AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
March 24, 2026
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

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.

CONSENT AGENDA

1. Consider, on second reading, a proposed amendment to Code of Griffin, Chapter 74, Solid Waste. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

2. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on March 10, 2026.

REGULAR AGENDA

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

3. Consider a Resolution to amend the City of Griffin's Fiscal Year 2025-2026 Operating and Capital Budget for general housekeeping measures in the amount of $586,124.58. *Budget Analyst, Angela Thompson will address.*

4. Consider an amendment to the contract for Construction Manager At Risk for the Shoal Creek Water Pollutior Control Plant Expansion Phase II work from Crowder Construction Company, best responsive bidder, in the amount of $62,749,318.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

5. Consider resolution to adopt proposed changes to the City of Griffin Consolidated Rate Schedule for Solid Waste, Water, Sewer, and Stormwater, last updated by the MCI on March 1, 2026, for purposes of revising services and rates of the Solid Waste Department, effective October 1, 2026. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

6. Consider resolution to adopt proposed changes to the City of Griffin Consolidated Fee Schedule, last updated

January 2026, to revise fees and charges of the Solid Waste Department, effective October 1, 2026. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

7. Consider on first reading an Ordinance amending the Code of Griffin, Georgia at Chapter 2, ADMINISTRATION, Art. II, BOARD OF COMMISSIONERS, Code Section 2-31, MEETINGS, in order to correct the current location at which regular meetings of the Board of Commissioners are held. *City Attorney, Drew Whalen, will address.*

8. Consider authorizing travel for Commissioners Curtis, Fuller and Wright to attend GMA Spring Training in Madison, Georgia from March 25th to March 27th.

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:

Consider, on second reading, a proposed amendment to Code of Griffin, Chapter 74, Solid Waste. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Code of Griffin, Chapter 74, Solid Waste, provides for solid waste services by the City of Griffin, regulations related thereto, and regulation of solid waste handling, storage, collection and disposal by solid waste generators and private collectors licensed to do business within the City limits. Chapter 74 has not been substantively amended since 2017. The proposed amendments are intended to protect public health, safety, and well-being of our citizens, as well as improve the quality of service to our customers.

The proposed amendment presented for the Board's consideration was drafted in collaboration with multiple City departments, including Solid Waste, IT, GIS, Customer Service, Code Enforcement, and Management Services. Staff's proposal was modified based on feedback from the Board recieved at three workshops held on March 25, 2025; December 9, 2025; and February 24, 2026.

Per Section 5 of the Ordinance, amendments to Article II (Handling, Storage and Collection), Secs. 74-31 through 74-74, shall be effective on October 1, 2026. Article II includes amendments related to residential service, commercial and industrial service, yard waste, special handling, landfill, transfer station, and tire disposal. All other amendments made by this ordinance shall become effective immediately upon adoption on second and final reading.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Staff is proposing a corresponding fee and rate schedule adjustment for the Board's consideration. In addition to changes in the types of services and associated rates, upon the effective date, this ordinance amendment adds a return-trip fee, changes how special handling charges are calculated, and allows the City to charge actual costs of disposal for roll-off services.

Submitted By:
Kelsey Carden

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:

ORD_-_Chapter_74_Solid_Waste.pdf
REDLINE_DRAFT_-_Chapter_74___SOLID_WASTE_wout_Comments_3.5.26.pdf

No. 26 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 74, SOLID WASTE, TO PROVIDE DEFINITIONS; TO AMEND SERVICES AND REGULATIONS RELATED TO THE HANDLING, STORAGE, AND COLLECTION OF SOLID WASTE FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL GENERATORS OF SOLID WASTE WITHIN THE CITY OF GRIFFIN; TO PROVIDE FOR REGULATIONS OF YARD WASTE COLLECTION; TO PROVIDE FOR REGULATIONS OF SPECIAL HANDLING SERVICE; TO PROVIDE FOR REGULATIONS OF LANDFILL USAGE; TO PROVIDE FOR REGULATIONS OF TRANSFER STATION USAGE; TO PROVIDE FOR TIRE DISPOSAL REGULATIONS; TO PROVIDE A POLICY AND REGULATIONS FOR THE COLLECTION OF RECYCLABLE MATERIALS; TO PROVIDE REGULATIONS FOR COLLECTION OF SOLID WASTE FROM COUNTY RESIDENTS; TO PROVIDE REGULATIONS FOR PRIVATE COLLECTORS; TO PROVIDE PROVISIONS FOR ENFORCEMENT, INCLUDING PENALTIES FOR VIOLATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE EFFECTIVE DATES; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 74, SOLID WASTE, which hereafter shall provide as follows:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 74 – SOLID WASTE

ARTICLE I – IN GENERAL

Sec. 74-1—74-30. Reserved.

ARTICLE II – HANDLING, STORAGE AND COLLECTION

Sec. 74-31. Intent; policies.

(a) It is declared to be the intent of the board of commissioners, in furtherance of the city's responsibility to protect the public health, safety and well-being of its citizens and to protect and enhance the quality of its environment by enacting policies governing the collection, storage and handling of solid waste, as that term is hereinafter defined in this article, in accordance with the comprehensive statewide program for solid waste management now in effect in the state. It is the purpose of this article to establish procedures to regulate solid waste handling, storage and collection by the city and by those private collectors licensed to collect, store and handle solid waste generated from

commercial and industrial sources within this city and to secure reliable data for solid waste management planning as part of the city's goal for waste load reduction.

(b) It is further declared to be the policy of the city to educate and encourage generators and handlers of solid waste to reduce and minimize to the greatest extent possible the amount of solid waste which requires collection, treatment, or disposal through source reduction, reuse, composting, recycling, and other methods and to promote markets for and engage in the purchase of goods made from recovered materials and goods which are recyclable.

(c) It is further declared to be the policy of the city that every effort be undertaken to ensure the proper management of scrap tires from the point of generation to the ultimate point of reuse, recycling, or disposal and that every effort be made to ensure that, where possible, they be reused or recycled rather than being disposed.

(d) It is further declared to be the policy of the city that nature's way of recycling vegetative matter be respected and followed and that essential landfill space no longer be wasted by such materials being collected and buried in landfills, but allowed to decompose and returned to the soil. The city therefore recommends natural, low-maintenance landscaping requiring little or no cutting, using drought-tolerant trees, plants and shrubs, and encourages its citizens follow these steps for handling yard waste:

(1) Grass should be recycled by mowing it and letting the clippings lie;

(2) Leaves should be left where they fall, or mowed and composted;

(3) Woody material should be chipped on the site where such material was generated, or cut for use as fiber fuel; and

(4) Composting on the site where the material was grown, followed by incorporation of the finished compost into the soil at that site.

(e) The owner and/or occupant of every premises within the city shall be ultimately responsible for the proper handling, storage and disposal of all solid waste generated upon the property.

Sec. 74-32. Definitions.

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

Biomedical waste means pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in rule 391-3-4-15 of the board of natural resources of the state, and other such waste materials.

Board of commissioners means the Board of Commissioners of the City of Griffin, Georgia.

Bulk waste means such items as large household appliances (i.e., washing machines, clothes dryers, water heaters, stoves, refrigerators and dishwashers), furniture, tree stumps, large timber, car bodies, carpet waste, large packing containers, tanks, and other items whose volumes are not significantly reduced through normal compaction methods.

Business day means a calendar day other than a Saturday, Sunday, or public and legal holiday as set forth in O.C.G.A. § 1-4-1.

Collector means a person who, under agreements, verbal or written, with or without compensation, does the work of collecting and/or transporting solid wastes from industries, offices, retail outlets, businesses, and/or similar locations, or from residential dwellings; provided, however, this definition shall not include an individual who collects and/or transports waste from a single-family dwelling unit owned or occupied by such individual or his or her immediate family member(s).

Collector permit means a permit required to engage in the business of solid waste collecting in the City of Griffin, Georgia, and issued by the city in accordance with the provisions hereof.

Commercial solid waste means all types of solid waste generated by stores, offices, restaurants, warehouses, and other manufacturing or commercial activities, excluding residential and industrial wastes.

Composting means the controlled biological decomposition of organic matter into a stable, odor-free humus.

Construction and demolition waste means solid waste composed of building materials and rubble resulting from construction, remodeling, repair and demolition operations of houses, commercial buildings and other structures. Such waste includes, but is not limited to roofing shingles, wood, bricks, metal, concrete, wall board, paper, cardboard, inert waste, and other wastes not likely to cause leachate of environmental concern.

Contaminant means any physical, biological, or radiological substance or matter.

Day means a calendar day, unless otherwise specified.

Disposal or *dispose* means the discharge, deposit, discard, injection, dumping, spilling, leaking, throwing, or placing of any solid waste or hazardous waste into or on any land or water.

Drop-off center means any facility or location at which recyclable or compostable materials are taken by individuals and deposited into designated containers.

Dump means to throw, discard, place, deposit, discharge, bury, burn, or dispose of a substance, material, or waste.

Environmental protection division means the Environmental Protection Division of the Georgia Department of Natural Resources, including but not limited to its director, and any successor entity or entities.

Generator means any person in this state or in any other state who creates solid waste.

Hazardous constituent means any substance listed as a hazardous constituent in regulations promulgated pursuant to the federal act by the administrator of the U.S. Environmental Protection Agency which are in force and effect on February 1, 1992, codified as appendix VIII to 40 CFR 261, Identification and Listing of Hazardous Waste.

Hazardous waste means any solid waste which contains hazardous constituents or has been defined as a hazardous waste in regulations of the state environmental protection division, chapter 391-3-11.

Hazardous Waste Management Act shall mean the Georgia Hazardous Waste Management Act, codified at O.C.G.A. §§ 12-8-60 through 12-8-83, as the same has been heretofore or may be hereafter amended.

Household hazardous waste means hazardous waste used or generated in the household or similar source or any item, product or material containing or contaminated by any household hazardous waste.

Industrial solid waste means solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated under O.C.G.A. § 12-8-60 et seq., the "Georgia Hazardous Waste Management Act." Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer and agricultural chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Inert landfill means a landfill used for the disposal of inert waste.

Inert waste means solid wastes that will not or are not likely to cause production of leachate. Such waste is limited to earth and earth-like products, rocks, concrete, bricks, land clearing debris, tree and shrub wastes, yard wastes, cured asphalt, and construction and demolition wastes.

Landfill means an area of land or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well, or compost pile.

Leachate means liquid that has percolated through solid waste and the soil surrounding a landfill and has extracted, dissolved or suspended materials from it, which may be potentially harmful to groundwater.

Leachate collection system means a system at a landfill for collection of the leachate that prevents its percolation into surrounding soils and groundwater.

Light commercial entity means a business entity approved for commercial curbside service whereby residential cart(s) are provided by the city to dispose of its waste.

Manifest means a form or document used for identifying the quantity, composition, origin, routing, and designation of substances in the waste stream from point of generation, through intermediate points, to an end user, processor or disposer approved by the state environmental protection division.

Municipal solid waste means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard waste and commercial solid waste but does not include solid waste from mining, agricultural or silvicultural operations or industrial processes or operations.

Municipal solid waste disposal facility means any facility or location where the final disposition of municipal solid waste occurs and includes but is not limited to municipal solid waste landfills and thermal treatment technology facilities.

Municipal solid waste landfill means a discrete area of land or excavation that receives household waste, and that is not a land application unit, surface impoundment, injection well, or waste pile, as those terms are defined under 40 CFR part 257.2. A municipal solid waste landfill may also receive other types of solid waste, such as commercial solid waste, nonhazardous sludge, small-quantity generator waste and industrial solid waste. Such a landfill may be publicly or privately owned and/or operated.

Person means an individual, trust, firm, joint-stock company, corporation (including a government corporation), consortium, joint venture, commercial entity, partnership, association, state, municipality, authority, commission, political subdivision of a state, or any interstate body and shall include each department, agency, and instrumentality of the United States.

Processing or *processing operation* means any method, system or other treatment designed to change the physical form or chemical content of solid waste and includes all aspects of its management (administration, personnel, land, equipment, buildings and other elements).

Putrescible waste means waste that is capable of being quickly decomposed by microorganisms. Examples of putrescible waste include, but are not necessarily limited to, kitchen waste, animal manure, offal, hatchery and poultry processing plant wastes, and garbage.

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not requiring subsequent separation and processing.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated or processed and reused or returned to use in the form of raw materials or products.

Restricted waste, excluding municipal solid waste, means any solid, liquid, or sludge:

(1) Contained in a drum, barrel, box, pail, transportable tank, or any other container;

(2) Transported in a bulk tank;

(3) Residue or waste from a pollution control process;

(4) Residue or waste from an industrial process; and

(5) Residue, debris, and waste from the cleanup of a spill or a release of a chemical substance or commercial product or waste associated with items (1) through (4) as above-mentioned. Restricted waste shall include hazardous waste but shall not include household hazardous waste, provided that such household hazardous waste is disposed of at a solid waste handling facility designated by the city to accept such household hazardous waste and in accordance with the policies and procedures of the city. Other restricted wastes may include, but are not limited to, animal wastes and carcasses, asbestos, ash, biomedical wastes, chemicals, containers, clothing, debris, equipment and instruments, grease and oil, latex, plant (vegetal) materials, sludges, wash waters, or other wastes. Sources of such material include but are not limited to research, veterinary and medical laboratories, mortuaries, taxidermists, automobile washes and laundries (both commercial and industrial), publicly owned treatment works, and industrial treatment facilities, food processing and restaurant-related facilities. The city manager has full authority to determine whether a type of waste is restricted waste.

Scrap tire means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.

Scrap tire carrier means any person engaged in picking up or transporting scrap tires for the purpose of removal to a scrap tire processor, end user, or disposal facility.

Scrap tire generator means any person who generates scrap tires as defined in section 391-3-4-19(2.1) of the Georgia Rules of Solid Waste Management.

Scrap tire handling means the storage, collection, transportation, utilization, processing, or disposal of scrap tires by any person other than end users on whose motor vehicles the tires have been affixed.

Sludge means any solid, semisolid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant or facility (including any pretreatment process), water supply treatment plant, or air pollution control facility, exclusive of the treated effluent of a wastewater treatment plant.

Solid waste means any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 USC 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended.

Solid waste handling means the storage, collection, transportation, treatment, utilization, processing, or disposal of solid waste or any combination of such activities.

Solid waste handling facility means any location where any storage, collection, transportation, treatment, utilization, processing or disposal of solid waste, or any combination thereof, occurs.

Solid Waste Management Act shall mean the Georgia Comprehensive Solid Waste Management Act codified at O.C.G.A. §§ 12-8-20 through 12-8-59.2, as the same has been heretofore or may be hereafter amended.

Special waste means municipal solid waste which is comprised, in whole or in part, of: waste requiring special handling; waste containing free liquids; sludge; waste generated by industrial processes; bio-medical wastes; off-specification, outdated or discarded chemical or petroleum products; waste containing asbestos; or contaminated soils or debris resulting from an environmental spill or cleanup.

Tire means a continuous solid or pneumatic rubber covering designed for encircling the wheel of a motor vehicle and which is neither attached to the vehicle nor a part of the vehicle as original equipment.

Tire retailer means any person engaged in the business of selling new replacement tires.

Yard waste means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations.

Sec. 74-33. Collection of residential solid waste.

(a) *Receipt of residential solid waste service required.* In order to protect the public health and sanitation, to prevent the spread of contagious or infectious diseases, and to prevent the breeding of rodents, insects, and other vermin, all improved residential properties (single-family and multifamily residences) within the city shall receive regular municipal solid waste collection services from the city; provided, however, that the City reserves the right, in its sole discretion, to refuse service to properties that are situated on a private road. No owner of improved residential property shall be exempt or relieved from payment of the monthly sanitation collection and handling fee(s) by reason of failure or refusal to receive services as provided by the city; provided, however, customers may suspend solid waste services if *all* utilities are placed on maintenance disconnect.

(b) *Residential Curbside Service and Optional Add-On Services.*

(1) *Applicability*. Residential curbside service is available for single family residences and multi-family residences with trash carts that, in the sole discretion of the City, qualify for residential curbside service.

(i) *Exclusion.* This service does not apply to multi-family units that, in the City's sole discretion, are best suited for apartment rate dumpster service (See Subsection (c) of this section) but either do not have space for dumpsters or have unique property features that require carts.

(2) *Residential Curbside Service Description*. Customers shall be charged a single rate for residential curbside service which shall include the following:

(i) Residential curbside collection of one (1) 96-gallon and one (1) 64-gallon trash cart once per week;

(ii) Biweekly yard waste collection;

(iii) Landfill – 1 load per month, provided the load must be no larger than a pickup truck; and

(iv) Transfer Station – 1 load per month, provided the load must be no larger than a pickup truck.

(3) *Add-On Services for Residential Curbside Service*.

(i) *Backdoor Service*. The City, in its sole discretion, may offer assisted collection service for an additional monthly fee. Applications shall be made on forms provided by the City, accompanied by a certificate from a state-licensed physician stating that, based upon a physical examination conducted within the past thirty (30) days, the applicant is mobility-impaired or has sufficient medical reasons not to place the container at curbside. Any denial of an application shall be in writing, stating the reason for such denial. Aggrieved applicants may, within twenty (20) days of receipt of the denial, request a hearing before the city manager, whose decision shall become final. The city may request recertification of a mobility-impaired customer annually. It shall be the duty of a mobility impaired customer to promptly report any change in medical condition or change in occupancy of the residence. The City also reserves the right to require back-door service for customers located on properties with unique features that render standard collection service infeasible or insufficient.

(ii) *Special Handling*. Customers may request special handling as provided in Sec. 74-35.

(iii) *Additional Container Service*. Collection of trash containers, in addition to those serviced as part of the standard residential service, may be provided at the City's sole discretion, provided that each container shall result in an additional monthly service fee to the customer. In addition to the monthly service fee, customers shall be charged a one-time fee for each trash cart issued to the customer, with the exception of trash

carts replaced by the City due to normal wear and tear which shall be not charged to the customer.

(iv) *Return Trip Fee.* The City's ability to provide residential curbside service is limited by its ability to access the solid waste container. In the event that the City is unable to collect waste because the trash cart is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the City reserves the right to charge an additional fee for any return trip to collect the waste; provided, however, the City must provide documentation in the form of a photograph or video showing that the cart was inaccessible at the time of collection.

(4) *Outside storage of residential solid waste; curbside containers.* All residential solid waste stored outside the residence pending collection shall be placed inside approved containers with lids tightly affixed. Approved containers shall be those issued by the city to residential customers pursuant to this article, designed to be rolled to curbside for periodic collection. All waste must be bagged and placed inside the container. The City reserves the right to charge additional collection charges for overflowing garbage or garbage placed outside of city-issued containers. If necessary, the city may require the customer to obtain extra containers for an additional monthly service fee, plus a one-time container fee, as determined by the current fee schedule in effect at the time such additional cart is provided. All containers shall remain the property of the city. Additionally, in the event a container is lost, stolen or intentionally damaged, the city reserves the right to charge the customer the replacement cost of the container. Except when taken to the curbside for scheduled collection, containers shall be consistently placed against the residence (e.g. at the rear, on the side, in or against the garage, etc.) but outside of fenced enclosures in which animals are kept. Containers shall be used exclusively for the storage and transport of solid waste to the curbside.

(5) *Time and placement of containers.* The container must be placed at curbside after 5:00 p.m. on the night before the scheduled day for collection; for example, if the scheduled day for collection is Monday, containers may be placed at curbside on Sunday evening after 5:00 p.m. The solid waste container should be placed approximately four feet from the edge of the roadway, but not so as to pose a physical or visual obstruction to motorists. All carts shall be placed with the front of the cart squarely facing the roadway, so as to be capable of being picked up by automated collection equipment. Where there is insufficient right-of-way adjacent to the roadway, or other topographical difficulties which make it unreasonable to conform to the general requirements, customers should place their container at a location mutually agreeable to the customer and city. All containers shall be removed from the curbside and returned to a location against the customer's residence no later than 6:30 a.m. following the scheduled day of service. Due to holidays or other unforeseen circumstances, special collection dates will be

announced or published online via the City's website and/or social media and through the local news media where feasible. Customers are encouraged to make suitable arrangements with neighbors or friends to set out and remove their containers from the curbside if absent during the hours specified herein; customers routinely allowing containers to remain at curbside outside of the hours specified shall be deemed to create a nuisance, punishable as a violation of this Code.

(c) *Apartment Service*.

(1) *Applicability.* Apartment service is applicable to downtown lofts or apartments; multi-family apartments with centrally located dumpsters or roll-offs; and multi-family apartments with carts that, in the City's sole discretion, qualify for apartment service but either have no space for dumpsters or have unique property features that necessitate carts.

(2) *Apartment Service Description.* Customers shall be charged a single rate for apartment service which shall include the following:

(i) Dumpster Collection 3-5 times per week, as determined by the city, *or* Cart collection once a week, as applicable;

(ii) Landfill – 1 load per month, provided the load must be no larger than a pickup truck; and

(iii) Transfer Station – 1 load per month, provided the load must be no larger than a pickup truck.

(3) *Return Trip Fee.* The City's ability to provide apartment service is limited by its ability to access the solid waste container. In the event that the City is unable to collect waste because the trash cart, dumpster, or roll-off is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the City reserves the right to charge an additional fee for any return trip to collect the waste; provided, however, the City must provide documentation in the form of a photograph or video showing that the container was inaccessible at the time of collection.

(4) *Special Handling for Multi-family Properties with Apartment Service.* Special Handling may be requested by and billed to the property owner or property manager in accordance with Sec. 74-35.

(5) *Additional Containers.* For apartment service customers with carts, collection of a trash container in addition to the container collected as part of the apartment service, may be provided at the City's sole discretion, provided that each container shall result in an additional monthly service fee to the customer. In addition to the monthly service fee, customers shall be charged a one-time fee for each trash cart issued to the customer, with the exception of trash carts replaced by the City due to normal wear and tear which shall be not charged to the customer.

(6) *Placement of Centralized Dumpsters, Roll-Offs or Compactors.*

(i) *New Multi-Family Development*. Before a building permit may be issued for construction of a new multi-family development and/or before a certificate of occupancy may be issued for a previously vacant multifamily development, plans for the storage and collection of solid waste must be submitted and approved pursuant to City development regulations and in consultation with the City.

(ii) *Existing Multi-Family Development.* Centralized dumpsters, roll-offs, or compactors at existing multi-family developments serviced by the City shall be placed in locations approved by the City. The City reserves the right to discontinue or suspend service if arrangements cannot be made for the safe and effective collection of solid waste on the property.

(d) *Additional Regulations related to Residential Solid Waste Collection.*

(1) *Restrictions on residential solid waste other than household garbage.* Municipal solid waste, other than household garbage, shall not be placed in containers nor mixed with residential solid waste. Cardboard boxes and related shipping materials should be broken down before placing into the container; provided, however, customers may recycle corrugated cardboard (OCC) at the Transfer Station or in any public OCC recycling dumpster within the city. Objects such as broken glass or hypodermic needles that may cause injury to sanitation workers shall be enclosed in nonpermeable containers with lids tightly affixed, before mixing with residential solid waste. Improper disposal of municipal solid waste in violation of this section shall be subject to citation.

(2) *Maintenance of area surrounding container(s).* The area surrounding residential trash carts, dumpsters, and other solid waste containers shall be kept clean and free of litter. Failure to maintain the area surrounding a solid waste container shall be a violation subject to a citation issued against the customer(s), occupant(s), property owner, and/or property manager, as appropriate.

(3) *Cleanliness of containers.* All refuse containers, except single use containers, shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance. If, after notice provided by the city of Griffin, a customer, property owner, or property manager, as applicable, fails to treat the container to address insect infestations within a reasonable period of time not to exceed seven (7) days, the city may issue a citation for violation of this section.

(4) *Dangerous or corrosive materials.* It shall be a violation of this article to place or cause to be placed in any refuse container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind. No person shall place a used lead-acid vehicle battery in mixed municipal solid waste or discard or otherwise dispose of a lead-acid vehicle battery except by delivery to a

battery retailer or wholesaler, to a secondary lead smelter, or to a collection or recovered materials processing facility that accepts lead-acid vehicle batteries. No person shall place lithium-ion batteries in mixed municipal solid waste or discard or otherwise dispose of lithium batteries within the city except by delivery to a battery collection site or household hazardous waste collection facility. Disposal of lead-acid vehicle batteries, lithium-ion batteries, or other dangerous or corrosive materials in violation of this section shall be punishable by a citation, and in addition to any court fines which may be imposed, the city reserves the right to seek restitution for any costs it incurs for the proper disposal of such material and/or any damages to property or equipment caused by the improper disposal of said materials.

(5) *Pet litter, disposable diapers, other similar waste.* Pet litter, disposable diapers and other similar waste must be contained in a securely tied plastic bag before being placed in a refuse container.

(6) *Preparation of municipal solid waste.* All municipal solid waste shall be free of liquid and placed in watertight plastic bags with the tops secured prior to being placed in a refuse container.

(7) *Paint cans.* Paint cans shall be collected if empty or if the paint therein is dry or solidified with sand or pet litter and the cans are placed at the curb with lids off. Cans of paint that contain wet paint that has not been solidified or are capped with a lid will not be collected and placement at the curb shall be considered unacceptable curbside materials subject to a citation.

(8) *Violations.* Failure to properly dispose of municipal solid waste in accordance with this section shall constitute a violation of this article subject to a citation before city of Griffin Municipal Court, punishable by a fine up to $1,000.00 plus restitution, where applicable.

(e) Rates, fees and charges for residential solid waste service. Rates, fees and charges shall be established by resolution of the board of commissioners, provided all rates shall be uniform for the same class of service, and revised by resolution as from time to time required. All rates, fees and charges shall be set forth in a schedule on file in the office of the city manager and available for public inspection and copying.

Sec. 74-34. Collection of yard waste from residential curbside service customers.

(a) *Applicability; yard waste collection service description.* All residential curbside service customers are entitled to biweekly collection of one yard waste load, provided the customer disposes of the yard waste in accordance with the regulations set forth in this Section. Yard Waste is a part of the residential curbside service only. No residential curbside service customer shall be exempt or receive any off-set in their service rate by reason of failure or refusal to utilize yard waste services as provided by the city.

(1) *Exclusions.*

(i) Residential curbside service customers who improperly dispose of yard waste in violation of this Section such that the load is ineligible for yard waste collection must request special handling for collection of the ineligible waste in accordance with Sec. 74-35.

(ii) All customers other than those receiving residential curbside service must request special handling for collection of yard waste material in accordance with Sec. 74-35.

(b) *Yard waste not to be mixed with municipal solid waste.* It shall be unlawful to place or mix yard waste, as defined by this article, with other municipal solid waste within a container intended for storage and collection of residential solid waste.

(c) *Regulations on yard waste.* Any yard waste piles or loads that do not conform with the following regulations may be deemed ineligible for yard waste collection, and the city reserves the right to refuse collection and/or require special handling of loads that are ineligible for yard waste collection.

(1) *Eligible yard waste load defined.* For purposes of this article, one yard waste load shall consist of a pile approximately eight feet by four feet by four feet in height. Bagged leaves and grass clippings will be excluded from the measurement of loads. Unbagged leaves will be included in the measurement of loads. Yard waste piles larger than one load shall be ineligible for yard waste collection and should be collected through special handling, following a request initiated by the customer. Stumps are ineligible for yard waste collection and must be collected via special handling. Yard waste placed in a plastic bag, trash bag or any other non-biodegradable container is ineligible for yard waste collection and must be collected via special handling. Eligible yard waste loads shall also conform to the following:

(i) Limbs and branches shall be separated from grass clippings and leaves, and no other debris (such as rocks, wood, pieces of wire, steel or concrete) shall be mixed with or concealed under grass clippings or leaves. No wire or fencing of any kind will be handled for collection.

(ii) Limbs should be cut into lengths of no more than eight feet and shall be smaller than six inches in diameter, placed with the cut end toward the street.

(iii) All grass clippings must be placed in biodegradable bags, and leaves may be placed in biodegradable bags.

(2) *Placement of yard waste load for collection.* Yard waste shall be placed on the right-of-way, in front of the residence, within approximately four feet of the roadway, provided no yard waste shall be placed so as to physically protrude into the roadway or visually obstruct any motorist. No yard waste shall be placed at a location where it is likely to wash or blow into the roadway, into a storm drain, or

on or near fire hydrants, water meter boxes, mail boxes, utility poles or guy wires, in such manner as to obstruct access to the waste to be collected or to obstruct the function of the object.

Sec. 74-35. Unacceptable curbside materials; residential and commercial; special handling; roll-off service.

(a) Commercial contractors, vendors, and residents are required to properly dispose of appliances, construction materials, carpets, mattresses, box springs, furniture, trees, stumps, fencing, wire, scrap tires, lead-acid vehicle batteries, large automobile parts, lithium-ion batteries and other similar items. It is the responsibility of the prime contractor, and upon his failure to act, of the property owner, occupant, and/or property manager, as applicable, to keep private property free of waste, debris, and litter during new construction or during remodeling, repair and landscaping. It shall be unlawful for any person to place these items at curbside, except for special handing under prior agreement with the city.

(b) Liquid wastes, such as oils, paints, gasoline, and chemicals, shall not be mixed with municipal solid wastes and shall not be collected and handled by city employees. It is the responsibility of every occupant, owner, and/or manager of property, as applicable, within the city to dispose of such waste in a proper manner, by lawful means. It shall be unlawful for any person to pour or introduce liquid wastes into a sanitary or storm sewer or drain.

(c) Appliances, including commercial refrigeration and air conditioning units, will not be handled or collected by the city unless special handling arrangements have been made, in advance, and required fees paid. It shall be unlawful to place these items at curbside, unless instructed to do so by the city.

(d) The city shall not be responsible for collecting or hauling discarded building material, dirt, rock, or discarded furniture and appliances from private property, nor shall it be responsible for collecting or hauling trees, bushes, or other vegetation generated by commercial tree trimmers, landscapers or building contractors.

(e) Lithium-ion batteries shall not be mixed with municipal solid wastes and shall not be collected and handled by solid waste department employees. It is the responsibility of every owner of property within the city to dispose of such waste in a proper manner, by lawful means.

(f) *Special Handling.* The city reserves the right not to collect or handle solid waste and other matter except in accordance with this article. Customers may request special handling and collection of unacceptable curbside materials, including but not limited to bulky items, appliances, furniture, stumps, ineligible yard waste loads, or other municipal solid waste requiring special handling. The city will, in its sole discretion, determine if such material is eligible for special handling collection, and if collected, a special handling fee will be assessed for each pickup, the amount of which will be based on the size of the load. Waste disposed of in this manner will not be handled or collected unless

special handling arrangements have been made in advance. If the property owner, occupant, and/or property manager, as applicable, does not have a customer service account related to the property, the special handling fees must be paid in advance of pickup. It shall be a violation of this chapter to dump waste in the right-of-way without making arrangements for special handling.

Whenever waste is placed or left in the right-of-way in violation of this article, the city shall provide notice to the occupant, owner, and/or manager of the property, delivered by mail at the address listed on the most recent tax digest and/or posted to the property, ordering the removal and proper disposal of the waste. If the conditions on the property are not corrected within two (2) calendar days after the date on the notice, the city may remove the waste and assess a special handling fee charged to the customer's account or as restitution in court, as applicable, which fee shall be in addition to any fine imposed under this article upon conviction for its violation; provided, however, nothing herein shall prevent the city from immediately removing unacceptable curbside materials without prior notice, issuing a citation the violation, and assessing the applicable special handling fee when, in the city's sole discretion, the materials pose an imminent nuisance or danger to public safety.

(g) *Special Handling Fees.* A minimum special handling fee shall be set forth in the schedule of fees and charges, per load. The total Special handling fee shall be assessed based upon the size and weight of the collection load, manpower used in removal, and any handling, hauling, or disposal fees.

(h) *Roll-Off Service.* The city, at its discretion, may provide roll off dumpster service whereby customers may request the delivery of a roll-off container for large disposal volumes. Based on the current schedule of rates and fees, customers shall pay a base rate for the container up to a specified tonnage, and any additional tonnage amount over the permitted base rate shall be assessed as an additional tonnage fee. Customers shall agree to pay the city the actual costs for disposal.

Sec. 74-36. Commercial and industrial solid waste collection.

(a) *Regular solid waste collection services required.* All commercial and industrial generators of solid waste within the city are responsible for assuring the safe handling, storage and collection of waste from their premises by either the City of Griffin or an approved hauler or collector; provided, however, that the city reserves the right, in its sole discretion, to refuse service to commercial entities where it is not in the city's best interest to provide solid waste service to the entity. In accordance with the intent of this Chapter, the city reserves the right to demand documentation demonstrating an entity's retention of commercial solid waste management service. Failure to arrange for or retain commercial solid waste handling and collection service by the city or a private contractor, approved to collect and haul solid waste within the City of Griffin in accordance with this Chapter, shall be a violation of this section, subject to a citation before the City of Griffin Municipal Court, punishable by a fine in an amount not to exceed $1,000.00 for each week in which services are not retained. Furthermore, dumping or disposal of commercial solid waste in a residential container or any

other container other than that approved by the City of Griffin for disposal by a specific business shall also be a violation of this Chapter. For purposes of this article, all mixed-use developments shall be considered as commercial customers, unless a majority of the usable square footage, exclusive of parking and service areas, is devoted to residential use. The city can provide regularly scheduled collection and handling services for all commercial and industrial customers, except for the handling of hazardous constituents. Such services are available in accordance with the classification and fee schedule. Commercial and industrial customer seeking service are expected to enter into written service contracts with the city and abide by the regulations for such service.

(b) *Commercial Curbside Service.*

(1) *Applicability*. Commercial curbside service is available for business entities that, in the city's sole discretion, are classified as light commercial entities and utilize trash carts for waste disposal. Commercial curbside service customers must be accessible by our residential collection trucks.

(i) *Exclusion.* This service is not available to commercial customers that are inaccessible to residential collection trucks and customers located in the downtown service area or for any other property or area where trash carts are not permitted.

(2) *Commercial Curbside Service Description*. Customers shall be charged the commercial curbside service rate per collection. Each container, provided only at the discretion of the city, shall be deemed a collection.

(3) *Add-On Services for Commercial Curbside Service*.

(i) *Special Handling*. Customers may request special handling as provided in Sec. 74-35. Commercial curbside service does not include regular yard waste collection; instead, commercial curbside customers must make a special handling request for yard waste, the price of which is determined by the size of the yard waste pile.

(ii) *Return Trip Fee.* The city's ability to provide commercial curbside service is limited by its ability to access the solid waste container(s). In the event that the city is unable to collect waste because the trash cart is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the city reserves the right to charge an additional fee for any return trip to collect the waste; provided, however, the city must provide documentation in the form of a photograph or video showing that the cart was inaccessible at the time of collection.

(4) *Outside storage of commercial curbside solid waste; curbside containers.* All commercial curbside solid waste stored outside the business pending collection shall be placed inside approved containers with lids tightly affixed. Approved

containers shall be those issued by the city to commercial curbside customers pursuant to this article, designed to be rolled to curbside for periodic collection. All waste must be bagged and placed inside the container. The city reserves the right to charge additional collection charges for overflowing garbage or garbage placed outside of city-issued containers. If necessary, the city may require the customer to obtain extra containers for an additional monthly fee, as determined by the current fee schedule in effect at the time such additional cart is provided. All containers shall remain the property of the city. Additionally, in the event a container is lost, stolen or intentionally damaged, the city reserves the right to charge the customer the replacement cost of the container. Except when taken to the curbside for scheduled collection, containers shall be consistently placed against the business. Containers shall be used exclusively for the storage and transport of solid waste to the curbside.

