



# Mayor and City Council Regular Meeting

Thursday, June 05, 2025 at 7:00 PM

Dacula City Hall, Council Chambers

442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

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## Agenda

*Updated June 3, 2025*

### **CALL TO ORDER AND ROLL CALL OF MEMBERS:**

### **INVOCATION:**

### **PLEDGE OF ALLEGIANCE:**

### **CONSENT AGENDA:**

- [1.](#) Approval of the Minutes from the Worksession Meeting on May 1, 2025
- [2.](#) Approval of the Minutes from the Regular Meeting on May 1, 2025
- [3.](#) Ordinance to amend Chapter 8 - Health and Safety and Chapter 12 - Business Licenses and Regulations
- [4.](#) Ordinance to amend Chapter 22, Section 22-5 - Solid Waste
- [5.](#) Proposal for geotechnical services
- [6.](#) Proposal for GCIC and court software services
- [7.](#) Second amendment to property purchase contract

### **OLD BUSINESS:**

### **NEW BUSINESS:**

### **STAFF COMMENTS:**

### **MAYOR AND COUNCIL COMMENT(S):**

### **PUBLIC COMMENTS:**

### **EXECUTIVE SESSION: Real property matters**

### **ADJOURNMENT:**



# Mayor and City Council Worksession

Thursday, May 01, 2025 at 6:00 PM

Dacula City Hall, Council Chambers

442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

## Minutes

### **I. CALL TO ORDER AND ROLL CALL OF MEMBERS:**

Meeting started at 6:02 p.m.

#### **Councilmembers Present:**

Mayor Trey King  
Councilmember Sean Williams  
Councilmember Jason Shelton  
Councilmember Ann Mitchell

#### **Councilmembers Absent:**

Councilmember Denis W. Haynes, Jr.

#### **City Staff Present:**

Brittni Nix, City Administrator  
Jack Wilson, City Attorney  
Courtney Mahady, Administrative Clerk  
Hayes Taylor, City Planner  
Dana Stump, Administrative Assistant for Planning & Zoning  
Amy White, Chief Marshal  
James Ross, City Marshal  
Alethia Hyman, Tax Clerk  
Renee Cooke, Front Desk Clerk

### **II. OLD BUSINESS:**

*None*

### **III. NEW BUSINESS:**

1. Ordinance to amend Article III and Article IX of the Zoning Resolution

*City Planner, Hayes Taylor, discussed the ordinance to amend Article III and Article IX of the Zoning Resolution.*

*The Mayor and Council asked clarifying questions.*

2. Sanjo St FY-2025 LRA Application

*City Administrator, Brittni Nix, discussed the FY 2025 LRA Application.*

3. Bid results for City Core project

*City Administrator, Brittini Nix, discussed the bid results for the City Core project.*

4. First amendment to property purchase contract

*City Administrator, Brittini Nix, discussed the first amendment to the property purchase contract.*

**IV. MARSHAL UPDATE:**

Amy White provided the marshal update.

**V. CITY ADMINISTRATOR UPDATE:**

Brittini Nix provided the city administrator update.

**VI. MEMBER COMMENT(S) / QUESTION(S):**

Councilmember Shelton expressed his appreciation to the Mayor for organizing a successful Earth Day litter cleanup event.

Councilmember Mitchell thanked city staff for their hard work and shared that she recently enjoyed visiting the newly updated Maple Creek Park.

**VII. ADJOURNMENT:**

Meeting adjourned at 6:29 p.m.

Minutes approved \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Mayor and City Council Regular Meeting**  
**Thursday, May 01, 2025 at 7:00 PM**  
**Dacula City Hall, Council Chambers**  
**442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451**

## Minutes

**I. CALL TO ORDER AND ROLL CALL OF MEMBERS:**

Mayor King called the May 1, 2025 Council Meeting to order at 7:00 p.m. and a roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

**Councilmembers Present:**

Mayor Trey King  
 Councilmember Sean Williams  
 Councilmember Jason Shelton  
 Councilmember Ann Mitchell

**Councilmembers Absent:**

Councilmember Denis W. Haynes, Jr.

**City Staff Present:**

Brittini Nix, City Administrator  
 Jack Wilson, City Attorney  
 Courtney Mahady, Administrative Clerk  
 Hayes Taylor, City Planner  
 Dana Stump, Administrative Assistant for Planning & Zoning  
 Amy White, Chief Marshal  
 James Ross, City Marshal  
 Alethia Hyman, Tax Clerk  
 Renee Cooke, Front Desk Clerk

**II. INVOCATION:**

Marshal White gave the invocation.

**III. PLEDGE OF ALLEGIANCE:**

Mayor King led the Pledge of Allegiance.

**IV. CONSENT AGENDA:**

1. Approval of the Minutes from the Worksession Meeting on April 3, 2025
2. Approval of the Minutes from the Regular Meeting on April 3, 2025



3. Sanjo St FY-2025 LRA Application
4. Bid results for City Core project
5. First amendment to property purchase contract

Motion to approve the consent agenda items as listed made by Councilmember Shelton,  
Seconded by Councilmember Mitchell.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell

**V. OLD BUSINESS:**

*None*

**VI. NEW BUSINESS:**

**6. PUBLIC HEARING:** Ordinance to amend Article III and Article IX of the Zoning Resolution

Motion to open the public hearing made by Councilmember Williams, Seconded by Councilmember Mitchell.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell

City Planner, Hayes Taylor, stated staff recommends that the City amend Article III and Article IX of the Zoning Resolution to include a definition and requirements for data centers. Mr. Taylor provided background on data centers and stated the proposed amendments would require data centers to obtain a special use permit. Mr. Taylor stated staff recommend approval of the ordinance amendment effective immediately.

