.00
Instructional Sign	\$35.00

ALCOHOL LICENSING

Application Fee (Due At Time Of Submittal)	\$150.00
Manufacturer - Distillery, Brewery, Winery	\$5,000.00
Wholesale - Malt Beverages / Wine	\$100.00
Wholesale - Distilled Spirits	\$3,500.00
Brewpub - Beer Only	\$1,500.00
Eating Establishment (On Premise Consumption) - Malt Beverage	\$500.00
Eating Establishment (On Premises Consumption) - Wine	\$500.00
Eating Establishment (On Premise Consumption) - Distilled Spirit	\$5,000.00
Public Club & Bar (On Premise Consumption) - Malt Beverages	\$1,000.00
Public Club & Bar (On Premise Consumption) - Wine	\$1,000.00
Public Club & Bar (On Premise Consumption) - Distilled Spirit	\$5,000.00
Package - Malt Beverages & Wine	\$1,500.00

Retail Package - Distilled Spirits (Includes Malt Beverages & Wine)	\$5,000.00
Retail Package - Specialty Package Retailer (Malt Beverages & Wine)	\$1,500.00
Private Club & Fraternal Org. (On Premise Consumption) - Malt Beverage & Wine	\$350.00
Private Club & Fraternal Org. (On Premise Consumption) - Distilled Spirit	\$1,000.00
Alcohol Beverage Caterer - Malt Beverages & Wine	\$50.00
Alcohol Beverage Caterer - Distilled Spirits (Includes Malt Beverages & Wine)	\$100.00
Alcohol Beverage Event Permit - Maximum 3 Day:	\$25.00 (Per Day & Event)
Ancillary Tasting - Malt Beverages And/Or Wine	\$150.00

TAX AND LICENSING

Occupational Tax Certificate (Base Fee & Administrative Fee)	\$100.00
Full-time Employee	\$60.00 (Each)
Part-time Employee	\$30.00 (Each)
Professionals' Fee	\$400.00 (Each)
Zoning Compliance Certification Inspector	\$100.00
Insurance Premium Tax (Insurer)	\$75.00
Towing Firm (Regulatory License)	\$100.00
Retail Consumption Distilled Spirits Excise Tax	3% of Taxable Distilled Spirits

MEDIA PRODUCTION

Low Impact	\$100.00
High Impact	\$300.00
Daily Permit Fee	\$100.00
Expediting Fee	\$100.00
Drones & Cranes	\$50.00
Parking Space	\$10.00 / Day Per Parking Space
Application Amendments	\$50.00
Sanitation Bond	\$100.00
Parking Use Agreement (Lots Owned / Maintaned By City of Griffin)	\$300.00 / Day
Prep/Strike Location Agreement (Property Owned / Maintaned By City of Griffin)	\$500.00 / Day
Filming Location Agreement (Property Owned / Maintaned By City of Griffin)	\$1,000.00 / Day

ANIMAL CONTROL

Unaltered Animal Permit	\$25.00
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STANDALONE PERMITS & ADD ON FEES

Administrative Fee - Applied All Permits Unless Otherwise Noted (*)	\$50.00
Roof - Commercial	\$350.00
Roof - Residential	\$100.00
Siding Permit	\$100.00
Fence Permit	\$100.00
Retaining Wall	\$10 (per linear foot)
Demolition Or Removal Of A Structure	\$100.00
Trade Permit - Commerical (Stand Alone)	\$150.00
Trade Permit - Residential (Stand Alone)	\$100.00
Fire Supression / Sprinkler System/ Fire Alarm	See Fire Department Fees
Swimming Pool / Spa - Residential (Includes Plan Review)	\$250.00
Swimming Pool / Spa - Commercial/ Community (Includes Plan Review)	\$500.00
New Cell Tower	\$1,000.00
Cell Tower Modification	\$500.00
Temporary Construction / Sales Office	\$100.00
Other Required Permits (Deck, Outdoor Fireplace, Ramp, Etc.)	\$150.00
Special Event Permit	\$50.00
Work Begun Prior To Permitting	200% of Permit Fee
Permit Extension	\$50.00*
Re-inspection Fee	\$100.00*
Inspections Outside Of Normal Business Hours - MUST BE PAID IN ADVANCE	\$250.00 (hr)*
Additional Plan Review Required By Changes, Additions Or Revisions To Approved Plan:	\$150.00
Residential Certificate Of Occupancy Or Certificate Of Completior	\$50.00*
Commercial Certificate Of Occupancy Or Certificate Of Completior	\$100.00*

BUILDING PERMIT CALCULATION

TOTAL VALUATION	
RESIDENTIAL - MINOR RENOVATION (VALUE UP TO \$74,999.99)	
0-500 Sq. ft.	\$437.50
501-1000 Sq. ft.	\$531.25
1001-2000 Sq. ft.	\$625.00
2001 & UP Sq. ft.	\$718.75
COMMERCIAL - MINOR RENOVATION (VALUE UP TO \$74,999.99)	
0-500 Sq. ft.	\$750.00
501-1000 Sq. ft.	\$900.00
1001-2000 Sq. ft.	\$1,050.00
& UP Sq. ft.	\$1,200.00

NEW CONSTRUCTION	See Rate Table - Fee calculated based on square footage, occupancy group, and building type
EXTENSIVE RENOVATION (VALUED AT \$75,000 or MORE)	See Rate Table - Fee calculated based on square footage, occupancy group, and building type

*Unless otherwise stated, the total valuation will be calculated using the most recent **Building Valuation Data** as published in the Building Safety Journal by the ICC. A current copy is available upon request. *

(Consolidated Fee Schedule Continued)

BUILDING PERMIT FEE CALCULATION

New Construction	100% of Table Rate x Square Feet
Building Shell	80% of Table Rate x Square Feet
Renovation / Interior Remodel / Tenant Buildout (Value \$75,000 or more)	60% of Table Rate x Square Feet
	INITIAL PLAN REVIEW FEE (Applicable to New Construction/Building Shell/Value \$75,000 or more)
Single Family / Duplex Plan Review Fee	25% of Calculated Building Permit Fee
Multi Family / Commercial Plan Review Fee	50% of Calculated Building Permit Fee

Building Permit Fee Table Rate is determined by Occupancy Group and Building Type per the International Building Code (IBC). The City has final determination as to the applicable occupancy group and building type based on submitted plans and applicant's explanation of use. The building permit fee includes initial inspections and trades. The building permit fee does not include any applicable add-on fees, such as an administrative fee, reinspection fees, or additional plan review fees. Initial plan review fees must be calculated as provided above and added to the building permit fee calculation (i.e. total permit fee = building permit fee + initial plan review fee). The steps listed below provide more detail as to how new construction/extensive renovation building permit fees and plan review fees should be calculated.

STEP 1:	Use the IBC to determine the Occupancy Group. <i>Example: Single Family is R-3.</i>
STEP 2:	Use the IBC to determine the Building Type. <i>Example: Wood-frame is VB</i>
STEP 3:	Determine the applicable rate using the table below. <i>Example: For a NEW R-3, type VB structure, the rate is 100% of 1.09. For a RENOVATION of a R-3, type VB structure, the rate is 60% of 1.09 or .654.</i>
STEP 4:	Multiply total square footage to be built or renovated by the applicable rate identified in STEP 3. <i>Example: For NEW construction of a R-3 Type VB, 2000 SQFT Structure, the building fee is \$2180.00</i>
STEP 5:	Multiply the Building Fee from Step 4 by the applicable plan review fee rate. <i>Example: NEW R-3 Single Family VB plan review fee is 25% of the building permit fee. \$2,180 * 25% = \$545 Initial Plan Review Fee</i>
STEP 6:	Add the Building Fee from Step 4 to the Plan Review Fee from Step 5 to get the TOTAL Permit fee. <i>Example: \$2,180 (Building Fee) + \$545 (Initial Plan Review Fee) = \$2,725 (Total Permit Fee)</i>

BUILDING PERMIT FEE TABLE OF RATES

Occupancy Group per IBC	Building Type per International Building Code (IBC)									
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	
A-1, Assembly, theaters with or without stage	0.74	0.72	0.71	0.68	0.65	0.63	0.66	0.62	0.60	
A-2, Assembly night clubs	0.85	0.84	0.82	0.80	0.78	0.77	0.79	0.74	0.73	
A-2, Assembly, restaurants, bars, banquet halls	1.10	1.07	1.04	1.02	0.96	0.94	0.99	0.88	0.86	
A-3, Assembly, churches	0.78	0.76	0.75	0.72	0.70	0.68	0.71	0.67	0.65	
A-3, Assembly, general, community halls, libraries	0.56	0.54	0.53	0.50	0.47	0.46	0.49	0.47	0.43	
A-4, Assembly, arenas	0.46	0.45	0.44	0.42	0.39	0.38	0.41	0.39	0.35	
B Business	1.33	1.29	1.25	1.20	1.11	1.07	1.17	1.00	0.96	
E Educational	0.91	0.88	0.86	0.83	0.78	0.74	0.80	0.68	0.66	
F-1, Factory Industrial, moderate hazard	0.51	0.49	0.49	0.48	0.46	0.46	0.47	0.44	0.43	
F-2, Factory Industrial, low hazard	0.47	0.46	0.45	0.44	0.42	0.41	0.43	0.39	0.39	
H-1, High Hazard, explosives	0.67	0.65	0.63	0.61	0.57	0.55	0.59	0.49	NP	
H-2,3,4 High Hazard	0.66	0.64	0.62	0.60	0.56	0.54	0.58	0.48	0.44	
H-5, HPM	0.91	0.88	0.85	0.82	0.76	0.74	0.80	0.68	0.65	
I-1, Institutional, supervised environment	0.88	0.86	0.83	0.80	0.74	0.71	0.80	0.67	0.65	
I-2, Institutional, Hospitals	1.39	1.37	1.33	1.30	1.23	NP	1.27	1.16	NP	
I-2, Institutional, nursing homes	1.08	1.06	1.03	1.00	0.93	NP	0.97	0.85	NP	
I-3, Institutional, restrained	1.05	1.02	1.00	0.96	0.90	0.87	0.93	0.82	0.79	
I-4, Institutional, day cares	1.50	1.47	1.45	1.42	1.34	1.31	1.42	1.23	1.20	
M, Mercantile	1.42	1.37	1.31	1.26	1.17	1.12	1.21	1.03	0.99	
R-1, Residential, hotels	0.78	0.75	0.73	0.71	0.66	0.64	0.71	0.61	0.59	
R-2, Residential, multi-family	1.30	1.28	1.26	1.25	1.23	1.20	1.25	1.18	1.16	
R-3, Residential, 1 and 2 family	1.44	1.41	1.39	1.36	1.32	1.28	1.34	1.25	1.09	
R-4, Residential, assisted living	1.10	1.09	1.07	1.05	1.03	1.00	1.06	0.92	0.90	
S-1, Storage, moderate hazard	0.53	0.51	0.49	0.47	0.44	0.42	0.39	0.39	0.33	
S-2, Storage, low hazard	0.27	0.26	0.25	0.24	0.23	0.22	0.20	0.19	0.17	
U, Utility, miscellaneous	0.34	0.34	0.33	0.32	0.31	0.30	0.33	0.78	0.76	

*NP - Not Permitted**For large or special projects that warrant full-time on-site inspection personnel - a daily rate may apply.**Table to be adjusted annually based on CPI*

(Consolidated Fee Schedule Continued)

BUILDING PERMIT FEE CALCULATION

New Construction	100% of Table Rate x Square Feet
Building Shell	80% of Table Rate x Square Feet
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	INITIAL PLAN REVIEW FEE (Applicable to New Construction / Building Shell / Renovation / Value \$75,000 or more)
Single Family / Duplex Plan Review Fee	25% of Calculated Building Permit Fee
Multi Family / Commercial Plan Review Fee	50% of Calculated Building Permit Fee

Building Permit Fee Table Rate is determined by Occupancy Group and Building Type per the International Building Code (IBC). The City has final determination as to the applicable occupancy group and building type based on submitted plans and applicant's explanation of use. The building permit fee includes initial inspections and trades. The building permit fee does not include any applicable add-on fees, such as an administrative fee, reinspection fees, or additional plan review fees. Initial plan review fees must be calculated as provided above and added to the building permit fee calculation (i.e. total permit fee = building permit fee + initial plan review fee). The steps listed below provide more detail as to how new construction/extensive renovation building permit fees and plan review fees should be calculated.