(5) *Time and placement of containers.* The container must be placed at curbside after 5:00 p.m. on the night before the scheduled day for collection; for example, if the scheduled day for collection is Monday, containers may be placed at curbside on Sunday evening after 5:00 p.m. The solid waste container should be placed approximately four feet from the edge of the roadway, or on any other area of the property approved by the city, but not so as to pose physical or visual obstruction to motorists. All carts shall be placed with the front of the cart squarely facing the roadway, so as to be capable of being picked up by automated collection equipment. Where there is insufficient right-of-way adjacent to the roadway, or other topographical difficulties exist which make it unreasonable to conform to the general requirements, customers should place their container at a location mutually agreeable to the customer and city. All containers shall be removed from the curbside and returned to a location against the customer's business no later than 8:00 a.m. following the scheduled day of service. Due to holidays or other unforeseen circumstances, special collection dates will be announced or published online via the city's website and/or social media and through the local news media where feasible. Customers are encouraged to make suitable arrangements to set out and remove their containers from the curbside if absent during the hours specified herein; customers routinely allowing containers to remain at curbside outside of the hours specified shall be deemed to create a nuisance, punishable as a violation of this Code.

(c) *Downtown Commercial Service.*

(1) *Applicability.* Downtown commercial service is available for business entities that, in the city's sole discretion, are located in the downtown solid waste service area where trash carts are not permitted and do not require a private dumpster/standard commercial service.

(i) *Exclusions.* Downtown lofts/apartments are not subject to this service; instead, downtown lofts/apartments and residences shall be charged for

residential apartment service. The city reserves the right to require or permit a business within the downtown service area to utilize standard commercial service when either the volume of waste produced by the business or the unique features of the business or the property on which it operates necessitate a private dumpster; provided, however, any downtown business that is permitted or required to utilize a private dumpster shall pay the applicable standard commercial service rate rather than the downtown commercial service rate.

(2) *Downtown Commercial Service Description.* Downtown commercial service customers shall be classed accordingly, provided that the city shall make the final determination based on the business description and actual operations:

(i) *Tier 1*: Businesses that do not serve or manufacture food or alcohol, excluding places of assembly

(ii) *Tier 2*: Places of assembly; restaurants, bars, or any businesses licensed to sell alcohol or handle food that, on average, manufacture, serve, or are open for one meal/shift per day

(iii) *Tier 3:* Restaurants, bars, or any businesses licensed to sell alcohol or handle food that, on the days when they operate, serve or are open for more than one meal/shift per day

(3) *Obstruction of solid waste containers.* The city's ability to provide downtown commercial service is limited by its ability to access the solid waste container. It shall be a violation to obstruct a solid waste container or otherwise park in an area that prevents the city from collecting the waste, punishable by a citation; provided, however, the city must provide documentation of the party responsible for the obstruction and photo or video evidence showing that the container was inaccessible at the time of collection. Regardless, while the city will arrange to return to attempt collection at a later time, no downtown commercial customer shall be relieved from paying the solid waste handling fees if the city is ultimately unable to access the container for collection.

(4) *Assigned dumpsters.* The city shall assign a specific, serialized dumpster or roll-off for use by the customer. Customers shall only utilize the solid waste container to which they are assigned.

(d) *Standard Commercial Service.*

(1) *Applicability*. Standard Commercial Service is available for commercial entities that qualify for private or shared dumpster or roll off collection; including, when approved at the sole discretion of the city, certain entities located in the downtown service area permitted or required to utilize private dumpsters and/or owners or property managers of multi-family apartment complexes to which the apartment service is not applicable.

(2) *Standard Commercial Dumpster Service Description & Rate Determination.* Standard commercial service provides dumpster or roll-off collection, but the level of service varies based on the customer's collection need (i.e. volume of solid waste and frequency of collection). The rate and level of service are determined using the following process:

(i) The customer must request service and estimate of its collection need;

(ii) The city, in its sole discretion, will determine the customer's final collection need (e.g. container size and frequency of collection) by evaluating the following factors:

(A) The customer's description of the business and estimated collection need;

(B) The volume of solid waste produced by similar businesses in the city and frequency of collection;

(C) If available, the volume of solid waste actually or historically produced by the customer and its present or historical frequency of collection;

(D) Any other factors which may impact or speak to the customer's unique collection need, including, if applicable, neighborhood complaints or nuisance concerns; and

(E) The city's collection schedule and/or service capability based on equipment and manpower.

(iii) The city shall identify the customer's rate from the approved rate schedule based on the determined collection need;

(iv) The city shall determine, in its sole discretion, whether the customer is required to share a dumpster or roll-off container or will be assigned a private dumpster based on evaluation of the following factors:

(A) Business type (e.g. restaurants often require their own dumpsters);

(B) Space and placement options for solid waste container(s) at or around the business and accessibility for collection; and

(C) Whether the surrounding businesses utilize a private collector or the City of Griffin for solid waste collection services.

(v) The city shall assign a specific, serialized dumpster or roll-off for use by the customer.

(3) *Additional regulations for standard commercial service.*

(i) *Required containers or service type.* The city reserves the right to require standard commercial service customers to utilize a private dumpster specific to that business or to share a dumpster.

(ii) *Private dumpsters.* In the event the customer utilizes a private dumpster, the customer may lock the dumpster provided that the customer must supply the lock and must arrange for the dumpster or enclosure to be unlocked at the time of collection.

(iii) *Shared dumpsters.* Rates for standard commercial service are determined based on collection need (i.e. estimated volume of solid waste production), not actual container size, and rates and charges are uniform for businesses with same collection need. No customer shall be exempt or relieved from payment of any portion of the solid waste collection and handling fee(s) by reason of sharing a dumpster or failing or refusing to receive or utilize services as provided by the city.

(iv) *Assigned dumpsters.* The city shall assign a specific, serialized dumpster or roll-off for use by the customer. Customers shall only utilize the solid waste container to which they are assigned.

(4) *Obstruction of solid waste containers.* The city's ability to provide standard commercial service is limited by its ability to access the solid waste container. It shall be a violation to obstruct a solid waste container or otherwise park in an area that prevents the city from collecting the waste, punishable by a citation; provided, however, the city must provide documentation of the party responsible for the obstruction and photo or video evidence showing that the container was inaccessible at the time of collection. Regardless, while the city will arrange to return to attempt collection at a later time, no standard commercial customer shall be relieved from paying the solid waste handling fees if the city is ultimately unable to access the container for collection.

(i) *Return Trip Fee.* The city's ability to provide commercial curbside service is limited by its ability to access the solid waste container(s). In the event that the city is unable to collect waste because the trash cart is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the city reserves the right to charge an additional fee for any return trip to collect the waste; provided, however, the city must provide documentation in the form of a photograph or video showing that the cart was inaccessible at the time of collection.

(e) *Industrial Service.*

(1) *Applicability*. Industrial service is applicable to customers who produce industrial solid waste and have a service contract with the city defining the collection need, schedule for collection, and rate of service. For purposes of this Chapter,

industrial solid waste shall mean solid waste generated by manufacturing or industrial processes or operations. Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer and agricultural chemicals; iron and steel products; leather and leather products nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment.

(i) *Exclusions.* Industrial service is not applicable to entities that generate mining waste or gas waste, nor is it applicable to generators of hazardous waste regulated under O.C.G.A. § 12-8-60 et seq., the "Georgia Hazardous Waste Management Act."

(2) *Industrial Service Description.* Industrial solid waste collection service shall be specific to the customer's needs, determined based on collection need, schedule, and type of industrial waste to be collected; provided, however, that the terms of the service, including the rate, shall be described in a service contract executed by the city and the customer.

(f) *Other Regulations related to the collection of commercial and industrial solid waste.*

(1) *Special waste handling.* Before the city collects or handles any special waste, the generator must complete a manifest, approved by the city. The city manager, or designee, shall inspect the waste and may cause testing thereof where, in their sole discretion, it is reasonably necessary to assure safe and proper handling and disposal of its constituents. The cost of testing shall be included in the special handling fees and charges imposed upon the generator. Prior to collection, the generator shall follow all special handling procedures set forth in writing by the city, including provisions for segregation of special wastes from the municipal solid waste stream, special containerization, etc. The generator shall cooperate with the city, as reasonably requested, concerning general waste information, physical waste characteristics, and available laboratory analysis. All laboratory analyses provided to the city shall be certified by the generator, under oath, as accurate and truthful.

(2) *Reporting of suspicious loads.* In the handling of special wastes, should inspection reveal suspicious contents, the city shall have the right to refuse collection until testing proves the waste acceptable for collection and handling. Should evaluation reveal that prohibited wastes are present in the load, the state environmental protection division will be contacted and a record of the incident recorded in the city's solid waste operations log. No load containing known prohibited waste will be collected or transported by the city.

(3) *Prohibited wastes.* The city shall not empty or collect a commercial or industrial refuse container that contains any of the following items:

(i) Large household or industrial appliances;

(ii) Furniture and wooden crates;

(iii) Scrap tires and heavy motor vehicle parts such as engines and transmissions;

(iv) Liquids, including paint, cooking oil and motor vehicle fluids and lubricants;

(v) Logs or limbs over eight feet in length or six inches in diameter;

(vi) Bed springs and mattresses;

(vii) Rocks, dirt, bricks, concrete, stone, plaster, sheetrock, roofing or other similar materials;

(viii) Uncontainerized refuse, such as lumber that protrudes from the container or refuse placed on top or in front of the container;

(ix) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries.; or

(x) Yard waste.

(4) *Containers and equipment.* Standardized commercial containers, including roll-off boxes, may be furnished by the city as part of the services covered by this section. The city reserves the right to determine the location of each container, including the right to require joint usage by more than one customer where feasible. Customer-owned and maintained compactors are encouraged and the city and building official can furnish specifications for installation of compactors with city containers. All new customers shall consult with the city in the design and development of commercial and industrial sites to assure access and compatibility of city-owned equipment.

(5) *Arrangements for storage of refuse and location of containers; approval required.* It shall be the responsibility of each commercial or industrial customer to provide adequate containers for storage of its own waste. Before a building permit shall be issued for construction of a commercial or industrial establishment, arrangements for the storage of refuse shall be approved by the city.

(6) *Location.* Commercial or industrial refuse containers at existing establishments serviced by city collection vehicles shall be placed at locations approved by the city for collection. The city shall not collect refuse from commercial or industrial customers unless it is placed in commercial containers, properly located, except where space or other limitations dictate other arrangements which shall be specifically approved by the city.

(7) *Determination of fees.* Fee schedules, as from time to time amended, shall be maintained in the city manager's office and available for public inspection.

(8) *Authorization of city manager, or designee, to promulgate rules.* The city Manager, or their designee, is hereby delegated the authority to promulgate regulations governing operations servicing commercial and industrial customers. Such regulations, as from time to time amended, shall be available for public inspection.

(9) *Responsibility of owner to remove waste; removal by city.* Whenever the owner, occupant, and/or other person or entity responsible for the care and maintenance of any property within the city permits solid waste to accumulate upon its premises, and the removal thereof is not part of the regular services offered by the city hereunder, it shall be the duty of the owner, occupant, and/or other person or entity responsible for the care and maintenance of the property, as applicable, to cause the removal and proper disposal of such waste. Whenever waste accumulates in violation of this article, the city shall provide notice to the occupant, owner, and/or manager of the property, as applicable, delivered by mail at the address listed on the most recent tax digest and/or posted to the property, ordering the removal and proper disposal of the waste. If the conditions on the property are not corrected within two (2) business days after the date on the notice, the city may remove the waste and assess a special handling fee charged to the customer's account or as restitution in court, as applicable, which fee shall be in addition to any fine imposed under this article upon conviction for its violation; provided, however, nothing herein shall prevent the city from immediately removing unacceptable or accumulated waste without prior notice, issuing a citation for the violation, and assessing the applicable special handling fee when, in the city's sole discretion, the materials pose an imminent nuisance or danger to public safety.

Sec. 74-37. Landfill dumping fees; use of landfill.

(a) There is hereby levied and imposed a fee on all users of the city construction and demolition disposal facility (landfill) at a rate per ton, or portion thereof, plus a surcharge per ton, or portion thereof, as set forth in the schedule of fees and charges approved by the board of commissioners. Charges shall be prorated based upon actual weight; provided, however, the minimum charge (regardless of weight) shall be as set forth in the schedule of fees and charges per vehicle load.

(1) As part of their monthly service package, residential curbside and apartment service customers shall be exempt from the above-referenced fee for one (1) load per month, provided the load must be no larger than a pickup truck. All subsequent waste disposed of at the landfill in the same month shall be subject to landfill dumping fees. In order to utilize this service, the person disposing of the waste at the landfill must be listed on the utility account, or have a fully executed power of attorney, and must produce identification for verification by the city.

(b) For purposes of this section, the following regulations shall apply:

(1) All vehicles transporting construction and demolition waste or yard waste into the landfill must stop at the designated checkpoint for inspection and weighing. The city reserves the right to request identification at the designated checkpoint. The city Manager, or their designee, shall be authorized to reject any material not permitted for disposal under the city's solid waste handling permit, as amended from time to time by the state environmental protection division. The determination of the City Manager, or designee, as to acceptability of wastes handled shall be final. Tires will not be accepted at the landfill. Yard waste shall not be placed in or mixed with other construction and demolition waste, and in the discretion of the City Manager or their designee, may be banned altogether. The city reserves the right to reject any and all parts of any load mixed with nonacceptable wastes or materials.

(2) The City Manager, or their designee, shall specify the area for dumping of wastes. Vehicles shall proceed to that point directly, and after depositing their load shall return promptly to the checkpoint.

(3) All vehicles shall be weighed before leaving the landfill, after dumping their loads and the charge calculated. Payment shall be made before the vehicle departs, unless credit arrangements have been made in advance with the city

(4) The City Manager, or designee, is hereby authorized to promulgate regulations governing landfill usage, in accordance with applicable law and this article.

(5) It shall be an offense against the city, punishable before the municipal court, for any person to enter the landfill or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished by a minimum fine of $500.00 and/or imprisonment for a period not to exceed six months, plus restitution, as applicable; provided, however, that nothing herein shall prevent the city from pursuing criminal charges under state law where applicable.

(6) All vehicle loads entering the landfill shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law.

Sec. 74-38. Use of transfer station; fees and charges.

(a) As part of their monthly service package, residential curbside and apartment service customers shall be exempt from transfer station fees for one (1) load per month, provided the load must be no larger than a pickup truck. All subsequent waste disposed of at the transfer station in the same month shall be subject to transfer station dumping fees; provided, however, residential curbside and apartment service customers shall be permitted to recycle loads of uncontaminated old corrugated cardboard (OCC) at the transfer station without charge. In order to utilize this service, the person disposing of the

waste at the transfer station must be listed on the utility account, or have a fully executed power of attorney, and must produce identification for verification by the city.

(b) Commercial businesses and industries located within the city and all other nonresidents may dispose of materials at the city transfer station at a rate per ton, or portion thereof, plus a surcharge per ton, or portion thereof, where applicable, as set forth in the schedule of fees and charges approved by resolution of the board of commissioners. Charges shall be prorated based upon actual weight; provided, however, the minimum charge (regardless of weight) shall be as set forth in the schedule of fees and charges per vehicle load. Commercial waste haulers may receive negotiated rates upon executing a contract with the city.

(c) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries, hazardous wastes, medical wastes, and toxic wastes shall not be accepted at the city transfer station.

(d) The City Manager, or designee, is hereby authorized to promulgate regulations governing transfer station usage, in accordance with applicable law and this article.

(e) It shall be an offense against the city, punishable before the municipal court, for any person to enter the transfer station or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished by a minimum fine of $500.00 and/or imprisonment for a period not to exceed six months, plus restitution, as applicable; provided, however, that nothing herein shall prevent the city from pursuing criminal charges under state law where applicable.

(f) All vehicle loads entering the transfer station shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law.

Sec. 74-39. Tire disposal regulations.

(a) This section is enacted for the purpose of promoting the health, safety, and general welfare of the citizens of the city by providing for the orderly and safe disposal of scrap tires. The improper handling of scrap tires by any person within the city is hereby deemed to constitute a public nuisance.

(b) The city will not collect or dispose of any scrap tires found on public or private property, except in strict accordance with this section. It shall be a violation of this article for any person to store any scrap tires on residential property, to leave tires exposed in residential areas, or to willfully discard or place tires on private property and public rights-of-way.

(c) No person may dispose of scrap tires in a municipal solid waste landfill or inert landfill.

(d) All tire retailers and retreaders shall accept scrap tires from any person for disposal and be responsible for the proper handling, storage and disposal of scrap tires in accordance with state law. Purchasers of new or used tires should leave used scrap tires with the tire retailer or retreader for handling and disposal.

(e) All persons engaged in scrap tire handling within the city shall do so in strict compliance with the requirements of O.C.G.A. § 12-8-20, et seq., and chapter 391-3-4-19, Rules of Solid Waste Management, as applicable to scrap tires.

(f) Scrap tire generators, carriers, and sorters must maintain disposal records and shall make such records available to the city, immediately upon request.

(g) The city shall provide information to its citizens and educate customers on the proper manner for disposing of scrap tires and shall identify carriers that have been permitted to transport scrap tires.

(h) In addition to and supplementary of the provisions of section 74-76, abatement of any nuisance created by improper handling of scrap tires or scrap tire materials shall be as follows:

(1) The city may abate as a nuisance any threat or potential threat to public health or the environment created or which could be created by scrap tires or other scrap tire materials by removing or processing the scrap tires or other scrap tire materials. Before taking any action to abate the threat or potential threat, the city shall give any person having possession or control of the scrap tires or materials, or owning, occupying, or managing the property upon which scrap tires or materials are located, reasonable written notice of the city's intentions and ordering the responsible party to abate the threat or potential threat in a manner approved by the city. For purposes of this section, reasonable notice shall be two calendar days if personally served, and five business days if served by U.S. mail, in a properly addressed envelope with adequate postage thereon; provided, however, that the City may abate the threat without prior notice if, in the city’s sole discretion, the material poses an imminent threat to health and human safety such that emergency action is necessary to abate the immediate safety concerns.

(2) Whenever the city has reason to believe that a violation of any provision of this section has occurred, he shall attempt to obtain a remedy with the violator or violators (including any scrap tire generator known to have contributed to the violation) by conference, conciliation, or persuasion. In the case of failure of such conference, conciliation, or persuasion to affect a remedy to such violation, the City Manager, or designee, shall issue a sanction to such violator or violators. The sanction shall specify the provisions of this section or rule or regulation alleged to have been violated and shall require that necessary corrective action be taken within a reasonable time to be prescribed. Any sanction issued under this section shall be signed by the City Manager and served upon the violator(s) by means most likely to afford notice. Any such sanction shall become final unless the person or persons named therein requests in writing an administrative hearing before the municipal court judge no later than ten (10) days after such sanction is served on such person or

persons. The decision of the municipal court judge, made following an administrative hearing and order, shall be final.

(3) If the responsible party refuses or is unwilling to comply with such sanction or if no person who has contributed or is contributing to the scrap tires or scrap tire materials which are to be abated can be found, the city may undertake the cleanup of the site.

(4) The city or its contractors may enter upon private property at any reasonable time and in such manner as deemed necessary to investigate and effectuate the necessary corrective action to protect human health and the environment.

(5) The city shall not be responsible for any loss of business, damages, or taking of property associated with the corrective action made pursuant to this section.

(6) The city may bring an action or proceeding against the property owner or any person having possession or control of the scrap tires or other scrap tire materials to enforce the administrative order issued and to recover any reasonable and necessary expenses incurred by the city, including administrative and legal expenses. The city's certification of expenses shall be prima facie evidence that the expenses are reasonable and necessary. Notwithstanding any other provision of this section, any generator of scrap tires who is identified as being a contributor to the materials which are the object of the abatement and who can document that he has fully complied with this part and all rules promulgated pursuant to this part in disposing of such scrap tires shall not be liable for any of the cost of recovery actions of the abatement.

(7) This section is enacted pursuant to the general assembly's express provision contained in O.C.G.A. § 12-8-40.1(i)(6), granting municipalities authority to abate or clean up scrap tires which are a threat or potential threat to human health.

Secs. 74-40—74-74. Reserved.

ARTICLE III – COLLECTION OF RECYCLABLE MATERIALS

Sec. 74-75. Intent; policy declared.

The City of Griffin Board of Commissioners hereby finds that it in order to meet the state's goal of solid waste reduction it is in the best interest of all the citizens of the City of Griffin, in order to promote the health, safety, welfare and of all the citizens in the city, to recycle, reduce and reuse as many waste materials as possible in order to eliminate the accumulation of litter and garbage and solid waste material within the city and reduce the overall amount of solid waste which must be properly disposed of upon pickup by city employees. Therefore, it is the policy of the City of Griffin Board of Commissioners to encourage all generators of solid waste to recycle according to this article by sorting and delivering corrugated cardboard (OCC) to the transfer

station and delivering other recyclable materials to a processor of their choice that accepts the material.

Sec. 74-76. Residential recycling options; OCC only.

(a) *Recycling at the transfer station.* All residential solid waste customers are encouraged to sort, prepare, and dispose of corrugated cardboard (OCC) at the transfer station rather than disposing of it in the customer's solid waste container. Recycling is market-driven, and end users often require large volumes of recyclable materials before the material will be accepted. In order to preserve space for recyclable corrugated cardboard, the transfer station does not accept other types of materials. The city will endeavor to find end users for the recycled OCC; provided, however, that recycled material that is either contaminated or otherwise not acceptable for processing due to its condition may be sent to the landfill rather than sent for processing. Nothing herein shall be construed to limit the right of any individual, organization or other entity to donate any recyclable material for proper disposal elsewhere, provided such disposal does not violate any laws or this article.

(b) *Recyclable materials; OCC only.* Corrugated cardboard (OCC) that is uncontaminated and has recyclable potential may be diverted from the waste stream by sorting, preparing, and recycling at the transfer station. Residential customers may also dispose of recyclable corrugated cardboard (OCC) at any OCC recycling dumpster located throughout the city. The city will not accept OCC that has been comingled (mixed) with household garage, and OCC must be prepared and flattened for recycling prior to disposal at the transfer station. The city may, from time to time, modify the list of recyclable materials and provide notice of any modifications to customers.

(c) *Preparation of OCC; Unacceptable material.* All recyclable materials used in the storage and transportation of food shall be clean and free of any food items. OCC that is unacceptable due to contamination from food or liquids, hazardous materials, or have no value to be recycled include, but are not limited to, fast food containers and pizza boxes. The city will not accept OCC that has been comingled (mixed) with household garage, and OCC must be prepared and flattened for recycling prior to disposal at the transfer station.

(d) *Scavenging.* It shall be unlawful for any person to scavenge or remove recyclable materials from the solid waste containers which have been properly placed at the curb for collection.

Sec. 74-77. Commercial recycling, policies and reporting requirements.

(a) *Commercial recycling of old corrugated cardboard containers.* All commercial waste generators within the city shall be required to recycle old corrugated cardboard containers (OCC). OCC shall not be disposed of in the generator's solid waste container. OCC shall be separated and properly recycled. Commercial generators may provide their own bailers or containers to store and collect OCC. Arrangements for storage, collection, and recycling of OCC shall be made with and approved by the city.

(b) *Private haulers.* Commercial waste generators within the city that use a private hauler for storage, collection and disposal of their waste shall be required to recycle OCC. Private haulers are required to report the amount of OCC recycled to the city at the end of every quarter and a yearly total at the end of each calendar year. It shall be a violation of this section for any private hauler not to report the amount of OCC recycled and disposed of OCC by a commercial generator within the city.

(c) *Reporting recycled OCC.* Commercial generators who choose to use a private hauler or bail their own OCC shall report the amount OCC recycled to the city at the end of every quarter and a yearly total at the end of each calendar year. It shall be a violation of this section for any commercial generator not to report the amount of OCC recycled.

(d) *Handling of OCC.* Commercial generators recycling OCC must dispose of said product in proper containers or bails. All boxes shall be broken down flat and placed in recycling containers or crushed and bailed. No boxes shall be placed on the ground or on the floor of container pads. All OCC shall be dry and free of other waste materials. All OCC that is contaminated by food waste or other means shall be properly disposed of in the generator's solid waste container.

(e) *Violations*. Violations of this section shall be punishable by a citation in municipal court with a maximum fine of $1,000.00 for each violation.

Secs. 74-78—74-99. Reserved.

ARTICLE IV. OTHER COLLECTION SERVICES

Sec. 74-100. Collection of solid waste from county residents.

(a) Where logically feasible, the city may provide solid waste services to Spalding County residents or entities. However, it shall be at the discretion of the city manager, or designee, to determine where services can be provided.

(b) County residents that are within the established service routes of the city's collection areas will receive once-per-week service. County residents are not eligible for yard waste collection or free monthly dumping at the landfill as part of the residential curbside or apartment service.

(c) Current city rates will apply and billing for solid waste service will appear on the customer's monthly utility bill.

(d) Containers for solid waste must be furnished by the city, and all applicable fees and replacement costs shall apply. County residents or entities who utilize the services of the city solid waste division shall execute a contract for service agreeing to comply with all current regulations set forth in this article.

Secs. 74-101—74-119. Reserved.

ARTICLE V – PRIVATE COLLECTORS; PERMITTING; TRANSPORTATION AND DISPOSAL OF WASTE

Sec. 74-120. Franchise agreement and permit required for private collectors.

(a) All solid waste generated or otherwise found within the City of Griffin, Georgia, shall either be collected:

(1) By the city or its designees, or

(2) By persons or entities holding valid collector permits for such activity, granted in accordance with this article, which shall serve as a franchise agreement. Each such collector permit shall expire on December 31 of the calendar year in which the initial permit is issued pursuant to this article. Any collector permit holder desiring to renew an existing permit shall complete and submit to the city the application described in section 74-121 not more than 90 days nor less than 60 days before the expiration date thereof. A collector permit issued pursuant to the provisions of this article shall be a mere grant or privilege to carry on the business during the term of such permit and subject to all terms and conditions imposed by this article and related laws and other ordinances and resolutions of board of commissioners of the City of Griffin, Georgia.

(i) Collector permits are required for commercial collectors/haulers.

(b) No person or entity shall engage in the business of collecting, transporting, delivering or disposing of municipal solid waste generated by another person within the City of Griffin without first obtaining a collector permit. Nothing herein shall be construed as an attempt or authorization to promulgate rules regulating the fees charged by private solid waste or recycling collectors or haulers.

(c) This article shall not be construed to require a permit for the transportation of waste through the city, so long as such waste was not generated within the borders of the City of Griffin.

Sec. 74-121. Collector permit application, issuance, and appeal procedures; fees.

(a) Each collector operating within the city must submit an application for a collector permit to the city on a form approved by the city manager. The applicant shall, under penalty of perjury, certify that all information contained in the permit application and all information submitted in connection with the permit application is true and correct. At a minimum, the application for a collector permit shall require a collector to provide the following information:

(1) The name, address and telephone number of the applicant.

(2) A list of all vehicles proposed to be used in the City of Griffin, Georgia, for the purpose of collecting solid waste, including the following information for each vehicle:

(i) The state motor vehicle registration number;

(ii) Description of chassis by year and manufacturer;

(iii) Description of the body by year and manufacturer;

(iv) The legal weight limit;

(v) The volume of the body of the vehicle in cubic yards; and

(vi) A certification by the collector that it maintains motor vehicle liability insurance coverage for each vehicle in an amount not less than the minimum coverage required under Georgia law.

(3) A list of the area or areas served by the vehicles listed in the permit application. The applicant is obligated to notify the city of changes to the list within ten days.

(4) A list of all contracts and agreements covering the collection of solid waste generated within the city. This list shall include the name(s) of the parties to the contract or agreement, the term of the contract and the termination date of the contract, and the name(s) of any disposal location(s) specified in the contract or agreement.

(5) A copy of the notification required by O.C.G.A. § 391-3-4.06(2) solid waste management (permit by rule for collection, transportation, processing, and disposal).

(6) Any additional data and information deemed necessary by the city, the city manager, or any of his or her designees in order to verify the accuracy of information contained in the permit application forms and attendant documents.

(b) The collector permit fee shall be established by the present schedule of rates and fees, per collector payable to the city at the time the initial permit application is filed and at the time each renewal application is filed thereafter; provided, however, that the permit fee required hereunder shall be waived for the City of Griffin, Georgia. The fee imposed by this section is intended to cover the administrative cost of registration and permitting and it is not the intent of this article to regulate private collection services within the city.

(c) An application for an initial or renewed collector permit submitted pursuant to this division may be granted or denied by the city manager or designee. Application may be denied only for one or more of the following reasons:

(1) The applicant has failed to provide some or all of the information required by subsection (a) of this section.

(2) The applicant has supplied false information to the city or any other employee, officer, or official of any agency, department, or authority of the City of Griffin, Georgia, Spalding County, the State of Georgia, or the United States.

(3) The applicant has failed to pay any permit fee, rates, fees, penalty, or interest required or imposed under this article or has otherwise failed to comply with any of the provisions contained in this article.

(4) The applicant has failed to comply with any applicable legal or procedural requirements imposed by state law.

(d) The city manager, or their designee, shall grant or deny a collector permit application within 60 days of the applicant's submission of a completed application. If the collector permit application is denied, written notice, stating the reason(s) for denial, shall be served on the applicant by certified mail; the applicant may appeal such denial by filing a written appeal with the city manager within ten days of the denial. A hearing shall then be set before the municipal court judge, sitting as an administrative hearing officer, and written notice of such hearing shall be sent to the appellant by certified mail. Ten business days' written notice shall be deemed reasonable, but a longer period of notice may be authorized as the board of commissioners may deem justified by the circumstances. Unless the circumstances justify otherwise or the parties mutually agree, the hearing shall be held within 30 days of the appeal being filed with the city manager. The administrative hearing officer may affirm, reverse, or modify the permitting decision. The administrative hearing officer's decision shall be final.

(1) Procedures for revocation of the collector permit are set forth in Sec. 74-130.

Sec. 74-122. Collector vehicle requirements.

(a) A collector may only use a qualifying vehicle to collect or transport solid waste within the City of Griffin, Georgia.

(1) To qualify, a vehicle must be owned or leased by the applicant and must be listed in the permit application described in section 74-121. If a collector obtains a vehicle that the collector intends to use for purposes of collecting solid waste after the permit application is filed, the collector shall provide the information required by subsection (a)(2) to the city on forms approved by the city manager within ten days of the acquisition, purchase or lease of the qualifying vehicle.

(2) A qualifying vehicle shall have the business name, business address, and/or telephone number, tare weight and vehicle identification number painted or permanently affixed to each side of the vehicle in letters and numbers at least three inches in height. A regularly used business logo may also be displayed. No other names or numbers, not required by law, shall be displayed.

(b) *Vehicle construction and maintenance.* Solid waste disposal vehicles utilized by collectors of solid waste must meet the following minimum requirements both prior to and after the issuance of a permit:

(1) The collection vehicle body shall be capable of being readily emptied.

(2) The collection vehicle shall be kept in a sanitary condition.

(3) The collection vehicle must be so equipped that all loading openings on the bodies have tightly fitting doors or covers which latch, clamp or fasten to keep

them closed and rubber or other suitable gasket to render them leakproof, spillproof, dustproof and odor proof to the maximum extent practicable.

(4) Roll-off boxes must be of welded construction and doors must be tightly fitted so as to render them leakproof and spillproof. Provisions shall be made to facilitate application of a tightly fitting tarpaulin cover or diaper.

(5) All unloading doors must be equipped with chains to keep them securely fastened in an open position when unloading.

(6) The collection vehicle shall be equipped with heavy-duty front hooks, loops or shackles, good and serviceable tires and other accessories as necessary for operation and/or navigation in or about any solid waste handling facility operated by the city.

(7) Each collection vehicle used or proposed for use by a collector together with the contents of any collection vehicle shall be subject at all times to inspection by law enforcement personnel and the city prior to discharge of the contents.

Sec. 74-123. Transporting waste.

Each collector shall comply with the following requirements of transporting solid waste generated in the city:

(a) Solid waste shall be suitably enclosed or covered to prevent littering, spillage of solid waste or fluids, and infiltration of rainwater. Tarpaulins must be used to cover compactor box openings, roll-off tops, or other openings. Tarpaulins must be kept in good repair at all times.

(b) Any spillage of solid waste on the roads leading to or on any solid waste handling facility is the sole responsibility of the person transporting such waste and shall be immediately cleaned and removed by the person transporting such waste. Any and all costs incurred by the city related to any such spillage shall be immediately remitted to the city by the person transporting such waste. This provision is in addition to any penalties authorized elsewhere by any other provision of law.

Sec. 74-124. Disposal of Waste.

Except as otherwise specifically provided in this article, any person who collects solid waste generated in the City of Griffin, Georgia, other than restricted waste rejected by the city, shall dispose of such waste at a solid waste handling facility operated by the city. This section shall not be construed to prohibit the source separation of materials from solid waste prior to collection of such solid waste for disposal.

Sec. 74-125. Collector records; quarterly and annual reports required.

(a) Collectors permitted to operate within the city shall submit quarterly reports on the 15th day of each month following the end of the quarter, and an annual report at the time of

renewal of the collector permit. The quarterly report shall include the following information:

(a) Total number of commercial customers, including dumpster, curbside, or bulk roll off customers;

(b) Total number of commercial dumpster customers, including any bulk pickup/roll off customers, and total tonnage for said customers;

(c) Total number of commercial curbside (roll-cart) customers, if any, and tonnage for commercial curbside customers;

(d) Trash disposal location(s);

(e) Total number of commercial recycling customers (OCC Only), and total tonnage of OCC for said customers;

(f) Recycling disposal or processing location(s); and

(g) Accounting of the total number of customers per month during the quarter, or total for the year, as applicable.

(b) Failure to submit quarterly or annual reports may subject the collector to revocation of its collector permit or denial of a renewal application.

(c) Each collector permitted to collect solid waste in the City of Griffin shall keep such records, receipts, invoices, and other pertinent papers in such form as the city manager or their designee(s) may require, and for a period no less than three years. Such records, receipts, invoices, and other pertinent papers shall include, but not be limited to, documents evidencing the tonnage of waste each collector has collected within the city, the solid waste handling facility or disposal site where such waste is deposited, and the date(s) of disposal.

(d) The city manager, or their designee, may examine the books, papers, records, financial reports, equipment, and other facilities of any collector permitted to collect solid waste in the city in order to verify compliance with this article. Failure to make records available for inspection may subject the permit holder to revocation of its collector permit or denial of a renewal application.

Sec. 74-126. Solid waste facility procedures, rules, and waste acceptance policy.

(a) *Establishment of policies and procedures.* In order for the city to safely and cost effectively manage solid waste generated within the city, the city manager, or their designee, shall establish policies and procedures for the acceptance of restricted waste at any solid waste handling facility operated by the city.

(b) *Acceptance of solid waste.* Municipal solid waste, including commercial or industrial solid waste, generated in the City of Griffin shall be accepted at the appropriate solid waste handling facility operated by the city, subject to any fees and rates imposed by this

Chapter and set forth in the approved schedule of rates and fees and pursuant to any other policies and procedures established by the city. Only industrial solid waste that has been evaluated by the city pursuant to policies and procedures established by the city manager, or their designee, may be accepted for disposal, provided that the acceptance of such waste is consistent with the Solid Waste Management Act, the Hazardous Waste Management Act, or the rules and regulations promulgated by the environmental protection division under the authority of those statutes.

(c) *Hazardous waste.* No hazardous waste will be accepted for disposal at a solid waste handling facility operated by the city other than household hazardous waste that has been approved for acceptance by the city. No person shall deposit or attempt to deposit hazardous waste at any solid waste handling facility operated by the city or on the city's property, other than household hazardous waste that has been approved for acceptance by the city.

(d) *Yard waste.* Yard waste will only be accepted at a solid waste handling facility operated by the city and in compliance with any policies and procedures of the city, O.C.G.A. § 12-8-40.2, any successor statute, and the rules and regulations promulgated by the environmental protection division under the authority of that statute.

(e) *Other solid waste.* All other solid waste generated in the City of Griffin, including but not limited to asbestos, bulky waste, and construction or demolition waste shall only be accepted at a solid waste handling facility operated by the city or at such other solid waste handling facility as designated by the city, in compliance with the policies and procedures established by the city manager and any applicable rules and regulations promulgated by the environmental protection division.

(f) *Authority.* The board of commissioners shall have the authority to establish any other policies and procedures it deems necessary to address the solid waste management needs of the City of Griffin, including, but not limited to, limitations of liability, reservation of rights, and general rules for the operation of city facilities.

Sec. 74-127. Disposal fees.