*No comment in favor or opposition.*

Motion to close the public hearing made by Councilmember Shelton, Seconded by Councilmember Williams.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell

**7. Ordinance to amend Article III and Article IX of the Zoning Resolution**

Motion to approve made by Councilmember Williams, Seconded by Councilmember Shelton.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell

**VII. STAFF COMMENTS:**

*None*

**VIII. MAYOR AND COUNCIL COMMENT(S):**

Mayor and Council thanked city staff for their behind-the-scenes efforts and for helping ensure everything runs smoothly

**IX. PUBLIC COMMENTS:**

*None*

**X. EXECUTIVE SESSION: *Real property and potential litigation matters***

Motion to exit regular session and enter executive session made by Councilmember Mitchell, Seconded by Councilmember Williams for the purposes of real property and potential litigation matters at 7:06 p.m.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell

Motion to exit executive session and reconvene regular session made by Councilmember Shelton, Seconded by Councilmember Williams at 8:04 p.m.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell

City Attorney, Jack Wilson, reported no votes were taken in executive session. The Council met to discuss real property and potential litigation matters as allowed by the Open Meetings Act.

**XI. ADJOURNMENT:**

Motion made by Councilmember Mitchell, Seconded by Councilmember Shelton.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell

Meeting adjourned at 8:04 p.m.

*Minutes approved* \_\_\_\_\_

*Date*

*Signature* \_\_\_\_\_



## MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Brittni Nix, City Administrator  
DATE: May 30, 2025  
SUBJECT: Amendments to health and safety regulations

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The Gwinnett County Health Department habitually reviews Gwinnett municipality ordinances to ensure alignment with current state and county public health regulations. They have requested certain language within our ordinances to accomplish the following:

- Designate the Gwinnett County Health Department as the official enforcement authority across all applicable sections to ensure clarity and enforceability.
- Update all health ordinances to reference current Georgia DPH rules (511 series) and the most recent Gwinnett County Board of Health standards.
- Include automatic adoption language (e.g., “as now or hereafter amended”) for long-term consistency.

Staff recommends approving the proposed ordinance amendments to be consistent with state and county regulations effective immediately.



**AN ORDINANCE TO AMEND THE CITY'S HEALTH AND SAFETY  
REGULATIONS ADOPTED BY REFERENCE**

WHEREAS, the City has reviewed its policies and procedures with respect to certain Health and Safety Regulations; and

WHEREAS, the certain portions of the Health and Safety Regulations are administered in cooperation with State and County agencies, including the Georgia Department of Public Health; and

WHEREAS, the Department of Public Health has recently adopted revisions and updates to certain regulations codified in the City Code and has recommended that the City adopt the same updates for uniformity, efficiency and to aid enforcement; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to amend the City Code to adopt by reference the updates to the City's Health and Safety Codes as outlined herein;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that the City Health and Safety Codes be amended as follows:

**SECTION 1**

The existing Chapter 8, Sections 8-19, 8-42, 8-73; new Chapter 8, Section 8-206 with subsequent section numbering amended; and existing Chapter 12, Section 12-510 are amended as marked on Exhibit "A" attached hereto and incorporated herein by reference.

**SECTION 2**

The City Administrator and Director of Planning and Economic Development are further authorized to correct typographical errors in the text of the existing Development Regulations and to produce and publish a final codified version of the Development Regulations with the amendments and revisions outlined herein.

**SECTION 3**

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

**SECTION 4**

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

This Ordinance and the amendments outlined herein shall be effective immediately upon their adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this \_\_\_\_\_ day of June, 2025.

AYES: \_\_\_\_

NAYES: \_\_\_\_

ATTEST:

\_\_\_\_\_  
HUGH D. KING, III  
MAYOR, CITY OF DACULA

\_\_\_\_\_  
BRITTNI NIX,  
CITY ADMINISTRATOR

## EXHIBIT “A”

### Revisions from DPH

#### **Chapter 8 - ARTICLE II. ADOPTION OF COUNTY SWIMMING POOLS, PUBLIC SPA POOLS AND BATHHOUSES ORDINANCE**

Sec. 8-19. Adoption by reference.

The Gwinnett County Swimming Pools, Public Spa Pools and Bathhouses Ordinance, adopted by ordinance of the county board of commissioners on November 17, 2009, as the health regulations governing swimming pools, public spa pools and bathhouses containing sections 9-7001 through 9-7072, together with all subsequent revisions thereto, is hereby adopted for the City and is incorporated herein as fully as though set out at length.

The regulations of the county board of health, adopted by resolution April 9, 2018, containing sections 1 through 26 and having been adopted by ordinance of the board of commissioners on May 14, 2024, as the health regulations governing public swimming pools, spas and recreational water parks are made a part of this Code as though fully set out at length in this section. Copies of the regulations are on file in the office of the clerk of the board of commissioners.

#### **Chapter 8 - ARTICLE III. ADOPTION OF COUNTY FOOD SERVICE ORDINANCE**

Sec. 8-42. Adoption by reference.

The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-6-1, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing food service for the county are made a part of this Code as though fully set out at length in this section. Copies of the food service regulations are on file in the office of the clerk of the board of commissioners.

#### **Chapter 8 - ARTICLE IV. TOURIST COURTS**

Sec. 8-73. Regulations adopted by reference.