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STEP 5:	Multiply the Building Fee from Step 4 by the applicable plan review fee rate. <i>Example: NEW R-3 Single Family VB plan review fee is 25% of the building permit fee. \$2,180 * 25% = \$545 Initial Plan Review Fee</i>
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A-2, Assembly night clubs	0.85	0.84	0.82	0.80	0.78	0.77	0.79	0.74	0.73	
A-2, Assembly, restaurants, bars, banquet halls	1.10	1.07	1.04	1.02	0.96	0.94	0.99	0.88	0.86	
A-3, Assembly, churches	0.78	0.76	0.75	0.72	0.70	0.68	0.71	0.67	0.65	
A-3, Assembly, general, community halls, libraries	0.56	0.54	0.53	0.50	0.47	0.46	0.49	0.47	0.43	
A-4, Assembly, arenas	0.46	0.45	0.44	0.42	0.39	0.38	0.41	0.39	0.35	
B Business	1.33	1.29	1.25	1.20	1.11	1.07	1.17	1.00	0.96	
E Educational	0.91	0.88	0.86	0.83	0.78	0.74	0.80	0.68	0.66	
F-1, Factory Industrial, moderate hazard	0.51	0.49	0.49	0.48	0.46	0.46	0.47	0.44	0.43	
F-2, Factory Industrial, low hazard	0.47	0.46	0.45	0.44	0.42	0.41	0.43	0.39	0.39	
H-1, High Hazard, explosives	0.67	0.65	0.63	0.61	0.57	0.55	0.59	0.49	NP	
H-2,3,4 High Hazard	0.66	0.64	0.62	0.60	0.56	0.54	0.58	0.48	0.44	
H-5, HPM	0.91	0.88	0.85	0.82	0.76	0.74	0.80	0.68	0.65	
I-1, Institutional, supervised environment	0.88	0.86	0.83	0.80	0.74	0.71	0.80	0.67	0.65	
I-2, Institutional, Hospitals	1.39	1.37	1.33	1.30	1.23	NP	1.27	1.16	NP	
I-2, Institutional, nursing homes	1.08	1.06	1.03	1.00	0.93	NP	0.97	0.85	NP	
I-3, Institutional, restrained	1.05	1.02	1.00	0.96	0.90	0.87	0.93	0.82	0.79	
I-4, Institutional, day cares	1.50	1.47	1.45	1.42	1.34	1.31	1.42	1.23	1.20	
M, Mercantile	1.42	1.37	1.31	1.26	1.17	1.12	1.21	1.03	0.99	
R-1, Residential, hotels	0.78	0.75	0.73	0.71	0.66	0.64	0.71	0.61	0.59	
R-2, Residential, multi-family	1.30	1.28	1.26	1.25	1.23	1.20	1.25	1.18	1.16	
R-3, Residential, 1 and 2 family	1.44	1.41	1.39	1.36	1.32	1.28	1.34	1.25	1.09	
R-4, Residential, assisted living	1.10	1.09	1.07	1.05	1.03	1.00	1.06	0.92	0.90	
S-1, Storage, moderate hazard	0.53	0.51	0.49	0.47	0.44	0.42	0.39	0.39	0.33	
S-2, Storage, low hazard	0.27	0.26	0.25	0.24	0.23	0.22	0.20	0.19	0.17	
U, Utility, miscellaneous	0.34	0.34	0.33	0.32	0.31	0.30	0.33	0.78	0.76	

NP - Not Permitted

For large or special projects that warrant full-time on-site inspection personnel - a daily rate may apply.

Table to be adjusted annually based on CPI

Consolidated Fee Schedule
Effective 9/23/2025

Water and Wastewater	
Water Fees	
3/4" Tap and Meter Set	\$2,830.00
1" Tap and Meter Set	\$3,480.00
3/4" Meter Set Installation	\$700.00
1" Meter Set Installation	\$760.00
Hydrant Meter Rental (\$100 non-refundable)	\$1,000.00
Hydrant Hose Rental 50ft (Daily)	\$5.00
Meter Test Fee	\$50.00
Water Capital Cost Recovery Fee-3/4" Residential	\$1,800.00
Water Capital Cost Recovery Fee-1" Residential	\$4,500.00
Sewer Fees	
6" Tap and Cleanout Kit	\$2,325.00
Capital Cost Recovery Fee	\$3,500.00
6" Sewer Cleanout Kit	\$420.00
Water Connection Fee	\$40.00
Water Reconnect Fee	\$75.00
Public Works	
Golf Course Fees	
Senior Week Day (Tuesday - Thursday) - 9 holes (with cart)	\$20.00
Senior Week Day (Tuesday - Thursday) - 18 Holes (with cart)	\$28.00
Senior Weekend/Holiday - 9 holes (with cart)	\$26.00
Senior Weekend/Holiday - 18 holes (with cart)	\$34.00
Regular Weekday (Tuesday - Thursday) - 9 holes (with cart)	\$25.00
Regular Weekday (Tuesday - Thursday) - 18 holes (with cart)	\$32.00
Regular Weekend/Holiday - 9 holes (with cart)	\$29.00
Regular Weekend /Holiday - 18 holes (with cart)	\$38.00
Every Monday 18 holes Special Rate (All Ages)	\$25.00
Memberships (Include Unlimited Green Fees)	
Family	\$900.00
Singles	\$550.00
18 Hole Cart Rider/Replay Fee	\$15.00
9 Hole Cart Rider/Replay Fee	\$12.00
Member Replay	\$10.00
Handicap Fee - Adult	\$45.00
Handicap Fee - Junior	\$25.00
Club Set Rental	\$20.00
Pull Cart Rental	\$8.00
Military/First Responder Weekday (Tuesday - Thursday) - 9 holes (with cart)	\$20.00
Military/First Responder Weekend - 9 holes (with cart)	\$26.00
Military/First Responder Weekday (Tuesday - Thursday) - 18 holes (with cart)	\$28.00
Military/First Responder Weekend - 18 holes (with cart)	\$34.00
City Employee Cart Fee 9 holes	\$12.00
City Employee Cart Fee 18 holes	\$15.00
Junior Weekday (Tuesday-Thursday) (13-15 years old) - 9 holes	\$8.00
Junior Weekday (Tuesday-Thursday) (13-15 years old) - 18 holes	\$15.00
Junior Weekend/Holiday (13-15 years old) - 9 Holes	\$10.00
Junior Weekend/Holiday (13-15 years old) - 18 holes	\$18.00
9 Hole - League Rate	\$20.00
18 Hole - League Rate	\$25.00
18 Hole - Tournament Rate (Monday - Thursday)	\$29.00
18 Hole - Tournament Rate (Friday - Sunday)	\$34.00
18 Hole - Tournament Rate (Holiday)	\$36.00
18 Hole - City Hosted Tournament Rate (Monday - Thursday) per person / per day	\$28.00
18 Hole - City Hosted Tournament Rate (Friday - Sunday) per person / per day	\$31.00
1e - City Hosted Tournament Rate (Holiday) per person / per day	\$33.00

Spectator Cart Fee	\$25.00
School Team Qualifier Match	\$200.00
School Team Rate (10 - 20 players)	\$350.00
Customer Service Fees	
Customer Service Fee	\$3.50
Credit Check Fee	\$5.00
After Hours Fee - Remote Electric Meters	\$25.00
After Hours Fee - Non-Remote Electric Meters / Water Meters	\$50.00
After Hours Fee - Bucket Truck Trip <i>(for services that had to be cut loose)</i>	\$100.00
Connect Fee - Remote Electric Meters	\$25.00
Connect Fee - Non- Remote Electric Meters / Water Meters	\$50.00
Connect Fee - Services Cut Loose <i>(Bucket Truck Trip)</i>	\$75.00
Reconnect Fee - Remote Electric Meters	\$55.00
Reconnect Fee - Non-Remote Electric Meters / Water Meters	\$75.00
Reconnect Fee - Services that required to be cut loose <i>(Bucket Truck Trip)</i>	\$100.00
Water Left Off Fee <i>(first water left off trip is at no charge - any additional trip is billed WLO fee)</i>	\$50.00
Return Check Fee	\$35.00
Residential Utility Service Deposit	\$300.00
Commercial Electric Deposit <i>(calculated as defined in Customer Service policy - minimum fee shall be \$500)</i>	\$500.00
Spalding County Water (with possible sewer) Deposit	\$125.00
Commercial Water Only Deposit	\$175.00
Cut Lock Fee	\$75.00
*For residential customers only: No deposit fee required with approved credit. A \$5.00 credit check fee will be added to customer's first statement.	
Solid Waste Fees	
Landfill Gate Non-City Resident Minimum	\$35.00
Transfer Station Tipping Fee Non-City Resident Minimum	\$35.00
Commercial Collections	
20 cu yard per haul flat rate	\$350.00
30 cu yd per haul flat rate	\$400.00
40 cu yard per haul flat rate	\$450.00
Central Business District Tier 1	\$22.71
Central Business District Tier 2	\$33.68
Central Business District Tier 3	\$45.00
Approved Hauler Fee	\$150.00
Solid Waste Container Fee	\$60.00
Oak Hill Cemetery Fees	
Permit Fees	
Interment Fee	\$150.00
Monument Fees	\$150.00
Traditional Burials	
City Residents	\$1,350.00
Non-City Resident	\$1,550.00
Children	\$800.00
Weekend / Holiday + \$300.00	
After 3:30 + \$300.00	
Cemetery Lot - Per Space/Pre Need Sales	
City Residents	\$1,000.00
Non-City Residents	\$1,400.00
Infant / Half Space - City Resident	\$550.00
Infant / Half Space - Non-City Resident	\$750.00
ALL AT NEED SALES	Additional \$200.00
Cremation Interment (Traditional Burial)	
City Residents	\$845.00
Funerals after 3:30 p.m. M-F	Additional \$300.00
Weekends and Holidays	Additional \$300.00
Non-City Residents	\$945.00
Columbarium	
Open/Closing	\$300.00
City Resident - 1 Niche	\$1,350.00
Non-City Resident	\$1,650.00
Family Columbarium (Individual Units)	
Family (No Vase)	\$3,700.00
Family with Vase	\$3,950.00
Family with Vase	\$5,400.00