(a) The board of commissioners, upon recommendation by the city manager, or their designee, shall establish all rates and fees collected or assessed in accordance with this chapter, including but not limited to tipping fees for any waste deposited at a solid waste handling facility operated by the city.

(b) The city manager shall annually review all rates and fees collected or assessed in accordance with the article and may recommend adjusting, eliminating, or adding any such rates and fees. Nothing herein shall be construed to prohibit the city from changing such rates and fees at any time, provided that the proposed amendment to the schedule of rates and fees is posted on the Board of Commissioner’s agenda for public inspection.

(c) All fees imposed or collected by the city shall comply with O.C.G.A. § 12-8-39 and any successor statute.

(d) The city is specifically authorized to require a letter of credit or a bond from any collector to ensure payment of rates and fees, including tipping fees. The city manager shall establish the minimum letter of credit or bond amount that may be required, but in no event shall the amount of any letter of credit or bond be less than the previous month's tipping fees from the collector who is required to post the bond or provide the letter of credit.

Sec. 74-128. Emergency powers; right to assume collection.

(a) The board of commissioners of the City of Griffin, Georgia reserves the right to assume responsibility for all or part of the collection of solid waste in the city should it be determined that this is in the best interest of the health and welfare of the residents of the City of Griffin, Georgia. Such action shall be on a temporary basis, not to exceed 30 days, until a hearing before the board taking such action is held.

(b) Prior to the hearing described in subsection (a) above being held, notice to all affected holders of collector's permits of the time, place, and purpose of such hearing shall be given by prior certified written notice. Three business days' written notice shall be deemed reasonable, but a shorter or longer period of notice shall be authorized as the board may deem justified by the circumstances.

(c) The proceedings shall be as informal as is compatible with due process. All interested parties, including the city or its designee, shall be allowed to present any evidence, documents, or statements to support their position. The board will then determine whether the action described in subsection (a) above should be made permanent or whether any other action by the board is justified under the circumstances, including, but not limited to, entering into an exclusive franchise agreement for the collection of solid waste within the City of Griffin, Georgia.

(d) Any person adversely affected by any decision made by the board pursuant to this division and desiring to appeal further must do so within 30 days of such adverse decision in accordance with the applicable appeals process set forth in state law. There shall be no intermediate appeal to any other body.

Sec. 74-129. Enforcement and penalties.

(a) Unless otherwise specifically provided by resolution of the board of commissioners of the City of Griffin, Georgia, the enforcement of this article shall be within the jurisdiction of the city's enforcement personnel, including law enforcement personnel, employees of the city empowered to enforce codes and ordinances, and the city manager or their designee.
(b) Each day a violation continues shall constitute a separate violation.
(c) To facilitate the enforcement of this article, the city manager or their designee shall have the authority to request documents and information from any person or entity generating solid waste within the City of Griffin that demonstrate or otherwise evidence the solid waste such person generates or has generated in the City of Griffin, Georgia and/or documents that demonstrate their method of solid waste collection, handling, and disposal.

(d) Subject to the limitations provided by O.C.G.A. § 36-35-6, unless otherwise provided herein, a violation of any section of this division shall result in the following:
    (1) A fine of not less than $500.00 for the first violation;
    (2) A fine of not less than $750.00 for the second violation;
    (3) A fine of not less than $1,000.00 for a third violation and each subsequent violation; and
    (4) The city manager may, at their option, indefinitely revoke a collector's permit(s) for the fourth and all subsequent violations. Any revocation will be subject to the provisions of section 74-130 of this article.

(e) Any violator of this article shall be cited to appear before the municipal court of the city.

(f) Nothing contained in this article shall be construed to limit or constrain any federal or state agency or authority from enforcing federal or state laws and regulations, including, but not limited to, those laws and regulations regarding the generation, collection, transportation, and/or disposal of solid waste or hazardous waste in the City of Griffin, Georgia.

Sec. 74-130. Revocation of collector permit.

(a) If the city intends to revoke a collector permit, the city manager shall issue a written notice to the permit holder stating the intention to revoke the permit, whether indefinitely or for a period of time; the reason(s) or charges upon which the revocation is based; and the date, time, and place of a hearing before the city manager at which the permit holder may show cause as to why the permit should not be revoked. Notice must be given at least ten business days prior to the hearing, and it shall be served on the permit holder by certified mail and electronic mail (e-mail) to the address provided as part of its collector permit application. Within ten business days following the hearing, the city manager shall provide notice of their decision in the same manner. The permit holder may appeal the city manager’s decision by filing a written notice of appeal delivered to the city manager within ten calendar days of the decision notice. If the permit holder fails to file a notice of appeal as provided by this section, the city manager’s decision shall be final. Upon receipt of the notice of appeal, a hearing shall be held before the city’s administrative hearing officer who shall consider the city’s petition to revoke the collector permit. For the purposes of this Article, the administrative hearing officer shall be the judge, or in the event of a conflict, the associate judge, of the City of Griffin Municipal Court. Notice to the holder of such permit of the time, place, and purpose of such administrative hearing shall be given by certified mail and electronic mail (e-mail) to the address provided by the permit holder as part of the collector permit application. Ten business days' written notice shall be deemed reasonable, but a longer period of notice may be authorized as the hearing officer may deem justified by the circumstances.

(b) In all hearings before the administrative hearing officer conducted pursuant to this article, the following procedures shall apply, provided that the proceedings shall be as informal as is compatible with due process:

(1) The administrative hearing officer shall read or cause to be read the charges against the permit holder upon which the petition to revoke the collector permit is based.

(2) The administrative hearing officer shall hear the evidence upon which the charges have been filed against the permit holder and any evidence upon which the permit holder makes its defense. The hearing officer shall not consider any additional evidence beyond the scope of these charges. The board may exclude evidence which is purely cumulative in nature.

(3) The order of proof shall be as follows:

(i) The city attorney, or designee, shall present evidence in support of the charges.

(ii) The permit holder or its attorney shall then present its evidence.

(iii) The hearing officer shall allow each party to present rebuttal evidence.

(iv) The evidence of each party may be supported by the submission of pertinent documents and/or testimony; provided, however, that ordinary rules of evidence need not apply except as necessary and at the discretion of the hearing officer.

(4) The permit holder and the city may each be represented by counsel, and may present, examine, and cross-examine witnesses. Additionally, the hearing officer may question both parties and all witnesses to obtain any information deemed necessary to evaluate the charges.

(c) Upon the conclusion of the presentation of the evidence, the hearing officer may indefinitely revoke the collector's permit, suspend the collector's permit for a period of time it deems justified, or allow the collector to retain the permit with or without additional conditions that the hearing officer deems justified by the circumstances. A written decision shall be entered, setting forth the reasons found, and served upon the collector, either personally or by certified mail.

(d) Any person adversely affected by any revocation made by the hearing officer and desiring to appeal further must do so by petition for review within 30 days of such adverse decision. There shall be no other intermediate appeal to the City of Griffin, Georgia, or to any other body.

Sec. 74-131. Prospective application; severability of provisions.

This article shall not have retroactive effect or application, nor shall it be construed to have such an effect or application. This article shall have prospective application only.

Secs. 74-132—74-159. Reserved.

ARTICLE VI – BILLING AND ENFORCEMENT

Sec. 74-160. Billing and collection of fees and charges.

The fees and charges imposed by this article may be billed upon the customer's city utility bill, or in the case of customers who do not have a utility account, billed and paid prior to services being rendered. The failure to pay all or any portion of such utility bill or invoice, including any special handling fees, shall subject the customer to penalties and interest as set forth on such bill. Any amount remaining outstanding after 30 days of its due date may be collected by the city manager in the manner provided for collection.

Sec. 74-161. Offenses; penalties and enforcement.

(a) *Authority to inspect and institute proceedings.* The city manager or their designee shall have the power to enter at all reasonable times upon any private or public property within the city for the purpose of inspection and investigation of conditions of solid waste handling. Whenever the city has reason to believe any provision of this article is being violated, the city shall attempt to obtain a remedy with the violator or violators by conference, conciliation and agreement. If such efforts should be unsuccessful, it shall be the duty of the city manager or their designee to institute proceedings against any person found to be in violation of this article.

(b) *Vandalism, etc., of garbage containers prohibited.* It shall be an offense against the city for any person to set fire to the contents of, scavenge in, indiscriminately scatter the contents of, or otherwise vandalize or cause damage to a container provided by the city for the collection and storage of garbage.

(c) *Placement of residential waste in commercial and industrial containers prohibited.* It shall be an offense against the city for any person to discard or place for collection any garbage, trash or other waste generated within a residential household in a commercial or industrial container.

(d) *Dumping or depositing of solid waste.* No person shall willfully place, dump, discard, or deposit solid waste, including scrap tires, lithium-ion batteries, and lead-acid batteries, on public or private property, except in strict accordance with this article.

(e) *Penalty for violations.* Any person violating any restriction, prohibition or provision of this article shall be cited for an offense and tried before the municipal court. Upon a finding of conviction, unless otherwise provided in this Chapter, the court shall impose a sentence as provided in section 1-12."

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

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

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future

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

Section 5. Amendments to Article II (Handling, Storage and Collection), Secs. 74-31 through Sec. 74-74, shall become effective on October 1, 2026. All other amendments made by this ordinance shall become effective immediately upon adoption on second and final reading.

First Reading: March 10, 2026

Second Reading: March 24, 2026

Chapter 74 SOLID WASTE[1]

ARTICLE I. IN GENERAL

Secs. 74-1—74-30. Reserved.

ARTICLE II. HANDLING, STORAGE AND COLLECTION

Sec. 74-31. Intent; policies.

(a) It is declared to be the intent of the board of commissioners, in furtherance of the city's responsibility to protect the public health, safety and well-being of its citizens and to protect and enhance the quality of its environment by enacting policies governing the collection, storage and handling of solid waste, as that term is hereinafter defined in this article, in accordance with the comprehensive statewide program for solid waste management now in effect in the state. It is the purpose of this article to establish procedures to regulate solid waste handling, storage and collection by the city ~~solid waste department~~ and by those private collectors licensed to collect, store and handle solid waste generated from commercial and industrial sources within this city and to secure reliable data for solid waste management planning as part of the city's goal for wasteload reduction.

(b) It is further declared to be the policy of the city to educate and encourage generators and handlers of solid waste to reduce and minimize to the greatest extent possible the amount of solid waste which requires collection, treatment, or disposal through source reduction, reuse, composting, recycling, and other methods and to promote markets for and engage in the purchase of goods made from recovered materials and goods which are recyclable.

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[1]Ord. No. 17-13, § 1, adopted August 22, 2017, amended Ch. 74 in its entirety to read as herein set out. Former Ch. 74, §§ 74-31—74-41, 74-75—74-77, 74-100, 74-120—74-131, 74-160, 74-161, pertained to similar subject matter, and derived from Ord. No. 06-06, § 1, adopted Sept. 26, 2006; Ord. No. 09-07, § 1, adopted June 9, 2009; Ord. No. 09-10, §§ 1—3, adopted July 28, 2009.

Cross reference(s)—Buildings and building regulations, ch. 22; environment, ch. 42; health and sanitation, ch. 54; littering, § 58-10; utilities, ch. 94.

State law reference(s)—Solid waste management education program, establishment of Georgia Clean and Beautiful Advisory Committee and Interagency Council on Solid Waste Management, O.C.G.A. § 50-8-7.3; yard trimmings disposal restrictions, O.C.G.A. § 12-8-40.2; transportation of biomedical waste, O.C.G.A. § 40-6-253.1; authorization to provide garbage and solid waste collection and disposal, Ga. Const. art. IX, § II, ¶ III(a)(2); Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq.; local, multijurisdiction and regional solid waste plans, O.C.G.A. § 12-8-31.1; Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq.; Litter Control Law, O.C.G.A. § 16-7-40 et seq.; transporting garbage or waste across state or county boundaries without permission, O.C.G.A. § 36-1-16; littering highways, O.C.G.A. § 40-6-249; scrap tire disposal restrictions, O.C.G.A. § 12-8-40.1.

(c) It is further declared to be the policy of the city that every effort be undertaken to ensure the proper management of scrap tires from the point of generation to the ultimate point of reuse, recycling, or disposal and that every effort be made to ensure that, where possible, they be reused or recycled rather than being disposed.

(d) It is further declared to be the policy of the city that nature's way of recycling vegetative matter be respected and followed and that essential landfill space no longer be wasted by such materials being collected and buried in landfills, but allowed to decompose and returned to the soil. The city therefore recommends natural, low-maintenance landscaping requiring little or no cutting, using drought-tolerant trees, plants and shrubs, and encourages its citizens follow these steps for handling yard waste:

(1) Grass should be recycled by mowing it and letting the clippings lie;

(2) Leaves should be left where they fall, or mowed and composted;

(3) Woody material should be chipped on the site where such material was generated, or cut for use as fiber fuel; and

(4) Composting on the site where the material was grown, followed by incorporation of the finished compost into the soil at that site.

(e) The owner and/or occupant of every premises within the city shall be ultimately responsible for the proper handling, storage and disposal of all solid waste generated upon the property.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-32. Definitions.

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

Biomedical waste means pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in rule 391-3-4-15 of the board of natural resources of the state, and other such waste materials.

Board of commissioners means the Board of Commissioners of the City of Griffin, Georgia.

Bulk waste means such items as large household appliances (i.e., washing machines, clothes dryers, water heaters, stoves, refrigerators and dishwashers), furniture, tree stumps, large timber, car bodies, carpet waste, large packing containers, tanks, and other items whose volumes are not significantly reduced through normal compaction methods.

Business day means a calendar day other than a Saturday, Sunday, or public and legal holiday as set forth in O.C.G.A. § 1-4-1.

~~*Closure* means a procedure approved by the state environmental protection division which provides for the cessation of waste receipt at a solid waste disposal site and for securing the site in preparation for post-closure.~~

Collector means a person who, under agreements, verbal or written, with or without compensation, does the work of collecting and/or transporting solid wastes from industries, offices, retail outlets, businesses, and/or similar locations, or from residential dwellings; provided, however, this definition shall not include an individual who collects and/or transports waste from a single-family dwelling unit owned or occupied by such individual or his or her immediate family member(s).

Collector permit means a permit required to engage in the business of solid waste collecting in the City of Griffin, Georgia, and issued by the city in accordance with the provisions hereof.

Commercial solid waste means all types of solid waste generated by stores, offices, restaurants, warehouses, and other manufacturing or commercial activities, excluding residential and industrial wastes.

Composting means the controlled biological decomposition of organic matter into a stable, odor-free humus.

Construction and demolition waste means solid waste composed of building materials and rubble resulting from construction, remodeling, repair and demolition operations of houses, commercial buildings and other structures. Such waste includes, but is not limited to roofing shingles, wood, bricks, metal, concrete, wall board, paper, cardboard, inert waste, and other wastes not likely to cause leachate of environmental concern.

Contaminant means any physical, biological, or radiological substance or matter.

Day means a calendar day, unless otherwise specified.

Disposal or *dispose* means the discharge, deposit, discard, injection, dumping, spilling, leaking, throwing, or placing of any solid waste or hazardous waste into or on any land or water.

Drop-off center means any facility or location at which recyclable or compostable materials are taken by individuals and deposited into designated containers.

Dump means to throw, discard, place, deposit, discharge, bury, burn, or dispose of a substance, material, or waste.

Environmental protection division means the Environmental Protection Division of the Georgia Department of Natural Resources, including but not limited to its director, and any successor entity or entities.

Generator means any person in this state or in any other state who creates solid waste.

Hazardous constituent means any substance listed as a hazardous constituent in regulations promulgated pursuant to the federal act by the administrator of the U.S. Environmental Protection Agency which are in force and effect on February 1, 1992, codified as appendix VIII to 40 CFR 261, Identification and Listing of Hazardous Waste.

Hazardous waste means any solid waste which contains hazardous constituents or has been defined as a hazardous waste in regulations of the state environmental protection division, chapter 391-3-11.

Hazardous Waste Management Act shall mean the Georgia Hazardous Waste Management Act, codified at O.C.G.A. §§ 12-8-60 through 12-8-83, as the same has been heretofore or may be hereafter amended.

Household hazardous waste means hazardous waste used or generated in the household or similar source or any item, product or material containing or contaminated by any household hazardous waste.

Industrial solid waste means solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated under O.C.G.A. § 12-8-60 et seq., the "Georgia Hazardous Waste Management Act." Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer and agricultural chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Inert landfill means a landfill used for the disposal of inert waste.

Inert waste means solid wastes that will not or are not likely to cause production of leachate. Such waste is limited to earth and earth-like products, rocks, concrete, bricks, land clearing debris, tree and shrub wastes, yard wastes, cured asphalt, and construction and demolition wastes.

Landfill means an area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well, or compost pile.

Leachate means liquid that has percolated through solid waste and the soils surrounding a landfill and has extracted, dissolved or suspended materials from it, which may be potentially harmful to groundwater.

Leachate collection system means a system at a landfill for collection of the leachate that prevents its percolation into surrounding soils and groundwater.

Light commercial entity means a business entity ~~within the service area which uses an~~ approved for commercial curbside service whereby residential cart(s) are provided by the city to dispose of its waste.

Manifest means a form or document used for identifying the quantity, composition, origin, routing, and designation of substances in the waste stream from point of generation, through intermediate points, to an end user, processor or disposer approved by the state environmental protection division.

Municipal solid waste means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard waste and commercial solid waste but does not include solid waste from mining, agricultural or silvicultural operations or industrial processes or operations.

Municipal solid waste disposal facility means any facility or location where the final disposition of municipal solid waste occurs and includes but is not limited to municipal solid waste landfills and thermal treatment technology facilities.

Municipal solid waste landfill means a discrete area of land or excavation that receives household waste, and that is not a land application unit, surface impoundment, injection well, or waste pile, as those terms are defined under 40 CFR part 257.2. A municipal solid waste landfill may also receive other types of solid waste, such as commercial solid waste, nonhazardous sludge, small-quantity generator waste and industrial solid waste. Such a landfill may be publicly or privately owned and/or operated.

~~*Operator* means the person or entity responsible for and having direct supervision of daily field operations at a disposal facility.~~

Person means an individual, trust, firm, joint-stock company, corporation (including a government corporation), consortium, joint venture, commercial entity, partnership, association, state, municipality, authority, commission, political subdivision of a state, or any interstate body and shall include each department, agency, and instrumentality of the United States.

~~*Post-closure* means a procedure approved by the state environmental protection division to provide for longterm financial assurance, monitoring, and maintenance of a closed disposal site to protect human health and the environment.~~

Processing or *processing operation* means any method, system or other treatment designed to change the physical form or chemical content of solid waste and includes all aspects of its management (administration, personnel, land, equipment, buildings and other elements).

Putrescible waste means wastes that are capable of being quickly decomposed by microorganisms. Examples of putrescible wastes include, but are not necessarily limited to, kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, and garbage.

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not requiring subsequent separation and processing.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated or processed and reused or returned to use in the form of raw materials or products.

Restricted waste, excluding municipal solid waste, means any solid, liquid, or sludge:

(1) Contained in a drum, barrel, box, pail, transportable tank, or any other container;

(2) Transported in a bulk tank;

(3) Residue or waste from a pollution control process;

(4) Residue or waste from an industrial process; and

(5) Residue, debris, and waste from the cleanup of a spill or a release of a chemical substance or commercial product or waste associated with items (1) through (4) as above-mentioned. Restricted waste shall include hazardous waste but shall not include household hazardous waste, provided that such household hazardous waste is disposed of at a solid waste handling facility designated by the city to accept such household hazardous waste and in accordance with the policies and procedures of the city. Other restricted wastes may include, but are not limited to, animal wastes and carcasses, asbestos, ash, biomedical wastes, chemicals, containers, clothing, debris, equipment and instruments, grease and oil, latex, plant (vegetal) materials, sludges, washwaters, or other wastes. Sources of such material include but are not limited to research, veterinary and medical laboratories, mortuaries, taxidermists, automobile washes and laundries (both commercial and industrial), publicly owned treatment works, and industrial treatment facilities, food processing and restaurant-related facilities. The city manager has the full authority to determine whether a waste is a restricted waste.

~~*Retreadable casing* means a scrap tire suitable for retreading.~~

Scrap tire means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.

Scrap tire carrier means any person engaged in picking up or transporting scrap tires for the purpose of removal to a scrap tire processor, end user, or disposal facility.

Scrap tire generator means any person who generates scrap tires as defined in section 391-3-4-19(2.1) of the Georgia Rules of Solid Waste Management.

Scrap tire handling means the storage, collection, transportation, utilization, processing, or disposal of scrap tires by any person other than end users on whose motor vehicles the tires have been affixed.

Sludge means any solid, semisolid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant or facility (including any pretreatment process), water supply treatment plant, or air pollution control facility, exclusive of the treated effluent of a wastewater treatment plant.

Solid waste means any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 USC 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended.

~~*Solid waste director* means the administrative head or manager of the city's solid waste department, or his designee.~~

Solid waste handling means the storage, collection, transportation, treatment, utilization, processing, or disposal of solid waste or any combination of such activities.

Solid waste handling facility means any location where any storage, collection, transportation, treatment, utilization, processing or disposal of solid waste, or any combination thereof, occurs.

Solid Waste Management Act shall mean the Georgia Comprehensive Solid Waste Management Act codified at O.C.G.A. §§ 12-8-20 through 12-8-59.2, as the same has been heretofore or may be hereafter amended.

Special waste means municipal solid waste which is comprised, in whole or in part, of: waste requiring special handling; waste containing free liquids; sludge; waste generated by industrial processes; bio-medical wastes; off-specification, outdated or discarded chemical or petroleum products; waste containing asbestos; or contaminated soils or debris resulting from an environmental spill or cleanup.

Tire means a continuous solid or pneumatic rubber covering designed for encircling the wheel of a motor vehicle and which is neither attached to the vehicle or a part of the vehicle as original equipment.

Tire retailer means any person engaged in the business of selling new replacement tires.

~~*Tire retreader* means any person actively engaged in the business of retreading scrap tires by scarifying the surface to remove the old surface tread and attaching a new tread to make a usable tire.~~

Yard waste means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-33. Collection of residential solid waste.

(a) ~~(a)~~ *Receipt of residential solid waste service required.* In order to protect the public health and sanitation, to prevent the spread of contagious or infectious diseases, and to prevent the breeding of rodents, insects, and other vermin, all improved residential properties (single-family and multifamily residences) within the city shall receive regular municipal solid waste collection services from the city ~~solid waste department~~; provided, however, that the City reserves the right, in its sole discretion, to refuse service to properties that are situated on a private road. ~~All residential customers will be provided once-per-week collection of their solid waste debris.~~ No owner of improved ~~a~~ residential property shall be exempt or relieved from payment of the monthly sanitation collection and handling fee(s) by reason of failure or refusal to receive services as provided by the ~~solid waste department~~city; provided, however, customers may suspend solid waste services if *all* utilities are placed on maintenance disconnect. ~~Such fee shall be imposed against the property itself and payment of the fee shall be enforceable and collected as provided by law for levy and sale of in rem liens.~~

(b) *Residential Curbside Service and Optional Add-On Services.*

(1) *Applicability*. Residential curbside service is available for single family residences and multi-family residences with trash carts that, in the sole discretion of the City, qualify for residential curbside service.

(i) *Exclusion.* This service does not apply to multi-family units that, in the City's sole discretion, are best suited for apartment rate dumpster service (See Subsection (c) of this section) but either do not have space for dumpsters or have unique property features that require carts.

(2) *Residential Curbside Service Description*. Customers shall be charged a single rate for residential curbside service which shall include the following:

(i) Residential curbside collection of one (1) 96 gallon and one (1) 64 gallon trash cart once per week;

(ii) Biweekly yard waste collection;

(iii) Landfill – 1 load per month, provided the load must be no larger than a pickup truck; and

(iv) Transfer Station – 1 load per month, provided the load must be no larger than a pickup truck.

(3) *Add-On Services for Residential Curbside Service*.

(i) *Backdoor Service*. The City, in its sole discretion, may offer assisted collection service for an additional monthly fee. Applications shall be made on forms provided by the City, accompanied by a certificate of a state-licensed physician stating that, based upon a physical examination conducted within the past thirty (30) days, the applicant is mobility-impaired or has sufficient medical reasons not to place the container at curbside. Any denial of an application shall be in writing, stating the reason for such denial. Aggrieved applicants may, within twenty (20) days of the receipt of the denial, request a hearing before the city manager, whose decision shall become final. The City may request recertification of a mobility-impaired customer annually. It shall be the duty of a mobility impaired customer to promptly report any change in medical condition or change in occupancy of the residence. The City also reserves the right to require back-door service for customers located on properties with unique features that render standard collection service infeasible or insufficient.

(ii) *Special Handling*. Customers may request special handling as provided in Sec. 74-35.

(iii) *Additional Containers*. Collection of trash containers, in addition to those serviced as part of the standard residential service, may be provided at the City's sole discretion, provided that each container shall result in an additional monthly service fee to the Customer. In addition to the monthly service fee, customers shall be charged a one-time fee for each trash cart issued to the customer, with the exception of trash carts replaced by the City due to normal wear and tear which shall be not charged to the customer.

(iv) *Return Trip Fee.* The City's ability to provide residential curbside service is limited by its ability to access the solid waste container. In the event that the City is unable to collect waste because the trash cart is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the City reserves the right to charge an additional fee for any return trip to collect the waste; provided, however, the City must provide documentation in the form of a photograph or video showing that the cart was inaccessible at the time of collection.

(4) ~~(b)~~ *Outside storage of residential solid waste; curbside containers.* All residential solid waste ~~, except newspapers,~~ stored outside the residence pending collection shall be placed inside approved containers with lids tightly affixed. Approved containers shall be those issued by the city to residential customers pursuant to this article, designed to be rolled to curbside for periodic collection. All waste must be bagged and placed inside the container. The City reserves the right to charge additional collection charges for overflowing garbage or garbage placed outside of city-issued containers. ~~Under no circumstances will garbage outside of city-issued containers be collected.~~ If necessary, the City may require the customer to obtain extra containers ~~may be obtained~~ for an additional monthly service fee, plus a one-time container fee, as determined by the current fee schedule in ~~a~~effect at the time such additional cart is provided. ~~Each container shall bear a serial number and shall be registered to the assigned customer.~~ All containers shall remain the property of the city. Additionally, in the event a container is lost, stolen or intentionally damaged, the city reserves the right to charge the customer the replacement cost of the container. Except when taken to the curbside for scheduled collection,

containers shall be consistently ~~located behind~~placed against the residence (e.g. at the rear, on the side, in or against the garage, etc.) ~~the residence and~~ but outside of fenced enclosures in which animals are kept. Containers shall be used exclusively for the storage and transport of solid waste to the curbside.

(5) ~~(c)~~ *Time and placement of containers.* ~~By 6:30 a.m. on the scheduled day for collection, customers should place their containers at curbside in front of the customer's residence.~~ The container must be placed at curbside after 5:00 p.m. on the night before the scheduled day for collection; for example, if the scheduled day for collection is Monday, containers may be placed at curbside on Sunday evening after 5:00 p.m. The~~Both the~~ solid waste ~~and recycling~~ container~~s~~ should be placed approximately four feet from the edge of the roadway, but not so as to pose a physical or visual obstruction to motorists. ~~Both containers may be placed at curbside the night before the scheduled day for collection; for example, if the scheduled day for collection is Monday, containers may be placed at curbside on Sunday evening.~~ All carts shall be placed with the front of the cart squarely facing the roadway, so as to be capable of being picked up by automated collection equipment. Where there is insufficient right-of-way adjacent to the roadway, or other topographical difficulties exist which make it unreasonable to conform to the general requirements, customers should place their container at a location mutually agreeable to the customer and ~~solid waste department~~city.~~, after consultation with the solid waste director or his designee.~~ All containers shall be removed from the curbside and returned to a location ~~behind~~ against the customer's residence no later than 6:30 a.m. following the scheduled day of service. Due to holidays or other unforeseen circumstances, special collection dates will be announced or published online via the City's website and/or social media and through the local news media where feasible. Customers are encouraged to make suitable arrangements with neighbors or friends to set out and remove their containers from the curbside if absent during the hours specified herein; customers routinely allowing containers to remain at curbside outside of the hours specified shall be deemed to create a nuisance, punishable as a violation of this Code.

(c) *Apartment Service*.

(1) *Applicability.* Apartment service is applicable to downtown lofts or apartments; multi-family apartments with centrally located dumpsters or roll-offs; and multi-family apartments with carts that, in the City's sole discretion, qualify for apartment service but either have no space for dumpsters or have unique property features that necessitate carts.

(2) *Apartment Service Description.* Customers shall be charged a single rate for apartment service which shall include the following:

(i) Dumpster Collection 3-5 times per week, as determined by the City, *or* Cart collection once a week, as applicable;

(ii) Landfill – 1 load per month, provided the load must be no larger than a pickup truck; and

(iii) Transfer Station – 1 load per month, provided the load must be no larger than a pickup truck.

(3) *Return Trip Fee.* The City's ability to provide apartment service is limited by its ability to access the solid waste container. In the event that the City is unable to collect waste because the trash cart, dumpster, or roll-off is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the City reserves the right to charge an additional fee for

any return trip to collect the waste; provided, however, the City must provide documentation in the form of a photograph or video showing that the container was inaccessible at the time of collection.

(4) *Special Handling for Multi-family Properties with Apartment Service.* Special Handling may be requested by and billed to the property owner or property manager in accordance with Sec. 74-35.

(5) *Additional Containers.* For apartment service customers with carts, collection of a trash container in addition to the container collected as part of the apartment service, may be provided at the City's sole discretion, provided that each container shall result in an additional monthly service fee to the Customer. In addition to the monthly service fee, customers shall be charged a one-time fee for each trash cart issued to the customer, with the exception of trash carts replaced by the City due to normal wear and tear which shall be not charged to the customer.

(6) *Placement of Centralized Dumpsters, Roll-Offs or Compactors.*

(i) *New Multi-Family Development*. Before a building permit may be issued for construction of a new multi-family development and/or before a certificate of occupancy may be issued for a previously vacant multifamily development, plans for the storage and collection of solid waste must be submitted and approved pursuant to City development regulations and in consultation with the City.

(ii) *Existing Multi-Family Development.* Centralized dumpsters, roll-offs, or compactors at existing multi-family developments serviced by the City shall be placed in locations approved by the City. The City reserves the right to discontinue or suspend service if arrangements cannot be made for the safe and effective collection of solid waste at the property.

~~(d) *Assisted service for households with mobility-impaired residents.* Households in which all regular residents are mobility-impaired may apply for assisted collection service at the same fee as levied for curbside collection. The containers must be placed at the street building line, visible from the street. Applications shall be made on forms provided by the solid waste department director or his designee, accompanied by the certificate of a physician licensed in the state stating that, based upon a physical examination conducted within the past 30 days, the applicant is mobility-impaired or has sufficient medical reasons not to place the container at curbside. Any denial of an application shall be in writing, stating the reason therefore. Aggrieved applicants may, within 20 days of the receipt of denial, request a hearing before the city manager, whose decision shall become final. The solid waste department may request recertification of a mobility-impaired customer annually. It shall be the duty of a mobility-impaired customer to report promptly to the solid waste department any change in medical condition or change in occupancy of the residence.~~

~~(e) *Service for multifamily residential developments.*~~

~~(1) *Multifamily residential developments with three or less units.* Residential developments of three or less dwelling units (detached, attached, duplex or triplex) located on the same tract or parcel shall be served with each unit being assigned a container for curbside collection.~~

~~(2) *Multifamily residential developments with more than three units.* All other multifamily developments (more than three units) shall be deemed as residential customers, but shall be serviced by a centrally located commercial container or compactor. It shall be the responsibility of each multifamily residential development to provide adequate containers for storage of its own waste. Before a building permit shall be issued for construction of a new multifamily development or before a certificate of occupancy is issued for a previously vacant multifamily development, arrangements for the storage and collection of solid waste shall be approved pursuant to city development regulations. Commercial containers at existing multifamily developments serviced by the city solid waste department shall be placed at locations approved by the solid waste director.~~

(d) *Additional Regulations related to Residential Solid Waste Collection.*

(1) ~~(f)~~ *Restrictions on residential solid waste other than household garbage.* Municipal solid waste, other than household garbage, shall not be placed in containers nor mixed with residential solid waste. Cardboard boxes and related shipping materials should be broken down ~~and securely bundled and left next to the container at curbside~~before placing into the container; provided, however, Customers may recycle corrugated cardboard (OCC) at the Transfer Station or in any public OCC recycling dumpster within the City. Objects such as broken glass or hypodermic needles that may cause injury to sanitation workers shall be enclosed in nonpermeable containers with lids tightly affixed, before mixing with residential solid waste. Improper disposal of municipal solid waste in violation of this section shall be subject to citation.

(2)

~~(g)~~ *Maintenance of area surrounding container(s) ~~area~~.* The area surrounding residential trash carts, dumpsters, and other solid waste containers shall be kept clean and free of litter. Failure to maintain the area surrounding a solid waste container shall be a violation subject to a citation issued against the customer(s), occupant(s), property owner, and/or property manager, as appropriate. ~~occupant of a single family residential dwelling shall be responsible for maintaining the area surrounding the container clean and free of litter. The owner of a multifamily residential unit shall be responsible for maintaining the area surrounding the container clean and free of litter. Upon failure of the occupant of a single family residential dwelling, and on premises which are not currently occupied, the owner shall have the duty to maintain the premises accordingly.~~

(3) ~~(h)~~ *Cleanliness of containers.* All refuse ~~and recycling~~ containers, except single use containers, shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance. If, after notice provided by the City of Griffin, a customer, property owner, or property manager, as applicable, fails to treat the container to address insect infestations within a reasonable period of time not to exceed seven (7) days, the City may issue a citation for violation of this section.

(4) ~~(i)~~ *Dangerous or corrosive materials.* It shall be a violation of this article to place or cause to be placed in any refuse ~~or recyclables~~ container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind. No person shall place a used lead-acid vehicle battery in mixed municipal solid waste or discard or otherwise dispose of a lead-acid vehicle battery except by delivery to a battery retailer or wholesaler, to a secondary lead smelter, or to a collection or recovered materials processing facility that accepts lead-acid vehicle batteries. No person shall place lithium-ion batteries in mixed municipal solid waste or discard or otherwise dispose of lithium batteries within the city except by delivery to a battery collection site or household hazardous waste collection facility. Disposal of lead-acid vehicle batteries, lithium-ion batteries, or other dangerous or corrosive materials in violation of this section shall be punishable by a citation, and in addition to any court fines which may be imposed, the City reserves the right to seek restitution for any costs it incurs for the proper disposal of such material and/or any damages to property or equipment caused by the improper disposal of said materials.

(5) ~~(j)~~ *Pet litter, disposable diapers, other similar waste.* Pet litter, disposable diapers and other similar waste must be contained in a securely tied plastic bag before placing in a refuse container.

(6) ~~(k)~~ *Preparation of municipal solid waste.* All municipal solid waste shall be free of liquid and placed in watertight plastic bags with the tops secured prior to being placed in a refuse container.

(7) ~~(l)~~ *Paint cans.* Paint cans shall be collected if empty or if the paint therein is dry or solidified with sand or pet litter and the cans are placed at the curb with lids off. Cans of paint that contain wet paint that has not been solidified or are capped with a lid will not be collected and placement at the curb shall be considered unacceptable curbside materials subject to a citation.

(8) *Violations.* Failure to properly dispose of municipal solid waste in accordance with this section shall constitute a violation of this article subject to a citation before City of Griffin Municipal Court, punishable by a fine up to $1,000.00 plus restitution, where applicable.

(e) *Rates, fees and charges for residential solid waste service.* Rates, fees and charges shall be established by resolution of the board of commissioners, provided all rates shall be uniform for the same class of service; and revised by resolution as from time to time required. All rates, fees and charges shall be set forth in a schedule on file in the office of the city manager and available for public inspection and copying.

(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 23-24, § 1, 9-12-2023)

Sec. 74-34. Collection of yard waste from residential curbside service customers. ~~and light commercial entities.~~

(a) ~~(a)~~ *Applicability; yard waste collection service description.* All residential curbside service customers are entitled to biweekly collection of one yard waste load, provided the Customer disposes of the yard waste in accordance with the regulations set forth in this Section. Yard Waste is a part of the residential curbside service only. No residential curbside service customer shall be exempt or receive any off-set in their service rate by reason of failure or refusal to utilize yard waste services as provided by the City.