The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-6-2, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing tourist accommodations for the county are made a part of this Code as though fully set out at length in this section. Copies of the tourist accommodations regulations are on file in the office of the clerk of the board of commissioners.

## Chapter 8 - ARTICLE VIII. ON-SITE SEWAGE MANAGEMENT

### Sec. 8-206. State Law Adopted by Reference

- (a) Rules and regulations of the state department of public health; adopted. The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-3-1, as now or hereafter amended, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing on-site sewage management systems for the county are made a part of this Code as though fully set out at length in this section. Copies of the on-site sewage management systems regulations are on file in the office of the clerk of the board of commissioners.
- (b) Rules and regulations of the state department of public health; enforcement.
  - (1) The rules and regulations cited in subsection (a) of this section shall be enforced by the county board of health as a duly adopted ordinance of the county.
  - (2) Violations of this section may be prosecuted upon citations issued by officers of the county police department, the county department of water resources, or by designated employees of the county board of health. Any person violating any provision in these regulations shall be guilty of violating a duly adopted ordinance of the county, and upon conviction by a court of competent jurisdiction shall be punished either by a fine not to exceed \$1,000.00, or by confinement in the county jail for a total term not to exceed 60 days, or both. The court shall have the power and authority to place any person found guilty of a violation of this regulation on probation and to suspend or modify any fine or sentence. As a condition of such suspension, the court may require payment of restitution or impose other punishment allowed by law.
- (c) New community sewage treatment systems prohibited.
  - (1) A community sewage treatment system shall mean a privately owned sewage treatment system which collects sewage from two or more residents or other establishments and which may consist of collector lines, pumps, sewage tanks and/or soil treatment units. Community sewage treatment systems are characterized by having relatively few residents or establishments which contribute flow and are not staffed by qualified operators licensed by the state 24 hours a day, seven days a week.
  - (2) New community sewage treatment systems are prohibited in the county, notwithstanding any and all provisions of Ga. Comp. R. & Regs., chapter 511-3-1 that may otherwise allow such systems to be permitted.
  - (3) Upon the effective date of the ordinance from which this section is derived, no new community sewage treatment facilities that may be permitted in any municipality in the county shall be permitted to send sewage flows to the POTW.
- (d) Authority to disconnect water service.
  - (1) The director of the county department of water resources (DWR director) or the DWR director's designee is authorized to disconnect water service from any property where a pattern of repeated refusal to repair a failed septic tank system has resulted in harm to public health, safety, welfare, the environment or the public interest, as set forth herein. Three bacteriological tests showing 200 or more

colony forming units of fecal coliform bacteria taken from affected surface water shall be presumptive evidence of harm to public health, safety, welfare, the environment or the public interest.

- (2) The DWR director or designee is authorized to work with the county health department, an agency of the state, to coordinate measures to protect public health, safety, welfare, the environment or the public interest from contamination caused by failed septic tanks.
- (3) The DWR director or designee is directed to work with the county health department and with the owners of property affected by failed septic tanks to repair the maximum possible number of such systems, giving due regard to protecting health, safety, welfare, the environment or the public interest.
- (4) Upon following the notification procedures established by the county health department directing a property owner of the need to repair a failed septic tank system, the DWR director or designee is authorized to disconnect water service connected to that failing septic tank system whether or not the property owner has paid any civil penalties or whether or not the property owner or occupant is current with any bills from the water and sewer utility.

## **Chapter 12 - ARTICLE XVI. BODY ART STUDIOS AND BODY ARTISTS**

### **Sec. 12-510. Purpose.**

- (a) The purpose of this article is to establish reasonable standards for individuals performing body art procedures and for the facilities in which those procedures are provided. If followed, such standards should ensure the health and safety of all individuals performing and receiving these services. They also provide for the permitting and regular inspection of studios wherein body art activities are to be performed and contain enforcement provisions including revocation of the certification of any person or permit of any studio deemed in violation of this article.
- (b) The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-3-8, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing body art studios for the county are made a part of this Code as though fully set out at length in this section. Copies of the body art regulations are on file in the office of the clerk of the board of commissioners.



## Chapter 8 HEALTH AND SAFETY

### ARTICLE I. IN GENERAL

Secs. 8-1—8-18. Reserved.

### ARTICLE II. ADOPTION OF COUNTY SWIMMING POOLS, PUBLIC SPA POOLS AND BATHHOUSES ORDINANCE

#### Sec. 8-19. Adoption by reference.

The Gwinnett County Swimming Pools, Public Spa Pools and Bathhouses Ordinance, adopted by ordinance of the county board of commissioners on November 17, 2009, as the health regulations governing swimming pools, public spa pools and bathhouses containing sections 9-7001 through 9-7072, together with all subsequent revisions thereto, is hereby adopted for the City and is incorporated herein as fully as though set out at length.

(Code 1993, § 8.24.010; Ord. of 9-11-1990)

The regulations of the county board of health, adopted by resolution April 9, 2018, containing sections 1 through 26 and having been adopted by ordinance of the board of commissioners on May 14, 2024, as the health regulations governing public swimming pools, spas and recreational water parks are made a part of this Code as though fully set out at length in this section. Copies of the regulations are on file in the office of the clerk of the board of commissioners.

(Ord. No. HSO2024-001(GCID 2024-0408), Exh. A, 5-14-2024)

Secs. 8-20—8-41. Reserved.