Non-City Residents	Additional \$200.00
Mausoleum Interment	
City Residents	\$550.00
Non-City Residents	\$750.00
Additional Fees	
After 3:30 p.m., M-F	\$300.00
Oversized Vault	\$150.00
Wall, coping and step inspection fee - Old Oak Hill	\$250.00
ALL AT NEED SALES	\$200.00
Weekends and Holidays	Additional \$300.00
Veterans Cemetery	
Single	\$1,350.00
Double Depth	\$1,550.00
Veterans Brick	\$75.00
Deed/Lot Transfer	\$40.00
Electric Fees	
Temporary Service Fee	\$75.00
Engineering Fee	\$60.00 per hour
Underground Primary	\$8.00/Ft/Phase
Underground 1000MCM	\$12.00/Ft/Phase
Underground Secondary	\$6.00/Ft/Phase
Minimum Charge	\$250.00
Underground Subdivision Infrastructure	\$1750.00/lot
Wood Pole Installation Fee	Cost of material
Surge Protector Monthly	\$5.95
Non-Metered Camera *MUST BE APPROVED BY ELECTRIC TECHNICAL SERVICES DIVISION	\$15.00 per camera
Non-Metered Traffic Signal	\$25.00 per signal
Decorative Pole Installation	Cost of Pole
Single Phase Pole	\$1,892.00
Single Phase Pole with Pull-off	\$3,179.00
Single Phase Pole with Transformer	\$3,333.00
Single Phase Dip Pole	\$3,487.00
Multi-Phase Pole	\$4,147.00
Multi-Phase Pole with Transformer	\$6,050.00
Multi-Phase Pole with 3-Phase Dip	\$6,930.00
Multi-Phase Pole with Pull-off	\$9,790.00
Electric Meter Test Fee	\$50.00
Equipment fee / FEMA hourly rate + Man Hours	
Utility Accomodation Policy and Issuance of Permits for Right-of-Way Occupancy	
Construction Permit up to five (5) wireless facilities	\$500.00
Each additional facility	\$100.00
Recurring Annual Fee for ROW occupancy	\$250.00
Open Records Request Fees	
Per page copied BW 8 1/2 X 11 or 8 1/2 X 14	\$0.10
Per page copied Color 8 1/2 X 11 or 8 1/2 X 14	\$0.25
Per page copied 11 X 17 BW	\$0.75
Per page copied 11 X 17 Color	\$0.75
Data Storage - Flash drive	\$8.00
Disk	\$1.00
Mailing costs	To be determined
Labor costs	To be determined
Police Department Fees	
Incident Report	\$2.00
Accident Report	\$5.00
Start Permit (Annual)	\$15.00
Ground Computer Check	\$20.00
Ord Restriction Request	\$25.00

Fire Department Fees		
Existing Business Inspections		
Initial Annual Inspection		No charge
First follow-up inspection		\$50.00
Second follow-up inspection		\$100.00
Third follow-up inspections		\$150.00
Fire Suppression/Sprinkler Plans Review		\$150.00
New Business Inspection		\$50.00
Special Event Inspection		\$50.00
Commercial Hood Plans Review/Inspection		\$100.00
Site Plan Review and Inspection		\$100.00
Change of Occupancy		\$100.00
Blasting Permit		\$100.00
Install/Removal of Underground Fuel tanks		\$100.00
Fireworks Permit		\$100.00
After Hours Inspection		\$150.00 Per hour
New Construction Inspections		
80%, 100% and first follow-up		No charge
Second follow-up inspection		\$100.00
Airport		
Transient Overnight Parking		\$10.00 per night
* First night is waived if they purchase fuel.		
Information Technology		
Callout for issues		\$65.00 Trip fee and \$50.00 Per hour
Early Termination Fee for Small Businesses, Government and Industrial		50% of remaining service order
GIS		
Digital Data Categories - Electric, Landbase, Public Works, Sewer, Stormwater, Water, Orthos		\$10 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Digital Data Categories - Facilities, Hydrology, Zones & Overlays		\$5 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Printed Maps 1-5 Pages Size 8 1/2" x 11"		Free
Printed Maps Size 8 1/2" x 11" - Each Additional Page		\$0.25
Printed Maps 1-5 Pages Size 11" x 17"		Free
Printed Maps Size 11" x 17" - Each Additional Page		\$0.50
Printed Maps 1-5 Pages Size 17" up to 36"		\$10 Per Page
Printed Maps Size 17" up to 36" - Each Additional Page		\$5 Per Page
Large Format Scans 1-5 Pages		\$10 Per Page
Large Format Scans - Each Additional Page		\$2 Per Page
Scanned Files Copied to CD / Flash Drive		\$10.00
Scanned Files Emailed / Copied to Own Drive		Free
Court		
Dispositions		\$5.00
Main Street		
Go Cups (Participating businesses receive 2 sleeves/month for 2nd Saturdays, free of charge)	Additional sleeve 50 cups per sleeve	\$20.00
Planning and Development		
ZONING APPLICATIONS		
Rezoning Application - Residential		\$350.00
Rezoning Application - Commercial		\$450.00
Rezoning & Annexation Application - Residential		\$500.00
Rezoning & Annexation Application - Commercial		\$600.00
Variance Application - Residential		\$300.00
Variance Application - Commercial		\$350.00
Variance Application - Administrative		\$100.00
Special Use Application - Residential		\$350.00
Special Use Application - Commercial		\$400.00
Temporary Use / Tent Permit		\$150.00
Appeal of Zoning Decision		\$250.00
Plat Review Application		\$100.00
Zoning Verification Letter		\$50.00
Historic Preservation Certificate of Appropriateness		\$50.00
DEVELOPMENT APPLICATIONS		
Development Review - Major Review With Pre-submittal Meeting (2nd Submittal Included In This Fee)		\$1,000.00
Development Review - Major Review Without Pre-submittal Meeting (2nd Submittal Included In This Fee)		\$1,250.00

Development Review - Major Review - Any Submittal After The 2nd Submittal	\$500.00
Development Review - Minor Review With Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$300.00
Development Review - Minor Review Without Pre-submittal Meeting (2nd Submittal Included In This Fee)	\$500.00
Development Review Minor Review - Any Submittal After The 2nd Submittal	\$200.00
Land Disturbance Up To 1 Acre	\$250.00
Land Disturbance 1.1 - 5 Acres	\$450.00
Land Disturbance 5.1 - 10 Acres	\$500.00
Land Disturbance 10.1 - 30 Acres	\$550.00
Land Disturbance 30.1 Acres Or More	\$600.00
Erosion And Sediment Bond	\$3,000 Per Acre / Lot

SIGN PERMITS

Sign Review (Due At Time Of Submittal)	\$25.00
Building 0 - 55 Sq. Ft.	\$55.00
Building 56 - 110 Sq. Ft.	\$110.00
Building 111 - 165 Sq. Ft.	\$165.00
Building 166 - 220 Sq. Ft.	\$220.00
Freestanding 0 - 65 Sq. Ft.	\$65.00
Freestanding 66 - 130 Sq. Ft.	\$130.00
Freestanding 131 - 195 Sq. Ft.	\$195.00
Freestanding 196 - 300 Sq. Ft.	\$260.00
Billboard 0 - 200 Sq. Ft.	\$200.00
Billboard 201 - 400 Sq. Ft.	\$350.00
Billboard 401 - 672 Sq. Ft.	\$500.00
Changeable Copy	\$65.00
Temporary Banner	\$40.00
Instructional Sign	\$35.00

ALCOHOL LICENSING

Application Fee (Due At Time Of Submittal)	\$150.00
Manufacturer - Distillery, Brewery, Winery	\$5,000.00
Wholesale - Malt Beverages / Wine	\$100.00
Wholesale - Distilled Spirits	\$3,500.00
Brewpub - Beer Only	\$1,500.00
Eating Establishment (On Premise Consumption) - Malt Beverages	\$500.00
Eating Establishment (On Premises Consumption) - Wine	\$500.00
Eating Establishment (On Premise Consumption) - Distilled Spirits	\$5,000.00
Public Club & Bar (On Premise Consumption) - Malt Beverages	\$1,000.00
Public Club & Bar (On Premise Consumption) - Wine	\$1,000.00
Public Club & Bar (On Premise Consumption) - Distilled Spirits	\$5,000.00
Retail Package - Malt Beverages & Wine	\$1,500.00
Retail Package - Distilled Spirits (Includes Malt Beverages & Wine)	\$5,000.00
Retail Package - Specialty Package Retailer (Malt Beverages & Wine)	\$1,500.00
Private Club & Fraternal Org. (On Premise Consumption) - Malt Beverage & Wine	\$350.00
Private Club & Fraternal Org. (On Premise Consumption) - Distilled Spirits	\$1,000.00
Alcohol Beverage Caterer - Malt Beverages & Wine	\$50.00
Alcohol Beverage Caterer - Distilled Spirits (Includes Malt Beverages & Wine)	\$100.00
Alcohol Beverage Event Permit - Maximum 3 Days	\$25.00 (Per Day & Event)
Ancillary Tasting - Malt Beverages And/Or Wine	\$150.00

TAX AND LICENSING

Occupational Tax Certificate (Base Fee & Administrative Fee)	\$100.00
Full-time Employee	\$60.00 (Each)
Part-time Employee	\$30.00 (Each)
Professionals' Fee	\$400.00 (Each)
Zoning Compliance Certification Inspection	\$100.00
Insurance Premium Tax (Insurer)	\$75.00
Towing Firm (Regulatory License)	\$100.00
Retail Consumption Distilled Spirits Excise Tax	3% of Taxable Distilled Spirits

MEDIA PRODUCTION

Low Impact	\$100.00
High Impact	\$300.00
Daily Permit Fee	\$100.00
Expediting Fee	\$100.00
Drones & Cranes	\$50.00
Parking Space	\$10.00 / Day Per Parking Space
Application Amendments	\$50.00
Sanitation Bond	\$100.00
Parking Use Agreement (Lots Owned / Maintaned By City of Griffin)	\$300.00 / Day
Prep/Strike Location Agreement (Property Owned / Maintaned By City of Griffin)	\$500.00 / Day
Filming Location Agreement (Property Owned / Maintaned By City of Griffin)	\$1,000.00 / Day

ANIMAL CONTROL

Unaltered Animal Permit	\$25.00
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STANDALONE PERMITS & ADD ON FEES

Administrative Fee - Applied All Permits Unless Otherwise Noted (*)	\$50.00
Roof - Commercial	\$350.00
Roof - Residential	\$100.00
Permit	\$100.00
Permit	\$100.00

Retaining Wall	\$10 (per linear foot)
Demolition Or Removal Of A Structure	\$100.00
Trade Permit - Commerical (Stand Alone)	\$150.00
Trade Permit - Residential (Stand Alone)	\$100.00
Fire Supression / Sprinkler System/ Fire Alarm	See Fire Department Fees
Swimming Pool / Spa - Residential (Includes Plan Review)	\$250.00
Swimming Pool / Spa - Commercial/ Community (Includes Plan Review)	\$500.00
New Cell Tower	\$1,000.00
Cell Tower Modification	\$500.00
Temporary Construction / Sales Office	\$100.00
Other Required Permits (Deck, Outdoor Fireplace, Ramp, Etc.)	\$150.00
Special Event Permit	\$50.00
Work Begun Prior To Permitting	200% of Permit Fee
Permit Extension	\$50.00*
Re-inspection Fee	\$100.00*
Inspections Outside Of Normal Business Hours - MUST BE PAID IN ADVANCE	\$250.00 (hr)*
Additional Plan Review Required By Changes, Additions Or Revisions To Approved Plans	\$150.00
Residential Certificate Of Occupancy Or Certificate Of Completion	\$50.00*
Commercial Certificate Of Occupancy Or Certificate Of Completion	\$100.00*