(1) *Exclusions.*

(i) Customers who receive apartment service, commercial curbside service, downtown commercial service, or standard commercial dumpster service must request special handling for collection of yard waste material in accordance with Sec. 74-35.

(ii) Residential curbside service customers who improperly dispose of yard waste in violation of this Section such that the load is ineligible for yard waste collection must request special handling for collection of the ineligible waste in accordance with Sec. 74-35.

(b) *Yard waste not to be mixed with municipal solid waste.* It shall be unlawful to place or mix yard waste, as defined by this article, with other municipal solid waste within a container intended for storage and collection of residential solid waste. ~~All residential customers will be entitled to one biweekly collection of yard waste at curbside.~~

(c) *Regulations on yard waste.* Any yard waste piles or loads that do not conform with the following regulations may be deemed ineligible for yard waste collection, and the City reserves the right to refuse collection and/or require special handling of loads that are ineligible for yard waste collection.

(1) *Eligible yard waste load defined.* For purposes of this article, one ~~biweekly~~ yard waste load shall consist of a pile approximately eight feet by four feet by four feet in height. Bagged leaves and grass clippings will be excluded from the measurement of loads. Unbagged leaves will be included in the measurement of loads. Yard waste piles larger than one load shall be ineligible for yard waste collection and should be collected through special handling, following a request initiated by the customer. Stumps are ineligible for yard waste collection and must be collected via special handling. Yard waste placed in a plastic bag, trash bag or any other non-biodegradable container is ineligible for yard waste collection and must be collected via special handling. Eligible yard waste loads shall also conform to the following:

(i) Limbs and branches shall be separated from grass clippings and leaves, and no other debris (such as rocks, wood, pieces of wire, steel or concrete) shall be mixed with or concealed under grass clippings or leaves. No wire or fencing of any kind will be handled for collection.

(ii) Limbs should be cut into lengths of no more than eight feet and shall be smaller than six inches in diameter, placed with the cut end toward the street.

(iii) All grass clippings must be placed in biodegradable bags, and leaves may be placed in biodegradable bags.

(2) *Placement of yard waste load for collection*. Yard waste shall be placed on the right-of-way, in front of the residence, within approximately four feet of the roadway, provided no yard waste shall be placed so as to physically protrude into the roadway or visually obstruct any motorist. No yard waste shall be placed at a location where it is likely to wash or blow into the roadway, into a storm drain, or on or near fire hydrants, water meter boxes, mail boxes, utility poles or guy wires, in such manner as to obstruct access to the waste to be collected or to obstruct the function of the object.

~~(b) *Regulations on yard waste.* Limbs and branches shall be separated from grass clippings and leaves. No other debris, such as rocks, glass bottles, wood, pieces of wire, steel or concrete, shall be mixed with or concealed under grass clippings or leaves. Limbs should be cut into lengths of no more than eight feet in length and shall be smaller than six inches in diameter and placed with the cut end toward the street. Stumps will require an additional fee for special handling. All grass clippings shall be placed in biodegradable bags. Leaves may be placed in biodegradable bags. Plastic bags, trash bags, and/or other non-biodegradable bags are not acceptable and will not be collected. No wire or fencing of any type will be handled by the city solid waste department.~~

~~(c) *Additional fees for excess loads.* Customers anticipating having more than one biweekly load are encouraged to transport their yard waste to the city's Shoal Creek compost site or construction and demolition landfill. The dumping of yard waste is free of charge at these two locations with proof of residency within the city. Yard waste will not be accepted at the city transfer station.~~

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-35. Unacceptable curbside materials; residential and commercial; special handling.~~.~~

(a) Commercial contractors, vendors, and residents are required to properly dispose of appliances, construction materials, carpets, mattresses, box springs, furniture, trees, stumps, fencing, wire, scrap tires, lead-acid vehicle batteries, large automobile parts, lithium-ion batteries and other similar items. It is the responsibility of the prime contractor, and upon his failure to act, of the property owner, occupant, and/or property manager, as applicable, to keep private property free of waste, debris, and litter during new construction or

during remodeling, repair and landscaping. It shall be unlawful for any person to place these items at curbside, except for special handing under prior agreement with the ~~solid waste director~~City.

(b) Liquid wastes, such as oils, paints, gasoline, and chemicals, shall not be mixed with municipal solid wastes and shall not be collected and handled by ~~solid waste department~~City employees. It is the responsibility of every occupant, owner, and/or manager of property, as applicable, within the city to dispose of such waste in a proper manner, by lawful means. It shall be unlawful for any person to pour or introduce liquid wastes into a sanitary or storm sewer or drain.

(c) Appliances, including commercial refrigeration and air conditioning units will not be handled or collected by the ~~solid waste department~~City unless special handling arrangements have been made, in advance, and required fees paid. ~~Arrangements can be made by contacting the solid waste department director or his designee~~. It shall be unlawful to place these items at curbside, unless instructed to do so by the ~~solid waste department.~~City.

~~(a)~~ (d) ~~The~~ ~~solid waste department~~City shall not be responsible for collecting or hauling discarded building material, dirt, rock, or discarded furniture and appliances from private property, nor shall it be responsible for collecting or hauling trees, bushes, or other vegetation from or generated by commercial tree trimmers, landscapers or building contractors.

(e) Lithium-ion batteries shall not be mixed with municipal solid wastes and shall not be collected and handled by solid waste department employees. It is the responsibility of every owner of property within the city to dispose of such waste in a proper manner, by lawful means.

(f) *Special Handling.* The ~~solid waste department~~City reserves the right not to collect or handle solid waste and other matter except in accordance with this article. Customers may request special handling and collection of unacceptable curbside materials, including but not limited to bulky items, appliances, furniture, stumps, ineligible yard waste loads, or other municipal solid waste requiring special handling. The City will, in its sole discretion, determine if such material is eligible for special handling collection, and if collected, a special handling fee will be assessed for each pickup, the amount of which will be based on the size of the load. Waste disposed of in this manner will not be handled or collected unless special handling arrangements have been made in advance. If the property owner, occupant, and/or property manager, as applicable, does not have a customer service account related to the property, the special handling fees must be paid in advance of pickup. It shall be a violation of this chapter to dump waste in the right-of-way without making arrangements for special handling.

Whenever waste is placed or left in the right-of-way~~at curbside~~ in violation of this article, the ~~solid waste department director or his designee~~city shall provide notice to the occupant, owner, and/or manager of the property, delivered by mail at the address listed on the most recent tax digest and/or posted to the property, ordering the removal and proper disposal of the waste. ~~give written notice to the property owner, as shown on the most recent tax digest, or occupant of the premises, if known, to cause the removal and proper disposal of the material.~~ If the conditions on the property are not corrected ~~by the person disposing of the material~~ within two (2) calendar days after the date ~~of notice~~on the notice, the ~~solid waste department~~City may remove the waste ~~material~~ and assess a special handling fee charged to the customer's account or as restitution in court, as applicable~~against the person responsible~~, which fee shall be in addition to any fine imposed under this article upon conviction for its violation; provided, however, nothing herein shall prevent the City from immediately removing unacceptable curbside materials without prior notice, issuing a citation the violation, and assessing the applicable special handling fee when, in the City's sole discretion, the materials pose an imminent nuisance or danger to public safety.

(g) ~~.~~*Special Handling Fees.* A minimum special handling fee shall be set forth in the schedule of fees and charges, per load. The total ~~-~~Special handling fee shall be assessed based upon the size and weight of the collection load, manpower used in removal, and any handling, hauling, or disposal fees.

(h) *Roll-Off Service.* The City, at its discretion, may provide roll off dumpster service whereby customers may request the delivery of a roll off container for large disposal volumes. Based on the current schedule of rates and fees, Customers shall pay a base rate for the container up to a specified tonnage, and any additional tonnage amount over the permitted base rate shall be assessed as an additional tonnage fee. Customers shall agree to pay the actual costs for disposal at the landfill.

(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 23-24, § 1, 9-12-2023)

Sec. 74-36. ~~Residential solid waste collection and handling fees.~~Commercial and industrial solid waste collection.

(a) *Regular solid waste collection services required.* All commercial and industrial generators of solid waste within the city are responsible for assuring the safe handling, storage and collection of waste from their premises by either the City of Griffin or an approved hauler or collector; provided, however, that the City reserves the right, in its sole discretion, to refuse service to commercial entities where it is not in the City's best interest to provide solid waste service to the entity. In accordance with the intent of this Chapter, the City reserves the right to demand documentation demonstrating an entity's retention of commercial solid waste management service. Failure to arrange for or retain commercial solid waste handling and collection service by the City or a private contractor, approved to collect and haul solid waste within the City of Griffin in accordance with this Chapter, shall be a violation of this section, subject to a citation before the City of Griffin Municipal Court, punishable by a fine in an amount not to exceed $1,000.00 for each week in which services are not retained. Furthermore, dumping or disposal of commercial solid waste in a residential container or any other container other than that approved by the City of Griffin for disposal by a specific business shall also be a violation of this Chapter. For purposes of this article, all mixed-use developments shall be considered as commercial customers, unless a majority of the usable square footage, exclusive of parking and service areas, is devoted to residential use. The City can provide regularly scheduled collection and handling services for all commercial and industrial customers, except for the handling of hazardous constituents. Such services are available in accordance with the classification and fee schedule. Commercial and industrial customer seeking service are expected to enter into written service contracts with the city and abide by the regulations for such service.

(b) *Commercial Curbside Service*.

(1) *Applicability*. Commercial curbside service is available for business entities that, in the City's sole discretion, are classified as light commercial entities and utilize trash carts for waste disposal. Commercial curbside service customers must be accessible by our residential collection trucks.

(i) *Exclusion.* This service is not available to commercial customers that are inaccessible to residential collection trucks and customers located in the downtown service area or for any other property or area where trash carts are not permitted.

(2) *Commercial Curbside Service Description*. Customers shall be charged the commercial curbside service rate per collection. Each container, provided only at the discretion of the City, shall be deemed a collection.

(3) *Add-On Services for Commercial Curbside Service*.

(i) *Special Handling*. Customers may request special handling as provided in Sec. 74-35. Commercial curbside service does not include regular yard waste collection; instead, commercial curbside customers must make a special handling request for yard waste, the price of which is determined by the size of the yard waste pile.

(ii) *Return Trip Fee.* The City's ability to provide commercial curbside service is limited by its ability to access the solid waste container(s). In the event that the City is unable to collect waste because the trash cart is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the City reserves the right to charge an additional fee for any return trip to collect the waste; provided, however, the City must provide documentation in the form of a photograph or video showing that the cart was inaccessible at the time of collection.

(4) *Outside storage of commercial curbside solid waste; curbside containers.* All commercial curbside solid waste stored outside the business pending collection shall be placed inside approved containers with lids tightly affixed. Approved containers shall be those issued by the city to commercial curbside customers pursuant to this article, designed to be rolled to curbside for periodic collection. All waste must be bagged and placed inside the container. The City reserves the right to charge additional collection charges for overflowing garbage or garbage placed outside of city-issued containers. If necessary, the City may require the customer to obtain extra containers for an additional monthly fee, as determined by the current fee schedule in effect at the time such additional cart is provided. All containers shall remain the property of the city. Additionally, in the event a container is lost, stolen or intentionally damaged, the city reserves the right to charge the customer the replacement cost of the container. Except when taken to the curbside for scheduled collection, containers shall be consistently placed against the business. Containers shall be used exclusively for the storage and transport of solid waste to the curbside.

(5) *Time and placement of containers.* The container must be placed at curbside after 5:00 p.m. on the night before the scheduled day for collection; for example, if the scheduled day for collection is Monday, containers may be placed at curbside on Sunday evening after 5:00 p.m. The solid waste container should be placed approximately four feet from the edge of the roadway, or on any other area of the property approved by the City, but not so as to pose physical or visual obstruction to motorists. All carts shall be placed with the front of the cart squarely facing the roadway, so as to be capable of being picked up by automated collection equipment. Where there is insufficient right-of-way adjacent to the roadway, or other topographical difficulties exist which make it unreasonable to conform to the general requirements, customers should place their container at a location mutually agreeable to the customer and City. All containers shall be removed from the curbside and returned to a location against the customer's business no later than 8:00 a.m. following the scheduled day of service. Due to holidays or other unforeseen circumstances, special collection dates will be announced or published online via the City's website and/or social media and through the local news media where feasible. Customers are encouraged to make suitable arrangements to set out and remove their containers from the curbside if absent during the hours specified herein; customers routinely allowing containers to remain at curbside outside of the hours specified shall be deemed to create a nuisance, punishable as a violation of this Code.

(c) *Downtown Commercial Service.*

(1) *Applicability.* Downtown commercial service is available for business entities that, in the City's sole discretion, are located in the downtown solid waste service area where trash carts are not permitted and do not require a private dumpster/standard commercial service.

(i) *Exclusions.* Downtown lofts/apartments are not subject to this service; instead, downtown lofts/apartments and residences shall be charged for residential apartment service. The City reserves the right to require or permit a business within the downtown service area to utilize standard commercial service when either the volume of waste produced by the business or the unique features of the business or the property on which it operates necessitate a private dumpster; provided, however, any downtown business that is permitted or required to utilize a private dumpster shall pay the applicable standard commercial service rate rather than the downtown commercial service rate.

(2) *Downtown Commercial Service Description.* Downtown commercial service customers shall be classed accordingly, provided that the City shall make the final determination based on the business description and actual operations:

(i) *Tier 1*: Businesses that do not serve or manufacture food or alcohol, excluding places of assembly

(ii) *Tier 2*: Places of assembly; restaurants, bars, or any businesses licensed to sell alcohol or handle food that, on average, manufacture, serve, or are open for one meal/shift per day

(iii) *Tier 3:* Restaurants, bars, or any businesses licensed to sell alcohol or handle food that, on the days when they operate, serve or are open for more than one meal/shift per day

(3) *Obstruction of solid waste containers.* The City's ability to provide downtown commercial service is limited by its ability to access the solid waste container. It shall be a violation to obstruct a solid waste container or otherwise park in an area that prevents the City from collecting the waste, punishable by a citation; provided, however, the City must provide documentation of the party responsible for the obstruction and photo or video evidence showing that the container was inaccessible at the time of collection. Regardless, while the City will arrange to return to attempt collection at a later time, no downtown commercial customer shall be relieved from paying the solid waste handling fees if the City is ultimately unable to access the container for collection.

(4) *Assigned dumpsters.* The City shall assign a specific, serialized dumpster or roll-off for use by the customer. Customers shall only utilize the solid waste container to which they are assigned.

(d) *Standard Commercial Service.*

(1) *Applicability*. Standard Commercial Service is available for commercial entities that qualify for private or shared dumpster or roll off collection; including, when approved at the sole discretion of the City, certain entities located in the downtown service area permitted or required to utilize private dumpsters and/or owners or property managers of multi-family apartment complexes to which the apartment service is not applicable.

(2) *Standard Commercial Dumpster Service Description & Rate Determination.* Standard commercial service provides dumpster or roll off collection, but the level of service varies based on the customer's collection need (i.e. volume of solid waste and frequency of collection). The rate and level of service are determined using the following process:

(i) The customer must request service and estimate of its collection need;

(ii) The City, in its sole discretion, will determine the customer's final collection need (e.g. container size and frequency of collection) by evaluating the following factors:

(A) The customer's description of the business and estimated collection need;

(B) The volume of solid waste produced by similar businesses in the City and frequency of collection;

(C) If available, the volume of solid waste actually or historically produced by the customer and its present or historical frequency of collection;

(D) Any other factors which may impact or speak to the customer's unique collection need, including, if applicable, neighborhood complaints or nuisance concerns; and

(E) The City's collection schedule and/or service capability based on equipment and manpower.

(iii) The City shall identify the customer's rate from the approved rate schedule based on the determined collection need;

(iv) The City shall determine, in its sole discretion, whether the customer is required to share a dumpster or roll off container or will be assigned a private dumpster based on evaluation of the following factors:

(A) Business type (e.g. restaurants often require their own dumpsters);

(B) Space and placement options for solid waste container(s) at or around the business and accessibility for collection; and

(C) Whether the surrounding businesses utilize a private collector or the City of Griffin for solid waste collection services.

(v) The City shall assign a specific, serialized dumpster or roll-off for use by the customer.

(3) *Additional regulations for standard commercial service.*

(i) *Required containers or service type.* The city reserves the right to require standard commercial service customers to utilize a private dumpster specific to that business or to share a dumpster.

(ii) *Private dumpsters.* In the event the customer utilizes a private dumpster, the customer may lock the dumpster provided that the customer must supply the lock and must arrange for the dumpster or enclosure to be unlocked at the time of collection.

(iii) *Shared dumpsters.* Rates for standard commercial service are determined based on collection need (i.e. estimated volume of solid waste production), not actual container size, and rates and charges are uniform for businesses with same collection need. No customer shall be exempt or relieved from payment of any portion of the solid waste collection and handling fee(s) by reason of sharing a dumpster or failing or refusing to receive or utilize services as provided by the City.

(iv) *Assigned dumpsters.* The City shall assign a specific, serialized dumpster or roll-off for use by the customer. Customers shall only utilize the solid waste container to which they are assigned.

(4) *Obstruction of solid waste containers.* The City's ability to provide standard commercial service is limited by its ability to access the solid waste container. It shall be a violation to obstruct a solid waste container or otherwise park in an area that prevents the City from collecting the waste, punishable by a citation; provided, however, the City must provide documentation of the party responsible for the obstruction and photo or video evidence showing that the container was inaccessible at the time of collection. Regardless, while the City will arrange to return to attempt collection at a later time, no standard commercial customer shall be relieved from paying the solid waste handling fees if the City is ultimately unable to access the container for collection.

(i) *Return Trip Fee.* The City's ability to provide commercial curbside service is limited by its ability to access the solid waste container(s). In the event that the City is unable to collect

waste because the trash cart is not curbside at the time of pickup, is obstructed, or is otherwise inaccessible, such that the waste cannot be collected, the City reserves the right to charge an additional fee for any return trip to collect the waste; provided, however, the City must provide documentation in the form of a photograph or video showing that the cart was inaccessible at the time of collection.

(e) *Industrial Service.*

(1) *Applicability*. Industrial service is applicable to customers who produce industrial solid waste and have a service contract with the City defining the collection need, schedule for collection, and rate of service. For purposes of this Chapter, industrial solid waste shall mean solid waste generated by manufacturing or industrial processes or operations. Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer and agricultural chemicals; iron and steel products; leather and leather products nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment.

(i) *Exclusions.* Industrial service is not applicable to entities that generate mining waste or gas waste, nor is it applicable to generators of hazardous waste regulated under O.C.G.A. § 12-8-60 et seq., the "Georgia Hazardous Waste Management Act."

(2) *Industrial Service Description.* Industrial solid waste collection service shall be specific to the customer's needs, determined based on collection need, schedule, and type of industrial waste to be collected; provided, however, that the terms of the service, including the rate, shall be described in a service contract executed by the City and the customer.

(f) *Other Regulations related to the collection of commercial and industrial solid waste.*

(1) *Special waste handling.* Before collecting or handling of any special waste, the generator must complete a manifest, approved by the city. The city manager, or designee, shall inspect the waste and may cause testing thereof where, in their sole discretion, it is reasonably necessary to assure safe and proper handling and disposal of its constituents. The cost of testing shall be included in the special handling fees and charges imposed upon the generator. Prior to collection, the generator shall follow all special handling procedures set forth in writing by the city, including provisions for segregation of special wastes from the municipal solid waste stream, special containerization, etc. The generator shall cooperate with the city, as reasonably requested, concerning general waste information, physical waste characteristics, and available laboratory analysis. All laboratory analyses provided to the City shall be certified by the generator, under oath, as accurate and truthful.

(2) *Reporting of suspicious loads.* In the handling of special wastes, should inspection reveal suspicious contents, the city shall have the right to refuse collection until testing proves the waste acceptable for collection and handling. Should evaluation reveal that prohibited wastes are present in the load, the state environmental protection division will be contacted and a record of the incident recorded in the City's solid waste operations log. No load containing known prohibited wastes will be collected or transported by the City.

(3) *Prohibited wastes.* The City shall not empty or collect a commercial or industrial refuse container that contains any of the following items:

(i) Large household or industrial appliances;

(ii) Furniture and wooden crates;

(iii) Scrap tires and heavy motor vehicle parts such as engines and transmissions;

(iv) Liquids, including paint, cooking oil and motor vehicle fluids and lubricants;

(v) Logs or limbs over eight feet in length or six inches in diameter;

(vi) Bed springs and mattresses;

(vii) Rocks, dirt, bricks, concrete, stone, plaster, sheetrock, roofing or other similar materials;

(viii) Uncontainerized refuse, such as lumber that protrudes from the container or refuse placed on top or in front of the container;

(ix) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries.; or

(x) Yard waste.

(4) *Containers and equipment.* Standardized commercial containers, including roll-off boxes, may be furnished by the city as part of the services covered by this section. The city reserves the right to determine the location of each container, including the right to require joint usage by more than one customer where feasible. Customer-owned and maintained compactors are encouraged and the City and building official can furnish specifications for installation of compactors with city containers. All new customers shall consult with the City in the design and development of commercial and industrial sites to assure access and compatibility of city-owned equipment.

(5) *Arrangements for storage of refuse and location of containers; approval required.* It shall be the responsibility of each commercial or industrial customer to provide adequate containers for storage of its own waste. Before a building permit shall be issued for construction of a commercial or industrial establishment, arrangements for the storage of refuse shall be approved by the city.

(6) *Location.* Commercial or industrial refuse containers at existing establishments serviced by city collection vehicles shall be placed at locations approved by the City for collection. The city shall not collect refuse from commercial or industrial customers unless it is placed in commercial containers, properly located, except where space or other limitations dictate other arrangements which shall be specifically approved by the city.

(7) *Determination of fees.* Fee schedules, as from time to time amended, shall be maintained in the city manager's office and available for public inspection.

(8) *Authorization of city manager, or designee, to promulgate rules.* The City Manager, or their designee, is hereby delegated the authority to promulgate regulations governing operations servicing commercial and industrial customers. Such regulations, as from time to time amended, shall be available for public inspection.

(9) *Responsibility of owner to remove waste; removal by city.* Whenever the owner, occupant, and/or other person or entity responsible for the care and maintenance of any property within the city permits solid waste to accumulate upon its premises, and the removal thereof is not part of the regular services offered by the city hereunder, it shall be the duty of the owner, occupant, and/or other person or entity responsible for the care and maintenance of the property, as applicable, to cause the removal and proper disposal of such waste. Whenever waste accumulates in violation of this article, the city shall provide notice to the occupant, owner, and/or manager of the property, as applicable, delivered by mail at the address listed on the most recent tax digest and/or posted to the property, ordering the removal and proper disposal of the waste. If the conditions on the property are not corrected within two (2) business days after the date on the notice, the city may remove the waste and assess a special handling fee charged to the customer's account or as restitution in court, as applicable, which fee shall be in addition to any fine imposed under this article upon conviction for its violation; provided,

however, nothing herein shall prevent the City from immediately removing unacceptable or accumulated waste without prior notice, issuing a citation for the violation, and assessing the applicable special handling fee when, in the City's sole discretion, the materials pose an imminent nuisance or danger to public safety.

~~(a) Monthly fees are imposed for residential solid waste collection and handling services for the following service categories:~~

~~(1) Curbside and mobility-impaired, (once per week).~~

~~(2) Residential multifamily with central location.~~

~~(3) Each additional container.~~

~~(4) Biweekly collection of yard waste.~~

~~(5) Curbside and mobility impaired recycling, (once per week).~~

~~(b) Special handling fees shall be assessed based upon the size of the collection vehicle and manpower required. A minimum rate as set forth in the schedule of fees and charges per load for 20-cubic-yard vehicle and crew of two persons will be charged. If required, rental of specialized equipment, use of additional manpower, etc., shall be assessed at actual cost to the city. Special handling for other solid waste, bulk waste, and construction and demolition waste shall be based on the size and weight of the load, and will include handling, hauling, and disposal fees.~~

~~(c) Rates, fees and charges shall be established by resolution of the board of commissioners, provided all rates shall be uniform for the same class of service; and revised by resolution as from time to time required. All rates, fees and charges shall be set forth in a schedule on file in the office of the city manager and available for public inspection and copying.~~

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-37. Landfill dumping fees; use of landfill. ~~Collection of commercial and industrial solid waste.~~

(a) There is hereby levied and imposed a fee on all users of the city construction and demolition disposal facility (landfill) at a rate per ton, or portion thereof, as set forth in the schedule of fees and charges, plus a surcharge per ton, or portion thereof, as set forth in the schedule of fees and charges approved by the board of commissioners. Charges shall be prorated based upon actual weight; provided, however, the minimum charge (regardless of weight) shall be as set forth in the schedule of fees and charges per vehicle load.

(1) As part of their monthly service package, residential curbside and apartment service customers shall be exempt from the above-referenced fee for one (1) load per month, provided the load must be no larger than a pickup truck. All subsequent waste disposed of at the landfill in the same month shall be subject to landfill dumping fees. In order to utilize this service, the person disposing of the waste at the landfill must be listed on the utility account, or have a fully executed power of attorney, and must produce identification for verification by the City.

(b) For purposes of this section, the following regulations shall apply:

(1) All vehicles transporting construction and demolition waste or yard waste into the landfill must stop at the designated checkpoint for inspection and weighing. The City reserves the right to request identification at the designated checkpoint. The City Manager, or their designee, shall be authorized to reject any material not permitted for disposal under the City's solid waste handling

permit, as from time to time amended by the state environmental protection division. The determination of the City Manager, or designee, as to acceptability of wastes handled shall be final. Tires will not be accepted at the landfill. Yard waste shall not be placed in or mixed with other construction and demolition waste, and in the discretion of the City Manager or their designee, may be banned altogether. The city reserves the right to reject any and all parts of any load mixed with nonacceptable wastes or materials.

(2) The City Manager, or their designee, shall specify the area for dumping of wastes. Vehicles shall proceed to that point directly, and after depositing their load shall return promptly to the checkpoint.

(3) All vehicles shall be weighted before leaving the landfill, after dumping their loads and the charge calculated. Payment shall be made before the vehicle departs, unless credit arrangements have been made in advance with the city

(4) The City Manager, or designee, is hereby authorized to promulgate regulations governing landfill usage, in accordance with applicable law and this article.

(5) It shall be an offense against the city, punishable before the municipal court, for any person to enter the landfill or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished by a minimum fine of $500.00 and/or imprisonment for a period not to exceed six months, plus restitution, as applicable; provided, however, that nothing herein shall prevent the City from pursuing criminal charges under state law where applicable.

(6) All vehicle loads entering the landfill shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law.

~~(a) *Generally.* All commercial and industrial generators of solid waste within the city are responsible for assuring the safe handling, storage and collection of waste from their premises. For purposes of this article, all mixed-use developments shall be considered as commercial customers, unless a majority of the usable square footage, exclusive of parking and service areas, is devoted to residential use. The city solid waste department can provide regularly scheduled collection and handling services for all commercial and industrial customers, except for the handling of hazardous constituents. Such services are available in accordance with the classification and fee schedule. Commercial and industrial customers are expected to enter into written service contracts with the city and abide by the regulations for such service as from time to time promulgated by the solid waste department manager.~~

~~(b) *Special waste handling.* Before collecting or handling of any special waste, the generator must complete a manifest, approved by the solid waste director or his designee. The solid waste director shall inspect the waste and may cause testing thereof, as in his sole discretion is reasonably necessary to assure safe and proper handling and disposal of its constituents. The cost of testing shall be included in the special handling fees and charges imposed upon the generator. Prior to collection, the generator shall follow all special handling procedures set forth in writing by the solid waste director, including provisions for segregation of special wastes from the municipal solid waste stream, special containerization, etc. The generator shall cooperate with the solid waste director, as reasonably requested, concerning general waste information, physical waste characteristics, and available laboratory analysis. All laboratory analyses provided to the solid waste director shall be certified by the generator, under oath, as accurate and truthful.~~

~~(c) *Reporting of suspicious loads.* In the handling of special wastes, should inspection reveal suspicious contents, the solid waste department shall have the right to refuse collection until testing proves the waste acceptable for collection and handling. Should evaluation reveal that prohibited wastes are present in the load, the state environmental protection division will be contacted and a record of the incident recorded in the solid waste department's operations log. No load containing known prohibited wastes will be collected or transported by the solid waste department.~~

~~(d) *Prohibited wastes.* The solid waste department shall not empty a commercial refuse container that contains any of the following items:~~

~~(1) Large household or industrial appliances;~~

~~(2) Furniture and wooden crates;~~

~~(3) Scrap tires and heavy motor vehicle parts such as engines and transmissions;~~

~~(4) Liquids, including paint, cooking oil and motor vehicle fluids and lubricants;~~

~~(5) Logs or limbs over eight feet in length or six inches in diameter;~~

~~(6) Bed springs and mattresses;~~

~~(7) Rocks, dirt, bricks, concrete, stone, plaster, sheetrock, roofing or other similar materials;~~

~~(8) Uncontainerized refuse, such as lumber that protrudes from the container or refuse placed on top or in front of the container;~~

~~(9) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries.~~

~~(10) Yard waste.~~

~~(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 23-24, § 1, 9-12-2023)~~

Sec. 74-38. Use of transfer station; fees and charges. ~~Classifications of commercial/industrial customers.~~

(a) As part of their monthly service package, residential curbside and apartment service customers shall be exempt from transfer station fees for one (1) load per month, provided the load must be no larger than a pickup truck. All subsequent waste disposed of at the transfer station in the same month shall be subject to transfer station dumping fees; provided, however, residential curbside and apartment service customers shall be permitted to recycle loads of uncontaminated old corrugated cardboard (OCC) at the transfer station without charge. In order to utilize this service, the person disposing of the waste at the transfer station must be listed on the utility account, or have a fully executed power of attorney, and must produce identification for verification by the City.

(b) Commercial businesses and industries located within the city and all other nonresidents may dispose of materials at the city transfer station at a rate per ton, with a minimum charge per load, as set forth in the schedule of fees and charges approved by resolution of the board of commissioners. Commercial waste haulers may receive negotiated rates upon executing a contract with the city.

(c) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries, hazardous wastes, medical wastes, and toxic wastes shall not be accepted at the city transfer station.

(d) The City Manager, or designee, is hereby authorized to promulgate regulations governing transfer station usage, in accordance with applicable law and this article.

(e) It shall be an offense against the city, punishable before the municipal court, for any person to enter the transfer station or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished by a minimum fine of $500.00 and/or imprisonment for a period not to exceed six months, plus restitution, as applicable; provided, however, that nothing herein shall prevent the City from pursuing criminal charges under state law where applicable.

(f) All vehicle loads entering the transfer station shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law.

~~(a) *Industrial customers.* Industrial customers shall be classed as provided in the customer's contract. Unless otherwise provided in the contract, industrial customers shall receive one regularly scheduled collection each week. Customers requesting extra service may do so at agreed rates based upon the size of the container and collection vehicle required:~~

~~(b) *Commercial customers*. Commercial customers shall be classed accordingly:~~

~~(1) *Class A: Heavy commercial.* A single entity utilizing a solid waste container with a volume of at least 20 cubic yards, or utilizing a compactor unit.~~

~~(2) *Class B: Medium commercial.* A single entity utilizing a solid waste container with a volume of at least two cubic yards, but no more than 20 cubic yards.~~

~~(3) *Class C: Light commercial.* A single entity generating not more than 192 gallons of solid waste per week.~~

~~Unless otherwise provided in the customer's contract, all commercial customers shall receive one regularly scheduled collection each week. Customers requesting extra service may do so at agreed rates based upon the size of the container and collection vehicle required.~~

~~(c) *Commercial customers within the Central Business District*. Commercial customers within the Central Business District (CBD), as defined by the boundaries indicated on the Official Zoning Map of the City of Griffin, shall be classed accordingly:~~

~~(1) *Tier 1: Office*. Those business with occupation tax classifications of transportation and warehousing; finance and insurance; real estate and rental and leasing; professional, scientific, and technical services; educational services; arts, entertainment, and recreation; and public administration.~~

~~(2) *Tier 2: Retail*. Those businesses with occupation tax classifications of wholesale trade; retail trade; health care and social assistance; and other services, such as barber shop, car wash, dog grooming, laundromat, personal service business, shoe repair, and place of worship.~~

~~(3) *Tier 3: Manufacturing and food service*. Those businesses with occupation tax classifications of manufacturing; and accommodation and food services.~~

~~Residential customers within the Central Business District will be charged the residential apartment rate.~~

~~(d) *Containers and equipment*. Standardized commercial containers, including roll-off boxes, may be furnished by the city as part of the services covered by this section. The city reserves the right to determine the location of each container, including the right to require joint usage by more than one customer where feasible. Customer-owned compactors are encouraged and the solid waste department manager and building official can furnish specifications for installation of compactors with city containers. All new customers shall consult with the solid waste director in the design and development of commercial and industrial sites to assure access and compatibility of city-owned equipment.~~

~~(e) *Arrangements for storage of refuse and location of containers; approval required*. It shall be the responsibility of each commercial or industrial customer to provide adequate containers for storage of its own waste. Before a building permit shall be issued for construction of a commercial or industrial establishment, arrangements for the storage of refuse shall be approved by the solid waste director.~~

~~(f) *Location.* Commercial or industrial refuse containers at existing establishments serviced by city collection vehicles shall be placed at locations approved by the solid waste director for collection by the solid waste department. The city shall not collect refuse from commercial or industrial customers unless it is placed in commercial containers, properly located, except where space or other limitations dictate other arrangements which shall be specifically approved by the solid waste director.~~

~~(g) *Determination of fees.* Fees for commercial and industrial customers shall be uniform as to class. The solid waste director is hereby authorized to publish and assess fees for each customer class and tier, subject to approval by resolution of the board of commissioners. Fee schedules, as from time to time amended, shall be maintained in the city manager's office and available for public inspection.~~

~~(h) *Authorization of department manager to promulgate rules.* The solid waste director is hereby delegated the authority to promulgate regulations governing commercial and industrial customers, subject to approval by resolution of the board of commissioners. Such regulations, as from time to time amended, shall be regularly published and available for public inspection.~~

~~(i) *Responsibility of owner to remove waste, removal by city.* Whenever the owner or occupant of any commercial or industrial property within the city permits solid waste to accumulate upon its premises, and the removal thereof is not part of the regular services offered by the city hereunder, it shall be the duty of the owner and occupant, if known, to cause the removal and proper disposal of such waste within two business days of the date of written notice from the solid waste director. Notice shall be given the owner or occupant, by personal service or certified mail, at the address shown on the latest city tax digest. If such waste is not removed within the two-day period, the city may cite the owner or occupant for a violation of this article. If the waste constitutes a nuisance or public health hazard, the city shall cause the collection thereof in accordance with section 42-31, et seq. of this Code.~~

~~(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 19-01, § 1, 1-8-2019)~~

Sec. 74-39. Tire disposal regulations. ~~Landfill dumping fees; use of landfill.~~

(a) This section is enacted for the purpose of promoting the health, safety, and general welfare of the citizens of the city by providing for the orderly and safe disposal of scrap tires. The improper handling of scrap tires by any person within the city is hereby deemed to constitute a public nuisance.

(b) The city will not collect or dispose of any scrap tires found on public or private property, except in strict accordance with this section. It shall be a violation of this article for any person to store any scrap tires on residential property, to leave tires exposed in residential areas, or to willfully discard or place tires on private property and public rights-of-way.

(c) No person may dispose of scrap tires in a municipal solid waste landfill or inert landfill.

(d) All tire retailers and retreaders shall accept scrap tires from any person for disposal and be responsible for the proper handling, storage and disposal of scrap tires in accordance with state law. Purchasers of new or used tires should leave used scrap tires with the tire retailer or retreader for handling and disposal.