### ARTICLE III. ADOPTION OF COUNTY FOOD SERVICE ORDINANCE

#### Sec. 8-42. Adoption by reference.

~~The Food Service Ordinance, adopted by resolution of the board of commissioners on November 13, 2007, as the health regulations governing food service for the county, based upon rules of the state's department of human resources, public health, chapter 290-5-14, together with all subsequent revisions thereto, is hereby adopted for the City and is incorporated herein as fully as though set out at length.~~

~~(Code 1993, § 8.28.010; Ord. of 9-11-1990)~~

The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-6-1, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing food service for the county are made a part of this Code as though fully set out at length in this section. Copies of the food service regulations are on file in the office of the clerk of the board of commissioners.

(Ord. No. HSO2024-001(GCID 2024-0408), Exh. A, 5-14-2024)

**Secs. 8-43—8-72. Reserved.**

## ***ARTICLE IV. TOURIST COURTS<sup>1</sup>***

### **Sec. 8-73. Regulations adopted by reference.**

~~The Tourist Courts Ordinance, adopted by resolution of the county board of commissioners on July 7, 1998, as the health regulations governing tourist accommodations for the county based upon rules of the state's department of human resources, public health, chapter 290-5-18, together with all subsequent revisions thereto, is adopted for the City and is incorporated herein as fully as though set out at length.~~

~~(Code 1993, § 8-32.010; Ord. of 9-11-1990)~~

The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-6-2, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing tourist accommodations for the county are made a part of this Code as though fully set out at length in this section. Copies of the tourist accommodations regulations are on file in the office of the clerk of the board of commissioners.

(Ord. No. HSO2024-001(GCID 2024-0408), Exh. A, 5-14-2024)

**Secs. 8-74—8-104. Reserved.**

## ***ARTICLE V. CLEAN INDOOR AIR<sup>2</sup>***

### **Sec. 8-105. Findings and purpose.**

Numerous studies, including those published by the Surgeon General of the United States and recent reports of the Environmental Protection Agency, have shown that secondhand smoke is:

- (1) A cause of disease, including lung cancer, in healthy nonsmokers;
- (2) A major contributor to indoor air pollution; and
- (3) Particularly harmful to children, elderly people and allergic individuals.

Accordingly, the mayor and council finds and declares that the purpose of this article is to protect the public health and welfare by regulating smoking in public places and places of employment.

(Code 1993, § 8.36.010; Ord. of 8-6-1998, § 1(part))

<sup>1</sup>State law reference(s)—Municipalities authorized to impose, levy, and collect excise tax upon the furnishing to the public of any room or rooms, lodgings, or accommodations, O.C.G.A. § 48-13-51.

<sup>2</sup>State law reference(s)—Georgia Smokefree Air Act of 2005, O.C.G.A. § 31-12A-1 et seq.

## Sec. 8-106. 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:

*Designated smoking area in a food service establishment* means an area of contiguous seating where smoking is permitted and which is situated so existing barriers and ventilation systems are used to minimize the toxic effects of smoke, is marked by appropriate signs, and does not include service lines or cashier areas.

*Designated smoking area in all areas other than a food service establishment* means any enclosed indoor area in which smoking is permitted. Such smoking area shall be clearly designated and separate from any area in which smoking is not permitted. In a place of employment, the designated smoking area shall be separate from a smoke-free work area by floor to ceiling walls or ventilation technology effective in reducing the effects of smoke on the smoke-free area other than portable air-cleaning devices; provided, however, that no restrooms or employee lounges shall be designated smoking areas.

*Dining area* means any enclosed area containing a counter or tables upon which food is served.

*Employer* means any person, partnership, associate, corporation or nonprofit entity which employs one or more persons, including the legislative, executive and judicial branches of the City.

*Food service establishment* means any establishment for the preparation and serving of meals, lunches, short orders, sandwiches, frozen desserts or other edible products. The term "food service establishment" includes restaurants, coffee shops, cafeterias, short order cafes, luncheonettes, taverns, lunchrooms, places which manufacture for retail sandwiches, soda fountains, institutional cafeterias, both public and private, food carts, industrial, cafeterias, catering establishments, food vending vehicles and operations connected therewith, and similar facilities by whatever named called. The term "food service establishment" does not mean or include the following:

- (1) An establishment which does not provide seating or facilities for consumption of food on premises or a food sales establishment as that term is defined elsewhere in this Code;
- (2) A cocktail lounge or tavern if said cocktail lounge or tavern is a bar;
- (3) Any dining area located within a health care, educational or child care facility.

Food courts within enclosed shopping malls shall be treated as food service establishments under this article. When determining food service establishment seating capacity, outdoor seating will not be included in the total number.

*Health department* means the county health department.

*Place of employment* means any enclosed area under the control of a public or private employer which employees frequent during the course of employment, including, but not limited to, work areas, restrooms, employee lounges, conference and meeting rooms, lobbies and reception areas. The term "place of employment" does not include:

- (1) A private residence, unless it is used as a child care facility or a health care facility;
- (2) The dining area of a food service establishment.

*Public place* means any enclosed area to which the public is invited or in which the public is permitted, including, but not limited to, restaurants, stores, offices, waiting rooms, lobbies, public transit, restrooms, enclosed shopping malls, educational recreational, health care facilities, child care facilities, auditoriums, theaters, sports arenas, service lines, airports and meeting rooms. A private residence is not a "public place" unless it is used as a child care facility or a health care facility.

*Retail tobacco store* means a retail store in which the sale of tobacco products designed for smoking comprises more than 50 percent of its receipts.