BUILDING PERMIT CALCULATION

TOTAL VALUATION	
RESIDENTIAL - MINOR RENOVATION (VALUE UP TO \$74,999.99)	
0-500 Sq. ft.	\$437.50
501-1000 Sq. ft.	\$531.25
1001-2000 Sq. ft.	\$625.00
2001 & UP Sq. ft.	\$718.75
COMMERCIAL - MINOR RENOVATION (VALUE UP TO \$74,999.99)	
0-500 Sq. ft.	\$750.00
501-1000 Sq. ft.	\$900.00
1001-2000 Sq. ft.	\$1,050.00
2001 & UP Sq. ft.	\$1,200.00
NEW CONTRUCTION	See Rate Table - Fee calculated based on square footage, occupancy group, and building type
EXTENSIVE RENOVATION (VALUED AT \$75,000 or MORE)	See Rate Table - Fee calculated based on square footage, occupancy group, and building type

*Unless otherwise stated, the total valuation will be calculated using the most recent **Building Valuation Data** as published in the **Building Safety Journal** by the ICC. A current copy is available upon request. *

(Consolidated Fee Schedule Continued)

BUILDING PERMIT FEE CALCULATION

New Construction	100% of Table Rate x Square Feet
Building Shell	80% of Table Rate x Square Feet
Renovation / Interior Remodel / Tenant Buildout (Value \$75,000 or more)	60% of Table Rate x Square Feet

Table Rate is determined by Occupancy Group and Building Type per the International Building Code (IBC). The City has final determination as to the applicable occupancy group and building type based on submitted plans and applicant's explanation of use. This building permit fee includes initial inspections, plan review, and trades, but it does not include any applicable add-on fees such as an administrative fee, reinspection fees, or additional plan review fees. The steps listed below provide more detail as to how new construction/extensive renovation building permit fees should be calculated.

STEP 1:	Use the IBC to determine the Occupancy Group. Example: Single Family is R-3.
STEP 2:	Use the IBC to determine the Building Type. Example: Wood-frame is VB
STEP 3:	Determine the applicable rate using the table below. Example: For a NEW R-3, type VB structure, the rate is 100% of 1.09. For a RENOVATION of a R-3, type VB structure, the rate is 60% of 1.09 or .654.
STEP 4:	Multiply total square footage to be built or renovated by the applicable rate identified in STEP 3. Example: For NEW construction of a R-3 Type VB, 2000 SQFT Structure, the building fee is \$2180.00

BUILDING PERMIT FEE TABLE OF RATES

Occupancy Group per IBC	Building Type per International Building Code (IBC)								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1, Assembly, theaters with or without stage	0.74	0.72	0.71	0.68	0.65	0.63	0.66	0.62	0.60
A-2, Assembly night clubs	0.85	0.84	0.82	0.80	0.78	0.77	0.79	0.74	0.73
A-2, Assembly, restaurants, bars, banquet halls	1.10	1.07	1.04	1.02	0.96	0.94	0.99	0.88	0.86
A-3, Assembly, churches	0.78	0.76	0.75	0.72	0.70	0.68	0.71	0.67	0.65
A-3, Assembly, general, community halls, libraries	0.56	0.54	0.53	0.50	0.47	0.46	0.49	0.47	0.43
A-4, Assembly, arenas	0.46	0.45	0.44	0.42	0.39	0.38	0.41	0.39	0.35
B Business	1.33	1.29	1.25	1.20	1.11	1.07	1.17	1.00	0.96
E Educational	0.91	0.88	0.86	0.83	0.78	0.74	0.80	0.68	0.66
F-1, Factory Industrial, moderate hazard	0.51	0.49	0.49	0.48	0.46	0.46	0.47	0.44	0.43
F-2, Factory Industrial, low hazard	0.47	0.46	0.45	0.44	0.42	0.41	0.43	0.39	0.39
H-1, High Hazard, explosives	0.67	0.65	0.63	0.61	0.57	0.55	0.59	0.49	NP
H-2,3,4 High Hazard	0.66	0.64	0.62	0.60	0.56	0.54	0.58	0.48	0.44
H-5, HPM	0.91	0.88	0.85	0.82	0.76	0.74	0.80	0.68	0.65
I-1, Institutional, supervised environment	0.88	0.86	0.83	0.80	0.74	0.71	0.80	0.67	0.65
I-2, Institutional, Hospitals	1.39	1.37	1.33	1.30	1.23	NP	1.27	1.16	NP
I-2, Institutional, nursing homes	1.08	1.06	1.03	1.00	0.93	NP	0.97	0.85	NP
I-3, Institutional, restrained	1.05	1.02	1.00	0.96	0.90	0.87	0.93	0.82	0.79
I-4, Institutional, day cares	1.50	1.47	1.45	1.42	1.34	1.31	1.42	1.23	1.20
M, Mercantile	1.42	1.37	1.31	1.26	1.17	1.12	1.21	1.03	0.99
R-1, Residential, hotels	0.78	0.75	0.73	0.71	0.66	0.64	0.71	0.61	0.59
R-2, Residential, multi-family	1.30	1.28	1.26	1.25	1.23	1.20	1.25	1.18	1.16
R-3, Residential, 1 and 2 family	1.44	1.41	1.39	1.36	1.32	1.28	1.34	1.25	1.09
R-4, Residential, assisted living	1.10	1.09	1.07	1.05	1.03	1.00	1.06	0.92	0.90
S-1, Storage, moderate hazard	0.53	0.51	0.49	0.47	0.44	0.42	0.39	0.39	0.33
S-2, Storage, low hazard	0.27	0.26	0.25	0.24	0.23	0.22	0.20	0.19	0.17
U, Utility, miscellaneous	0.34	0.34	0.33	0.32	0.31	0.30	0.33	0.78	0.76

NP - Not Permitted

For large or special projects that warrant full-time on-site inspection personnel - a daily rate may apply.

Table to be adjusted annually based on CPI

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint an At-Large Member to the Griffin-Spalding Area Transportation Committee for an annual term to expire 12/31/26.

SPECIAL CONSIDERATIONS OR CONCERNS:

This annual appointment is for a one-year term of a City At-Large Member.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[GS Area Trans Comm.pdf](#)

[Nom Tinsley GSATC.pdf](#)

**A RESOLUTION RELATIVE TO THE ORGANIZATION OF,
AND THE PROCEDURES FOR, THE DISPOSITION OF BUSINESS
DURING THE MEETINGS OF THE
GRIFFIN-SPALDING AREA TRANSPORTATION COMMITTEE**

WHEREAS, well-organized meetings allow a Griffin-Spalding Area Transportation Committee to reach decisions in a fair and efficient manner, and,

WHEREAS, parliamentary procedure is the framework for organizing and conducting meetings; and,

WHEREAS, a parliamentary procedure provides the rules by which a board debates an issue and then comes to a decision.

NOW, THEREFORE, BE IT RESOLVED that all meetings of the Griffin-Spalding Area Transportation Committee shall be conducted in accordance with the provisions of this Resolution relative to organization of its meetings and procedures for the disposition of its business during those meetings.

ARTICLE 1. MEETINGS ORGANIZATION

Section 1-01. Open Meetings. All meetings of the Griffin-Spalding Area Transportation Committee shall be held in accordance with the provisions of Open and Public Meetings Law, 50-14-1 et seq. of the Official Code of Georgia Annotated (O.C.G.A.).

Section 1-02. Public Access to Meetings. The public shall at all times be afforded access to all meetings other than closed meetings.

Section 1-03. Quorum. A quorum must be present for conducting meetings of the board. A quorum is a majority of all of the members of the board then in office. It is the duty of the chairman to enforce this rule. Any committee member may raise a point of order directed to the chairman if he believes that a quorum is not present. If, during the course of a meeting, a committee member leaves and a quorum no longer exists, the meeting cannot continue. If a quorum is not attained within thirty minutes, the meeting will be rescheduled by the chairman with the approval of the committee members present.

Section 1-04. Voting Majority. Motions may be made for any item on the agenda, except those items which are raised during the "Report of Committee Members" Section of the agenda. Passage of a motion shall require the affirmative vote of a majority of committee members present and voting at a meeting at which a quorum is present. Unless otherwise specified in these procedures, a majority shall mean more than ½ of the committee members present. Where

a 2/3-majority vote is specified, a majority vote shall mean at least 2/3 of the committee members present.

Section 1-05. Abstentions. A committee member shall vote on all motions unless he has a conflict of interest that would prevent him from making a decision in a fair and legal manner. If a conflict of interest does exist, the committee member shall explain for the record his decision to abstain on any vote.

Section 1-06. Chairman. The committee shall select a chairman from the board members at the beginning of each state calendar year beginning January 2006. The chairman of the Griffin-Spalding Area Transportation Committee is responsible for the orderly conduct of the meeting. In order to fulfill this duty, the chairman must enforce the rules of procedure that are adopted by the Griffin-Spalding Area Transportation Committee. The chairman shall be impartial and conduct the meetings in a fair manner; however, nothing in these rules shall be construed to prevent the chairman from making or seconding a motion, or from participating in any debate. The chairman is eligible to serve successive terms as chairman.

Section 1-07. Vice Chairman. The committee shall select a vice chairman from the board members at the beginning of each state calendar year beginning January 2006. The vice chairman shall fulfill the duties of the chairman if the chairman is not in attendance. The vice chairman is eligible to serve successive terms as vice chairman.

If the chairman and the vice chairman are absent and a quorum is present, the remaining committee members shall select a committee member to serve as temporary chairman of the meeting until either the chairman or vice chairman is present at the meeting.

Section 1-08. Membership. Membership of the Griffin-Spalding Area Transportation Committee shall be fixed as previously agreed to by the Board of Commissioners for the City of Griffin and the County of Spalding. Membership shall be constituted as follows: Two commissioners selected among the City of Griffin Board of Commissioners; two commissioners selected among the Spalding County Board of Commissioners; two general appointments made by the City of Griffin Board of Commissioners; two general appointments made by the Spalding County Board of Commissioners; the City Manager of Griffin; the County Manager of Spalding County; one department head or other appointed official representing the City of Griffin; one department head or other appointed official representing the County of Spalding; the Executive Director of the Griffin-Spalding Chamber of Commerce; the Executive Director of the Griffin-Spalding Development Authority; and an official designated by the Griffin-Spalding School System.

Furthermore, the Executive Director of the McIntosh Trail Regional Development Center; two representatives selected among the City of Griffin's fire service and law enforcement personnel; two representatives selected among Spalding County's fire service and law enforcement personnel; and one or more representatives as designated by the Georgia Department of Transportation shall serve as ex-officio members.

Members shall be appointed for an entire term of service, which shall be one year, except when an interim appointment is made to fill a vacancy created by the death, resignation or discharge of a committee member. The original appointing authority shall make interim appointments. In the event an interim appointment is made, the new member's term shall be for the balance of the unexpired term of the vacating member.

The membership shall elect among itself a committee secretary by majority vote at the beginning of each state calendar year, beginning January 2006. The committee secretary shall act as the custodian of files, documents, and pertinent records held by the Griffin-Spalding Area Transportation Committee. The committee secretary shall also direct the preparation of all required notices, agendas and meeting minutes associated with the proceedings of the Committee, subject to direction by the chairman and committee membership. The committee secretary shall be eligible to serve successive terms.

Section 1-08-01. Attendance. Any member with three consecutive unexcused absences may be replaced (all inclusive, regardless of position).

Section 1-08-02. Alternates. Should the person designated by the original resolution not be able to serve, he or she shall be allowed to appoint an approved, permanent alternate.