(e) All persons engaged in scrap tire handling, within the city, shall do so in strict compliance with the requirements of O.C.G.A. § 12-8-20, et seq., and chapter 391-3-4-19, Rules of Solid Waste Management, as applicable to scrap tires.

(f) Scrap tire generators, carriers, and sorters must maintain disposal records and shall make such records available to the city, immediately upon request.

(g) The city shall provide information to its citizens and educate customers on the proper manner for disposing of scrap tires, and shall identify carriers that have been permitted to transport scrap tires.

(h) In addition to and supplementary of the provisions of section 74-76, abatement of any nuisance created by improper handling of scrap tires or scrap tire materials shall be as follows:

(1) The city may abate as a nuisance any threat or potential threat to public health or the environment created or which could be created by scrap tires or other scrap tire materials by removing or processing the scrap tires or other scrap tire materials. Before taking any action to abate the threat or potential threat, the city shall give any person having possession or control of

the scrap tires or materials, or owning, occupying, or managing the property upon which scrap tires or materials are located, reasonable written notice of the city's intentions and ordering the responsible party to abate the threat or potential threat in a manner approved by the city. For purposes of this section, reasonable notice shall be two calendar days if personally served, and five business days if served by U.S. mail, in a properly addressed envelope with adequate postage thereon; provided, however, that the City may abate the threat without prior notice if, in the City's sole discretion, the material poses an imminent threat to health and human safety such that emergency action is necessary to abate the immediate safety concerns.

(2) Whenever the City has reason to believe that a violation of any provision of this section has occurred, he shall attempt to obtain a remedy with the violator or violators (including any scrap tire generator known to have contributed to the violation) by conference, conciliation, or persuasion. In the case of failure of such conference, conciliation, or persuasion to affect a remedy to such violation, the City Manager, or designee, shall issue a sanction to such violator or violators. The sanction shall specify the provisions of this section or rule or regulation alleged to have been violated and shall require that necessary corrective action be taken within a reasonable time to be prescribed. Any sanction issued under this section shall be signed by the City Manager and served upon the violator(s) by the means most likely to afford notice. Any such sanction shall become final unless the person or persons named therein requests in writing an administrative hearing before the municipal court judge no later than ten (10) days after such sanction is served on such person or persons. The decision of the municipal court judge, made following an administrative hearing and order, shall be final.

(3) If the responsible party refuses or is unwilling to comply with such sanction or if no person who has contributed or is contributing to the scrap tires or scrap tire materials which are to be abated can be found, the City may undertake the cleanup of the site.

(4) The City or its contractors may enter upon private property at any reasonable time and in such manner as deemed necessary to investigate and effectuate the necessary corrective action to protect human health and the environment.

(5) The city shall not be responsible for any loss of business, damages, or taking of property associated with the corrective action made pursuant to this section.

(6) The city may bring an action or proceeding against the property owner or any person having possession or control of the scrap tires or other scrap tire materials to enforce the administrative order issued and to recover any reasonable and necessary expenses incurred by the City, including administrative and legal expenses. The City's certification of expenses shall be prima facie evidence that the expenses are reasonable and necessary. Notwithstanding any other provision of this section, any generator of scrap tires who is identified as being a contributor to the materials which are the object of the abatement and who can document that he has fully complied with this part and all rules promulgated pursuant to this part in disposing of such scrap tires shall not be liable for any of the cost of recovery actions of the abatement.

(7) This section is enacted pursuant to the general assembly's express provision contained in O.C.G.A. § 12-8-40.1(i)(6), granting municipalities authority to abate or clean up scrap tires which are a threat or potential threat to human health.

~~(a) There is hereby levied and imposed a cost reimbursement fee on all users of the city construction and demolition disposal facility (landfill) at a rate per ton as set forth in the schedule of fees and charges, or portion thereof, plus a surcharge per ton, or portion thereof, as set forth in the schedule of fees and charges approved by the board of commissioners. Charges shall be prorated based upon actual weight; provided, however, the minimum charge (regardless of weight) shall be as set forth in the schedule of fees and charges per vehicle load.~~

(b) For purposes of this section, the following regulations shall apply:

(1) All vehicles transporting construction and demolition waste or yard waste into the landfill must stop at the designated checkpoint for inspection and weighing. The landfill manager, or his designee, shall be authorized to reject any material not permitted for disposal under the city's solid waste handling permit, as from time to time amended by the state environmental protection division. The determination of the landfill superintendent as to acceptability of wastes handled shall be final. Tires will not be accepted at the landfill. Yard waste shall not be placed in or mixed with other construction and demolition waste, and, in the discretion of the landfill manager, may be banned altogether. The city reserves the right to reject any and all parts of any load mixed with nonacceptable wastes or materials.

(2) The disposal superintendent or his designee shall specify the area for dumping of wastes. Vehicles shall proceed to that point directly, and after depositing their load shall return promptly to the checkpoint.

(3) All vehicles shall be weighted before leaving the landfill, after dumping their loads and the charge calculated. Payment shall be made before the vehicle departs, unless credit arrangements have been made in advance with the city.

(4) The solid waste director is hereby authorized to promulgate regulations governing landfill usage, in accordance with applicable law and this article.

(5) It shall be an offense against the city, punishable before the municipal court, for any person to enter the landfill or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished as provided in section 1-12.

(6) All vehicle loads entering the landfill shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-40. Use of transfer station; fees and charges.

(a) Residential customers within the city, not including commercial businesses and industries located within the city, may dispose of municipal solid waste at the city transfer station free of charge. Proof of residency may be shown by providing a current city utility bill and picture identification with address indicated.

(b) Commercial businesses and industries located within the city and all other nonresidents may dispose of materials at the city transfer station at a rate per ton, with a minimum charge per load, as set forth in the schedule of fees and charges approved by resolution of the board of commissioners. Commercial waste haulers may receive negotiated rates upon executing a contract with the city.

(c) Any acid, explosive material, inflammable liquids, dangerous or corrosive material of any kind, including lead-acid vehicle batteries and lithium-ion batteries, hazardous wastes medical wastes, and toxic wastes shall not be accepted at the city transfer station.

(d) The solid waste director is hereby authorized to promulgate regulations governing transfer station usage, in accordance with applicable law and this article.

(e) It shall be an offense against the city, punishable before the municipal court, for any person to enter the landfill or deposit wastes therein in willful violation of this section. Persons convicted of violating this section shall be punished as provided in section 1-12.

(f) All vehicle loads entering the transfer station shall be completely secured, tarped, and covered to prevent scattering and littering of contents, pursuant to state law.

(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 23-24, § 1, 9-12-2023)

~~Sec. 74-41. Tire disposal regulations.~~

~~(a) This section is enacted for the purpose of promoting the health, safety, and general welfare of the citizens of the city by providing for the orderly and safe disposal of scrap tires. The improper handling of scrap tires by any person within the city is hereby deemed to constitute a public nuisance.~~

~~(b) The city will not collect or dispose of any scrap tires found on public or private property, except in strict accordance with this section. It shall be a violation of this article for any person to store any scrap tires on residential property, to leave tires exposed in residential areas, or to willfully discard or place tires on private property and public rights-of-way.~~

~~(c) No person may dispose of scrap tires in a municipal solid waste landfill or inert landfill unless the tires have been shredded, chopped or chipped in accordance with regulations established by the state environmental protection division.~~

~~(d) All tire retailers and retreaders shall accept scrap tires from any person for disposal and be responsible for the proper handling, storage and disposal of scrap tires in accordance with state law. Purchasers of new or used tires should leave used scrap tires with the tire retailer or retreader for handling and disposal.~~

~~(e) All persons engaged in scrap tire handling, within the city, shall do so in strict compliance with the requirements of O.C.G.A. § 12-8-20, et seq., and chapter 391-3-4-19, Rules of Solid Waste Management, as applicable to scrap tires.~~

~~(f) Scrap tire generators, carriers, and sorters must maintain disposal records and shall make such records available to the solid waste director, upon request.~~

~~(g) The city shall provide information to its citizens and educate customers on the proper manner for disposing of scrap tires, and shall identify carriers that have been permitted to transport scrap tires.~~

~~(h) In addition to and supplementary of the provisions of section 74-76, abatement of any nuisance created by improper handling of scrap tires or scrap tire materials shall be as follows:~~

~~(1) The city may abate as a nuisance any threat or potential threat to public health or the environment created or which could be created by scrap tires or other scrap tire materials by removing or processing the scrap tires or other scrap tire materials. Before taking any action to abate the threat or potential threat, the city shall give any person having possession or control of the scrap tires or materials, or owning the property upon which scrap tires or materials are located, reasonable written notice of the city's intentions and ordering the responsible party to abate the threat or potential threat in a manner approved by the city. For purposes of this section, reasonable notice shall be three business days if personally served, and five business days if served by U.S. mail, in a properly addressed envelope with adequate postage thereon.~~

~~(2) Whenever the solid waste director has reason to believe that a violation of any provision of this section has occurred, he shall attempt to obtain a remedy with the violator or violators (including any scrap tire generator known to have contributed to the violation) by conference, conciliation, or persuasion. In the case of failure of such conference, conciliation, or persuasion to affect a remedy to such violation, the solid waste director may issue an administrative order directed to such violator or violators. The order shall specify the provisions of this section or rule or regulation alleged to have been violated and shall order that necessary corrective action be taken within a reasonable time to be prescribed in such order. Any order issued under this section shall be signed by the solid waste director and served upon the violator(s) by the means most likely to afford notice. Any such order shall become final unless the person or persons named therein requests in writing a hearing before the city manager no later than ten days after such order is served on such person or persons. The decision of the city manager shall be final, subject to review by the superior court on application for writ of certiorari.~~

~~(3) If the responsible party refuses or is unwilling to comply with such order or if no person who has contributed or is contributing to the scrap tires or scrap tire materials which are to be abated can be found, the solid waste director may undertake the cleanup of the site.~~

~~(4) The solid waste department or its contractors may enter upon private property at any reasonable time and in such manner as deemed necessary to investigate and effectuate the necessary corrective action to protect human health and the environment.~~

~~(5) The city shall not be responsible for any loss of business, damages, or taking of property associated with the corrective action.~~

~~(6) The city may bring an action or proceeding against the property owner or any person having possession or control of the scrap tires or other scrap tire materials to enforce the administrative order issued and to recover any reasonable and necessary expenses incurred by the solid waste department, including administrative and legal expenses. The solid waste department's certification of expenses shall be prima facie evidence that the expenses are reasonable and necessary. Notwithstanding any other provision of this section, any generator of scrap tires who is identified as being a contributor to the materials which are the object of the abatement and who can document that he has fully complied with this part and all rules promulgated pursuant to this part in disposing of such scrap tires shall not be liable for any of the cost of recovery actions of the abatement.~~

~~(i) This section is enacted pursuant to the general assembly's express provision contained in O.C.G.A. § 12-8-40.1(i)(6), granting municipalities authority to abate or clean up scrap tires which are a threat or potential threat to human health.~~

~~(Ord. No. 17-13, § 1, 8-22-2017)~~

Secs. 74-40~~2~~—74-74. Reserved.

ARTICLE III. COLLECTION OF RECYCLABLE MATERIALS

Sec. 74-75. Intent; policy declared.

The City of Griffin Board of Commissioners hereby finds that it in order to meet the state's goal of solid waste reduction it is in the best interest of all the citizens of the City of Griffin, in order to promote the health, safety, welfare and of all the citizens in the city, to recycle, reduce and reuse as many waste materials as possible in order to eliminate the accumulation of litter and garbage and solid waste material within the city and reduce the overall amount of solid waste which must be properly disposed of upon pickup by city employees. Therefore, it is the policy of the City of Griffin Board of Commissioners to encourage all ~~require all~~ generators of solid waste to recycle according to this article by sorting and delivering corrugated cardboard (OCC) to the transfer station and delivering other recyclable materials to a processor of their choosing that accepts the material.~~.~~

(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 20-01, § 1, 2-11-2020)

Sec. 74-76. Residential recycling options; OCC only.~~ program~~.

(a)~~1~~) *Recycling at the transfer station.* All residential solid waste customers are encouraged to sort, prepare, and dispose of corrugated cardboard (OCC) at the transfer station rather than disposing of it in the customer's solid waste container. Recycling is market-driven, and end users often require large volumes of recyclable materials before the material will be accepted. In order to preserve space for recyclable corrugated

cardboard, the transfer station does not accept other types of materials. The City will endeavor to find end users for the recycled OCC; provided, however, that recycled material that is either contaminated or otherwise not acceptable for processing due to its condition may be sent to the landfill rather than sent for processing. ~~It shall be the responsibility of all residential solid waste customers of the city to dispose of recyclable materials in an approved recycling container. No item that that has been classified as recyclable material shall be disposed in a customer's solid waste container. All recyclable materials may be commingled (mixed) in the same recycling container.~~ Nothing herein shall be construed to limit the right of any individual, organization or other entity to donate any recyclable material for proper disposal elsewhere, ~~if~~ provided such disposal does not violate any laws or this article.

~~(2) *Containers.* Each resident shall be issued an approved recycling container by the solid waste division. All containers shall remain the property of the city. Recycling containers shall be used exclusively for the storage and transport of recyclable materials only. Each recycling container shall be placed at the curb along with the container for solid waste disposal. Any customer that fails to place their assigned recyclable container with recyclables at the curb on their scheduled day of pickup shall be in violation of this article, will be subject to not having their household solid waste removed by city employees, and shall not be entitled to a refund of any portion of their monthly service during the time that such customer fails to comply with this article.~~

~~(3) *Time and placement of containers.* By 6:30 a.m. on the day of collection customers shall place their recycling container at curbside in front of the customer's residence. Containers shall be placed with the same restrictions as solid waste containers as stated in subsection 74-33(c). All recycling containers shall be removed from the curbside no later than 6:30 a.m. on the day following collection.~~

~~(4) *Assisted services for households with mobility impaired residents.* Those households with residents already classified as mobility impaired shall be issued a recycling container and collected in accordance with subsection 74-33(e).~~

(b) ~~(5)~~ *Recyclable materials*; *OCC only*. ~~Those materials which the recycling processor deems to have a use, reuse~~ Corrugated cardboard (OCC) that is uncontaminated and has ~~or~~ recyclable potential may ~~shall~~ be diverted from the waste stream by ~~recycling~~sorting, preparing, and recycling at the transfer station. Residential customers may also dispose of recyclable corrugated cardboard (OCC) at any OCC recycling dumpster located throughout the City. ~~Currently those items are: newspapers, , metal cans, number 1 and number 2 plastic bottles and jugs, aluminum cans, corrugated cardboard, office paper, magazines, telephone books and junk mail~~ The City will not accept OCC that has been comingled (mixed) with household garage, and OCC must be prepared and flattened for recycling prior to disposal at the transfer station. The ~~solid waste director~~city may, from time to time, modify the list of recyclable materials and provide notice of any modifications to customers.

(b) ~~(6)~~ ~~*Collection of recyclable materials*~~*Preparation of OCC; Unacceptable material*. All recyclable materials used in the storage and transportation of food shall be clean and free of any food items. ~~All plastic and metal containers shall be rinsed out and no liquids present. Paper and newspaper shall be clean and dry with no waste or food present.~~

~~(7) *Unacceptable recycling items.* Those materials which are~~ OCC that is unacceptable due to contamination from food or liquids, hazardous materials, or have no value to be recycled include, but are not limited to,~~are:~~ fast food containers and, pizza boxes~~, paper or foam plates, plastic numbers 3 through 7, plastic film (shopping bags, bubble wrap, etc.) aluminum foil, motor oil bottles, pesticide containers, aerosol cans, styrofoam of any type, glass, clothing, toys, wood, food and liquids.~~ The City will not accept OCC that has been comingled (mixed) with household garage, and OCC must be prepared and flattened for recycling prior to disposal at the transfer station.

(c~~8~~) *Scavenging.* It shall be unlawful for any person to scavenge or remove recyclable materials from the solid waste containers ~~designated recycling container~~ which has been properly placed at the curb for collection.

~~(9) *Multifamily residential recycling and collection.* All residential customers living in multifamily developments shall be required to recycle. Those materials that have been classified as recyclable shall be separated from the regular household garbage. Owners of multifamily developments shall be required to provide storage and collection facilities to accommodate recycling for their residents. Owners of multifamily developments shall be required to use compatible equipment to city owned collection vehicles.~~

~~(10) *Lost/missing recycling carts/bins.* It shall be the responsibility of all customers who establish service with the city for solid waste removal to secure the recycling cart or bin assigned to them during the time that the customer has service with the city. In the event that such cart or bin should be lost and unaccounted for when service is either transferred or discontinued, the customer shall be responsible for reimbursing the city for the cost to replace the cart or recycling bin.~~

~~(11) *Contamination of recyclable materials.* Materials that are not considered recyclable pursuant to section 74-76(5) shall not be placed in the recycling container. If recyclable material is contaminated with unrecyclable, household garbage material in the recycling container, the resident will not receive service of household garbage or recycling. Further, a written notice shall be provided to the resident to correct the contamination. If the contamination is not corrected by the date of the next scheduled collection, the resident will be in violation of this ordinance and will be issued a citation.~~

(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 20-01, § 1, 2-11-2020)

Sec. 74-77. Commercial recycling, policies and reporting requirements.

(a)~~1)~~ *Commercial recycling of old corrugated cardboard containers.* All commercial waste generators within the city shall be required to recycle old corrugated cardboard containers (OCC). OCC shall not be disposed of in the generator's solid waste container. OCC shall be separated and properly recycled. Commercial generators may provide their own bailers or containers to store and collect OCC. Arrangements for storage, collection, and recycling of OCC shall be made with ~~the city's solid waste department and must be approved by the director.~~and approved by the City.

(b~~2~~) *Private haulers.* Commercial waste generators within the city that use a private hauler for storage, collection and disposal of their waste shall be required to recycle OCC. Private haulers are required to report the amount of OCC recycled to the city's ~~solid waste department~~ at the end of~~[of]~~ every quarter and a yearly total at the end of each calendar year. It shall be a violation of this section for any private hauler not to report the amount of OCC recycled and disposed of OCC by a commercial generator within the city.

(c~~3~~) *Reporting of recycled OCC.* Commercial generators who choose to use a private hauler or bail their own OCC shall report the amount OCC recycled to the city's ~~solid waste department~~ at the end of every quarter and a yearly total at the end of each calendar year. It shall be a violation of this section for any commercial generator to not report the amount of OCC recycled. ~~and dispose of OCC in commercial container with other solid waste within the city.~~

(d~~4~~) *Handling of OCC.* Commercial generators recycling OCC must dispose of said product in proper containers or bails. All boxes shall be broken down flat and placed in recycling containers or crushed and bailed. No boxes shall be placed on the ground or on the floor of container pads. All OCC shall be dry and free of other waste materials. All OCC that is contaminated by food waste or other means shall be properly disposed in the generator's solid waste container.

(e) *Violations.* Violations of this section shall be punishable by a citation in municipal court with a maximum fine of $1,000.00 for each violation.

(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 20-01, § 1, 2-11-2020)

Secs. 74-78—74-99. Reserved.

ARTICLE IV. OTHER COLLECTION SERVICES

Sec. 74-100. Collection of solid waste from county residents.

(a~~1~~) Where logically feasible, the city may~~can~~ provide solid waste services to Spalding County residents or entities. However, it shall be at the discretion of the ~~solid waste director or his designee~~city manager, or designee, to determine where services can be provided.

(b~~2~~) County residents that are within the established service routes of the city's collection areas will receive once-per-week service. County residents are not eligible for yard waste collection or free monthly dumping at the landfill as part of the residential curbside or apartment service. ~~along with once per week recycling services.~~

(c~~3~~) Current city rates will apply and billing for solid waste service will appear on the customer's monthly utility bill.

(d~~4~~) Containers for solid waste ~~and recyclables~~ must be furnished by the city and all applicable fees and replacement costs shall apply. County residents or entities who utilize the services of the city solid waste division shall execute a contract for service agreeing to comply with all current regulations set forth in this article.

~~(5) Commercial generators who are serviced by rollout carts shall be issued a recyclables container and shall place the container alongside the solid waste container for collection on their assigned day.~~

(Ord. No. 17-13, § 1, 8-22-2017)

Secs. 74-101—74-119. Reserved.

ARTICLE V. PRIVATE COLLECTORS; PERMITTING; TRANSPORTATION AND DISPOSAL OF WASTE

Sec. 74-120. ~~P~~Franchise agreement and permit required for private collector~~ermit required~~.

(a) All solid waste generated or otherwise found within the City of Griffin, Georgia, shall either be collected:

(1) By the city or its designees, or

(2) By persons or entities~~s~~ holding valid collector permits for such activity, granted in accordance with this article, which shall serve as a franchise agreement. Each such collector permit shall expire on December 31 of the calendar year in which the initial permit issued pursuant to this article. Any collector permit holder desiring to renew an existing permit shall complete and submit to the city the application described in section 74-121 not more than 90 days nor less than 60 days before the expiration date thereof. A collector permit issued pursuant to the provisions of this article shall be a mere grant or privilege to carry on the business during the term of such permit and subject to all terms and conditions imposed by this article and related laws and other ordinances and resolutions of board of commissioners of the City of Griffin, Georgia.

(i) Collector permits are required for commercial collectors/haulers.

(b) No person or entity shall engage in the business of collecting, transporting, delivering or disposing of municipal solid waste generated by another person within the City of Griffin without first obtaining a collector permit. Nothing herein shall be construed as an attempt or authorization to promulgate rules regulating the fees charged by private solid waste or recycling collectors or haulers.

(c) This article shall not be construed to require a permit for the transportation of waste through the city, so long as such waste was not generated within the borders of the City of Griffin.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-121. Collector permit application, issuance, and appeal procedures; fees.

(a) Within 90 days after the effective date of this article, each collector then operating within the city must submit an application for a collector permit to the city on a form approved by the city manager. The applicant shall, under penalty of perjury, certify that all information contained in the permit application and all information submitted in connection with the permit application is true and correct. At a minimum, the application for a collector permit shall require a collector to provide the following information:

(1) The name, address and telephone number of the applicant.

(2) A list of all vehicles proposed to be used in the City of Griffin, Georgia, for the purpose of collecting solid waste, including the following information for each vehicle:

~~a.~~(i) The state motor vehicle registration number;

~~b.~~(ii) Description of chassis by year and manufacturer;

~~c.~~(iii) Description of the body by year and manufacturer;

~~d.~~(iv) The legal weight limit;

~~e.~~(v) The volume of the body of the vehicle in cubic yards; and

~~f.~~(vi) A certification by the collector that it maintains motor vehicle liability insurance coverage for each vehicle in an amount not less than the minimum coverage required under Georgia law.

(3) A list of the area or areas served by the vehicles listed in the permit application. The applicant is obligated to notify the city of changes to the list within ten days.

(4) A list of all contracts and agreements covering the collection of solid waste generated within the city. This list shall include the name(s) of the parties to the contract or agreement, the term of the contract and the termination date of the contract, and the name(s) of any disposal location(s) specified in the contract or agreement.

(5) A copy of the notification required by O.C.G.A. § 391-3-4.06(2) solid waste management (permit by rule for collection, transportation, processing, and disposal).

(6) Any additional data and information deemed necessary by the city, the city manager, or any of his or her designees in order to verify the accuracy of information contained in the permit application forms and attendant documents.

(b) The collector permit fee shall be established by the present schedule of rates and fees, ~~$100.00~~ per collector payable to the city at the time the initial permit application is filed and at the time each renewal application is filed thereafter; provided, however, that the permit fee required hereunder shall be waived for the City of Griffin, Georgia. The fee imposed by this section is intended to cover the administrative cost of registration and permitting and it is not the intent of this article to regulate private collection services within the city.

~~Should the board of commissioners deem a future increase in the collector permit fee necessary, it shall first conduct a public hearing, with not less than 30 days' written notice to all collector permit holders.~~

(c) An application for an initial or renewed collector permit submitted pursuant to this division may be granted or denied by the city manager or ~~his or her designee~~designee. Application may be denied only for one or more of the following reasons:

(1) The applicant has failed to provide some or all of the information required by subsection (a) of this section.

(2) The applicant has supplied false information to the city or any other employee, officer, or official of any agency, department, or authority of the City of Griffin, Georgia, Spalding County, the State of Georgia, or the United States.

(3) The applicant has failed to pay any permit fee, rates, fees, penalty, or interest required or imposed under this article or has otherwise failed to comply with any of the provisions contained in this article.

(4) The applicant has failed to comply with any applicable legal or procedural requirements imposed by state law.

(d) The city manager, or their designee, ~~or his or her designee~~ shall grant or deny a collector permit application within 60 days of the applicant's submission of a completed application. If the collector permit application is denied, written notice, stating the reason(s) for denial, shall be served on the applicant by certified mail; the applicant may appeal such denial by filing a written appeal with the city manager within ten days of the denial. A hearing shall then be set before the ~~board of commissioners~~ municipal court judge, sitting as an administrative hearing officer, and written notice of such hearing shall be sent to the appellant by certified mail. Ten business days' written notice shall be deemed reasonable, but a longer period of notice may be authorized as the board of commissioners may deem justified by the circumstances. Unless the circumstances justify otherwise or the parties mutually agree, the hearing shall be held within 30 days of the appeal being filed with the city manager. The administrative hearing officer ~~board of commissioners~~ may affirm, reverse, or modify the permitting decision. The administrative hearing officer's decision shall be final.

(1) Procedures for revocation of the collector permit are set forth in Sec. 74-130.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-122. Collector vehicle requirements.

(a) A collector may only use a qualifying vehicle to collect or transport solid waste within the City of Griffin, Georgia.

(1) To qualify, a vehicle must be owned or leased by the applicant and must be listed in the permit application described in section 74-121. If a collector obtains a vehicle that the collector intends to use for purposes of collecting solid waste after the permit application is filed, the collector shall provide the information required by subsection (a)(2) to the city on forms approved by the city manager within ten days of the acquisition, purchase or lease of the qualifying vehicle.

(2) A qualifying vehicle shall have the business name, business address, and/or telephone number, tare weight and vehicle identification number painted or permanently affixed to each side of the vehicle in letters and numbers at least three inches in height. A regularly used business logo may also be displayed. No other names or numbers, not required by law, shall be displayed.

(b) *Vehicle construction and maintenance.* Solid waste disposal vehicles utilized by collectors of solid waste must meet the following minimum requirements both prior to and after the issuance of a permit:

(1) The collection vehicle body shall be capable of being readily emptied.

(2) The collection vehicle shall be kept in a sanitary condition.

(3) The collection vehicle must be so equipped that all loading openings on the bodies have tightly fitting doors or covers which latch, clamp or fasten to keep them closed and rubber or other suitable gasket to render them leakproof, spillproof, dustproof and odor proof to the maximum extent practicable.

(4) Roll-off boxes must be of welded construction and doors must be tightly fitted so as to render them leakproof and spillproof. Provisions shall be made to facilitate application of a tightly fitting tarpaulin cover or diaper.

(5) All unloading doors must be equipped with chains to keep them securely fastened in an open position when unloading.

(6) The collection vehicle shall be equipped with heavy-duty front hooks, loops or shackles, good and serviceable tires and other accessories as necessary for operation and/or navigation in or about any solid waste handling facility operated by the city.

(7) Each collection vehicle used or proposed for use by a collector together with the contents of any collection vehicle shall be subject at all times to inspection by law enforcement personnel and the city prior to discharge of the contents.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-123. Transporting waste.

Each collector shall comply with the following requirements of transporting solid waste generated in the city:

(a) Solid waste shall be suitably enclosed or covered to prevent littering, spillage of solid waste or fluids, and infiltration of rainwater. Tarpaulins must be used to cover compactor box openings, roll-off tops, or other openings. Tarpaulins must be kept in good repair at all times.

(b) Any spillage of solid waste on the roads leading to or on any solid waste handling facility is the sole responsibility of the person transporting such waste and shall be immediately cleaned and removed by the person transporting such waste. Any and all costs incurred by the city related to any such spillage shall be immediately remitted to the city by the person transporting such waste. This provision is in addition to any penalties authorized elsewhere by any other provision of law.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-124. Disposal of waste.

Except as otherwise specifically provided in this article, any person who collects solid waste generated in the City of Griffin, Georgia, {other than restricted waste rejected by the city,} shall dispose of such waste at a solid waste handling facility operated by the city. This section shall not be construed to prohibit the source separation of materials from solid waste prior to collection of such solid waste for disposal.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-125. Collector records; quarterly and annual reports required.

(a) ~~(a)~~ Collectors permitted to operate within the City shall submit quarterly reports on the 15th day of each month following the end of the quarter, and an annual report at the time of renewal of the collector permit. The quarterly report shall include the following information:

(1) Total number of commercial customers, including dumpster, curbside, or bulk roll off customers;

(2) Total number of commercial dumpster customers, including any bulk pickup/roll off customers, and total tonnage for said customers;

(3) Total number of commercial curbside (roll-cart) customers, if any, and tonnage for commercial curbside customers;

(4) Trash disposal location(s);

(5) Total number of commercial recycling customers (OCC Only), and total tonnage of OCC for said customers;

(6) Recycling disposal or processing location(s); and

(7) Accounting of the total number of customers per month during the quarter, or total for the year, as applicable.

(b) Failure to submit quarterly or annual reports may subject the collector to revocation of its collector permit or denial of a renewal application.

(c) Each collector permitted to collect solid waste in the City of Griffin shall keep such records, receipts, invoices, and other pertinent papers in such form as the city manager ~~or any of his designees~~ or their designee(s) may require, and for a period no less than three years. Such records, receipts, invoices, and other pertinent papers shall include, but not be limited to, documents evidencing the tonnage of waste each collector has collected within the city, the solid waste handling facility or disposal site where such waste is deposited, and the date(s) of disposal.

(d) ~~(b)~~ The city manager, or their designee, ~~or any of his designees~~ may examine the books, papers, records, financial reports, equipment, and other facilities of any collector permitted to collect solid waste in the city in order to verify compliance with this article. Failure to make records available for inspection may subject the permit holder to revocation of its collector permit or denial of a renewal application.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-126. Solid waste facility procedures, rules, and waste acceptance policy.

(a) *Establishment of policies and procedures.* In order for the city to safely and cost effectively manage solid waste generated within the city, the city manager, or their designee, ~~or his designee~~ shall establish policies and procedures for the acceptance of restricted waste at any solid waste handling facility operated by the city.

(b) *Acceptance of solid waste.* Municipal solid waste, including ~~and~~ commercial or industrial solid waste, generated in the City of Griffin shall be accepted at the appropriate solid waste handling facility operated by the city, subject to any fees and rates ~~established pursuant to section 74-40 of this Code~~imposed by this Chapter and set forth in the approved schedule of rates and fees and pursuant to any other policies and

procedures established by the city. Only industrial solid waste that has been evaluated by the city pursuant to policies and procedures established by the city manager, or their designee, ~~or his designee~~ may be accepted for disposal, provided that the acceptance of such waste is consistent with the Solid Waste Management Act, the Hazardous Waste Management Act, or the rules and regulations promulgated by the environmental protection division under the authority of those statutes.

(c) *Hazardous waste.* No hazardous waste will be accepted for disposal at a solid waste handling facility operated by the city other than household hazardous waste that has been approved for acceptance by the city. No person shall deposit or attempt to deposit hazardous waste at any solid waste handling facility operated by the city or on the city's property, other than household hazardous waste that has been approved for acceptance by the city.

(d) *Yard waste.* Yard waste will only be accepted at a solid waste handling facility operated by the city and in compliance with any policies and procedures of the city, O.C.G.A. § 12-8-40.2, any successor statute, and the rules and regulations promulgated by the environmental protection division under the authority of that statute.

(e) *Other solid waste.* All other solid waste generated in the City of Griffin, including but not limited to asbestos, bulky waste, and construction or demolition waste ~~, and scrap tires~~ shall only be accepted at a solid waste handling facility operated by the city or at such other solid waste handling facility as designated by the city, in compliance with the policies and procedures established by the city manager and any applicable rules and regulations promulgated by the environmental protection division.

(f) *Authority.* The board of commissioners shall have the authority to establish any other policies and procedures it deems necessary to address the solid waste management needs of the City of Griffin, including, but not limited to, limitations of liability, reservation of rights, and general rules for the operation of city facilities. ~~In addition, the board of commissioners shall have the authority to establish penalties for violations of its rules and regulations, including, but not limited to, the temporary suspension of a collector's permit (not to exceed 30 days) and permit revocation subject to the provisions of section 74-130 of this article.~~

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-127. Disposal fees.

(a) The board of commissioners, upon recommendation by the city manager, or their designee ~~or his designee~~, shall establish all rates and fees collected or assessed in accordance with this chapter, including but not limited to tipping fees for any waste deposited at a solid waste handling facility operated by the city.

(b) The city manager shall annually review all rates and fees collected or assessed in accordance with the article and may recommend adjusting, ~~or~~ eliminating, or adding any such rates and fees. Nothing herein shall be construed to prohibit the city from changing such rates and fees at any time, provided that the proposed amendment to the schedule of rates and fees is posted on the Board of Commissioner's agenda for public inspection. ~~, provided, however, that no adjustment to such rates and fees may occur without 30 days' public notice.~~

(c) All fees imposed or collected by the city shall comply with O.C.G.A. § 12-8-39 and any successor statute.

(d) The city is specifically authorized to require a letter of credit or a bond from any collector to ensure payment of rates and fees, including tipping fees. The city manager shall establish the minimum letter of credit or bond amount that may be required, but in no event shall the amount of any letter of credit or bond be less than the previous month's tipping fees from the collector who is required to post the bond or provide the letter of credit.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-128. Emergency powers; right to assume collection.

(a) The board of commissioners of the City of Griffin, Georgia reserves the right to assume responsibility for all or part of the collection of solid waste in the city should it be determined that this is in the best interest of the health and welfare of the residents of the City of Griffin, Georgia. Such action shall be on a temporary basis, not to exceed 30 days, until a hearing before the board taking such action is held.

(b) Prior to the hearing described in subsection (a) above being held, notice to all affected holders of collector's permits of the time, place, and purpose of such hearing shall be given by prior certified written notice. Three business days' written notice shall be deemed reasonable, but a shorter or longer period of notice shall be authorized as the board may deem justified by the circumstances.

(c) The proceeding shall be as informal as is compatible with due process. All interested parties, including the city or its designee, shall be allowed to present any evidence, documents, or statements to support their position. The board will then determine whether the action described in subsection (a) above should be made permanent or whether any other action by the board is justified under the circumstances, including, but not limited to, entering into an exclusive franchise agreement for the collection of solid waste within the City of Griffin, Georgia.

(d) Any person adversely affected by any decision made by the board pursuant to this division and desiring to appeal further must do so ~~by writ of certiorari directly to the Superior Court of Spalding County~~ within 30 days of such adverse decision in accordance with the applicable appeals process set forth in state law. There shall be no intermediate appeal to any other body.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-129. Enforcement and penalties.

(a) Unless otherwise specifically provided by resolution of the board of commissioners of the City of Griffin, Georgia, the enforcement of this article shall be within the jurisdiction of the city's enforcement personnel, including law enforcement personnel, employees of the city empowered to enforce codes and ordinances, and the city manager or their designee.~~and his designees.~~

(b) Each day a violation continues shall constitute a separate violation.

(c) To facilitate the enforcement of this article, the city manager ~~or his designees~~or their designee shall have the authority to request documents and information from any person or entity generating solid waste within the City of Griffin that demonstrate or otherwise evidence the solid waste such person generates or has generated in the City of Griffin, Georgia and/or documents that demonstrate their method of solid waste collection, handling, and disposal.~~.~~

(d) Subject to the limitations provided by O.C.G.A. § 36-35-6, unless otherwise provided herein, a violation of any section of this division shall result in the following:

(1) A fine of not less than $500.00 for the first violation;

(2) A fine of not less than $750.00 for the second violation;

(3) A fine of not less than $1,000.00 for a third violation and each subsequent violation; and

(4) The city manager may, at their ~~his~~ option, indefinitely revoke a collector's permit(s) for the fourth and all subsequent violations. Any revocation will be subject to the provisions of section 74-130 of this article.

(e) Any violator of this article shall be cited to appear before the municipal court of the city.