*Service line* means any indoor line at which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

*Smoking* means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other smoking equipment in any manner or form.

*Sports arena* means enclosed sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition or witness sports events.

*Tobacco business* means a sole proprietorship, corporation, partnership or other enterprise in which the primary activity is the sale, manufacture or promotion of tobacco, tobacco products, or accessories, and in which the sale, manufacture or promotion of other products is merely incidental.

*Work area* means an area in a place of employment where one or more employees are routinely assigned and perform services for their employer.

(Code 1993, § 8.36.020; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-107. Smoking in public places.**

Except as otherwise provided in this article, smoking is prohibited in all public places within all of the City.

(Code 1993, § 8.36.030; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-108. Smoking in places of employment.**

(a) Except as otherwise provided in this article, smoking in all places of employment is prohibited in the following manner:

- (1) Smoking shall be prohibited in auditoriums, gymnasiums, restrooms, elevators, classrooms, hallways, employee medical facilities and rooms or areas which contain photocopying equipment or other office equipment used in common, and in company vehicles occupied by more than one person unless the occupants of such vehicle agree that smoking may be permitted.
- (2) Smoking shall be prohibited in conference rooms and meeting rooms, unless everyone in that room agrees that smoking may be permitted.

(b) Notwithstanding the prohibitions in this section, employers in places of employment shall:

- (1) Provide nonsmoking employees with a smoke-free work area.
- (2) Provide for contiguous nonsmoking areas in employee cafeterias and lunchrooms. The contiguous nonsmoking areas in employee cafeterias and lunchrooms shall be sufficient to meet employee demands. An employer may not determine that no such demand exists.
- (3) Not be required to make any expenditures or structural changes to create a smoke-free work area. In the event an employer cannot, after using its best efforts, comply with an employee's request for smoke-free work area, the employer shall designate that employee's work area as a smoke-free work area.

(Code 1993, § 8.36.031; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-109. Exceptions.**

The regulation of smoking pursuant to this article shall not apply in the following areas:

- (1) Private homes, private residences and private automobiles;
- (2) Hotel and motel rooms rented to guests, except for those rooms designated by such hotels and motels as no smoking rooms;
- (3) Retail tobacco stores and tobacco businesses;
- (4) A designated smoking area in a food service establishment; provided that such designated smoking area shall not comprise more than 50 percent of a food service establishment's seating capacity;
- (5) A designated smoking area in a place of employment, except that no designated smoking area shall be permitted in any health care or child care facility;
- (6) Work areas in any place of employment so long as:
  - a. The work area is exclusively occupied by smokers;
  - b. Everyone in the work area reaches an agreement that smoking may be permitted;
  - c. The work area is not subject to regular entrance by the public or nonsmokers;
  - d. The work area is separated from a smoke-free work area by floor, to ceiling walls or some other means, equally effective in reducing the effects of smoke on the smoke-free work area, other than portable air cleaning devices;
- (7) A designated smoking area in a public place;
- (8) Banquet or meeting rooms when these rooms are used for private functions;
- (9) Persons residing within long-term care facilities, as that term is defined by state law, so long as the resident does not interfere with the rights of others or unless prior to admission, the resident, guardian, or representative is informed of written admission policies which limit or ban smoking;
- (10) Jails, prisons and municipal places of incarceration wherein persons who are charged with the commission of criminal offenses are housed;
- (11) Wholly or partially enclosed private boxes in indoor sports arenas and in such designated smoking areas of the sports arena;
- (12) Limousines under private hire by an individual or corporation.

(Code 1993, § 8.36.040; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-110. Declaration of smoke-free environment.**

Nothing in this article shall be deemed, interpreted or construed to restrict or prohibit any person in charge of any public place or place of employment from designating that place a smoke-free facility and prohibiting smoking in areas which otherwise would be permitted by this article.

(Code 1993, § 8.36.050; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-111. Posting of signs.**

- (a) Because ordinances regulating smoking are primarily self-enforcing, adequate signage is important.

- (b) Signs displaying the words "Smoking," "No Smoking," or the international symbol for "No Smoking" consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it, whichever is appropriate, shall be conspicuously posted in every public place and place of employment where smoking is regulated by this article by the person in charge of such facility. Such signs shall have a minimum size requirement of four inches by four inches and containing letters of not less than one inch in height.
- (c) Every food service establishment shall have posted at each entrance a conspicuous sign clearly stating that a nonsmoking section is available and that smoking is allowed only in the designated smoking area.

(Code 1993, § 8.36.060; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-112. Enforcement.**

- (a) Although smoking ordinances are primarily self-regulating, enforcement of this article shall be the ultimate responsibility of the department of health.
- (b) The department of health may initiate any action to seek enforcement of this article on its own motion or upon information provided by any citizen. Any officer of the police department or city marshal also may initiate an action for violation of this article if a violation occurs in his presence. Any other police officer whose jurisdiction is located within the City may initiate an action for violation of this article if a violation occurs in the officer's presence, provided that the violation occurs within that officer's jurisdiction.
- (c) Any owner, operator or manager of any establishment regulated by this article shall inform persons violating this article's provisions.
- (d) In any dispute arising under this article, the need to breathe smoke-free air shall be given precedence over the need to smoke.

(Code 1993, § 8.36.070; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-113. Other applicable laws.**

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted or prohibited by other applicable laws, regulations or policies.

(Code 1993, § 8.36.080; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-114. Violations and penalties.**

Any person who smokes or any person who allows smoking in violation of this article, or any person who violates any provision of this article shall be guilty of a misdemeanor and punished in accordance with section 1-23.