Section 1-09. Agenda. The committee secretary, with the advice of the chairman and the committee members, shall prepare an agenda of subjects to be acted on for each meeting. The agenda shall be made available to the committee members at least one business day before every board meeting.

Any request to be placed on the agenda for any regular meeting, including supporting documentation, must be received by the committee secretary on or before 5:00 p.m. on the tenth business day that precedes the regular meeting.

The order of the agenda may be changed during a meeting by a majority vote of the board. A new subject that requires urgent attention may be added to the agenda during a meeting by a 2/3-majority vote of the board.

Section 1-10. Reserved.

Section 1-11. Adoption of Minutes. The secretary to the committee shall promptly record the minutes for each board meeting. The minutes serve as the official written record of the board meeting and shall be open for public inspection once approved as official by the board but in no case later than immediately following the next regular meeting of the board. The minutes shall specify the names of committee members present at the meeting, a description of each motion or other proposal made at the meeting, the committee member who proposed each motion, the committee member who seconded each motion, and a record of all votes. In the case of a roll-call vote, the name of each committee member voting for or against a proposal shall be recorded. It shall be presumed that a committee member has voted in the affirmative unless the minutes

show otherwise. More detailed information may be included in the minutes at the request of the board.

The board must approve the minutes before they can be considered as an official record of the board. A copy of the minutes from the previous meeting shall be distributed to the committee members at least one business day before the following meeting. The minutes of the previous meeting shall be corrected and approved by the board at the beginning of each meeting. A majority vote is required for approval. Conflicts about the content of the minutes shall be decided by majority vote. Upon being approved, the minutes shall be signed by the chairman and attested to by the secretary of the Griffin-Spalding Area Transportation Committee.

Section 1-12. Order of Business. All regular board meetings should follow an established order of business. The order is as follows:

- I. Opening (Call to Order)*
- II. Presentations, Proclamations and Recognitions*
- III. Public Comments*
- IV. Adoption of Minutes*
- V. Old Business*
- VI. New Business*
- VII. Report of Chairman*
- VIII. Report of Committee Members*
- IX. Adjournment*

Section 1-13. Decorum. All committee members should conduct themselves in a professional and courteous manner. All remarks should be directed to the chairman rather than to individual committee members, staff or citizens in attendance. Personal remarks are inappropriate.

A committee member should not speak at a meeting until the chairman has recognized him. All comments made by a committee member shall address the motion or item being discussed.

The chairman shall enforce these rules of decorum. If a committee member believes that a rule has been broken, he can raise a point of order. A second is not required. The chairman can rule on the question or he can allow the board to debate the issue and decide the issue by a majority vote.

Section 1-14. Public Participation. Public participation in meetings of the Griffin-Spalding Area Transportation Committee shall be permitted in accordance with the provisions of this section.

1-14-01. Reserved.

1-14-02. Public Comments. The third agenda item shall be reserved for comments from citizens who did not ask to be placed on the agenda. These individuals will be

allotted five (5) minutes to make their comments relative to matters pertinent to the jurisdiction of the Griffin-Spalding Area Transportation Committee.

Prior to the recognition of any citizen for comments related to the citizen comment or public comment section of the agenda, the chairman shall read the following statement:

“Let me welcome those of you in the audience who have taken the time to attend our meeting. At this time, I will recognize those citizens who have asked to be placed on the agenda and subsequently any member of the public who desires to address the board. After those citizens who have been placed on the agenda have completed their comments, I will open the floor to comments from the audience, beginning on my right. If you wish to address the board, please raise your hand to be recognized, come to the podium, state your name and address for the record. All speakers who are recognized will be allotted five (5) minutes. No speaker will be permitted to speak more than five (5) minutes or more than once, unless the board votes to suspend the rules.

We look forward to your comments and in no way mean to diminish anyone’s right to speak freely, to advise us about an issue of community interest, to let us know how you feel about a matter that is under consideration, or to request that we address some problem that you have experienced with a department or agency under our control. However, we do ask that you make your comments as brief as possible and confine your comments to matters pertinent to our jurisdiction.

Please direct your remarks to the board and not to individual committee members or to the audience. Personal disagreements with individual committee members are not a matter of public concern, and personal attacks will not be tolerated. Consequently, the chairman has the right to limit your comments in the interest of disposing of the Committee’s business in an efficient and respectable manner.”

Section 1-14-03. Public Participation on Agenda Items. By a majority vote, the board may allow public comment on an agenda item at the time the item is being considered by the board. These comments must be limited to the subject that is being debated. Members of the public may speak for five (5) minutes and may only speak once. These limits can be waived by a majority vote of the board. Anyone wishing to speak at any board meeting must be recognized by the chairman before addressing the board.

Section 1-14-04. Decorum. Members of the public shall not make inappropriate or offensive comments at a board meeting and are expected to comply with the rules of decorum that are established for committee members. Individuals who violate any rules of the board may be ruled out of order by the chairman or on a point of order made by a committee member. A majority vote of the board will rule on the point of order. An

individual who violates the rules of decorum may be removed from the meeting at the direction of the chairman.

Section 1-14-05. Public Hearings. The board may schedule public hearings on the first Wednesday of the month for the purpose of soliciting public comment on any subject of interest to the board. The time and place for any and all public hearings will be determined by the Board in accordance with the Open and Public Meetings Law, codified at O.C.G.A. 50-14-1 et seq.

Section 1-15. Parliamentarian. The committee secretary shall serve as the parliamentarian for the meetings.

Section 1-16. Amendments to Rules. Any amendments to the rules of order must be submitted by a committee member in writing to the committee secretary on or before 5:00 p.m. on the tenth business day that precedes the meeting of the board. The proposed amendment shall be included in the agenda for that meeting and distributed to all board members. All amendments require a 2/3-majority vote of the board to be adopted.

Section 1-17. Regular Meetings. Regular meetings of the Griffin-Spalding Area Transportation Committee shall be held at 1:30 p.m. on the third Wednesday of odd-numbered (alternating) months. A notice containing the foregoing information shall be posted and maintained in a conspicuous place available to the general public at the regular meeting place of the board.

Section 1-18. Special Meetings and Rescheduled Regular Meetings. A regular meeting may be canceled, rescheduled or moved to a new location within the county by the chairman for any reason. Other special meetings may be scheduled by the chairman or at the request of five (5) committee members. Whenever a rescheduled regular meeting, or any other special meeting, is to be held at a time or place other than the regularly scheduled time or place, written notice of the change shall be posted for at least 24 hours at the place of the regular meetings. In addition, the committee secretary shall give written or oral notice at least 24 hours in advance of the meeting to each member of the committee.

Section 1-19. Emergency Meetings. When emergency circumstances occur, the committee may hold a meeting with less than 24 hours' notice to the public. When such meetings are to be held, the secretary shall provide notice to each member of the committee as soon as possible. The notice shall include the subjects expected to be considered at the meeting. In addition, the minutes shall reflect the reason for the emergency meeting and the nature of the notice given to the media.

Section 1-20. Closed Sessions. Closed meetings of the board may be held for the purpose of conducting business excepted from public access requirements as authorized by 50-14-1 et seq. of the Official Code of Georgia Annotated. Where a meeting of the board is devoted in part to matters within the authorized exceptions to public access requirements, any portion of the meeting not subject to any such exceptions shall be open to the public. No closed meeting shall be held except pursuant to a majority affirmative vote of the Griffin-Spalding Area Transportation Committee taken in a public meeting.

The minutes of the open meeting shall reflect the names of the committee members present, those voting for the closed meeting and the specific reasons for the closed meeting. Minutes of the closed meetings are maintained by the secretary in a confidential file and are only available for public inspection as may be required by 50-14-1 et seq. and their rules.

Section 1-21. Suspending the Rules of Order. Rules of order may be suspended. A motion to suspend the rules requires a second, is debatable and requires a 2/3-majority vote of the board. Rules governing quorum (Section 1-03), voting methods and requirements (Section 1-04 and Section 1-05), the notification to committee members of meetings (Section 1-17 and Section 1-19) and rules necessary for compliance with state law cannot be suspended.

Section 1-22. Committees. The chairman, with the concurrence of the board, may create committees of members of the board to study any issue before the board. Any such committees may make recommendations to the Griffin-Spalding Area Transportation Committee but no committee shall be empowered to make any final decision on any matter before it for consideration. In addition to board members, committees may include other county officials, staff or citizens at large. Whenever a committee is created, its duties, any limitation on the scope of its duties, and the times, places and periods of time for which the committee may operate shall be determined by the chairman with the concurrence of the board. The chairman shall serve as an ex-officio member of all committees.

Section 1-23. Visual and Sound Recordings. Visual, sound, and visual and sound recordings shall be permitted for all public meetings.

Section 1-24. Reference to Robert's Rules of Order. To the extent not provided for in, and not conflicting with the spirit of, these rules, the chairman shall refer to Robert's Rules of Order to resolve procedural questions.

Amended this, the 18th day of May, 2005.

Doug Hollberg
Chairman

Teresa A. Watson
Secretary to the Committee

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Upload a Resume

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for alleged False Arrest of Willie Garrett Hill, Sr., based upon Ante Litem Notice, dated November 7, 2025, from Wiggins Law Group, seeking Offer of Compromise in the amount of \$100,000.00. *City Attorney Drew Whalen will address,*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Ante Litem Notice appears to allege facts that are not correct in accordance with the GPD and Clayton County Police documents. The ALN states that Willie Hill, Sr. was falsely arrested on May 9, 2025 by Clayton County Sheriff's Department, during a traffic stop, on a State warrant from the Spalding County Magistrate Court, sworn out by Griffin Police Officer Edgar Andrade on May 8, 2025 for the offense of Indecent Exposure at the Griffin Walmart on April 23, 2025. The warrant initially taken by Off. Andrade on May 8 was picked up shortly after it was issued, and the Dismissal entered on GCIC; a second Warrant was then issued for Willie Garrett Hill Jr. The following day, May 9, Clayton County Police stopped a vehicle (registered to Willie Garrett Hill, Sr.) operated by Willie Garrett Hill Jr., who was placed under arrest on an outstanding warrant issued by Henry County. Willie Jr. was released from custody by a Clayton County Magistrate the same day after Henry County dropped their charges. There is no indication Willie Garrett Hill Sr. was ever arrested on the Spalding County warrant

STAFF RECOMMENDATION:

Staff recommends denial of claim and offer of compromise.

FINANCIAL IMPACT:

The City of Griffin is a Member of the Georgia Interlocal Risk Management Agency (GIRMA), which investigates claims against its Members, their officers and employees; GIRMA defends lawsuits on the Member's behalf and if legal liability exists will adjust the claim within the Coverage limits of the Member's Agreement. The City of Griffin has coverage of \$2,000,000 under its Member Coverage Agreement, subject to a \$25,000 per claim deductible.

Submitted By:

Andrew Whalen

Meeting Date:

27/01/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Ante Litem rec'd 111225.pdf](#)

[GPD file.pdf](#)



WIGGINS LAW GROUP

Attorneys and Counselors at Law

260 Peachtree Street, N.W., Suite 804
Atlanta, Georgia 30303

Telephone
(404) 659-2880
Facsimile
(404) 659-3274
wigginslawgroup.com



November 7, 2025

VIA FEDEX
TRACKING NO. 885855004818

Hon. Douglas S. Hollberg
Mayor, City of Griffin
100 S Hill St
Griffin, GA 30223

RE: Willie Garrett Hill, Sr.
Date of Incident: May 9, 2025

Dear Mayor Hollberg:

Thank you for taking time to review this letter. This firm represents Mr. Willie Hill, Sr. on potential civil claims arising from his detention and arrest by Clayton County deputies on May 9, 2025.