(f) Nothing contained in this article shall be construed to limit or constrain any federal or state agency or authority from enforcing federal or state laws and regulations, including, but not limited to, those laws and regulations regarding the generation, collection, transportation, and/or disposal of solid waste or hazardous waste in the City of Griffin, Georgia.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-130. ~~Permit r~~Revocation of collector permit.

(a) If the City intends to revoke a collector permit, the City Manager shall issue a written notice to the permit holder stating the intention to revoke the permit, whether indefinitely or for a period of time; the reason(s) or charges upon which the revocation is based; and the date, time, and place of a hearing before the City Manager at which the permit holder may show cause as to why the permit should not be revoked. Notice must be given at least ten business days' prior to the hearing, and it shall be served on the permit holder by certified mail and electronic mail (e-mail) to the address provided as part of its collector permit application. Within ten business days following the hearing, the City Manager shall provide notice of their decision in the same manner. The permit holder may appeal the city manager's decision by filing a written notice of appeal delivered to the city manager within ten calendar days of the decision notice. If the permit holder fails to file a notice of appeal as provided by this section, the city manager's decision shall be final. Upon receipt of the notice of appeal, a hearing shall be held ~~To revoke a collector's permit, the city manager shall bring~~ before the City's administrative hearing officer who shall consider the City's petition to revoke the collector permit. ~~board of commissioners, at the next regularly scheduled meeting, a request to revoke indefinitely a collector's permit.~~ For the purposes of this Article, the administrative hearing officer shall be the judge, or in the event of a conflict, the associate judge, of the City of Griffin Municipal Court. Notice to the holder of such permit of the time, place, and purpose of such administrative hearing shall be given by certified mail and electronic mail (e-mail) to the address provided by the permit holder as part of the collector permit application. Ten business days' written notice shall be deemed reasonable, but a longer period of notice may be authorized as the ~~board of commissioners~~hearing officer may deem justified by the circumstances.

(b) In all hearings before the administrative hearing officer ~~board of commissioners~~ conducted pursuant to this article, the following procedures shall apply, provided that~~; and~~ the proceeding shall be as informal as is compatible with due process:

(1) The administrative hearing officer~~chairperson of the board of commissioners~~ shall read or cause to be read the charges against the permit holder upon which the petition to revoke the collector permit is based.~~ permit holder. The chairperson shall then read or cause to be read any response filed by the permit holder.~~

(2) The ~~board of commissioners~~administrative hearing officer shall hear the evidence upon which the charges have been filed against the permit holder and any evidence upon which the permit holder makes its defense. The hearing officer shall not consider any additional evidence beyond the scope of these charges. The board may exclude evidence which is purely cumulative in nature.

(3) The order of proof shall be as follows:

a. The city attorney, or designee, shall present evidence in support of the charges.

b. The permit holder or its attorney shall then present its evidence.

c. The ~~board of commissioners~~hearing officer shall allow each party to present rebuttal evidence.

d. The evidence of each party may be supported by the submission of pertinent documents and/or testimony; provided, however, that ordinary rules of evidence need not apply except as necessary and at the discretion of the hearing officer.

(4) The permit holder and the city may each be represented by counsel, and may present, examine, and cross-examine witnesses. Additionally, the ~~board of commissioners~~hearing officer may question both parties and all witnesses to obtain any information deemed necessary to evaluate the charges.

(c) Upon the conclusion of the presentation of the evidence, the ~~board of commissioners~~hearing officer may indefinitely revoke the collector's permit, suspend the collector's permit for a period of time it deems justified, or allow the collector to retain the permit with or without additional conditions that the hearing officer ~~board of commissioners~~ deems justified by the circumstances. A written decision shall be entered, setting forth the reasons found, and served upon the collector, either personally or by certified mail.

(d) Any person adversely affected by any revocation made by the ~~board of commissioners~~hearing officer and desiring to appeal further must do so by ~~writ of certiorari~~petition for review ~~directly to the Superior Court of Spalding County~~ within 30 days of such adverse decision. There shall be no other intermediate appeal to the City of Griffin, Georgia, or to any other body.

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-131. Prospective application; severability of provisions.

This article shall not have retroactive effect or application, nor shall it be construed to have such an effect or application. This article shall have prospective application only.

(Ord. No. 17-13, § 1, 8-22-2017)

Secs. 74-132—74-159. Reserved.

ARTICLE VI. BILLING AND ENFORCEMENT

Sec. 74-160. Billing and collection of fees and charges.

The fees and charges imposed by this article may be billed upon the customer's city utility bill, or in the case of customers who do not have a utility account, billed and paid prior to services being rendered. The failure to pay all or any portion of such utility bill or invoice, including any special handling fees, shall subject the customer to penalties and interest as set forth on such bill. Any amount remaining outstanding after 30 days of its due date may be collected by the city manager in the manner provided for collection. ~~of delinquent taxes.~~

(Ord. No. 17-13, § 1, 8-22-2017)

Sec. 74-161. Offenses; penalties and enforcement.

(a) *Authority to inspect and institute proceedings.* The ~~solid waste director and his duly authorized representatives~~ city manager or their designee shall have the power to enter at all reasonable times upon any private or public property within the city for the purpose of inspection and investigation of conditions of solid waste handling. Whenever the ~~solid waste director~~ city has reason to believe any provision of this article is being violated, ~~he~~ the city shall attempt to obtain a remedy with the violator or violators by conference, conciliation and agreement. If such efforts should be unsuccessful, it shall be the duty of the ~~solid waste director~~city manager or their designee to institute proceedings against any person found to be in violation of this article.

(b) *Vandalism, etc., of garbage containers prohibited.* It shall be an offense against the city for any person to set fire to the contents of, scavenge in, indiscriminately scatter the contents of, or otherwise vandalize or cause damage to a container provided by the city for the collection and storage of garbage.

(c) *Placement of residential waste in commercial and industrial containers prohibited.* It shall be an offense against the city for any person to discard or place for collection any garbage, trash or other waste generated within a residential household in a commercial or industrial container.

(d) *Dumping or depositing of solid waste.* No person shall willfully place, dump, discard, or deposit solid waste, including scrap tires, lithium-ion batteries, and lead-acid batteries, on public or private property, except in strict accordance with this article.

(e) *Penalty for violations.* Any person violating any restriction, prohibition or provision of this article shall be cited for an offense and tried before the municipal court. Upon a finding of conviction, unless otherwise provided in this Chapter, the court shall impose a sentence as provided in section 1-12.

(Ord. No. 17-13, § 1, 8-22-2017; Ord. No. 23-24, § 2, 9-12-2023)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on March 10, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Krisolin Sanford

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
03-10-26 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MARCH 10, 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, Assistant City Manager of Development services, Kelsey Carden, Assistant City Manager of Utilities, Jennifer Freeman ,City Attorney, Drew Whalen, Susan Bartholomew and Krisolin Sanford to record minutes.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Wright

Invocation ..... Commissioner McCord

Approval of the Agenda

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

PRESENTATIONS AND DELEGATIONS

1. Recognize Lt. Brandon Walden, Griffin Police Department, as the February 2026 Strongest Link in the Chain award recipient. *Chief Frank Strickland, Griffin Police Department, will address.*

   Griffin Chief of Police, Frank Strickland, presented Lt. Brandon Walden with the Strongest Link in the chain award for the month of February. Lt. Walden was nominated by, Director of Communications and Community engagement, Danielle Hancock, for his assistance on the Anne St. Dedication in memory of Segreant Todd Thomas. Lt. Walden thanked Ms. Hancock for nominating him for this award.

2. Presentation of a Proclamation declaring March 2026 to be National Nutrition Month in the City of Griffin. *Representatives of the Youth Advisory Council of the Spalding Collaborative will accept the proclamation.*

   Mayor presented a proclamation to Lisa Fambro, a representative of the Youth Advisory Council, which is a part of the Spalding Collaborative, declaring March as National Nutrition Month in the City of Griffin.

3. Review financial reports for January 2026. *Finance Director, Deborah Manning-Gilbert will address.*

   Deborah Manning-Gilbert addressed the Commissioners, reviewing unaudited financial reports for the month of January 2026 which is 58.3% of the fiscal year. The General Fund operating revenue is $20,277,945.00 which is 72.68% of budget; operating expenses are $24,465,237.00 which is 54.71% of budget. The Enterprise Funds operating revenue is $70,651,214.00 which is 61.57% of budget; operating expenses are $52,003,692.00 which is 47.72.% of budget. The Water/Wastewater Fund operating revenue is $18,882,647.00 which is 58.75% of budget; operating expenses are $10,979,996.00 which is 38.37% of budget. The Electric Fund operating revenue is $41,473,726.00 which is 62.65% of budget; operating expenses are $31,982,346.00 which is 50.80% of budget. The Solid Waste Fund operating revenue is $7,103,408.00 which is 63.60.% of budget; the operating expenses are $5,841,895.00 which is 53.35% of budget.

   LOST collections year-to-date are $3,597,941.00, which is 63.68% of budget.
   TSPLOST collections year-to-date are $3,000,037.00, which is 80.48% of budget.

CITIZEN COMMENT

Sharon Gleaves Wright, 1004 East College Street, addressed the Commissioners. Ms. Wright apologized to Mayor and Ms. O'Connor for shouting over the phone. Ms. Wright shared her frustrations, stating the contractors who are working on the sidewalks did not let her know they were starting work. She expressed she was only able to reach her property through an alternate

route. She shared she was out of town, and felt it was unprofessional for the work to start before she was not notified.

Tina Marie Marsden, 101 North 8th Street, addressed the Commissioners. Ms. Marsden commented about the Solid Waste proposals being considered by the Board. She stated she and other residents did not receive a response regarding the complaint of yard waste overcharges submitted July 12, 2024. Ms. Marsden stated her agreement with the problems of the Solid Waste services identified by Staff and added that there was also the problem of charges to customers for services that were not provided. Ms. Marsden referred to the breakdown of service for apartments and noted the City's statement that there may be exceptions for certain items. She asked how the City will determine those exceptions and concluded by stating she is still seeking a response to a request for a refund for overcharges for services that were not received.

CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on February 24, 2026.

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

REGULAR AGENDA

5. Consider, on first reading, a proposed amendment to Code of Griffin, Chapter 74, Solid Waste. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

   Motion/second to approve on first reading, a proposed amendment to Code of Griffin, Chapter 74, Solid Waste by Commissioners Murray/Ward carried 7-0.

6. Consider ratification and approval of a Settlement Agreement, dated February 25, 2026, in the amount of $450,000.00 between AIS Infrastructure, LLC and the City of Griffin, in order to finalize payment and close out the contract for the rehabilitation of the Heads Creek Reservoir Dam. *City Attorney Drew Whalen will address.*

   Motion/second to ratify and approve a Settlement Agreement, dated February 25, 2026, in the amount of $450,000.00 between AIS Infrastructure, LLC and the City of Griffin, in order to finalize payment and close out the contract for the rehabilitation of the Heads Creek Reservoir Dam by Commissioners Murray/Ward carried 7-0.

7. Consider a claim on behalf of Jasmine Rossell, a minor, by her parent and natural guardian, Rachael McCray based on an Ante Litem Notice received February 27, 2026. *City Attorney Drew Whalen will address.*

   Motion/second to deny a claim on behalf of Jasmine Rossell, a minor, by her parent and natural guardian, Rachael McCray based on an Ante Litem Notice received February 27, 2026 by Commissioners Wright/Murray carried 7-0.

8. Consider a resolution adopting a new travel and training policy for the Board of Commission. *City Manager, Jessica W. O'Connor, will address.*

   Motion/second to approve a resolution adopting a new travel and training policy for the Board of Commission by Commissioners Ward/Murray carried 7-0.

9. Consider authorizing travel for Commissioner Fuller to attend state mandated Newly Elected Training in Tifton, Georgia, March 17, 2026 through March 20, 2026.

   Motion/second to authorize travel for Commissioner Fuller to attend state mandated Newly Elected Training in Tifton, Georgia, March 17, 2026 through March 20, 2026 by Commissioners Ward/Murray carried 7-0.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MARCH 10, 2026

CITY MANAGER'S REPORT

1. Ms. O'Connor informed the Commissioners that the City will be using Red Wagon Goats to clear overgrowth in the Union Cemetery. The cost will be $4,590.00 and the clearing will take approximately three weeks.

2. Ms. O'Connor reminded the Commissioners that their GMA registrations are needed by March 20th to register for classes. She expressed there are fewer hotels this year, and the Commissioners need to select their top three hotels.

3. Ms. O'Connor shared she sent out a link for a zoning training, and invited the Commissioners to sign up.

4. Lastly Ms. O'Connor informed everyone that The City of Griffin is a regional water provider, which means the City can be contracted to sell water to the nearby communities. She used the City of Hampton and Spalding County as an example. The City is contracted to sell water to both, but those jurisdictions can use the water as they see fit. The City of Hampton's contract is for up to 5 million gallons of water a day.

CITY ATTORNEY'S COMMENT

No comment.

COMMISSIONER COMMENTS

Ward: No comment.

Curtis: No comment.

Murray: Commissioner Murray thanked everyone who assisted with the dedication of the Anne Street Precinct in honor of Sgt. Todd Thomas. Commissioner Murray also stated a citizen shared his appreciation for how the City's employees keep the signs of Griffin clean and updated. Commissioner Murray stated the attention to detail makes the citizen proud to call Griffin home.

Wright: No comment.

Fuller: Commissioner Fuller wished all a happy Women's History Month and thanked everyone for coming.

McCord: No comment.

Hollberg: Mayor Hollberg thanked everyone for coming to the meeting. Mayor noted that former City Commissioner Dick Morrow will be honored for his years of service at the Golden Eagle dinner this evening.

ADJOURN

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

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution to amend the City of Griffin's Fiscal Year 2025-2026 Operating and Capital Budget for general housekeeping measures in the amount of $586,124.58. *Budget Analyst, Angela Thompson will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This budget amendment reallocates existing appropriations of funds that result from budgetary, operational or compliance matters such as accounting treatments for compliance between the nature of the purchase and the chart of accounts; increases the budget to recognize additional revenue and appropriate that revenue for expenditure; and increases in budgeted appropriations funded by a reduction of anticipated reservations of funds resulting from the current fiscal year operations or by a reduction of existing fund balances or retained earnings.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The budget amendment reallocates budgeted expenditures that result in a net reduction of appropriations totaling $1,416,201.31 in the General, Water & Wastewater, Solid Waste, Airport Authority, Telecommunications and Downtown Development Authority Funds; reduces budgeted revenues totaling $1,378,348.45 in the Airport Authority Fund; recognizes new revenues totaling $40,576.03 in the General, Water & Wastewater and Airport Authority Funds and appropriates those funds for expenditure; and increases appropriations totaling $789,500.70 in the General, Water & Wastewater, Electric, Solid Waste, Airport Authority, Stormwater, Telecommunications, Golf Course, Motor Pool and Mainstreet Funds.

Submitted By:
Angela Thompson

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20260324 BA Resolution General Housekeeping Measures #2.pdf
Detailed Fiscal Year 2025-2026 Operating & Capital Budget - Budget Amendment for General Housekeeping Measures #2.pdf

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026 OPERATING & CAPITAL BUDGET IN THE AMOUNT OF $586,124.58

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

WHEREAS, on June 10, 2025, the Board of City Commissioners adopted the Fiscal Year 2025-2026 Operating & Capital Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Fiscal Year 2025-2026 Operating and Capital Budget by re-allocating existing appropriations totaling $1,416,201.31 within the General, Water & Wastewater, Solid Waste, Airport Authority, Telecommunications, and Downtown Development Authority Funds; by reducing revenues totaling $1,378,348.45 in the Airport Authority Fund; recognizing additional revenues totaling $40,576.03 and appropriating those revenues for expenditure within the General, Water & Wastewater and Airport Authority Funds; and increasing the budgets of the General, Water & Wastewater, Electric, Solid Waste, Airport Authority, Stormwater, Telecommunications, Golf Course, Motor Pool and Mainstreet Funds totaling $789,500.70

BE IT RESOLVED by the Board of City Commissioners this 24th day of March, 2026, that the Fiscal Year 2025-2026 Operating & Capital Budget be, and is hereby, amended in the amount of $586,124.58 as follows:

SEE DETAILED FISCAL YEAR 2025-2026 Operating & Capital Budget -Budget Amendment for General Housekeeping Measures #2

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Fiscal Year 2025-2026 Operating Capital Budget
Budget Amendment for General Housekeeping Measures #2

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #1				
To re-allocate funds from Repair & Maintenance Supplies to Capital Equipment for purchase of an additional pump for redundancy	505-4336-53-1130-0000	Repair & Maintenance Supplies	-	(49,000.00)
To re-allocate funds from Repair & Maintenance Supplies to Capital Equipment for purchase of an additional pump for redundancy	505-4336-54-2500-0000	Capital Equipment	49,000.00	-
			49,000.00	(49,000.00)
Amendment #2				
To re-allocate funds from to Capital Equipment for purchase of pump skid pods	505-4431-53-1130-0000	Repair & Maintenance Supplies	-	(21,300.00)
To re-allocate funds from to Capital Equipment for purchase of pump skid pods	505-4431-54-2500-0000	Capital Eqipment	21,300.00	-
			21,300.00	(21,300.00)
Amendment #3				
To adjust budget for Airport pavement rehab project from projected to actual	550-6514-54-1400-0000	Infrastructure	-	(1,427,650.31)
To adjust budget for Airport pavement rehab project from projected to actual	550-6514-33-1310-0000	Grants Capital FAA	1,250,230.01	-
To adjust budget for Airport pavement rehab project from projected to actual	550-6514-33-4310-0000	Grants GDOT	90,265.57	-
To adjust budget for Airport pavement rehab project from projected to actual	550-6514-33-6010-0000	Grants - Capital - Spalding County	43,577.37	-
To adjust budget for Airport pavement rehab project from projected to actual	550-6514-39-1200-0000	Transfer from General Fund	43,577.36	-
To adjust budget for Airport pavement rehab project from projected to actual	101-0000-61-1015-0000	Transfer to Airport Authority Fund	-	(43,577.36)
			1,427,650.31	(1,471,227.67)
Amendment #4				
To amend the budget for the purchase of Capital Equipment for Airport Runway Maintenance	550-6510-54-2500-0000	Capital Equipment	11,449.00	-
To amend the budget for the purchase of Capital Equipment for Airport Runway Maintenance	550-6510-33-6010-0000	Spalding County Contribution	-	(5,724.50)
To amend the budget for the purchase of Capital Equipment for Airport Runway Maintenance	550-0000-39-1200-0000	Transfer from General Fund	-	(5,724.50)
To amend the budget for the purchase of Capital Equipment for Airport Runway Maintenance	101-0000-61-1015-0000	Transfer to Airport Authority Fund	5,724.50	-
			17,173.50	(11,449.00)
Amendment #5				
To amend budget for property & equipment added to GIRMA policy outside of renewal	540-4531-54-2500-0000	Capital Equipment	-	(246.00)
To amend budget for property & equipment added to GIRMA policy outside of renewal	540-4531-52-3100-0000	Insurance Other Than Employee Benefits	246.00	-
To appropriate Commission Contingency and transfer to DDA for property added to GIRMA policy outside of renewal - Old Jail Facility	101-1110-57-9000-0000	Commission Contingency	-	(7,569.00)
To appropriate Commission Contingency and transfer to DDA for property added to GIRMA policy outside of renewal - Old Jail Facility	101-0000-61-1030-0000	Transfer to DDA	7,569.00	-
To amend budget for property & equipment added to GIRMA policy outside of renewal	953-6555-39-1200-0000	Transfer from General Fund	-	(7,569.00)
To amend budget for property & equipment added to GIRMA policy outside of renewal	953-6555-52-3100-0000	Insurance Other Than Employee Benefits	7,569.00	-
			15,384.00	(15,384.00)
Amendment #6				
To re-allocate budgeted funds for increased repair & maintenance costs for fiber infrastructure	570-4750-52-3701-0000	In-house Training	-	(1,000.00)
To re-allocate budgeted funds for increased repair & maintenance costs for fiber infrastructure	570-4750-52-3300-0000	Advertising	-	(3,000.00)
To re-allocate budgeted funds for increased repair & maintenance costs for fiber infrastructure	570-4750-53-1120-0000	Operating Supplies	-	(5,000.00)
To re-allocate budgeted funds for increased repair & maintenance costs for fiber infrastructure	570-4750-52-2200-0000	Repair & Maintenance Services	9,000.00	-
			9,000.00	(9,000.00)
Amendment #7				
To re-allocate funds for Technology Tools & Small Equipment to Capital Equipment due to cost of items meeting capital criteria	101-3220-53-1611-0000	Technology Tools & Small Equipment	-	(12,643.47)
To re-allocate funds from IT Tools & Small Equipment to Police Capital Equipment. Funds are from cost savings on computer bulk buys	101-1535-53-1600-0000	Tools & Small Equipment	-	(128.37)
To re-allocate funds from Tools & Small Equipment in IT and in PD to Capital Equipment due to cost of items meeting capital criteria	101-3220-54-2500-0000	Capital Equipment	12,771.84	-
			12,771.84	(12,771.84)
Amendment #8				
To re-allocate funds from Professional Services to Printing & Binding for annual Consumer Confidence Report	505-4431-52-1200-0000	Professional Services	-	(11,205.00)
To re-allocate funds from Professional Services to Printing & Binding for annual Consumer Confidence Report	505-4431-52-3400-0000	Printing & Binding	11,205.00	-
			11,205.00	(11,205.00)
Amendment #9				
To recognize insurance proceeds and appropriate proceeds for replacement of equipment - Tractor Blanton Mill	505-4334-38-3001-0000	Insuranced Claims	-	(31,675.00)
To recognize insurance proceeds and appropriate proceeds for replacement of equipment - Tractor Blanton Mill	505-4334-54-2500-0000	Capital Equipment	31,675.00	-
			31,675.00	(31,675.00)

Fiscal Year 2025-2026 Operating Capital Budget
Budget Amendment for General Housekeeping Measures #2

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #10				
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1320-51-1100-0000	Salaries & Wages	6,990.92	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1530-51-1100-0000	Salaries & Wages	3,115.08	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1570-51-1100-0000	Salaries & Wages	2,136.49	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1510-51-1100-0000	Salaries & Wages	14,014.19	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1535-51-1100-0000	Salaries & Wages	33,503.33	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1536-51-1100-0000	Salaries & Wages	8,663.47	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1540-51-1100-0000	Salaries & Wages	6,430.28	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1555-51-1100-0000	Salaries & Wages	2,822.54	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1665-51-1100-0000	Salaries & Wages	1,012.25	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-2500-51-1100-0000	Salaries & Wages	4,523.90	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3210-51-1100-0000	Salaries & Wages	6,473.92	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3220-51-1100-0000	Salaries & Wages	141,079.99	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3910-51-1100-0000	Salaries & Wages	1,356.19	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3510-51-1100-0000	Salaries & Wages	8,104.10	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3520-51-1100-0000	Salaries & Wages	103,957.62	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3530-51-1100-0000	Salaries & Wages	4,622.44	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4210-51-1100-0000	Salaries & Wages	5,131.01	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4220-51-1100-0000	Salaries & Wages	15,891.19	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4270-51-1100-0000	Salaries & Wages	2,856.20	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4910-51-1100-0000	Salaries & Wages	2,881.30	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-5220-51-1100-0000	Salaries & Wages	3,535.52	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-6210-51-1100-0000	Salaries & Wages	6,926.00	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3250-51-1100-0000	Salaries & Wages	6,055.13	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1506-51-1100-0000	Salaries & Wages	1,791.32	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-6580-51-1100-0000	Salaries & Wages	1,955.95	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-7320-51-1100-0000	Salaries & Wages	2,028.83	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-7510-51-1100-0000	Salaries & Wages	4,330.51	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4331-51-1100-0000	Salaries & Wages	6,784.63	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4332-51-1100-0000	Salaries & Wages	7,861.14	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4333-51-1100-0000	Salaries & Wages	3,633.44	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4334-51-1100-0000	Salaries & Wages	1,012.25	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4335-51-1100-0000	Salaries & Wages	3,194.03	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4337-51-1100-0000	Salaries & Wages	2,573.46	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4340-51-1100-0000	Salaries & Wages	5,669.57	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4405-51-1100-0000	Salaries & Wages	4,532.47	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4410-51-1100-0000	Salaries & Wages	2,803.57	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4431-51-1100-0000	Salaries & Wages	13,620.86	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4432-51-1100-0000	Salaries & Wages	17,429.02	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4440-51-1100-0000	Salaries & Wages	11,454.80	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4450-51-1100-0000	Salaries & Wages	13,665.96	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4460-51-1100-0000	Salaries & Wages	3,198.31	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4610-51-1100-0000	Salaries & Wages	6,644.48	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4620-51-1100-0000	Salaries & Wages	15,374.05	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4630-51-1100-0000	Salaries & Wages	31,737.71	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4660-51-1100-0000	Salaries & Wages	13,708.06	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-1590-51-1100-0000	Salaries & Wages	21,254.15	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4510-51-1100-0000	Salaries & Wages	5,934.56	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4521-51-1100-0000	Salaries & Wages	8,765.06	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4522-51-1100-0000	Salaries & Wages	12,316.41	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4531-51-1100-0000	Salaries & Wages	5,285.23	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4532-51-1100-0000	Salaries & Wages	5,053.28	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	550-6510-51-1100-0000	Salaries & Wages	5,899.19	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4710-51-1100-0000	Salaries & Wages	4,726.48	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4720-51-1100-0000	Salaries & Wages	16,193.52	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4730-51-1100-0000	Salaries & Wages	3,189.74	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	570-4750-51-1100-0000	Salaries & Wages	8,678.16	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	591-5130-51-1100-0000	Salaries & Wages	9,564.34	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	601-4800-51-1100-0000	Salaries & Wages	13,484.20	-

Fiscal Year 2025-2026 Operating Capital Budget
Budget Amendment for General Housekeeping Measures #2

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #10 (continued)				
To appropriate funds for Cost of Living Increase effective November 30, 2025	952-6550-51-1100-0000	Salaries & Wages	1,791.32	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1320-51-2200-0000	FICA	433.44	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1530-51-2200-0000	FICA	193.13	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1570-51-2200-0000	FICA	132.46	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1510-51-2200-0000	FICA	868.88	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1535-51-2200-0000	FICA	2,077.21	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1536-51-2200-0000	FICA	537.14	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1540-51-2200-0000	FICA	398.68	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1555-51-2200-0000	FICA	175.00	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1665-51-2200-0000	FICA	62.76	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-2500-51-2200-0000	FICA	280.48	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3210-51-2200-0000	FICA	401.38	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3220-51-2200-0000	FICA	8,746.96	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3910-51-2200-0000	FICA	84.08	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3510-51-2200-0000	FICA	502.45	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3520-51-2200-0000	FICA	6,445.37	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3530-51-2200-0000	FICA	286.59	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4210-51-2200-0000	FICA	318.12	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4220-51-2200-0000	FICA	985.25	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4270-51-2200-0000	FICA	177.08	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4910-51-2200-0000	FICA	178.64	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-5220-51-2200-0000	FICA	219.20	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-6210-51-2200-0000	FICA	429.41	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3250-51-2200-0000	FICA	375.42	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1506-51-2200-0000	FICA	111.06	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-6580-51-2200-0000	FICA	121.27	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-7320-51-2200-0000	FICA	125.79	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-7510-51-2200-0000	FICA	268.49	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4331-51-2200-0000	FICA	420.65	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4332-51-2200-0000	FICA	487.39	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4333-51-2200-0000	FICA	225.27	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4334-51-2200-0000	FICA	62.76	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4335-51-2200-0000	FICA	198.03	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4337-51-2200-0000	FICA	159.55	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4340-51-2200-0000	FICA	351.51	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4405-51-2200-0000	FICA	281.01	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4410-51-2200-0000	FICA	173.82	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4431-51-2200-0000	FICA	844.49	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4432-51-2200-0000	FICA	1,080.60	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4440-51-2200-0000	FICA	710.20	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4450-51-2200-0000	FICA	847.29	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4460-51-2200-0000	FICA	198.30	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4610-51-2200-0000	FICA	411.96	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4620-51-2200-0000	FICA	953.19	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4630-51-2200-0000	FICA	1,967.74	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4660-51-2200-0000	FICA	849.90	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-1590-51-2200-0000	FICA	1,317.76	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4510-51-2200-0000	FICA	367.94	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4521-51-2200-0000	FICA	543.43	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4522-51-2200-0000	FICA	763.62	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4531-51-2200-0000	FICA	327.68	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4532-51-2200-0000	FICA	313.30	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	550-6510-51-2200-0000	FICA	365.75	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4710-51-2200-0000	FICA	293.04	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4720-51-2200-0000	FICA	1,004.00	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4730-51-2200-0000	FICA	197.76	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	570-4750-51-2200-0000	FICA	538.05	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	591-5130-51-2200-0000	FICA	592.99	-

Fiscal Year 2025-2026 Operating Capital Budget
Budget Amendment for General Housekeeping Measures #2

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #10 (continued)				
To appropriate funds for Cost of Living Increase effective November 30, 2025	601-4800-51-2200-0000	FICA	836.02	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	952-6550-51-2200-0000	FICA	111.06	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1320-51-2300-0000	Medicare	101.37	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1530-51-2300-0000	Medicare	45.17	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1570-51-2300-0000	Medicare	30.98	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1510-51-2300-0000	Medicare	203.21	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1535-51-2300-0000	Medicare	485.80	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1536-51-2300-0000	Medicare	125.62	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1540-51-2300-0000	Medicare	93.24	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1555-51-2300-0000	Medicare	40.93	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1665-51-2300-0000	Medicare	14.68	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-2500-51-2300-0000	Medicare	65.60	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3210-51-2300-0000	Medicare	93.87	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3220-51-2300-0000	Medicare	2,045.66	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3910-51-2300-0000	Medicare	19.66	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3510-51-2300-0000	Medicare	117.51	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3520-51-2300-0000	Medicare	1,507.39	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3530-51-2300-0000	Medicare	67.03	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4210-51-2300-0000	Medicare	74.40	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4220-51-2300-0000	Medicare	230.42	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4270-51-2300-0000	Medicare	41.41	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-4910-51-2300-0000	Medicare	41.78	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-5220-51-2300-0000	Medicare	51.27	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-6210-51-2300-0000	Medicare	100.43	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-3250-51-2300-0000	Medicare	87.80	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-1506-51-2300-0000	Medicare	25.97	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-6580-51-2300-0000	Medicare	28.36	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-7320-51-2300-0000	Medicare	29.42	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	101-7510-51-2300-0000	Medicare	62.79	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4331-51-2300-0000	Medicare	98.38	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4332-51-2300-0000	Medicare	113.99	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4333-51-2300-0000	Medicare	52.68	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4334-51-2300-0000	Medicare	14.68	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4335-51-2300-0000	Medicare	46.31	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4337-51-2300-0000	Medicare	37.32	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4340-51-2300-0000	Medicare	82.21	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4405-51-2300-0000	Medicare	65.72	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4410-51-2300-0000	Medicare	40.65	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4431-51-2300-0000	Medicare	197.50	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4432-51-2300-0000	Medicare	252.72	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4440-51-2300-0000	Medicare	166.09	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4450-51-2300-0000	Medicare	198.16	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	505-4460-51-2300-0000	Medicare	46.38	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4610-51-2300-0000	Medicare	96.35	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4620-51-2300-0000	Medicare	222.92	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4630-51-2300-0000	Medicare	460.20	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-4660-51-2300-0000	Medicare	198.77	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	510-1590-51-2300-0000	Medicare	308.19	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4510-51-2300-0000	Medicare	86.05	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4521-51-2300-0000	Medicare	127.09	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4522-51-2300-0000	Medicare	178.59	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4531-51-2300-0000	Medicare	76.64	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	540-4532-51-2300-0000	Medicare	73.27	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	550-6510-51-2300-0000	Medicare	85.54	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4710-51-2300-0000	Medicare	68.53	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4720-51-2300-0000	Medicare	234.81	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	560-4730-51-2300-0000	Medicare	46.25	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	570-4750-51-2300-0000	Medicare	125.83	-

Fiscal Year 2025-2026 Operating Capital Budget
Budget Amendment for General Housekeeping Measures #2

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
Amendment #10 (continued)				
To appropriate funds for Cost of Living Increase effective November 30, 2025	591-5130-51-2300-0000	Medicare	138.68	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	601-4800-51-2300-0000	Medicare	195.52	-
To appropriate funds for Cost of Living Increase effective November 30, 2025	952-6550-51-2300-0000	Medicare	25.97	-
To recognize increase in County Contribution for Airport relative to Cost of Living Increase for Airport employees effective November 30, 2025	550-6510-33-6010-0000	Spalding County Contribution (Airport)	-	(3,175.24)
To recognize increase in City Contribution for Airport relative to Cost of Living Increase for Airport employees effective November 30, 2025	550-0000-39-1200-0000	Transfer In From General Fund	-	(3,175.24)
To recognize increase in City Contribution for Airport relative to Cost of Living Increase for Airport employees effective November 30, 2025	101-0000-61-1015-0000	Transfer Out to Airport Fund	3,175.24	-
To recognize increase in County Contribution for Archives relative to Cost of Living Increase for Archives employee effective November 30, 2025	101-6580-33-6006-0000	Spalding County Contribution (Archives)	-	(1,052.79)
To recognize increase in GSCSS Contribution for School Resource Officers relative to Cost of Living Increase for applicable officers (3) effective November 3(	101-3200-33-6005-0000	Board of Education - RESA	-	(4,673.00)
To increase Transfer from the General Fund to the Golf Course Fund relative to Cost of Living Increase for Golf Course employees effective November 30, 20	591-0000-39-1200-0000	Transfer In From General Fund	-	(10,296.01)
To increase Transfer from the General Fund to the Golf Course Fund relative to Cost of Living Increase for Golf Course employees effective November 30, 20	101-0000-61-1018-0000	Transfer Out to Golf Course Fund	10,296.01	-
To increase Transfer from the General Fund to the Motor Pool Fund relative to Cost of Living Increase for Motor Pool employees effective November 30, 2025	601-0000-39-1200-0000	Transfer In From General Fund	-	(14,515.74)
To increase Transfer from the General Fund to the Motor Pool Fund relative to Cost of Living Increase for Motor Pool employees effective November 30, 2025	101-0000-61-1019-0000	Transfer Out to Motor Pool Fund	14,515.74	-
To increase Transfer from the General Fund to the Mainstreet Fund relative to Cost of Living Increase for Mainstreet employee effective November 30, 2025	952-6550-39-1200-0000	Transfer In From General Fund	-	(1,928.36)
To increase Transfer from the General Fund to the Mainstreet Fund relative to Cost of Living Increase for Mainstreet employee effective November 30, 2025	101-0000-61-1027-0000	Transfer Out to Mainstreet Fund	1,928.36	-
			771,864.08	(38,816.38)
Amendment #11				
To re-allocate funds from Tools & Small Equipment to Capital Equipment for purchase of a refrigerated sampler for the Potato Creek Wastewater Treatment I	505-4332-53-1600-0000	Tools & Small Equipment	-	(8,465.60)
To re-allocate funds from Tools & Small Equipment to Capital Equipment for purchase of a refrigerated sampler for the Potato Creek Wastewater Treatment I	505-4332-54-2500-0000	Capital Equipment	8,465.60	-
			8,465.60	(8,465.60)
Amendment #12				
To reallocate funds from Wastewater Collection Technical Services to Capital Equipment for purchase of a computer for the POSM System	505-4340-52-1300-0000	Technical Services	-	(5,100.00)
To reallocate funds from Wastewater Collection Technical Services to Capital Equipment for purchase of a computer for the POSM System	505-4340-54-2500-0000	Capital Equipment	5,100.00	-
			5,100.00	(5,100.00)
Amendment #13				
To reallocate funds from Sign Shop Operating Supplies to for the purchase of Flashing Beacon Systems	505-4270-53-1120-0000	Operating Supplies	-	(7,695.00)
To reallocate funds from Sign Shop Operating Supplies to for the purchase of Flashing Beacon Systems	505-4270-54-2500-0000	Tools & Small Equipment	7,695.00	-
			7,695.00	(7,695.00)
Amendment #14				
To increase the Stormwater Budget for the purchase of an equipment trailer for Stormwater Operations	560-4720-54-2500-0000	Capital Equipment	56,453.00	-
			56,453.00	-
Amendment #15				
To reallocate funds from Parks to Pool for a site assessment study	101-4220-53-1120-0000	Operating Supplies	-	(6,500.00)
To reallocate funds from Parks to Pool for a site assessment study	101-5120-52-1200-0000	Professional Services	6,500.00	-
			6,500.00	(6,500.00)
		Grand Total	**2,451,237.33**	**(1,699,589.49)**
		Total Revenue	1,384,072.95	(46,300.53)
		Total Expenditures/Expenses	980,378.17	(1,566,502.75)
		Total Transfers In	43,577.36	(43,208.85)
		Total Transfer Out	43,208.85	(43,577.36)
		Total Budgetary Debits/Credits	**2,451,237.33**	**(1,699,589.49)**
		By Fund		
		General Fund	495,437.89	(76,143.99)
		Water & Wastewater Fund	239,327.78	(134,440.60)
		Electric Fund	95,505.41	-
		Solid Waste Fund	40,458.18	(246.00)
		Airport Authority Fund	1,445,449.79	(1,445,449.79)
		Stormwater Fund	82,407.14	-
		Telecommunications Fund	18,342.04	(9,000.00)
		Golf Course Fund	10,296.01	(10,296.01)
		Motor Pool Fund	14,515.74	(14,515.74)
		Mainstreet Fund	1,928.36	(1,928.36)
		DDA Fund	7,569.00	(7,569.00)
		Total All Funds	**2,451,237.33**	**(1,699,589.49)**

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 II work from Crowder Construction Company, best responsive bidder, in the amount of $62,749,318.00. *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 II amendment to the contract is for the expansion of the Shoal Creek WWTP from a 2.25 MGD to a 4.5 MGD capacity. This upgrade will satisfy the EPD consent order requiring the closure of the Blanton Mill LAS. It will also secure the needed sewer capacity in the Shoal Creek Sewer basin for the next 20 plus years.