(Code 1993, § 8.36.090; Ord. of 8-6-1998, § 1(part))

### **Secs. 8-115—8-141. Reserved.**

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## ***ARTICLE VI. FIRE CODE<sup>3</sup>***

### **Sec. 8-142. Enforcement.**

The provisions of this article may be enforced by authorized officers of the division of fire services, or by the City marshal. In addition, the provisions of this article may be enforced by authorized officers of the police department of any municipality within the county.

(Code 1993, § 8.40.010; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-143. Adoption by reference.**

The county fire code, as adopted by the board of commissioners in Ordinance. No. FPP-2012, adopted March 20, 2012, is hereby adopted by reference as the fire safety ordinance of the City and is incorporated herein as if fully set out at length.

### **Sec. 8-144. Penalties for violation of this article.**

Any person who shall violate any of the provisions of this article by the codes adopted in this article by reference or fail to comply therewith, or who shall violate or fail to comply with any order made hereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder and from which no appeal has taken, or who shall fail to comply with such an order as affirmed or modified by the board of commissioners within the time set forth herein, shall constitute a violation of a county ordinance. Any person violating this article or any of the codes and/or laws incorporated in this article shall be deemed guilty of violating a county ordinance and shall be punished by a fine not to exceed \$500.00 and by imprisonment in the common jail of the county not to exceed 60 days, or by both fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation nor permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a specified time. When not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate violation of this article.

(Code 1993, § 8.40.020; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-145. Obstructing fire hydrants and fire department connections.**

It is unlawful for any person to obstruct the approach or visibility of any fire hydrant or fire department connection, closer than five feet in any direction, parallel with street access.

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<sup>3</sup>State law reference(s)—State-wide application of Standard Fire Prevention Code, O.C.G.A. § 8-2-25; providing of fire escapes by building owners, O.C.G.A. § 8-2-50; obstruction or hindering of firefighters, O.C.G.A. § 16-10-24.1; regulation of fire and other hazards to persons and property generally, O.C.G.A. § 25-2-1 et seq.; local fire departments generally, O.C.G.A. § 25-3-2 et seq.; authority to enact ordinances or fire and life safety codes, O.C.G.A. § 25-3-4.

(Code 1993, § 8.40.030; Ord. of 8-6-1998, § 1(part))

#### **Sec. 8-146. Persons allowed in the vicinity of fire.**

No persons, except firefighters, police officers, the mayor and the City council, the owners of the subject property or their agents, and the agents of insurance companies shall be allowed within the immediate vicinity of any fire without being requested there by the fire chief or the officer in charge at the time. Any person refusing to obey the orders and directions of the officer in charge of a fire may be arrested for violation of this section and on conviction thereof be punished for the violation of a City ordinance.

(Code 1993, § 8.40.040; Ord. of 8-6-1998, § 1(part))

#### **Sec. 8-147. Following fire apparatus prohibited.**

The driver of any vehicle other than one on official business shall not follow any fire apparatus traveling in response to a fire alarm closer than 500 feet or drive into or park such vehicle within the block where fire apparatus has stopped in response to a fire alarm. Any person refusing to obey the orders and directions of the officer in charge of a fire may be arrested for violation of this section and on conviction thereof be punished for the violation of a City ordinance.

(Code 1993, § 8.40.050; Ord. of 8-6-1998, § 1(part))

#### **Sec. 8-148. Crossing fire hose prohibited.**

No vehicle shall be driven over any unprotected hose of the fire service when laid down on any street, roadway or private driveway without the consent of the fire service official in command. Any person refusing to obey the orders and directions of the officer in charge of a fire may be arrested for violation of this section and on conviction thereof be punished for the violation of a City ordinance.

(Code 1993, § 8.40.060; Ord. of 8-6-1998, § 1(part))

#### **Sec. 8-149. Rules and regulations for outdoor and open burning.**

- (a) Permits for burning at or on development sites for the purpose of clearing land for new construction shall be obtained from the state environmental protection division. Permits shall be registered with fire service dispatch.
- (b) Outdoor and open burning without permits may be conducted only for purposes that are described in subsection (c) of this section. Rules, regulations and proper precautions that are described in subsection (d) of this section shall be taken and followed for all types of open and outdoor burning.
- (c) Types of open and outdoor burning allowed without written permit:
  - (1) Burning of leaves and limbs, natural vegetation that may fall on someone's own property;
  - (2) Fires for the purpose of keeping warm;
  - (3) Fires for the purpose of cooking food for human consumption.
- (d) The following rules, regulations and precautions that shall be observed when conducting any open or outdoor burning are:
  - (1) No burning of solid waste, household garbage and such is allowed.