Please allow this letter to serve as a compromise settlement demand in this matter. Because the letter contains statements made in the course of settlement negotiations, its contents are not admissible at trial. See Benn v. McBride, 140 Ga. App. 698 (1976). To the extent that any liability flows to the City of Griffin based on the acts and omissions described below, this letter also serves as ante litem notice under O.C.G.A. § 36-33-5.

The Incident

On the afternoon of April 23, 2025, Patrol Officer Edgar Andrade (4030) was dispatched to 1569 North Expressway (Walmart) located in Griffin about a report of indecent exposure.

Upon arriving, Off. Andrade met with the caller, Mindy Williams, a manager at Walmart. Ms. Williams reported that while she was working in the makeup section, she noticed a Black male approaching her suspiciously. Concerned about his behavior, she left the area to review the security camera footage. While watching the footage, Ms. Williams observed that the individual

appeared to be engaging in inappropriate behavior. She noted that he was wearing an apron around his waist and that his hand near his private area was moving back and forth while he was looking at her.

Off. Andrade also reviewed the footage, witnessing who he described as "a black male with short dreadlocks, wearing a black hoodie, a black baseball cap, and what appeared to be a McDonald's apron. The camera angle allowed me to see what appeared to be a McDonald's logo on his apron when he moved closer to the front of the camera."

The Walmart security cameras captured the vehicle the suspect used to leave the scene, which was identified as a 2008 white Nissan Versa S/SL with the license plate number RZA8573. The registered owner of that vehicle is my client, Willie Hill, Sr. ("Hill Sr."). My client is 6' tall, weighs about 230 pounds, and is bald. He retired from Emory - St. Joseph's Hospital after eleven years, when he suffered an injury. He has been happily married for 22 years and has no criminal history. He was born in 1974.

As it happens, Will Sr. was allowing his 25 year-old son, Willie Hill, Jr. ("Hill Jr.") to use his car to travel to and from his job at McDonald's. Hill Jr. is 5'7" tall, weighs about 145 pounds, has dreadlocks, and was born in 1999.

Walmart's loss prevention team provided Off. Andrade with video footage of this indecent exposure incident on a DVD.

Dispatch informed Off. Andrade that "Willie Hill" had an active warrant from Henry County for indecent exposure. Upon information and belief, Off. Andrade contacted the magistrate judge and obtained an arrest warrant (25EW002699) for "Willie Hill" using my client's date of birth, i.e., 1974.

As a result, on May 9, 2025, Hill Sr. was stopped by a Clayton County Sheriff patrol deputy and arrested. He was released the next day. (The warrant was dismissed the same day.)

Liability

It is our understanding that the City has purchased liability insurance that provides coverage and indemnification for liability arising from law enforcement operations, including errors and omissions. That policy was in effect at all times relevant to this incident.

Griffin, Page 3
November 7, 2025

During the course of his employment and while fulfilling his official duties, Off. Andrade was at least negligent in accusing Hill Sr. of a crime. Had he investigated the incident competently, Off. Andrade would have learned that just a few weeks earlier, on April 1, 2025, a Walmart in Clayton County called 911 to report a Black male wearing a McDonald's uniform and masturbating while walking through the store was seen leaving in Hill Sr.'s Nissan Versa. The video footage from that Clayton County Walmart incident, like the video footage from the Griffin Walmart incident, shows a man who -- in no way -- resembles Hill Sr.

The City is liable for the tortious actions of this individual under the doctrine of respondeat superior for violations of state law. Under that doctrine, the City is not entitled to present a defense of official immunity.

Damages

Willie Hill, Sr. has been enormously affected by this event. Being arrested roadside was humiliating enough, as he has no criminal history. The time in jail, however, continues give him nightmares. He is not comfortable driving anymore. He leaves the house rarely, and when he does, he tries to ensure that a family member is with him.

My client has accrued about \$5,000 in attorney's fees and costs in pursuing this civil claim. Based on my experience, I believe that these fees will escalate substantially if the matter goes to suit, and we will pursue them under 42 U.S.C. § 1988.

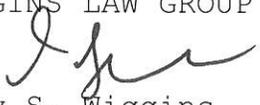
Offer of Settlement

For purposes of this ante litem letter, the amount of monetary damages sought is \$100,000.00. This amount constitutes an offer of compromise. The offer remains open until December 15, 2025.

If I can help in any way in assessing this claim, please do not hesitate to call me. With kindest regards, I am

Very truly yours,

WIGGINS LAW GROUP


Cary S. Wiggins

Enclosures
CSW/sj

cc: Jessica O'Connor, Griffin City Manager

INCIDENT/INVESTIGATION REPORT

Griffin Police Department

Case # 25-002268

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown						
D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type	
Assisting Officers						

Suspect Hate / Bias Motivated: *NONE (NO BIAS)*

INCIDENT/INVESTIGATION REPORT

Griffin Police Department

Narr. (cont.) OCA: 25-002268

NARRATIVE

REPORTING OFFICER NARRATIVE

Griffin Police Department

OCA
25-002268
Date / Time Reported
Wed 04/23/2025 16:42

Victim
WILLIAMS, MINDY MEREE

Offense
INDECENT EXPOSURE

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

On 04/23/2025 at approximately 1642 hours, I, Officer Andrade (4030), was dispatched to 1569 North Expressway (Walmart) located in Griffin, Ga, Spalding County, about a report of indecent exposure. I responded in non-emergency mode.

Upon arriving, I met with the caller, Mindy Williams, a manager at Walmart. Ms. Williams reported that while she was working in the makeup section, she noticed a black male approaching her suspiciously. Concerned about his behavior, she left the area to review the security camera footage. While watching the footage, Ms. Williams observed that the individual appeared to be engaging in inappropriate behavior. She noted that he was wearing an apron around his waist and that his hand near his private area was moving back and forth while he was looking at her.

As I reviewed the footage, I saw a black male with short dreadlocks, wearing a black hoodie, a black baseball cap, and what appeared to be a McDonald's apron. The camera angle allowed me to see what appeared to be a McDonald's logo on his apron when he moved closer to the front of the camera.

The Walmart security cameras captured the vehicle the suspect used to leave the scene, which was identified as a 2008 white Nissan Versa S/SL with the license plate number RZA8573. The registered owner of that vehicle is Willie Hill. Furthermore, dispatch informed me that Willie Hill has an active warrant from Henry County for indecent exposure.

I notified all units to check nearby McDonald's locations in search of the vehicle. I also instructed Spalding County units to search for the vehicle, as it was last seen traveling southbound on SR3 towards the county. At this time, the vehicle has not been located.

Walmart's loss prevention team provided me with the video footage of this incident on a DVD, which will be submitted as evidence.

I will contact the magistrate judge to obtain a warrant for Willie Hill for public indecency.

My body-worn camera was activated during this call.

Nothing further.

Incident Report Suspect List

Griffin Police Department

OCA: 25-002268

1	Name (Last, First, Middle) <i>HILL, WILLIE GARRETT</i>					Also Known As					Home Address <i>904 BODREY RD BYROMVILLE, GA 31007</i>				
	Business Address														
DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin	Driver's License / State					
	74	50	B	M		600	225		BLK						
Scars, Marks, Tattoos, or other distinguishing features															

<i>Reported Suspect Detail</i>			Suspect Age		Race	Sex	Eth	Height		Weight		SSN
Weapon, Type		Feature		Make		Model		Color		Caliber	Dir of Travel Mode of Travel	
Veh Yr / Make / Model			Drs	Style		Color		Lic Plate / State		VIN		

Notes _____ Physical Char _____

2	Name (Last, First, Middle) <i>HILL, WILLIE GARRETT</i>					Also Known As					Home Address <i>11693 HERITAGE DR HAMPTON, GA 30228</i>				
	Business Address														
DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin	Driver's License / State					
	99	25	B	M		507	142		BRO						
Scars, Marks, Tattoos, or other distinguishing features															

<i>Reported Suspect Detail</i>			Suspect Age		Race	Sex	Eth	Height		Weight		SSN
Weapon, Type		Feature		Make		Model		Color		Caliber	Dir of Travel Mode of Travel	
Veh Yr / Make / Model			Drs	Style		Color		Lic Plate / State		VIN		

Notes _____ Physical Char _____

Incident Report Related Vehicle List

Griffin Police Department

OCA: 25-002268

1	VehYr/Make/Model <i>2008 NISS, Versa S/sl</i>		Style <i>4S</i>		Color <i>WHI</i>		Lic/Lis <i>RZA8573 GA 2025</i>		VIN <i>3N1BC13E88L400502</i>			
	IBR Status <i>None</i>		Date <i>04/23/2025</i>		Location <i>1569 NORTH EXPRESSWAY, GRIFFIN GA</i>							
	Condition		Value <i>\$0.00</i>		Offense Code <i>90C</i>		Jurisdiction <i>Locally</i>		State #		NIC #	
	Name (Last, First, Middle) <i>Hill, Willie Garrett</i>				Also Known As				Home Address <i>904 BODREY RD BYROMVILLE, GA 31007</i> <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>			
	Business Address											
	DOB <div style="background-color: black; width: 50px; height: 15px; display: inline-block;"></div> <i>74</i>	Age <i>50</i>	Race <i>B</i>	Sex <i>M</i>	Hgt <i>600</i>	Wgt <i>225</i>	Scars, Marks, Tattoos, or other distinguishing features					

Notes

Incident Report Related Property List

Griffin Police Department

OCA: 25-002268

1	Property Description DVD	Make	Model	Caliber
	Color	Serial No.	Value \$1.00	Qty 1.000
			Unit	Jurisdiction Locally
	Status Evidence	Date 04/23/2025	NIC #	State #
			Local #	OAN
	Name (Last, First, Middle) Williams, Mindy Meree		DOB [REDACTED] 84	Age 41
			Race W	Sex F

Notes

DVD incident video.

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
		1, 4-6

**MAGISTRATE COURT OF SPALDING COUNTY, GEORGIA
132 EAST SOLOMON STREET
GRIFFIN, GEORGIA 30223
770-467-4320**

Judge Rita Cavanaugh
Chief Magistrate

Judge Brennan T. MacDowell
Judge Sam Parks
Judge Adam Grubbs
Associate Magistrates

DISMISSAL BY PROSECUTOR

THE STATE OF GEORGIA

OFFENSE: PUBLIC INDECENY

VS.

SHERIFF'S/G.P.D. CASE NO.: 25-002268

WILLIE GARRETT HILL
904 Bodrey Rd
BYROMVILLE GA 31007

MAGISTRATE WARRANT NUMBER(S) 25EW002699

REASON FOR DISMISSAL: *WRONG DATE OF BIRTH*

NOW COMES, PTL. EDGAR ANDRADE PROSECUTOR IN THE ABOVE STATE WARRANT, AND MAKES THIS HIS/HER REQUEST FOR SAID CRIMINAL WARRANT TO BE DISMISSED, AND DOES HEREBY PAY ALL COST DUE THEREON, IN THE AMOUNT OF \$ N/A AND DOES SWEAR THAT THIS REQUEST IS NOT BEING MADE UNDER DURESS, THREATS, OR INTIMIDATION, OR FOR FEAR OF HARM BY ANY PERSON, AND DOES HOLD THE MAGISTRATE COURT OF SPALDING COUNTY HARMLESS FOR ANY ACT OR EVENT THAT MAY OCCUR IN THE FUTURE AS A RESULT (DIRECTLY OR INDIRECTLY) OF THE DISMISSAL OF THE ABOVE-NAMED STATE CRIMINAL WARRANT.