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 is $62,749,318.00.

Submitted By:
Brandon Lewis

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
CMAR.pdf
Shoal Creek WPCP Exh E_Ph II Constr Amendment (LS) 3-16-26_r2 (CCC signed) signed by AJW.pdf

CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

Contract Template:

Agreement

Water Collaborative Delivery Association

Better Projects, Together.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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.

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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

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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)

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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

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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.

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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

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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.

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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

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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

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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

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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

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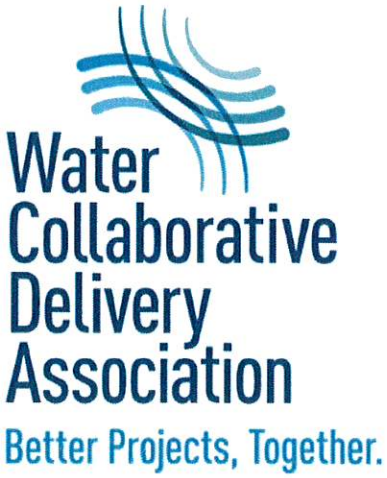
Exhibit A—General Conditions to Agreement

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CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

Contract Template:

Exhibit A – General Conditions to Agreement


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Better Projects, Together.

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WCDA NO. CMAR-106-2023

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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.

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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

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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.

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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

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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

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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,

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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

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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

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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

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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

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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

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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.

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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

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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.

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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.

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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

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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

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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

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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.

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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.

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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

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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

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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.

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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

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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

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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

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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

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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.

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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.

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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.

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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,

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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.

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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.

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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

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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.

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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:

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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.

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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.

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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.

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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.

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Exhibit C—Phase I Notice to Proceed

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Exhibit D—Phase I Early Work(s) Package(s)

N/A

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Exhibit D.1—Phase I Early Work(s) Package(s) Amendment Form

N/A

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Exhibit E—Phase II Construction Price Amendment

To be developed

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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

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Exhibit G—Project Technical Requirements (Owner's RFP)

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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 *Notice to Proceed* 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 will 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

	Preconstruction	Construction Fee	
ITEM		**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
Funding Administration - Additional Fee		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.

<table>
<tr><td><u>PRINCIPAL:</u></td><td><u>ATTEST (2 Individuals)</u></td></tr>
<tr><td>Signature

Principal:</td><td>Signature

Name:</td></tr>
<tr><td>Address:</td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td>By:</td><td rowspan="2">Signature

Name:</td></tr>
<tr><td>Title:</td></tr>
<tr><td>Date:</td><td></td></tr>
<tr><td colspan="2">(CORPORATE SEAL)</td></tr>
</table>

Proposal Form 1 – Key Personnel[1]

(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: _____

_____

_____

_____

_____

_____

Commitment[2]

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
			Provide Total Estimated Individual Hours per Key Personnel by Task					
Preconstruction Phase								
Task 1								
Task 2								
Task 3								
Task 4								
Task 5								
Other Tasks: Identify								
	Total Combined Fee[4]	**Total Combined Hours[5]**						
TOTALS								

[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: _____

CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

Contract:

Exhibit E – Phase II Construction Price Amendment (Lump Sum)


Water
Collaborative
Delivery
Association
Better Projects, Together.

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WCDA NO. CMAR-109-2023

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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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Exhibit E
Phase II Construction Price Amendment

Effective Date of this Amendment:	
Effective Date of CMAR Construction Agreement and General Conditions	March 11, 2025
Owner:	City of Griffin, Georgia
CMAR:	Crowder Construction Company
Facility:	Shoal Creek Water Pollution Control Plant (WPCP)
Project:	Expansion to 4.5 MGD
Project No.:	00004285
Total This Amendment:	**$62,749,318.00**

This Phase II Construction Price Amendment (this "Amendment") is entered into pursuant to Paragraph 2.2 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 II Construction 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 II Construction 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 included in **Attachment 1** hereto.

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ARTICLE 2 — Contract Time

2.1 Substantial and Final Completion

The CMAR shall achieve Substantial Completion of all Work under the Contract Documents within [790] days (the "Contract Time") from the Commencement Date. The "Commencement Date" shall be the later of: (a) the issuance of a Phase II Notice to Proceed by the Owner with the Construction Phase Work, or (b) 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 [180] 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 3.1 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 II Construction Price") **(check applicable box)**:

3.1.1 ☒ The Lump-Sum Contract amount of $[57,344,774]; 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 $[NUMBER] (the "GMP" or "Guaranteed Maximum Price"). The Guaranteed Maximum Price is the amount beyond which the Phase II Construction 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 II Construction Price Amendment. Owner's Allowance amounts, included in this Amendment, are in addition to the Lump-Sum Contract amount noted in Paragraph 3.1.1 above).

3.2 The compensation to be paid shall be limited to the Phase II Construction 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 II Construction 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 II Construction 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 II Construction Price without reimbursement or additional compensation from the Owner.

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

3.3 CMAR FEE

☒ **Check if applicable.** ☐ **Check if not applicable.** The Fee ("CMAR's Fee" or "Fee") payable by the Owner to the CMAR, is included in, and a part of, the Phase II Construction Contract Price agreed upon by the Owner and the CMAR pursuant of this Amendment. The CMAR's Fee includes all the CMAR's home office overhead and profit. Construction General Conditions Costs are an element of the Cost of Work and are not included in the CMAR's home office overhead.

3.3.1 Adjustment in the CMAR's Fee shall be made as follows:

3.3.1.1 The CMAR's Fee of [13.75]% of the Cost of the Work shall be multiplied by the Cost of the Work included in additive changes in the Work as provided in Article 7 of the Agreement and Article 7 of the General Conditions, and such CMAR Fee, together with the Cost of the Work reflected in such additive change in the Work shall be added to the GMP. Deductive Change Orders shall result in a corresponding decrease in the CMAR's Fee.

3.3.1.2 For delays in the Work not caused by the CMAR, except as provided in Paragraph 5.3 of the Agreement and Article 5 of the General Conditions, in all situations in which (a) the Phase II Construction Price is based on the Cost of the Work plus the CMAR's Fee (with or without a GMP), the Phase II Construction Price shall be increased by the increase in the Cost of the Work (including Construction General Conditions Costs [hereinafter defined]) resulting from such delay, plus CMAR's Fee on such increased Cost of the Work; and (b) the Phase II Construction Price is based on a Lump-Sum Contract amount, there [shall] be an equitable adjustment in the Phase II Construction Price resulting from such delay, including an increase in the Cost of the Work impacted by such delay, increased

Construction General Conditions Costs thereon, and CMAR's overhead and profit on such increased costs.

3.3.1.3 In the event the Owner issues a Field Order or Owner Change Directive, as defined in Article 1 of the Agreement, compensation to the CMAR will be as follows:

3.3.1.3.1 Lump sum, with appropriate documentation, if agreed to by the Parties; or

3.3.1.3.2 In the absence of such an agreement, Cost of the Work plus a Fee of [13.75]%.

3.3.1.4 If the CMAR is retained by the Owner pursuant to a separate written agreement to undertake construction or replacement of an insured or uninsured loss, the CMAR shall be paid an additional fee in the same proportion that the CMAR's Fee bears to the estimated Cost of the Work for the replacement.

3.3.1.5 For the CMAR's Contingency used as provided for in Article 6 of this Amendment, the CMAR's Fee of [13.75]% will be applied but only after the time such CMAR Contingency is used and not beforehand.

ARTICLE 4 — Cost of the Work

The Cost of the Work ("Cost of the Work"), when reconciling the Phase II Construction Price, consists of all costs incurred in connection with the Work, including, without limitation, the following, unless such items are expressly stated to be excluded costs:

4.1 Wages and salaries including payroll taxes and benefits paid for labor in the direct employ of the CMAR in the performance of the Work, including compensation for craft or trade labor performed by CMAR's personnel.

4.2 Construction General Conditions Costs, as negotiated between the Owner and the CMAR.

4.3 Without duplication of the Construction General Conditions Costs, cost of all employee benefits and taxes, including, but not limited to, workers' compensation, unemployment compensation, Social Security, health, welfare, training, drug testing, and other nonprofit sharing or non-retirement benefits as required by law, labor agreements, or paid under the CMAR's standard personnel policy, to the extent such costs are based on wages and salaries of CMAR's employees included in the Cost of the Work under Paragraphs 4.1 and 4.2 hereof. Holidays and vacations are excluded from payroll taxes and other employee benefits and shall be billed directly to the Project and considered reimbursable under the terms of the Contract Documents.

4.4 Reasonable transportation, travel, hotel, and moving expenses of the CMAR personnel incurred in connection with the Work.

4.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner; transportation, storage, and handling.

4.6 Payments made by the CMAR to Subcontractors for work performed under the Contract Documents.

4.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed, that remain the property of the CMAR.

4.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether provided by the CMAR or rented from Others, in each case agreed-upon rates in effect in the market in which the Project is located and including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at the aforementioned agreed-upon rate(s). In the case equipment is provided by CMAR rates shall be in accordance with the latest Blue Book Equipment Rates.

4.9 Cost of the premiums for all insurance and surety bonds which the CMAR is required to procure or deems necessary, including major Subcontractors and equipment system suppliers, and as approved by the Owner, including any additional premium incurred because of any increase in the GMP.

4.10 Sales, use, gross receipts, or other taxes, tariffs, duties, or impositions or exactions related to the Work for which the CMAR is liable.

4.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the CMAR is not responsible as set forth in Paragraphs 3.4.4 and 9.8 of the General Conditions, and deposits lost for causes other than the CMAR's negligence.

4.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a period of [180] days following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from the gross negligence or willful misconduct of the CMAR.

4.13 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

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4.14 All costs associated with demobilizing and remobilizing the field office and the CMAR's workforce, including Subcontractor workforces, because of a suspension of the Work by the Owner.

4.15 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone (including cell phone) service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

4.16 All water, power, heating, fuel, chemicals for commissioning, and other utility costs necessary for the Work.

4.17 Cost of removal of all nonhazardous substances, debris, and waste materials.

4.18 Costs incurred due to an emergency affecting the safety of persons or property.

4.19 Costs related to the Work for safety, OSHA, EEO, and other regulatory reporting as well as Project time, personnel, and data records and reports. Payment of OSHA fines of the CMAR or its Subcontractors is not an allowable Cost of Work.

4.20 Additional costs resulting from laws, ordinances, rules, regulations, and taxes enacted after the date of the Contract Documents.

4.21 Self-insured retentions and deductibles resulting from any insured loss or casualty.

4.22 All costs directly incurred in the performance of the Work or in connection with the Project and not included in the CMAR's fee as set forth in Article 3.3.

4.23 Any Contingencies identified and selected in Article 6 hereof, excluding, however, any Owner Contingency.

4.24 Allowances, when authorized, become a part of the Cost of the Work. Allowances are not included in the CMAR's Contingency. If an Allowance is projected to be exceeded, the Owner shall be required to fund the additional incremental cost and the Contract Price shall be adjusted accordingly. The initial list of Allowances is included as **Attachment** 1 of this Phase II Construction Price Amendment.

ARTICLE 5 — Excluded Costs

The Cost of the Work, when determining the Phase II Construction Price based on a GMP, does not include:

5.1 Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the Site office, except as specifically provided

in Paragraph 4.3 and/or other costs and expenses that are not necessary to execute, or do not otherwise support, the Work.

5.2 Except only to the extent that the costs enumerated in this Paragraph 6.2 are covered by the Builder's Risk Policy of insurance required by the Contract Documents and the proceeds of such policy are actually paid to the Owner on account of such costs.

5.3 Costs incurred due to the gross negligence or willful misconduct by the CMAR, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whom they are liable, or to the failure of the CMAR to fulfill a specific responsibility to the Owner set forth in the Contract Documents.

5.4 Legal, mediation, and arbitration fees and costs arising from disputes between the Owner and the CMAR.

5.5 Costs that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 6 — 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 6 **(check applicable box[es])**:

6.1 ☒ A CMAR Contingency in the amount of [$2,382,295] [~4.93% 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.

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

6.2.1 For Owner Contingency, the sum of [$NUMBER] [NUMBER% OF THE COST OF THE WORK].

6.2.2 For CMAR Contingency, the sum of [$2,382,295] [~4.93% 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.

6.2.3 The status of the CMAR Contingency shall be reconciled by the CMAR, as applicable, following receipt of the 100% Issued for Construction (IFC) documents. Following this reconciliation, no further reporting is required by the CMAR to the Owner per Article 2.3.3. of the General Conditions as it relates to this Amendment.

6.3 Unused CMAR Contingency on Work remaining at Final Completion of the Work shall accrue to the **CMAR**.

6.4 As used in this Article 6, "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 II Construction Price and used and controlled solely and exclusively by the Owner for the Owner's sole and exclusive use on the Project.

6.5 As used in this Article 6, the "CMAR Contingency" means the dollar amount set forth in Paragraph 6.1 or Paragraph 6.2.2 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 II Construction 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 6.5.1. 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.

6.5.1 Any unused CMAR Contingency remaining at Substantial Completion of the Project shall accrue to the **CMAR**.

ARTICLE 7 — Savings

☐ **Check if applicable.** ☒ **Check if not applicable.** Where a GMP has been selected by the Parties in accordance with Paragraph 3.1.2 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: [N/A]% to CMAR and [N/A]% to the Owner. In such event, savings shall be calculated and paid as part of the Final Payment under Article 9 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 6.3 hereof.

ARTICLE 8 — Early Completion Bonus

☐ **Check if applicable.** ☒ **Check if not applicable.** If the CMAR substantially completes the Work prior to the Substantial Completion Date in accordance with the terms and provisions of the Agreement and other Contract Documents, the CMAR shall be paid on the Final Completion Date an early completion bonus in the amount of $[N/A] per day for each day the Project was completed prior to the Substantial Completion Date. Such bonus shall be subject to a maximum cap of $[N/A].

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ARTICLE 9 — Retainage

From each progress payment, the Owner may retain funds in accordance with this Article 9 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:

9.1 Retention in the amount of [5]% (tied to state public contracting requirements) shall be withheld from each Progress Payment until the Work is [50]% complete, except as noted below in Paragraph 9.2, and thereafter retainage shall be reduced to [0]%.

9.2 Retention for the Phase II Construction 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.

9.2.1 ☐ **Check if applicable.** At the request and expense of the CMAR, a substitution of securities may be made for any monies retained by the Owner to ensure performance under the Contract Documents to the extent permitted by state law. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate for Payment shall be deposited by the CMAR with a state or federally chartered bank in the state of [INSERT STATE] ("Escrow Agent"), which shall hold such securities pursuant to the Escrow Agreement referred to in Subparagraph 13.2.3 until retention is due in accordance with this Agreement. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. The CMAR shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.2.2 ☐ **Check if applicable.** At the request and expense of the CMAR, a substitution of an irrevocable Letter of Credit can be provided in lieu of a specified retainage.

9.2.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by the CMAR, the Owner, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. The CMAR shall submit the Selection of Retention Options and the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention not later than the date when 50% of the Work has been completed.

ARTICLE 10 — Final Payment

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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.

ARTICLE 11 — Fee for Termination for Convenience

Check applicable box.

11.1 ☐ A fixed termination fee in the amount of [NUMBER]% of the Phase II Construction Price.

11.2 ☒ A termination fee of [7]%, calculated on the value of uncompleted work, shall be due or payable by the Owner to the CMAR.

11.3 ☐ No termination fee shall be due or payable.

ARTICLE 12 — Dispute Resolution

The method of dispute resolution shall be as selected in the General Conditions.

ARTICLE 13 — Miscellaneous

Except as modified herein, the Agreement remains in full force and effect.

13.1 This Amendment 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 hereon shall be deemed originals for all purposes.

Executed as of the Effective Date.

OWNER	**CMAR**
By: City of Griffin, Georgia	By: C. Robards
Name:	Name: Christopher J. Robards
Title:	Title: Senior Vice President
Dated:	Dated: 3/16/2026

City of Griffin's signature on following page:

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
City Attorney

Attachment 1 — Phase II 90% Design Price Proposal (revised)

(See attached Lump Sum Price proposal from Crowder Construction Company dated 3/16/26)

1111 Burma Drive
Apex, NC 27539
919-367-2000 Fax 919-367-2097

www.crowderusa.com

CROWDER CONSTRUCTION COMPANY
CIVIL AND ENVIRONMENTAL

Date: March 16, 2026

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

Re: Shoal Creek WPCP Expansion to 4.5 MGD
Phase II Construction - 90% Design Price Proposal (**revised**)

Attn: Brandon Lewis

Pursuant to Paragraph 2.1.3 of our Agreement, dated March 11, 2025, we are pleased to provide you with pricing as follows:

Lump Sum Price (LS) -	**$57,344,774**
Allowances -	**$ 5,404,544**
Total Contract -	**$62,749,318**

90% Value Engineering (VE) – the following is a list of the most significant revisions:

- The above price is lump sum. We will reconcile our estimate (open book) following receipt of the 100% IFC design documents and make final adjustments from the design development allowance and material contingency budget, as applicable. Following the 100% reconciliation Crowder will no longer be obligated to share project cost information.
- EQ Pump Station has been replaced with gravity drain piping to the new Influent Splitter Box
- Re-use of an existing screen from the existing Screening and Grit Structure at Influent Pump Station B.
- Deletion of vertical turbine re-use pumps and associated discharge force main to tie-in point of existing plant non-potable water piping
- Re-use of existing decant pumps in Digester Pump Station
- Changed UV system supplier from Trojan to Ultra Aqua
- Deletion of N-S walkway and stairs from the MSBR Basin

In addition to the preliminary design documents, information and correspondence exchanged on the above referenced VE ideas, our proposal is based on the 90% design documents by KCI, dated November 2025, plus addendum 1-4 R1.

Schedule – Based on receipt a Notice to Proceed (NTP) by no later than April 15, 2026, we anticipate an approximate duration of Seven Hundred Ninety (790) calendar days to achieve Substantial Completion, provided a land disturbance permit has been obtained and sitework can commence by no later than May 1, 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. Final completion, to include upgrades at the EQ Basin, Influent Pump Station A, final sitework and punchlist, within One Hundred Eighty (180) calendar days following Substantial Completion.

We have included Allowances as follows:

• Design Development Allowance	$1,500,000
• Owner's Unforeseen Allowance	$500,000
• Testing Allowance	$60,000
• Mass Rock Allowance (waste on-site)	$37,500 (250 cy x $150/cy)
• Trench Rock Allowance (waste on-site)	$50,000 (250 cy x $200/cy)
• Inclement weather	$635,040 (72 days @ $8,820/day)
• Operations Building – Casework, Electrical & Plumbing Allowance	$168,960
• Biosolids Hopper/Conveyor Allowance	$214,939
• Aeration Basin #1 & #2 – Draining and Sludge Removal Allowance	$2,238,105

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

- Project Cost Summary
- List of Assumptions and Clarifications
- Escalation Summary
- Proposed Inclement Weather Days Language

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 April 17, 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
90% Estimate - Project Summary
March 9, 2026

Item	Description		90% Revised Estimate	90% Estimate			Comments
	Proposed Cost Items:						
Item 00	Sitework		$6,613,935	$6,623,546	($9,611)		Deleted EQ Basin FM and re-use water piping. Added 12" EQ drain and control valve & metering vault.
Item 05	Influent Splitter Box		$195,145	$176,314	$18,831		Added slide gate at splitter box for new 12" EQ drain.
Item 10	Influent Pump Station A		$367,821	$367,827	($6)		
Item 15	Influent Pump Station B		$789,781	$931,802	($142,021)		Deleted new screen and re-used existing screen from existing screenings & grit structure.
Item 20	Existing Headworks / Grit Removal Demolition		$47,184	$47,189	($5)		
Item 25	Proposed Grit Removal / Splitter Box		$864,214	$864,266	($52)		
Item 30	MSBR Basin & Anaerobic / Phase Separator-Anoxic Structures		$10,991,763	$11,113,650	($121,887)		Deleted north-south walkway and stairs from MSBR Basin.
Item 35	Tertiary Filters		$1,469,464	$1,469,516	($52)		
Item 40	UV Disinfection		$818,518	$788,044	$30,474		Changed UV system from Trojan to Ultra Aqua.
Item 45	Cascade Aerator		$481,377	$726,888	($245,511)		Deleted re-use (VTP) pumps and re-use piping (buried piping was carried in Item 00).
Item 50	Effluent Flow Meter Structure		$72,379	$72,384	($5)		
Item 55	Aerobic Digesters & Digester Pump Station		$3,110,135	$3,131,232	($21,096)		Deleted new pumps and re-used existing decant pumps in Digester Pump Station.
Item 60	Existing Biosolids Building		$1,478,387	$1,478,420	($32)		
Item 65	Drain Pump Station		$574,497	$574,510	($13)		
Item 70	EQ Basin & EQ Basin Pump Station		$857,579	$1,222,716	($365,137)		Deleted EQ Pump Station and replaced with 12" gravity drain and control valve & metering vault (piping and vault in Item 00
Item 75	Blower Building		$565,413	$565,458	($45)		
Item 80	Chemical Storage & Feed - ACH		$245,348	$245,361	($12)		
Item 85	Chemical Storage & Feed - Lime		$510,386	$510,407	($21)		
Item 90	Electrical		$5,780,935	$5,815,738	($34,802)		
Item 95	Electrical Building		$867,772	$867,864	($92)		
Item 100	Instrumentation & Control		$893,561	$890,772	$2,789		Added 8" magnetic flow meter in vault. Deleted ultrasonic level transmitter and high level float from EQ PS wetwell.
Item 105	Generator		$1,347,306	$1,347,346	($40)		
Item 110	Proposed Operations Building		$733,324	$816,258	($82,934)		Corrected casework allowance overage.
Item 115	Modifications / Demo at Existing Ops Building		$187,758	$187,789	($31)		
Item 120	Sludge Removal from Existing Aeration Basins (Included in Allowances)		$0	$0	$0		
	Permits & Fees		$5,564	$5,564	$0		
	General Conditions		$4,309,854	$4,120,275	$189,579		
	Construction Equipment, Crane & Operator, Equipment Mobilization & Maintenance		$1,508,071	$1,479,162	$28,909		
	Labor & Construction Equipment Escalation		$433,910	$427,735	$6,174		
	Sales Tax		$1,710,849	$1,820,713	($109,864)		
	Bonds & Insurance		$486,431	$527,049	($40,619)		
	Weather Days (Included in Allowances)		$0	$0	$0		
	Proposed Cost Items Subtotal -		***$48,318,663***	***$49,215,797***	***($897,134)***		
	Indirect Cost Items:						
	CMAR Construction Fee	13.75%	**$6,643,816**	**$6,767,172**	**($123,356)**		
	Applied Cost Items:						
	Design Development Contingency (Included in Allowances)	0.0%	$0	$0	$0		
	CMAR Construction Contingency	3.2%	$1,569,802	$2,460,790	($890,988)		
	Owner Contingency	0.0%	$0	$0	$0		
	CMAR Material Escalation Contingency		$812,493	$1,031,248	($218,754)		
	Applied Cost Items Subtotal -		***$2,382,295***	***$3,492,038***	***($1,109,742)***		
	Proposed Cost Items + Applied Costs -		**$57,344,774**	**$59,475,006**	**($2,130,232)**		

City of Griffin
Shoal Creek Water Pollution Control Plant Expansion
90% Estimate - Project Summary
March 9, 2026

Item	Description		90% Revised Estimate	90% Estimate			Comments
	Allowances:						
	Design Development Allowance	3.1%	$1,500,000	$3,691,185	($2,191,185)		
	Owner Allowance		$500,000	$500,000	$0		
	Testing Allowance		$60,000	$60,000	$0		
	Mass Rock Allowance (250 CY) - Waste Onsite		$37,500	$37,500	$0		
	Trench Rock Allowance (250 CY) - Waste Onsite		$50,000	$50,000	$0		
	Weather Day Allowance		$635,040	$752,062	($117,022)		
	Ops Building Electrical, Plumbing and Casework Allowance		$168,960	$763,528	($594,568)		$60/SF allowance for electrical, plumbing, and casework as directed by City of Griffin.
	Biosolids Hopper Conveyor & Retrofit Allowance		$214,939	$214,939	$0		
	Project Sludge Dewatering & Removal Allowance		$2,238,105	$2,500,000	($261,895)		Includes cost for Synagro's NTE proposal for Temp. Ops. Pkg. sludge removal
	Allowances -		**$5,404,543**	**$8,569,213**	($3,164,670)		
	Phase 2 Construction Total -		**$62,749,318**	**$68,044,220**	**-$5,294,902**		
	Alternate Items:						
A01	Land Application System (LAS) Closure / Demo		$686,268	$686,268	$0		
	Phase 2 Construction w/ Alternate Items Total -		**$63,435,585**	**$68,730,488**	**-$5,294,902**		

City of Griffin

Shoal Creek Water Pollution Control Plant Expansion

Clarifications and Assumptions Log

Item No.	Description / Structure	Drawing / Spec	Division	Description	Phase	Comments / Path Forward
1	General		Div. 01	Our 90% estimate is based upon the 90% drawings and specifications dated November 2025 (issued December 16, 2025) and Addendums 1 - 4-R1.	90%	
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.	90%	
3	General		Div. 01	No provisions have been made for testing, abatement and/or disposal of hazardous materials.	90%	
4	General		Div. 01	All water and electrical service for construction activities and temporary utilities will be supplied by the Owner at no cost.	90%	
5	General		Div. 01	We have not included any regulatory or state permit fees.	90%	
6	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.	90%	
7	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.	90%	
8	Submittals	01 33 00 Part 1.3 G	Div. 01	We assume that critical submittals can be reviewed in 14 calendar days.	90%	
9	Seeding		Div. 02	Sodding of disturbed areas and landscaping are not included. Maintenance (mowing, etc.) of permanently seeded and existing undisturbed areas is not included. Crowder will maintain areas that are inaccessible during construction such as staging, laydown, and within limits of active work locations.	90%	
10	Landscaping		Div. 02	Provisions for landscaping and irrigation are not included.	90%	
11	Site		Div. 02	Unless otherwise shown, no retaining walls have been included in our pricing.	90%	
12	Basin Liners		Div. 02	Liners terminate at edges of concrete (bottom) slabs in basins - liners do not extend over the bottom slabs.	90%	
13	Basin Liners		Div. 02	We exclude any leakage testing of basin liners.	90%	
14	Asphalt Pavement	CD-1.1	Div. 02	New asphalt pavement is based on the Heavy Duty detail shown on CD-3.2.	90%	
15	Curb & Gutter		Div. 02	Concrete curb and gutter is not shown and is not included for any paved areas.	90%	
16	Roof Drains		Div. 02	Downspouts and splash blocks are included at canopies and buildings. Underground drain piping is not included.	90%	
17	Backfill		Div. 02	All backfill material is assumed to be available on site from structure excavations or borrow pit. Pricing does not include imported fill.	90%	
18	Concrete Curb		Div. 02	Concrete curbing is included around the MSBR and Digester basins (Addendum 3).	90%	
19	Storm Drainage		Div. 02	Storm drain piping and/or structures are only provided as shown on the drawings.	90%	
20	Gravel Access Drives		Div. 02	Gravel access drives around the Digesters, MSBR, and EQ Basin are not included.	90%	
21	Erosion Control		Div. 02	Erosion control is based on the on 90% Quantity Estimate provided in Addendum 2.	90%	
22	Rebar		Div. 03	Rebar reinforcement is provided as detailed on the structural drawings. Where detail is not shown, we've included #5 @ 12" O.C. and #6 @ 12" O.C for slabs, walls, and suspended slabs.	90%	

City of Griffin
Shoal Creek Water Pollution Control Plant Expansion
Clarifications and Assumptions Log

Item No.	Description / Structure	Drawing / Spec	Division	Description	Phase	Comments / Path Forward
23	Structural		Div. 03	Concrete thicknesses of proposed structures are sized as detailed on the drawings. Where detail is not shown, thicknesses are scaled from the drawings.	90%	
24	Construction Joints		Div. 03	Where not shown, construction joints are assumed to be 65' each way.	90%	
25	Concrete Finish		Div. 03	Rub finish is included for concrete which is to be exposed permanently to view, including to a point one (1) foot below grade on the exterior and one (1) foot below the water line on the interior of basins. A Thoroseal cementitious coating is not included.	90%	
26	Admixtures		Div. 03	Crystalline waterproofing, shrinkage reducing, and chemical corrosion admixtures have not been included in any concrete.	90%	
27	Existing Concrete		Div. 03	Provisions for concrete repairs (cracks, spall) to existing structures is not included.	90%	
28	Concrete Leak Testing		Div. 03	Leak testing of existing structures is not included.	90%	
29	Concrete Floors		Div. 03	Interior building slabs include a smooth trowel finish and clear sealer.	90%	
30	Specialty Coatings		Div. 04-10	Specialty coatings (MIC, Epoxy) are not included on any concrete structures or precast vaults and manholes .	90%	
31	MSBR Walkway	C-10.3, 10.4	Div. 04-10	The north-south walkway has been removed from the project design and is not included in our pricing.	90% VE	
32	Process Guarantees		Div. 11	Crowder Construction is not responsible for any process guarantees.	90%	
33	Spare Parts		Div. 11	Spare parts and/or shelf spares are only included as specified.	90%	
34	Chemicals		Div. 11	We are not providing any chemical totes or chemical fill-ups of the bulk storage tanks.	90%	
35	Bulk Storage Tanks		Div. 11	Leak testing of the bulk storage tanks is included. We have not included any 3rd party testing (acoustical emissions testing, etc.) of the bulk storage tanks.	90%	
36	Sump Pumps		Div. 11	Unless otherwise shown, sump pumps are not included in any valve or meter vaults.	90%	
37	IPS B		Div. 11	Existing screen from the existing screenings and grit structure will be removed and installed at IPS B. Modifications or repair of the existing screen by Parkson is not included.	90% VE	
38	Digester Pumps		Div. 11	The existing decant pumps will be reused at the Digester Pump Station. The existing pumps will need to be removed and shipped back to the pump vendor for cleaning and new cabling, etc. We are not including any temporary pumping operations during the pump modification period.	90% VE	
39	Valves, Gates		Div. 15	Unless specifically shown on the drawings, all gates and valves include manual operators.	90%	
40	DI Pipe & Fittings		Div. 15	All ductile iron fittings are compact MJ. Fittings will be restrained where required with Megalugs. All restrained joint piping includes proprietary restarined joints and accessories.	90%	
41	DI Linings		Div. 15	All PW and NPW include cement mortar lining. Process lines include Protecto 401. Pipe and fittings for air service are unlined. Gaskets for air service are Viton.	90%	
42	HVAC		Div. 15	All HVAC to be controlled by thermostats. Pricing does not include HVAC control panels.	90%	
43	HVAC		Div. 15	HVAC ductwork at the Operations and Electrical Buildings is galvanized.	90%	
44	Fire Sprinkler		Div. 15	Fire sprinklers are not included in any buildings.	90%	

City of Griffin
Shoal Creek Water Pollution Control Plant Expansion
Clarifications and Assumptions Log

Item No.	Description / Structure	Drawing / Spec	Division	Description	Phase	Comments / Path Forward
45	Fuel Storage		Div. 15	An external fuel storage tank system is not included. The proposed generator includes a belly tank.	90%	
46	Biosolids	TM-14.2	Div. 15	We've included carbon steel 4D elbows for the dewatered solids discharge line shown on TM-14.2. Piping is ductile iron.	90%	
47	SS / Operations Building		Div. 15	No sanitary sewer service is shown from the proposed Operations Building. We've include 200LF of 6" DIP for the service.	90%	
48	Re-Use Piping		Div. 15	Underground re-use piping has been removed from the Cascade Aeration structure to the tie-in point shown on C-11.3.	90% VE	
49	Site		Div. 16	We assume that all equipment stands are located outside of classified areas.	90%	
50	Gate		Div. 16	We've include 100 LF of three 2" conduits for power/communications for the gate entrance. Overhead lines are by others.	90%	
51	Wire		Div. 16	VFD cable is provided for load-side of VFD circuits.	90%	
52	OH Power		Div. 16	Relocation of overhead power (if required) is assumed to be by others.	90%	
53	Transformers	E-0.2, E-1.2	Div. 16	We assume that transformer TX-T1 will be provided by others (power utility).	90%	
54	Transformers		Div. 16	Primary side conduit and conductors are provided by others (power utility).	90%	
55	Ductbank		Div. 16	We've included Schedule 40 PVC below grade in reinforced concrete-encased duct bank; underground conduit containing analog signals is rigid steel.	90%	
56	Conduit		Div. 16	We've included Schedule 40 PVC under slab on grade, except conduit containing analog signals is rigid steel.	90%	
57	Conduit / Fittings		Div. 16	Explosion-proof fittings are included in classified areas as shown on the drawings.	90%	
58	Ductbank		Div. 16	Concrete encased duct banks are 24-inch minimum bury, 2-inch spacing between conduits, and minimum 4-inch concrete around.	90%	
59	Fire Alarm / Security		Div. 16	Fire alarm, security, and camera systems are not included.	90%	
60	IPS A	PI-1.3	Div. 16	We assume that the LCP shown is existing and all associated wiring will remain in place.	90%	
61	Existing Headworks		Div. 16	Underground raceways will be abandoned in place, cut and capped.	90%	
62	Existing Ops Building	E-1.7	Div. 16	We assume that we can de-energize the existing electrical for the proposed work. Temporary power is not included.	90%	
63	Existing Ops Building	E-1.7	Div. 16	We assume that the existing end plate on MCC-1 can be reused after removal of the existing sections.	90%	
64	Biosolids Building		Div. 16	We assume that power and controls for new equipment can be fed from existing panels. No new power panels, lighting panels, or transformers are included.	90%	
65	Lightning Protection		Div. 16	Lightning protection is not included for any existing structures.	90%	
66	Generator Fuel		Div. 16	We've included the initial fill-up and top-off (after testing) of the 4,200-gallon generator fuel (belly) tank.	90%	

Escalation Summary

Items	QTY	UM	UP	Total	Escalation %	Total Escalation
Paving - 2.5" + 2" Overlay	6,650.00	SY	28.83	$ 191,750.00	15.00%	$ 28,762.50
57 Stone	13,000.00	TN	43.00	$ 559,000.00	5.00%	$ 27,950.00
ABC	4,200.00	TN	30.00	$ 126,000.00	5.00%	$ 6,300.00
Concrete (All Material, Avg.)	-	CY	-	$ -	0.00%	$ -
Rebar	-	TN	-	$ -	0.00%	$ -
Masonry	1.00	LS	28,400.00	$ 28,400.00	5.00%	$ 1,420.00
Metals	1.00	LS	654,152.00	$ 654,152.00	5.00%	$ 32,707.60
Painting / Coatings	1.00	LS	465,000.00	$ 465,000.00	5.00%	$ 23,250.00
Roofing	1.00	LS	25,006.31	$ 25,006.31	5.00%	$ 1,250.32
Doors & Hardware	1.00	LS	38,513.58	$ 38,513.58	5.00%	$ 1,925.68
Building Supplies	1.00	LS	48,411.00	$ 48,411.00	5.00%	$ 2,420.55
Hoists/Cranes	1.00	LS	-	$ -	5.00%	$ -
Process Equipment	1.00	LS	12,314,035.00	$ 12,314,035.00	1.50%	$ 184,710.53
DI Pipe	1.00	LS	2,994,454.00	$ 2,994,454.00	1.67%	$ 50,000.00
Flange Kits	1.00	LS	74,148.00	$ 74,148.00	5.00%	$ 3,707.40
Couplings	1.00	LS	61,816.00	$ 61,816.00	5.00%	$ 3,090.80
Carbon Steel Pipe	1.00	LS	20,500.00	$ 20,500.00	10.00%	$ 2,050.00
Stainless Pipe	1.00	LS	2,221.00	$ 2,221.00	5.00%	$ 111.05
PVC Pipe	1.00	LS	17,671.00	$ 17,671.00	5.00%	$ 883.55
Precast	1.00	LS	340,564.00	$ 340,564.00	5.00%	$ 17,028.20
FRP Pipe	1.00	LS	-	$ -	5.00%	$ -
Valves	1.00	LS	488,724.00	$ 488,724.00	5.00%	$ 24,436.20
Pipe Supports	1.00	LS	76,631.00	$ 76,631.00	5.00%	$ 3,831.55
Wire / Conductors	233,171	LB	5.97	$ 1,392,030.45	$1.25	$ 291,463.66
PVC Conduit	1.00	LS	57,414.56	$ 57,414.56	10.00%	$ 5,741.46
Steel / Aluminum Conduit	1.00	LS	189,252.57	$ 189,252.57	10.00%	$ 18,925.26
PVC Coated Conduit	1.00	LS	-	$ -	10.00%	$ -
Stainless Electrical Boxes	1.00	LS	300,271.13	$ 300,271.13	10.00%	$ 30,027.11
Gear	1.00	LS	1,010,000.00	$ 1,010,000.00	5.00%	$ 50,500.00
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
Total			**$ -**	**$ 21,475,965.60**		**$ 812,493.41**

INCLEMENT WEATHER

Work shall not be performed when inclement weather creates work site conditions that are unsafe for workers, for the general public, or prevents performance of Contract provisions.