- (2) No burning of any materials that put off a heavy, dark smoke, such as rubber products, oils, roofing material, petroleum-based insulation.
  - (3) No burning when smoke presents a health hazard to persons in the vicinity.
  - (4) No burning when atmospheric conditions or local circumstances make such fire hazardous, such as dry weather, windy conditions, etc.
  - (5) No burning is allowed near flammable, combustible or explosive materials.
  - (6) Burning at construction sites for the clearing of land for new development shall not be conducted before or after daylight hours.
  - (7) The burning of leaves, limbs, etc., that fall on a person's own property can only be burned between the hours of 10:00 a.m. and 5:00 p.m.
  - (8) Prior notification shall be given to local forestry fire services and the state environmental protection division before agricultural burning purposes are conducted.
  - (9) No persons shall kindle or maintain any open burning less than 50 feet from any structure. Adequate provisions shall be made to prevent fire from spreading to any adjoining property or structure.
  - (10) Fires in containers, such as barrels and approved leaf burners, shall be located not less than 15 feet from any structure.
  - (11) All fires shall be constantly attended by a competent person until extinguished.
  - (12) There shall be a garden hose connected to a water supply or other fire extinguishing equipment readily available for use.
  - (13) No person shall kindle a fire upon the land of another without permission of the owner thereof or his agent. Persons responsible for kindling or maintaining any fires that spread upon the land or structure of another shall be held responsible.
  - (14) The chief of the department of fire and emergency services or his appointed representative may prohibit any or all fires when prescribed rules, regulations and laws are not followed or circumstances make such fires and smoke hazardous to life, health or property.
  - (15) Persons who shall violate these rules and regulations are subject to fine and/or punishment as described in section 1-23.
- (e) The fire marshal's office shall notify the state environmental protection division in writing of any violations as required by state law within seven days of the occurrence.

(Code 1993, § 8.40.070; Ord. of 8-6-1998, § 1(part))

### **Sec. 8-150. Setting fire to motor vehicle; notice required.**

No person shall set fire to an automobile, truck or any other type of motor vehicle without first obtaining written permission from the chief of the fire service division.

(Code 1993, § 8.40.080; Ord. of 8-6-1998, § 1(part))

**Sec. 8-151. Burning of certain materials prohibited.**

No material or substance, which emits noxious or poisonous gases, such as nitrogen dioxide, hydrogen cyanide or chlorine or other poisonous gases that will not readily dissipate in the atmosphere, may be burned within the City limits.

(Code 1993, § 8.40.090; Ord. of 8-6-1998, § 1(part))

**Sec. 8-152. Certain officers vested with police powers.**

The Gwinnett County Fire Chief or other authorized officers acting pursuant to his authority who have been sworn in as police officers with the powers to make arrests pertaining to arson within the county shall be vested with full police powers pursuant to this article.

(Code 1993, § 8.40.100; Ord. of 8-6-1998, § 1(part))

**Sec. 8-153. Obstructing a fire station.**

It shall be unlawful for any person to put any obstruction of any nature whatsoever in front of any fire station or location where fire service equipment is located.

(Code 1993, § 8.40.110; Ord. of 8-6-1998, § 1(part))

**Secs. 8-154—8-174. Reserved.****ARTICLE VII. VECTOR CONTROL****Sec. 8-175. 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:

*Business building* means any structure, permanent or temporary, whether public or private, that is adapted for occupancy, for transaction of business, for rendering professional service, for amusement, for the display, sale or storage of goods, wares or merchandise or for the performance of work or labor, including hotels, apartment buildings, roominghouses, office buildings, public buildings, stores, theaters, markets, restaurants, grain elevators, abattoirs, warehouses, workshops, factories and all outhouses, sheds, barns and other structures on premises used for business purposes.

*Health authority* means the local county health board.

*Health officer* means the authorized representative of the local county health board, the City marshal, or other person designated by the City administrator or his/her designee.

*Nuisance* means whatever is detrimental to human health or whatever renders or tends to render soil, air, water, or food impure or unwholesome.

*Owner* means the actual owner of a building whether an individual, partnership or corporation, who owns or holds title to a building and includes also the agents for the building or other person having custody or managerial control. In the case of business buildings leased or rented with a clause in the contract specifying that the lessee or tenant is responsible for maintenance and repairs, the lessee or tenant will be considered the owner. the case of a

vacant building or any portion of a building or premises, the owner, agent, or other person having custody of the building or premises shall have the responsibilities of an occupant of the building or premises.

*Rat control* means any method as may be approved by the health board to control the rat population.

*Rat harborage* means any condition under which rats may find shelter or protection, and include any construction or condition which permits the entrance of rats into any business building.

*Rat-proofing* means a form of building construction which will prevent the ingress of rats into business buildings through the exterior walls, ground or first floors, basements, roofs, sidewalk gratings, sidewalk openings, foundations and other places that may be reached and entered by rats by climbing burrowing, or otherwise. The material to be used for rat-proofing shall include cement concrete, brick masonry laid in cement, concrete mortar, sheet metal, and minimum 18 gauge wire cloth having a mesh not larger than one-half inch. All material for rat-proofing shall be of such strength and thickness as to be impervious to rat-gnawing. Windows and other openings for light or ventilation that may be reached or entered by rats shall be covered with wire cloth screen incorporated into a metal frame conforming to the gauge and dimensions in this section. All exterior doors shall be protected against the gnawing of rats by the use of materials prescribed in this section. When closed, all exterior doors shall have a maximum clearance between doors, door sills and jambs not exceeding three-eighths of an inch.