I DO FURTHER STATE THAT THE ABOVE-NAMED DEFENDANT:

- HAS NEVER BEEN ARRESTED
- HAS BEEN ARRESTED AND RELEASED ON BOND
- IS CURRENTLY BEING HELD IN THE _____ COUNTY JAIL

THIS 8th day of May, 2025

Griffin Police Department
Prosecutor's Address / Department

[Signature] 4030
Prosecutor's Signature

WITNESSED AND APPROVED BY

[Signature]
MAGISTRATE COURT OF SPALDING CO., GA JUDGE

MAGISTRATE USE ONLY (CASE #25FAH-0796)	
STATE/SUPERIOR COURT	INDEX
<input checked="" type="checkbox"/> PULL WARRANT	LOG
<input checked="" type="checkbox"/> WARRANT STATUS	DOCKET
<input checked="" type="checkbox"/> FAXED/JAIL/WAR DIV	CCIC <i>New Arrested.</i>
<input checked="" type="checkbox"/> DISPOSITION	ORIGINAL
<input checked="" type="checkbox"/> WARRANT # SCAN	<input checked="" type="checkbox"/> JAIL BOARD
<input checked="" type="checkbox"/> EVENT & RELATE DOC	
<input checked="" type="checkbox"/> STATISTICAL & CASE CLOSURE	
CERTIFIED COPY TO CLERK'S OFFICE	

Chip Johns

From: Cicely Johnson <Cicely.Johnson@claytoncountyga.gov>
Sent: Thursday, January 15, 2026 1:07 PM
To: Chip Johns
Subject: Hill,Willie Garrett

```
1/15/2026          CLAYTON COUNTY SHERIFF JAIL OPERATIO
13:04          D O C K E T   D E T A I L   M A I N T E N
F          Docket Number 202513735

Name WILLIE GARRETT HILL
      WILLIE GARRETT HILL
Offense 00 0012          WANTED PERSON LOCATED
Warrant 2025431WM
Orig Agency HNRY Henry County Sheriff's Office
Disposition REL RELEASED

Confined Date 5 9 2025 Time 13:04
Release Date 5 9 2025 Time 15:08
Release Reason PER JUDGE FLORA RECALL WARRANT # 2025-43

Fine Amount _____
Cash Bond Amt _____
Prop Bond Amt _____
Payment Spec N NOT SPECIFIED
Bond Schedule C CLAYTON COUNTY

Last Maint 32617 NYASIA POPE
F3-Exit      F4-Prompt      F6-Disp Msgs
F12-Cancel/Return
```



Cicely Johnson

Service Clerk

Clayton County Sheriff's Office

Office of Sheriff Levon Allen



770.477.4479



Cicely.Johnson@claytoncountyga.gov



770.477.4596

9157 Tara Boulevard, Jonesboro, GA 30236

ClaytonSheriff.com | ClaytonCountyGA.gov



DMAX-00001234 NCIC1 20250508 08:56:17 20250508 08:56:17 075800JU5C
1L01075800JU50XW
GA1260000
CANCEL NAM/HILL,WILLIE GARRETT NIC/W841746179

**MAGISTRATE COURT OF SPALDING COUNTY, GEORGIA
 132 EAST SOLOMON STREET
 GRIFFIN, GEORGIA 30223
 770-467-4320**

Judge Rita Cavanaugh
Chief Magistrate

Judge Brennan T. MacDowell
Judge Sam Parks
Judge Adam Grubbs
Associate Magistrates

DISMISSAL BY PROSECUTOR

THE STATE OF GEORGIA

OFFENSE: PUBLIC INDECENY

VS.

SHERIFF'S/G.P.D. CASE NO.: 25-002268

WILLIE GARRETT HILL
 904 Bodrey Rd
 BYROMVILLE GA 31007

MAGISTRATE WARRANT NUMBER(S) 25EW002699

REASON FOR DISMISSAL: *WRONG DATE OF BIRTH*

NOW COMES, PTL. EDGAR ANDRADE PROSECUTOR IN THE ABOVE STATE WARRANT, AND MAKES THIS HIS/HER REQUEST FOR SAID CRIMINAL WARRANT TO BE DISMISSED, AND DOES HEREBY PAY ALL COST DUE THEREON, IN THE AMOUNT OF \$ N/A AND DOES SWEAR THAT THIS REQUEST IS NOT BEING MADE UNDER DURESS, THREATS, OR INTIMIDATION, OR FOR FEAR OF HARM BY ANY PERSON, AND DOES HOLD THE MAGISTRATE COURT OF SPALDING COUNTY HARMLESS FOR ANY ACT OR EVENT THAT MAY OCCUR IN THE FUTURE AS A RESULT (DIRECTLY OR INDIRECTLY) OF THE DISMISSAL OF THE ABOVE-NAMED STATE CRIMINAL WARRANT.

I DO FURTHER STATE THAT THE ABOVE-NAMED DEFENDANT:

- HAS NEVER BEEN ARRESTED
- HAS BEEN ARRESTED AND RELEASED ON BOND
- IS CURRENTLY BEING HELD IN THE _____ COUNTY JAIL

THIS 8th day of May, 2025

Griffin Police Department

 Prosecutor's Address / Department

[Signature] 4030

 Prosecutor's Signature

WITNESSED AND APPROVED BY

[Signature]

 MAGISTRATE COURT OF SPALDING CO., GA JUDGE

MAGISTRATE USE ONLY (CASE #25FAH-0796)	
STATE/SUPERIOR COURT	INDEX
<input checked="" type="checkbox"/> PULL WARRANT	LOG
<input checked="" type="checkbox"/> WARRANT STATUS	DOCKET
<input checked="" type="checkbox"/> FAXED/JAIL/WAR DIV	GCIC <i>Never Arrested.</i>
<input checked="" type="checkbox"/> DISPOSITION	ORIGINAL
<input checked="" type="checkbox"/> WARRANT # SCAN	<input checked="" type="checkbox"/> JAIL BOARD
<input checked="" type="checkbox"/> EVENT & RELATE DOC	
<input checked="" type="checkbox"/> STATISTICAL & CASE CLOSURE	
CERTIFIED COPY TO CLERK'S OFFICE	

CRIMINAL ARREST WARRANT

GEORGIA, SPALDING COUNTY
STATE OF GEORGIA

WARRANT NO. 25-EW-002699
CASE NO. 25-002268

v.
WILLIE GARRETT HILL
DOB: 10/21/1974 Race: B Sex: Male
904 Bodrey Rd , BYROMVILLE, GA, 31007

AFFIDAVIT

Personally appeared the undersigned prosecutor, Ptl. Edgar Andrade who, on oath, says that, to the best of the prosecutor's knowledge and belief, the above named accused, between 4/23/2025 04:20:00 PM and 4/23/2025 04:50:00 PM at 1569 North Expressway, GRIFFIN, GA, 30223, SPALDING COUNTY did commit the offense of PUBLIC INDECENCY (Misdemeanor), (1 count) in violation of O.C.G.A. 16-6-8(B) and against Mindy Meree Williams and the laws of the State of GEORGIA. The facts of this affidavit for arrest are based on: said accused unlawfully did what appear to be masturbating in the make-up section of Walmart while the victim was working. Video of this incident shows said accused wearing an apron while his hand was near his private area of his body, moving his hand in an up and down motion. Prosecutor makes this affidavit that a warrant may be issued for the accused person's arrest.

Sworn to and subscribed before me this 24th day of April, 2025, at 09:02:20 AM



Judge: Adam Grubbs
Magistrate Court of SPALDING COUNTY

Prosecutor: Ptl. Edgar Andrade
Badge: 4030 Agency: Griffin Police Department

STATE WARRANT FOR ARREST

To any Sheriff, Deputy Sheriff, Coroner, Constable or Marshal of this State- Greetings:

For sufficient cause made known to me in the above affidavit, incorporated by reference herein, and other sworn testimony, you are hereby commanded to arrest the accused WILLIE GARRETT HILL named in the above affidavit, charged by the prosecutor therein with the above offense(s) against the laws of this State at the time, place and manner named in the above affidavit, and bring the accused before me or another judicial officer of this State to be dealt with as the law directs. Herein fail not.

This 24th day of April, 2025, at 09:02:20 AM



Judge: Adam Grubbs
Magistrate Court of SPALDING COUNTY

ORDER FOR BOND

IT IS HEREBY ORDERED that the aforesaid accused, WILLIE GARRETT HILL, be and is hereby granted bail to be made with sufficient surety as approved by the Sheriff of SPALDING COUNTY in the amount of _____ to assure the presence of said accused at arraignment, trial and final disposition in the Superior Court/ State Court of SPALDING COUNTY.

Witness my hand and seal, this 24th day of April, 2025, at 09:02:20 AM



Judge: Adam Grubbs
Magistrate Court of SPALDING COUNTY

- FELONY
- MISDEMEANOR
- IN CUSTODY
- FAMILY VIOLENCE
- SPECIAL CONDITIONS OF BOND
- PROBATION
- PAROLE

MAGISTRATE COURT OF SPALDING COUNTY
CRIMINAL ARREST WARRANT APPLICATION

DATE: Thursday, April 24, 2025
9:01:50AM

CaseNo: 25-002268
WARRANT NO: 25-EW-002699

OFFENSE
PUBLIC INDECENCY (Misdemeanor), (1 count)

OFFENSECODE
16-6-8(B)

PROSECUTOR: Ptl. Edgar Andrade

ADDRESS: 868 W Poplar St.

CITY: GRIFFIN STATE: GA ZIP: 30224

PHONE NO. 770-229-6450 (WORK) FAX: E-MAIL:

ACCUSED: WILLIE GARRETT HILL

ADDRESS: 904 Bodrey Rd

CITY: BYROMVILLE STATE GA ZIP: 31007

PHONE NO: FAX: E-MAIL:

RACE: B AGE: 50 SEX: Male HT: 6'00" WT: 225' EYES: BRO (Brown) HAIR: BLK (Black)

SPECIAL BODY MARK: Scars/Tattoo-

DOB: 10/21/1974 SSN: AUTO TAG:

WITNESSES:

DATE OF INCIDENT: 4/23/2025 to 4/23/2025 TIME OF INCIDENT: 4:20:00PM to 4:50:00PM

INCIDENT LOCATION: 1569 North Expressway, GRIFFIN, GA, 30223

- FELONY FAMILY VIOLENCE PROBATION IN CUSTODY
 MISDEMEANOR SPECIAL CONDITIONS OF BOND PAROLE



Magistrate: Adam Grubbs

Prosecutor: Ptl. Edgar Andrade
Agency: Griffin Police Department
Badge: 4030

I prefer AM PM commitment hearing times.

Filed in office of Undersigned Clerk,
This 20th of May, 2025

Robert J. Brooks

Clerk, State Court Spalding County

CRIMINAL ARREST WARRANT

WARRANT NO. 25-EW-002875
CASE NO. 25-002268a

**GEORGIA, SPALDING COUNTY
STATE OF GEORGIA**

v.