When work cannot be performed due to inclement weather, the Contractor shall be entitled to submit a Change Proposal for an extension of Contract time as well as financial reimbursement at the daily rate from the Weather Delay Allowance, subject to the provisions included in this section. Claims for extension of Contract time due to all other events (including but not limited to Acts of God, Force Majeure, etc) are addressed elsewhere in the Contract.

The following conditions will be considered inclement weather:

· Daily rainfall exceeding 0.10'' on an authorized work day

· Daily rainfall exceeding 0.5" on an authorized work day, or one day prior, shall warrant consideration of an additional inclement weather day or "mud day"

· Inclement weather days shall be granted at the discretion of the City of Griffin's Project Manager and/or the Owner's Advisor (OA) for other inclement weather conditions such as temperature extremes, snowfall/ice accumulation, high winds, lightning, etc.

The Contractor shall obtain weather data during construction and maintain weather records using the closest National Oceanic and Atmospheric Administration (NOAA) weather station to the Project site. A list of NOAA weather stations may be found at the following website: https://www.ncdc.noaa.gov/cdo-web/results. The closest NOAA weather station for this project is Griffin 0.5 ESE, GA US US1GASP0003 and shall be the source of Contractor's rainfall data. In the event that data is unavailable at this weather station, the next closest NOAA weather station in terms of straight-line distance from the Project site, with available data, shall govern as the reputable source.

Claims for an extension of Contract time shall be submitted by the Contractor to the Engineer via a Change Proposal. No claims for an extension of Contract time shall be considered unless: (1) An inclement weather condition has occurred as indicated above, (2) the critical path of the construction schedule was negatively impacted by the inclement weather condition, (3) the weather impact is applicable to the work being performed or planned; e.g., work performed in an enclosed building is not impacted by weather.

The Contractor shall share weather data for discussion on a monthly basis with OA's Resident Project Representative and/or the City of Griffin's Project Manager or Construction Inspector. The Contractor shall submit a Change Proposal for an extension of Contract time to the OA on a quarterly basis. The Change Proposal shall include relevant weather data* to substantiate the request. The OA will determine if the requested inclement weather days are allowable based on the parameters defined above by way of approving the Change Proposal.

The number of anticipated inclement weather days used to calculate the Weather Delay Allowance were determined using data from the NOAA website for Griffin, GA. Data used was compiled over a ten year period (January 1, 2016 through December 31, 2025) and summarized in the table below:

Monthly Anticipated Inclement Weather Days											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	4	5	3	7	4	7	4	4	4	3	8

The Engineer will consider special conditions caused by inclement weather or by continuing adverse weather patterns on a case by case basis. The Contractor shall submit a Change Proposal including documentation of cause and effect of occurrence(s) on critical path activities to the Engineer within seven calendar days of the occurrence(s). The Engineer shall respond to the contractor within 30 calendar days of receipt of the Change Proposal.

Any weather-related extension of Contract time shall be compensable at the daily rate from the Weather Delay Allowance.

*Relevant Weather Data shall be defined as follows:

1. Copy of Daily report for the relevant day(s)
2. Closest NOAA rain gauge total for the relevant day(s)
3. List of Critical Path activities performed on the relevant day(s)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution to adopt proposed changes to the City of Griffin Consolidated Rate Schedule for Solid Waste, Water, Sewer, and Stormwater, last updated by the MCI on March 1, 2026, for purposes of revising services and rates of the Solid Waste Department, effective October 1, 2026. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The proposed changes are related to the new service descriptions authorized by the Solid Waste ordinance amendment on the agenda for adoption tonight. These include:

- Residential Curbside (Prior residential garbage rate + yard waste rate)
- Back Door Service (Made an add-on rate)
- Additional 64 or 96 Gallon Weekly Service (New add-on rate)
- Commercial Curbside (New)
- Standard Commercial Service (Rate now determined by collection need)
- Removal of "Commercial Shared" Rate
- Additional Commercial Pickups (New add-on rate)

The changes noted in the grey column are not effective until October 1, 2026, contemporaneous with the changes proposed by the Solid Waste ordinance amendment. Until then, all rates shall be those previously approved by the Board of Commissioners, as adjusted by MCI.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

There are no changes to residential service types beyond those imposed by the MCI. However, residential curbside service is higher only because it is now a comprehensive service that includes weekly service of a 96 gallon cart and a 64 gallon cart, biweekly yard waste, a monthly "pickup truck" load at the landfill, and a monthly "pickup truck" load at the transfer station.

All commercial charges have been increased by 2.33% over the MCI, representing a 5% increase over the rates during 2025.

Submitted By:
Kelsey Carden

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
RES Adoption of Rate Schedule Solid Waste Changes 3.24.26 - Effective 10.1.26.pdf

No. 26-

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA AMENDING THE CONSOLIDATED RATE SCHEDULE FOR SOLID WASTE, WATER, SEWER, AND STORMWATER, AS PART OF THE CITY'S UNIFIED SCHEDULE OF RATES, FEES AND CHARGES FOR CITY OF GRIFFIN SERVICES, PERMITS AND VARIOUS DEVELOPMENTAL LICENSES AND APPROVALS, TO REVISE RATES OF THE SOLID WASTE DEPARTMENT; 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 Consolidated Rate Schedule for Solid Waste, Water, Sewer, and Stormwater, as part of the City's 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 its approval;

WHEREAS, upon recommendation of the City Manager, the Assistant City Manager of Utilities, and the Director of Solid Waste, following review of the current services, rates, charges, and expenditures by the City Solid Waste Department, the Board desires to approve the recommended changes to the solid waste rates within the Consolidated Rate Schedule for Solid Waste, Water, Sewer and Stormwater set forth in Exhibit "A" attached hereto, as authorized by the Code of Griffin;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED by the Board of Commissioners of the City of Griffin, Georgia, that the Consolidated Rate Schedule for Solid Waste, Water, Wastewater, and Stormwater set forth in Exhibit "A", attached and incorporated herein, be approved and made part of the City's unified schedule of rates, fees and charges for City of Griffin services, permits, and various developmental license and approvals. Any changes made by virtue of the approval of this Consolidated Rate Schedule shall be effective October 1, 2026, and until such time, all current rates and service descriptions approved by the Board of Commissioners, as adjusted by MCI, shall remain in effect and unchanged;

BE IT FURTHER RESOLVED that upon approval, the attached revision to the Consolidated Rate Schedule for Solid Waste, Water, Wastewater, and Stormwater shall be made a part of the unified schedule of rates, fees and charges on file in the City Manager's office.

SO RESOLVED this 24th of March, 2026.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

SCHEDULE OF 2026 CURRENT AND ADJUSTED RATES:
SOLID WASTE, WATER, SEWER, STORMWATER

Category	Rate 1-Oct-26	Rate 1-Mar-26	Rate 1-Mar-25	Rate 1-Mar-24	Rate 1-Mar-23	Rate 1-Mar-22	Rate 1-Jul-21	Rate 1-Mar-21
Solid Waste								
Residential Rates (effective Oct. 1, 2026)								
Residential Curbside Rate *	$ 38.90	$ 38.90	$ 37.91	$ 37.06	$ 36.53	$ 34.37	no change	$ 32.73
Apartment Rate	$ 24.25	$ 24.25	$ 23.63	$ 23.10	$ 22.77	$ 21.43	no change	$ 20.41
County Customer Curbside Rate	$ 27.57							
Residential Add-On Service Rates								
Add-On Rate for Backdoor Service **	$ 6.59	$ 6.59	$ 6.42	$ 6.28	$ 6.19	$ 5.83	no change	$ 5.55
Add-On Rate for Extra 64 Gallon Weekly Service	$ 12.00							
Add-On Rate for Extra 96 Gallon Weekly Service	$ 15.00							
Commercial Curbside Service Rate	$ 44.37	$ 43.36	$ 42.26	$ 41.32	$ 40.73	$ 38.33	no change	$ 36.50
Standard Commercial and Industrial Service Rates								
(Description represents the customer's estimated collection need only, not actual container or frequency of collection) (effective Oct. 1, 2026)								
2 Yard Serviced 1x per Week	$ 59.08	$ 57.74	$ 56.27	$ 55.02	$ 54.23	$ 51.03	no change	$ 48.60
2 Yard Serviced 2x per Week	$ 118.17	$ 115.48	$ 112.54	$ 110.03	$ 108.46	$ 102.06	no change	$ 97.20
2 Yard Serviced 3x per Week	$ 177.25	$ 173.22	$ 168.81	$ 165.05	$ 162.69	$ 153.09	no change	$ 145.80
2 Yard Serviced 4x per Week	$ 236.34	$ 230.96	$ 225.09	$ 220.07	$ 216.92	$ 204.12	no change	$ 194.40
2 Yard Serviced 5x per Week	$ 295.42	$ 288.69	$ 281.35	$ 275.08	$ 271.15	$ 255.15	no change	$ 243.00
4 Yard Serviced 1x per Week	$ 66.37	$ 64.86	$ 63.21	$ 61.80	$ 60.92	$ 57.33	no change	$ 54.60
4 Yard Serviced 2x per Week	$ 132.76	$ 129.74	$ 126.44	$ 123.62	$ 121.85	$ 114.66	no change	$ 109.20
4 Yard Serviced 3x per Week	$ 199.13	$ 194.60	$ 189.65	$ 185.42	$ 182.77	$ 171.99	no change	$ 163.80
4 Yard Serviced 4x per Week	$ 265.51	$ 259.47	$ 252.87	$ 247.23	$ 243.70	$ 229.32	no change	$ 218.40
4 Yard Serviced 5x per Week	$ 331.89	$ 324.34	$ 316.09	$ 309.04	$ 304.62	$ 286.65	no change	$ 273.00
6 Yard Serviced 1x per Week	$ 95.87	$ 93.68	$ 91.30	$ 89.26	$ 87.98	$ 82.79	no change	$ 78.85
6 Yard Serviced 2x per Week	$ 191.72	$ 187.36	$ 182.59	$ 178.52	$ 175.97	$ 165.59	no change	$ 157.70
6 Yard Serviced 3x per Week	$ 287.58	$ 281.04	$ 273.89	$ 267.78	$ 263.95	$ 248.38	no change	$ 236.55
6 Yard Serviced 4x per Week	$ 383.43	$ 374.70	$ 365.17	$ 357.03	$ 351.93	$ 331.17	no change	$ 315.40
6 Yard Serviced 5x per Week	$ 479.30	$ 468.39	$ 456.48	$ 446.30	$ 439.92	$ 413.96	no change	$ 394.25
8 Yard Serviced 1x per Week	$ 110.58	$ 108.06	$ 105.31	$ 102.96	$ 101.49	$ 95.50	no change	$ 90.95
8 Yard Serviced 2x per Week	$ 221.14	$ 216.11	$ 210.61	$ 205.92	$ 202.98	$ 191.00	no change	$ 181.90
8 Yard Serviced 3x per Week	$ 331.70	$ 324.14	$ 315.90	$ 308.86	$ 304.45	$ 286.49	no change	$ 272.85
8 Yard Serviced 4x per Week	$ 442.28	$ 432.21	$ 421.22	$ 411.83	$ 405.94	$ 381.99	no change	$ 363.80
8 Yard Serviced 5x per Week	$ 552.86	$ 540.27	$ 526.53	$ 514.79	$ 507.43	$ 477.49	no change	$ 454.75
8 Yard Serviced 6x per Week	$ 663.42	$ 648.32	$ 631.83	$ 617.75	$ 608.92	$ 572.99	no change	$ 545.70
One Time Additional Pick Up of 2 Yard Dumpster	$ 59.08							
One Time Additional Pick Up of 4 Yard Dumpster	$ 66.37							
One Time Additional Pick Up of 6 Yard Dumpster	$ 95.87							
One Time Additional Pick Up of 8 Yard Dumpster	$ 110.58							
Downtown Commercial Service Rates								
Downtown Commercial Service Tier 1	$ 26.29	$ 25.69	$ 25.04	$ 24.48	$ 24.13	no change	no change	$ 22.71
Downtown Commercial Service Tier 2	$ 39.00	$ 38.11	$ 37.14	$ 36.31	$ 35.79	no change	no change	$ 33.68
ntown Commercial Service Tier 3	$ 52.10	$ 50.92	$ 49.62	$ 48.51	$ 47.82	no change	no change	$ 45.00

RSG	$ 1.23	$ 1.20	$ 1.17	$ 1.14	$ 1.12	$ 1.05	no change	$ 1.00
				(later in 2024)		(as of 5/1/22)		
Landfill Rates (Not Affected by MCI)								
Minimum Charge	$ 35.00	no change	no change	$ 35.00				
0 - 500, Per Ton	$ 58.02	no change	no change	$ 58.02	$ 43.02	$ 40.48	no change	$ 38.55
501-1000, Per Ton	$ 53.43	no change	no change	$ 53.43	$ 39.62	$ 37.28	no change	$ 35.50
1001-1500, Per Ton	$ 45.15	no change	no change	$ 45.15	$ 33.48	$ 31.50	no change	$ 30.00
1501-2500, Per Ton	$ 42.97	no change	no change	$ 42.97	$ 31.86	$ 29.98	no change	$ 28.55
2501-2600, Per Ton	$ 38.91	no change	no change	$ 38.91				
2601+, Per Ton	$ 27.60	no change	no change	$ 27.60				
Street Dept	$ 34.85	no change	no change	$ 34.85	$ 25.84	$ 24.32	no change	$ 23.16
Transfer Station Rates (Not Affected by MCI)								
Minimum Charge	$ 35.00	no change	no change	$ 35.00				
Per Ton	$ 59.54	no change	no change	$ 59.54	$ 44.24	$ 41.63	no change	$ 39.65
Water								
Standard Monthly Base Charge								
per meter size (includes up to first 2000 gallons):								
Standard 5/8" / 3/4" Meter	no change	$ 19.79	$ 19.29	$ 18.86	$ 18.59	$ 17.49	$ 16.66	$ 16.33
1" Meter	no change	$ 29.04	$ 28.30	$ 27.67	$ 27.27	$ 25.66	$ 24.44	$ 23.96
1¼" Meter	no change	$ 48.89	$ 47.65	$ 46.59	$ 45.92	$ 43.21	$ 41.15	$ 40.34
1½" Meter	no change	$ 58.16	$ 56.68	$ 55.42	$ 54.63	$ 51.41	$ 48.96	$ 48.00
2" Meter	no change	$ 100.07	$ 97.52	$ 95.35	$ 93.99	$ 88.44	$ 84.23	$ 82.58
3" Meter	no change	$ 186.10	$ 181.37	$ 177.33	$ 174.80	$ 164.49	$ 156.66	$ 153.59
4" Meter	no change	$ 290.79	$ 283.39	$ 277.07	$ 273.11	$ 257.00	$ 244.76	$ 239.96
6" Meter	no change	$ 581.58	$ 566.79	$ 554.16	$ 546.24	$ 514.01	$ 489.53	$ 479.93
8" Meter	no change	$ 860.74	$ 838.85	$ 820.15	$ 808.43	$ 760.73	$ 724.50	$ 710.29
Usage Charge per 1000 gallons (Commercial/Fire Line)	no change	$ 8.96	$ 8.73	$ 8.54	$ 8.42	$ 7.92	$ 7.54	$ 7.39
(for all usage over 2000 gallons for Commercial/for all usage for Fire Line)								
Residential Rates								
(effective Jan 1, 2008)								
Block 1 ≤ 7,000 gallons (7 units or less)	no change	$ 8.96	$ 8.73	$ 8.54	$ 8.42	$ 7.92	$ 7.54	$ 7.39
Block 2 ≤ 10,000 gallons (7.1 to 10 units)	no change	$ 11.17	$ 10.89	$ 10.65	$ 10.50	$ 9.88	$ 9.41	$ 9.23
Block 3 ≥ 10,001 gallons (over 10 units)	no change	$ 13.38	$ 13.04	$ 12.75	$ 12.57	$ 11.83	$ 11.27	$ 11.05
Irrigation Meter								
(effective Jan 1, 2008)								
Block 1 ≤ 7,000 gallons (7 units or less)	no change	$ 13.38	$ 13.04	$ 12.75	$ 12.57	$ 11.83	$ 11.27	$ 11.05
Block 2 ≤ 10,000 gallons (7.1 to 10 units)	no change	$ 13.38	$ 13.04	$ 12.75	$ 12.57	$ 11.83	$ 11.27	$ 11.05
Block 3 ≥ 10,001 gallons (over 10 units)	no change	$ 13.38	$ 13.04	$ 12.75	$ 12.57	$ 11.83	$ 11.27	$ 11.05
(note: rate starts with any consumption)								
Industry								
Block 1 -- 99 units or less	no change	$ 8.96	$ 8.73	$ 8.54	$ 8.42	$ 7.92	$ 7.54	$ 7.39
Block 2 -- 100 to 499 units	no change	$ 8.04	$ 7.84	$ 7.67	$ 7.56	$ 7.11	$ 6.77	$ 6.64
Block 3 -- over 500 units	no change	$ 7.15	$ 6.97	$ 6.81	$ 6.71	$ 6.31	$ 6.01	$ 5.89

Sewer									
Standard Monthly Base Charge									
per meter size (includes up to first 2000 gallons {20 units}):									
Standard 5/8" Meter	no change	$ 24.71	$ 24.08	$ 23.54	$ 23.20	$ 21.83	$ 20.79	$ 20.38	
1" Meter	no change	$ 29.04	$ 28.30	$ 27.67	$ 27.27	$ 25.66	$ 24.44	$ 23.96	
1¼" Meter	no change	$ 46.28	$ 45.10	$ 44.09	$ 43.46	$ 40.90	$ 38.95	$ 38.19	
1½" Meter	no change	$ 55.09	$ 53.69	$ 52.49	$ 51.74	$ 48.69	$ 46.37	$ 45.46	
2" Meter	no change	$ 94.72	$ 92.31	$ 90.25	$ 88.96	$ 83.71	$ 79.72	$ 78.16	
3" Meter	no change	$ 176.20	$ 171.72	$ 167.89	$ 165.49	$ 155.73	$ 148.31	$ 145.40	
4" Meter	no change	$ 275.32	$ 268.32	$ 262.34	$ 258.59	$ 243.33	$ 231.74	$ 227.20	
6" Meter	no change	$ 550.61	$ 536.60	$ 524.64	$ 517.14	$ 486.63	$ 463.46	$ 454.37	
8" Meter	no change	$ 814.93	$ 794.20	$ 776.50	$ 765.40	$ 720.24	$ 685.94	$ 672.49	
Usage Charge per 1000 gallons (10 units)	no change	$ 11.32	$ 11.03	$ 10.78	$ 10.63	$ 10.00	$ 9.52	$ 9.33	
(for all usage over 2000 gallons {20 units})									
Commercial Flat	no change	$ 1.56	$ 1.52	$ 1.49	$ 1.47	$ 1.38	$ 1.31	$ 1.28	
Residential Flat	no change	$ 73.37	$ 71.50	$ 69.91	$ 68.91	$ 64.84	$ 61.75	$ 60.54	
Stormwater									
Residential									
Usage of 1600 square feet or less (multi-dwelling homes) (Res 1)	no change	$ 4.32	$ 4.21	$ 4.12	$ 4.06	$ 3.82	no change	$ 3.64	
Usage over 1600 square feet (Res 2)	no change	$ 6.51	$ 6.34	$ 6.20	$ 6.11	$ 5.75	no change	$ 5.48	
Commercial (non residential)									
Usage of 2200 square feet equivalent (ERU)	no change	$ 6.51	$ 6.34	$ 6.20	$ 6.11	$ 5.75	no change	$ 5.48	
Pond Maintenance	no change	$ 1.26	$ 1.23	$ 1.20	$ 1.18	$ 1.11	no change	$ 1.06	

*** Rate Prior to October 2026 Calculated by Adding Residential Garbage Rate and Yard Waste Rate.**

**** Changed to Add On Rate in October 2026. Rate Prior to October 2026 Calculated by Subtracting Residential Garbage Rate from Backdoor Garbage Rate.**

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution to adopt proposed changes to the City of Griffin Consolidated Fee Schedule, last updated January 2026, to revise fees and charges of the Solid Waste Department, effective October 1, 2026. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Proposed changes are highlighted in yellow, all of which relate to new charges authorized by the Solid Waste ordinance amendment on the agenda for adoption tonight. These include:

- Container Fee - 64 Gallon (New)
- Return Trip Fees (New)
- Small, Medium, Large, X-Large Special Handling (More defined fee)
- Roll Off Service Fees (Same base fee, but authorizes charging actual disposal cost)

The highlighted changes are not effective until October 1, 2026, contemporaneous with the changes proposed by the Solid Waste ordinance amendment.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

These changes will allow the City to collect for services that were previously rendered without additional charge (e.g. container fee for 64 gallon cart and return trip fees). While Special Handling for over-sized yard waste remains at the current Special Handling minimum charge, Staff is proposing more definition to Special Handling charges to promote consistency. This will be a key factor in our RFP process as we consider yard waste and special handling providers.

While the special roll off services have the same base fee, the proposed changes would allow the City to collect for the actual disposal costs for additional tonnage over 5 tons. This will decrease the loss that the City experiences as we are currently bearing the cost of all additional tonnage over that threshold (i.e. losing money).

Submitted By:
Kelsey Carden

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:

RES Adoption of Fee Schedule Solid Waste Changes 3.24.26 - Effective 10.1.26.pdf

No. 26-

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA AMENDING THE CONSOLIDATED FEE SCHEDULE, AS PART OF THE CITY'S UNIFIED SCHEDULE OF RATES, FEES AND CHARGES FOR CITY OF GRIFFIN SERVICES, PERMITS AND VARIOUS DEVELOPMENTAL LICENSES AND APPROVALS, TO REVISE FEES AND CHARGES OF THE SOLID WASTE DEPARTMENT; 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 Consolidated Fee Schedule, as part of the City's 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 its approval;

WHEREAS, upon recommendation of the City Manager, the Assistant City Manager of Utilities, and the Director of Solid Waste, following review of the current services, charges, and expenditures by the City Solid Waste Department, the Board desires to approve the recommended changes to the Consolidated Fee Schedule set forth in Exhibit "A" attached hereto, as authorized by the Code of Griffin;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED by the Board of Commissioners of the City of Griffin, Georgia, that the Consolidated Fee Schedule set forth in Exhibit "A", attached and incorporated herein, be approved and made part of the City's unified schedule of rates, fees and charges for City of Griffin services, permits, and various developmental license and approvals. Those highlighted in yellow shall become effective October 1, 2026 and all others are currently in effect and shall remain in effect;

BE IT FURTHER RESOLVED that upon approval, the attached revision to the Consolidated Fee Schedule be made a part of the unified schedule of rates, fees and charges on file in the City Manager's office.

SO RESOLVED this 24th of March, 2026.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

Consolidated Fee Schedule
Adopted 3/24/2026

Exhibit A

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 *(for services that had to be cut loose)*	$100.00
Connect Fee - Remote Electric Meters	$25.00
Connect Fee - Non- Remote Electric Meters / Water Meters	$50.00
Connect Fee - Services Cut Loose *(Bucket Truck Trip)*	$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 *(Bucket Truck Trip)*	$100.00
Water Left Off Fee *(first water left off trip is at no charge - any additional trip is billed WLO fee)*	$50.00
Return Check Fee	$35.00
Residential Utility Service Deposit	$300.00
Commercial Electric Deposit *(calculated as defined in Customer Service policy - minimum fee shall be $500)*	$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	
Changes to Solid Waste Fees marked below are not effective until 10/1/2026	
Container Fee - 64 Gallon	$55.00
Container Fee - 96 Gallon	$60.00
Approved Hauler Fee	$150.00
Return Trip Fee - Commercial/Industrial	$50.00
Return Trip Fee - Residential	$25.00
Special Handling	
Over-Sized Yard Waste (Larger than 8x4x4)	$35.00
Small (1-2 items)	$45.00
Medium (3-4 Items)	$55.00
Large (5-10 Items)	$65.00
X-Large (11 or More Items - Minimum Fee + Actual Disposal Cost by Tonnage)	$75.00 Minimum + Actual Disposal Cost (Tonnage)
Special Roll Off Service (Base Fees Up to 5 Tons + Actual Disposal Costs for Additional Tonnage)	
20 Cubic Yard	$350 Minimum (Up to 5 Tons) + Actual Disposal Costs for Additional Tonnage
30 Cubic Yard	$400 Minimum (Up to 5 Tons) + Actual Disposal Costs for Additional Tonnage
40 Cubic Yard	$450 Minimum (Up to 5 Tons) + Actual Disposal Costs for Additional Tonnage
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)	
2 Niche Family (No Vase)	$3,700.00
2 Niche Family with Vase	$3,950.00
4 Niche 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
Sin[illegible]hase Pole	$1,892.00
Sin[illegible]hase 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	Determined by FEMA	
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		$0.10
8 1/2 X 11 or 8 1/2 X 14		
Per page copied Color		$0.25
8 1/2 X 11 or 8 1/2 X 14		
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. Four hour minimum charge.		$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/Removeal 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
Bu	0 - 55 Sq. Ft.	$55.00
Bu	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 Agreeement (Property Owned / Maintaned By City of Griffin)	$500.00 / Day
Filming Location Agreeement (Property Owned / Maintaned By City of Griffin)	$1,000.00 / Day

ANIMAL CONTROL

Unaltered Animal Permit	$25.00

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)
De on Or Removal Of A Structure	$100.00
Tra rmit - 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

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 detaill as to how new contruction/extensive renovation building permit fees and plan review 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***
STEP 5:	**Multiply the Building Fee from Step 4 by the applicable plan review fee rate.** ***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***
STEP 6:	**Add the Building Fee from Step 4 to the Plan Review Fee from Step 5 to get the TOTAL Permit fee.** ***Example: $2,180 (Building Fee) + $545 (Initial Plan Review Fee) = $2,725 (Total Permit Fee)***

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, Assemby, 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, Instituitonal, 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:

Consider on first reading an Ordinance amending the Code of Griffin, Georgia at Chapter 2, ADMINISTRATION, Art. II, BOARD OF COMMISSIONERS, Code Section 2-31, MEETINGS, in order to correct the current location at which regular meetings of the Board of Commissioners are held. *City Attorney, Drew Whalen, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The ordinance currently has the meeting location as 235 E. Solomon Street. This amendment will correct the location to 100 S. Hill Street, Griffin, GA.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

None

Submitted By:
Andrew Whalen

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin_-_Code_of_Griffin_Sec_2-31_Meetings.pdf

No. 26 –

AN ORDINANCE

AN ORDINANCE BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, REVISING THE CODE OF GRIFFIN, GEORGIA AT CHAPTER 2, ADMINISTRATION, ARTICLE II, BOARD OF COMMISSIONERS, CODE SECTION 2-31, MEETINGS, IN ORDER TO CORRECT THE LOCATION WHERE MEETINGS OF THE COMMISSION ARE REGULARLY HELD; REPEALING CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT WITH THIS ORDINANCE; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia, Chapter 2, ADMINISTRATION, ARTICLE II, BOARD OF COMMISSIONERS, is hereby amended at Code Section 2-31, MEETINGS, by deleting the current subpart (a) in its entirety, and adopting a new subpart (a), to read as follows:

"Sec. 2-31. Meetings.

(a) Regular meetings of the board of commissioners shall be duly called and conducted twice monthly, in the W. Elmer George Municipal Hall, 100 South Hill Street, 2d floor, Griffin, Georgia, on the second and fourth Tuesdays of the month, commencing at 6:00 p.m., Eastern Standard Time, except in those months when Daylight Savings Time is being observed during which regular meetings shall be held at 6:00 p.m., Eastern Daylight Savings time. Nothing contained in this section shall preclude the board of commissioners from canceling any regular meeting, from holding additional called meetings or emergency meetings, or from changing the time, date, or location for a regular meeting, provided notice thereof is given in accordance with the Georgia Open Meetings Law, O.C.G.A. § 50-14-1 et seq."

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

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

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage

of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

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

First Reading: March 24, 2026

Second Reading: April 14, 2026

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing travel for Commissioners Curtis, Fuller and Wright to attend GMA Spring Training in Madison, Georgia from March 25th to March 27th.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

This item is budgeted in FY 26.

Submitted By:
Krisolin Sanford

Meeting Date:
24/03/2026

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Spring Training .pdf

All Events

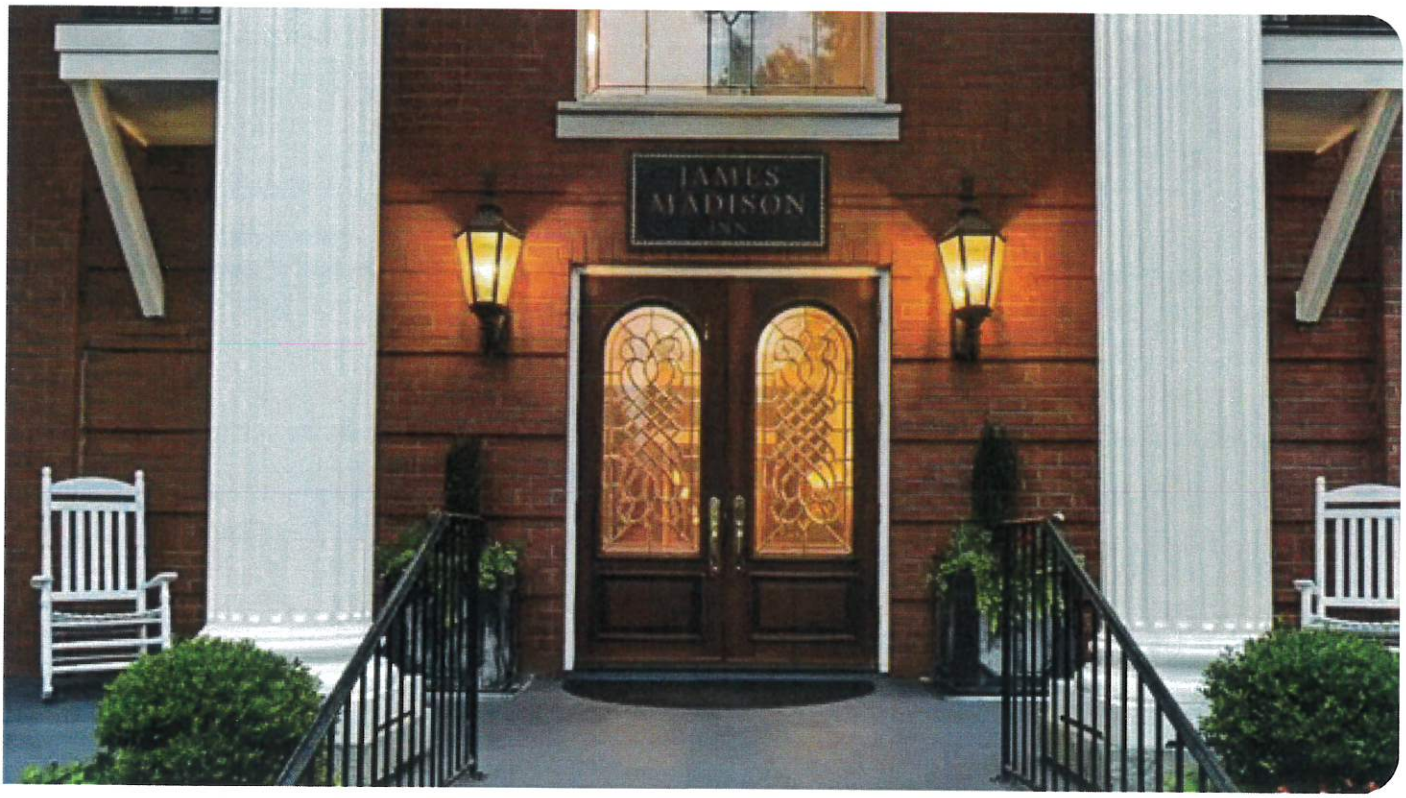
2026 Spring Training

Madison

Starts: 03/26/2026 8:30 AM

Ends: 03/27/2026 3:30 PM

Register Now



GMA will hold the two-day 2026 Spring Training East event March 26-27 at the James Madison Inn Conference Center.

The event features two six-hour classes on Thursday, March 26 and two six-hour classes on Friday, March 27. Each class is 8:30 a.m.-3:30 p.m.

The Thursday, March 26 classes are:

- Housing Solutions for Cities—Part Mobile Workshop

- Public Presentations and Meet the Media

The Friday, March 27 classes are:

- Municipal Finance II*
- Public Problems, Democratic Decisions—The Governing Role of Mayors and Councilmembers *+

+This class is in the Training Institute's Advanced Leadership Track and is required to earn the Certificate of Dedication.

Cancellation Policy: Cancellations after March 2 incur a $50.00 per class cancellation fee. Cancellations after March 13 will not be refunded.

Lodging: GMA has reserved rooms at the following hotels:

- Sleep Inn by Choice Hotels Madison, 2091 Eatonton Rd, Madison, GA, 30650/ 706-343-3017. The rate is $70++ per night Use this link to book your hotel room.
- James Madison Inn, 260 W Washington St, Madison, GA 30650/ (706) 342-7040. The rate is 165.00++ per night. Call the Inn to book directly and reference GMA.

Rooms MUST be booked by March 10.

Our Sponsors