WILLIE GARRETT HILL
DOB: 12/03/1999 Race: B Sex: Male
11693 HARITAGE DR , HAMPTON, GA, 30228

AFFIDAVIT

Personally appeared the undersigned prosecutor, **Ptl. Edgar Andrade** who, on oath, says that, to the best of the prosecutor's knowledge and belief, the above named accused, between **4/23/2025 04:20:00 PM** and **4/23/2025 04:50:00 PM** at **1569 North Expressway, GRIFFIN, GA, 30224, SPALDING COUNTY** did commit the offense of **PUBLIC INDECENCY (Misdemeanor)**, (**1 count**) in violation of O.C.G.A. **16-6-8(B)** and against **Mindy Meree Williams** and the laws of the **State of GEORGIA**. The facts of this affidavit for arrest are based on: **Said accused unlawfully did what appeared to be masturbating in the make-up section of Walmart while the victim was working. Video of this incident shows said accused wearing an apron while his hand was near his private area of his body, moving his hand in an up and down motion.** Prosecutor makes this affidavit that a warrant may be issued for the accused person's arrest.

Sworn to and subscribed before me this **8th day of May, 2025**, at **08:56:18 AM**

Sam Parks

Edgar Andrade

Judge: **Sam Parks**
Magistrate Court of SPALDING COUNTY

Prosecutor: **Ptl. Edgar Andrade**
Badge: 4030 Agency: Griffin Police Department

STATE WARRANT FOR ARREST

To any Sheriff, Deputy Sheriff, Coroner, Constable or Marshal of this State-- Greetings:

For sufficient cause made known to me in the above affidavit, incorporated by reference herein, and other sworn testimony, you are hereby commanded to arrest the accused **WILLIE GARRETT HILL** named in the above affidavit, charged by the prosecutor therein with the above offense(s) against the laws of this State at the time, place and manner named in the above affidavit, and bring the accused before me or another judicial officer of this State to be dealt with as the law directs. Herein fail not.

This **8th day of May, 2025**, at **08:56:18 AM**

Sam Parks

Judge: **Sam Parks**
Magistrate Court of SPALDING COUNTY

ORDER FOR BOND

IT IS HEREBY ORDERED that the aforesaid accused, **WILLIE GARRETT HILL**, be and is hereby granted bail to be made with sufficient surety as approved by the Sheriff of **SPALDING COUNTY** in the amount of _____ to assure the presence of said accused at arraignment, trial and final disposition in the Superior Court / State Court of **SPALDING COUNTY**.

Witness my hand and seal, this **8th day of May, 2025**, at **08:56:18 AM**

Sam Parks

Judge: **Sam Parks**
Magistrate Court of SPALDING COUNTY

- FELONY
- MISDEMEANOR
- IN CUSTODY
- FAMILY VIOLENCE
- SPECIAL CONDITIONS OF BOND
- PROBATION
- PAROLE

RECEIVED

MAY 08 2025
25 MAY 6 10:15

Spalding Cr
Warrant Div 271

MAGISTRATE COURT OF SPALDING COUNTY
CRIMINAL ARREST WARRANT APPLICATION

DATE **Thursday, May 8, 2025**
8:55:46AM

CaseNo: **25-002268a**
WARRANT NO: **25-EW-002875**

OFFENSE
PUBLIC INDECENCY (Misdemeanor), (1 count)

OFFENSECODE
16-6-8(B)

PROSECUTOR: Ptl. Edgar Andrade

ADDRESS: 868 W Poplar St.

CITY: GRIFFIN STATE GA ZIP: 30224

PHONE NO. 770-229-6450 (WORK) FAX: E-MAIL:

ACCUSED: WILLIE GARRETT HILL

ADDRESS: 11693 HARITAGE DR

CITY: HAMPTON STATE GA ZIP: 30228

PHONE NO: FAX: E-MAIL:

RACE: B AGE: 25 SEX: Male HT: 5'07" WT: 142 EYES: BRO (Brown) HAIR: BLK (Black)

SPECIAL BODY MARK: Scars/Tattoo-

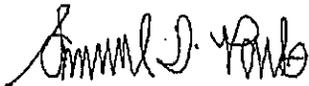
DOB: 12/03/1999 SSN: AUTO TAG:

WITNESSES:

DATE OF INCIDENT: 4/23/2025 to 4/23/2025 TIME OF INCIDENT: 4:20:00PM to 4:50:00PM

INCIDENT LOCATION: 1569 North Expressway, GRIFFIN, GA, 30224

- FELONY FAMILY VIOLENCE PROBATION IN CUSTODY
 MISDEMEANOR SPECIAL CONDITIONS OF BOND PAROLE County Jail



Magistrate: **Sam Parks**

Prosecutor: **Ptl. Edgar Andrade**
Agency: **Griffin Police Department**
Badge: **4030**

I prefer AM PM commitment hearing times.

Griffin Police Department

OCA: 25002268

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: ACTIVE/PENDING

Case Mng Status: WARRANTS ISSUED

Occurred: 04/23/2025

Offense: INDECENT EXPOSURE

Investigator: ANDRADE, EDGAR R (4030)

Date / Time: 05/08/2025 11:09:42, Thursday

Supervisor: WEBB, CHRIS K (3183)

Supervisor Review Date / Time: 05/08/2025 14:07:51, Thursday

Contact:

Reference: Supplemental Narrative

On 05/08/2025, I, Officer Andrade (4030), met with a magistrate court judge to dismiss a warrant that had been issued for the wrong individual.

During the meeting, I explained to the judge that I had taken a warrant for Willie Garrett Hill, born on 10/21/1974. However, I informed the judge that the warrant was actually meant for Willie Garrett Hill, born on 12/03/1999.

The confusion arose when I searched the vehicle`s tag belonging to the suspect, which returned to the father. Additionally, dispatch had informed me that Willie Garrett Hill, born on 10/21/1974, already had a warrant for indecent exposure issued by the Henry County Sheriff`s Office. This information led me to believe that Hill, born on 10/21/1974, was the suspect.

I was able to resolve this misunderstanding, and the warrant for Willie Garrett Hill, born on 10/21/1974, was dismissed and reassigned to his son.

All relevant records will be placed in my file for documentation.

Investigator Signature

Supervisor Signature

INCIDENT/INVESTIGATION REPORT

Griffin Police Department

Case # 25-002268

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	IBR	Status	Quantity	Type Measure	Suspected Type	
D R U G S						

Assisting Officers

Suspect Hate / Bias Motivated: *NONE (NO BIAS)*

NARRATIVE

REPORTING OFFICER NARRATIVE

Griffin Police Department

OCA 25-002268
Date / Time Reported Wed 04/23/2025 16:42

Victim WILLIAMS, MINDY MEREE	Offense INDECENT EXPOSURE
---------------------------------	------------------------------

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

On 04/23/2025 at approximately 1642 hours, I, Officer Andrade (4030), was dispatched to 1569 North Expressway (Walmart) located in Griffin, Ga, Spalding County, about a report of indecent exposure. I responded in non-emergency mode.

Upon arriving, I met with the caller, Mindy Williams, a manager at Walmart. Ms. Williams reported that while she was working in the makeup section, she noticed a black male approaching her suspiciously. Concerned about his behavior, she left the area to review the security camera footage. While watching the footage, Ms. Williams observed that the individual appeared to be engaging in inappropriate behavior. She noted that he was wearing an apron around his waist and that his hand near his private area was moving back and forth while he was looking at her.

As I reviewed the footage, I saw a black male with short dreadlocks, wearing a black hoodie, a black baseball cap, and what appeared to be a McDonald's apron. The camera angle allowed me to see what appeared to be a McDonald's logo on his apron when he moved closer to the front of the camera.

The Walmart security cameras captured the vehicle the suspect used to leave the scene, which was identified as a 2008 white Nissan Versa S/SL with the license plate number RZA8573. The registered owner of that vehicle is Willie Hill. Furthermore, dispatch informed me that Willie Hill has an active warrant from Henry County for indecent exposure.

I notified all units to check nearby McDonald's locations in search of the vehicle. I also instructed Spalding County units to search for the vehicle, as it was last seen traveling southbound on SR3 towards the county. At this time, the vehicle has not been located.

Walmart's loss prevention team provided me with the video footage of this incident on a DVD, which will be submitted as evidence.

I will contact the magistrate judge to obtain a warrant for Willie Hill for public indecency.

My body-worn camera was activated during this call.

Nothing further.

Incident Report Suspect List

Griffin Police Department

OCA: 25-002268

1	Name (Last, First, Middle) <i>HILL, WILLIE GARRETT</i>						Also Known As				Home Address <i>904 BODREY RD BYROMVILLE, GA 31007 678-209-8553</i>			
	Business Address													
	DOB <i>10/21/1974</i>	Age <i>50</i>	Race <i>B</i>	Sex <i>M</i>	Eth	Hgt <i>600</i>	Wgt <i>225</i>	Hair	Eye <i>BLK</i>	Skin	Driver's License / State <i>037223668 GA</i>			
Scars, Marks, Tattoos, or other distinguishing features														

<i>Reported Suspect Detail</i>		Suspect Age		Race	Sex	Eth	Height		Weight		SSN
Weapon, Type		Feature		Make		Model		Color		Caliber	Dir of Travel
Veh Yr / Make / Model		Drs	Style		Color		Lic Plate / State		VIN		

Notes Physical Char

2	Name (Last, First, Middle) <i>HILL, WILLIE GARRETT</i>						Also Known As				Home Address <i>11693 HERITAGE DR HAMPTON, GA 30228</i>			
	Business Address													
	DOB <i>12/03/1999</i>	Age <i>25</i>	Race <i>B</i>	Sex <i>M</i>	Eth	Hgt <i>507</i>	Wgt <i>142</i>	Hair	Eye <i>BRO</i>	Skin	Driver's License / State <i>059880029 GA</i>			
Scars, Marks, Tattoos, or other distinguishing features														

<i>Reported Suspect Detail</i>		Suspect Age		Race	Sex	Eth	Height		Weight		SSN
Weapon, Type		Feature		Make		Model		Color		Caliber	Dir of Travel
Veh Yr / Make / Model		Drs	Style		Color		Lic Plate / State		VIN		

Notes Physical Char

Incident Report Related Vehicle List

Griffin Police Department

OCA: 25-002268

1	VehYr/Make/Model <i>2008 NISS, Versa S/sl</i>	Style <i>4S</i>	Color <i>WHI</i>	Lic/Lis <i>RZA8573 GA 2025</i>	VIN <i>3N1BC13E88L400502</i>
IBR Status <i>None</i>		Date <i>04/23/2025</i>	Location <i>1569 NORTH EXPRESSWAY, GRIFFIN GA</i>		
Condition	Value <i>\$0.00</i>	Offense Code <i>90C</i>	Jurisdiction <i>Locally</i>	State #	NIC #
Name (Last, First, Middle) <i>Hill, Willie Garrett</i>			Also Known As		Home Address <i>904 BODREY RD BYROMVILLE, GA 31007 678-209-8553</i>
Business Address					
DOB <i>10/21/1974</i>	Age <i>50</i>	Race <i>B</i>	Sex <i>M</i>	Hgt <i>600</i>	Wgt <i>225</i>
Scars, Marks, Tattoos, or other distinguishing features					

Notes

Incident Report Related Property List

Griffin Police Department

OCA: 25-002268

1	Property Description DVD	Make	Model	Caliber
	Color	Serial No.	Value \$1.00	Qty 1.000
			Unit	Jurisdiction Locally
	Status Evidence	Date 04/23/2025	NIC #	State #
			Local #	OAN
	Name (Last, First, Middle) WILLIAMS, MINDY MEREE		DOB 02/16/1984	Age 41
			Race W	Sex F

Notes

DVD incident video.