(Ord. of 4-7-2011(01), title 8.6, Rule 290-5-58-.02)

## **Sec. 8-176. General provisions.**

- (a) No person shall create, maintain, support, aid or continue a nuisance. Nuisances include, but are not limited to, the following:
  - (1) Conditions conducive to the breeding of flies or mosquitoes.
  - (2) Trash, garbage, refuse, or any foul, decaying, or putrescent material kept or used in such a manner or place as to be or become offensive, objectionable or detrimental to health or well-being.
  - (3) Except in areas deemed appropriate by the City, the keeping of horses, mules, asses, cows, sheep, goats, hogs, dogs, rabbits, guinea pigs, hamsters, chickens, turkeys, geese, ducks, pigeons or similar fowl or animals shall be prohibited. Any housing or enclosures used by such animals or fowl shall be well drained, free from accumulations of animal excrement and objectionable odors, and otherwise clean and sanitary. Animal excrement shall be disposed of in a manner approved by the City.
- (b) The owners of all business buildings shall have such buildings rat-proofed, and kept rat-proofed in accordance with this article.
- (c) All business buildings hereafter erected, enlarged or repaired shall be rat-proofed and kept rat-proofed in accordance with this article.
- (d) Whenever conditions inside or under any such business buildings or on any premises provide harborage for rats such that the City deems it necessary that the harborage be eliminated, the owner shall take steps toward the elimination of the harborage.
- (e) The occupants in charge of any business building or premises shall at all times comply with the following requirements:
  - (1) Store all garbage in a rat-proof and insect-proof container or a type approved by the City, pending removal of such garbage.
  - (2) Keep such buildings and/or premises free of trash, debris, rubbish, salvage or similar materials which provide nesting places and harborage for rats.

- (3) Maintain such buildings and/or premises in a rat-free condition by pursuing a program of rat-control approved by the City.
- (f) Owners and occupants of any dwelling shall at all times comply with the following requirements:
- (1) Every owner of a dwelling containing two or more dwelling units shall maintain the shared or public area of the dwelling and premises thereof in a clean and sanitary condition.
  - (2) Every occupant of a dwelling or dwelling unit and those parts that he occupies and controls shall be maintained in a condition not conducive to rat infestation.
  - (3) Every occupant of a dwelling or dwelling unit shall store and dispose of all rubbish in a clean, sanitary and safe manner.
  - (4) Every occupant of a dwelling or dwelling unit shall store and dispose of all garbage, refuse, and any other organic waste which might provide food for insects and/or rodents in a clean, sanitary, safe manner. All garbage cans and refuse containers shall be rat-proof, insect-proof, watertight, structurally strong to withstand handling stress, easily filled, emptied and cleaned; shall be provided with tight-fitting covers or similar closures; and shall be maintained at all times in a clean sanitary condition. Plastic bags may be used as garbage and refuse container liners, but shall not be used without the container for on-site storage of garbage or refuse. Other types of containers meeting the requirements of this regulation may be specifically approved by the City.
  - (5) The total capacity of all provided garbage and/or refuse cans and bulk storage containers shall be sufficient to meet the needs of the occupants of the dwelling.
  - (6) Every owner of a dwelling containing three or more dwelling units shall supply facilities or refuse containers for the sanitary and safe storage and/or disposal of rubbish and garbage. In the case of a single- or two-family dwelling it shall be the responsibility of each occupant to furnish such facilities or refuse containers.
  - (7) Every owner of a dwelling containing a single dwelling unit shall be responsible for the extermination of rats on the premises, and every occupant of a dwelling unit containing more than one dwelling unit shall be responsible for such extermination whenever the dwelling unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a rat-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more dwelling units, extermination thereof shall be the responsibility of the owner.
  - (8) No occupant of a dwelling or dwelling unit shall accumulate rubbish, boxes, lumber, scrap metal, or any other materials in such a manner that may provide a rat harborage in or about any dwelling or dwelling unit. Stored materials shall be stacked neatly at least 18 inches above the ground.
  - (9) No owner of a dwelling containing three or more dwelling units shall accumulate or permit the accumulation of rubbish, boxes, lumber, scrap metal, or any other materials in such a manner that may provide a rat harborage in or about the shared or public areas of a dwelling or its premises. Materials stored by the owner shall be stacked neatly at least 18 inches above the ground.
  - (10) No owner or occupant of a dwelling or dwelling unit shall store, place, or allow to accumulate any materials which may serve as food for rats in a site accessible to rats.
  - (11) Every occupant of a dwelling unit shall keep supplied fixtures and facilities therein in a clean, sanitary and operable condition and shall be responsible for the proper use and operation thereof.
- (g) It shall be unlawful for the occupant, owner, contractor, public utility company, plumber or other person to remove the rat-proofing from any building for any purpose and fail to restore same in satisfactory condition, or to make any new openings that are not closed or sealed against the entrance of rats.

(Ord. of 4-7-2011(01), title 8.6, Rule 290-5-58-.03)

### **Sec. 8-177. Enforcement.**

This regulation, upon adoption by the mayor and council, shall be enforced by the board of health, the City marshal, City marshal's office, or other persons designated by the City administrator or his/her designee, as a duly adopted ordinance of the City. Any person violating any provision of this regulation shall be guilty of violating a duly adopted ordinance of the City, and, upon a conviction by a court of competent jurisdiction, shall be punished in accordance with section 1-23.

(Ord. of 4-7-2011(01), title 8.6, Rule 290-5-58-.04)

### **Secs. 8-178—8-203. Reserved.**

## **ARTICLE VIII. ON-SITE SEWAGE MANAGEMENT<sup>4</sup>**

### **Sec. 8-20~~4~~3. Applicability.**

**(a)** These rules will have application in all except the following cases:

- (1) Any facility or system under the jurisdiction of and regulated by the department of natural resources or its successor.
- (2) Any public or community sewage treatment system.
- (3) Other shared jurisdiction by Memoranda of Agreement or other agreements.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.01)

### **Sec. 8-205. 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:

*Absorption field* means a configuration of absorption trenches installed in a portion of land and used for the absorption and final treatment of sewage.

*Absorption line* means a pipe line of perforated pipe laid in an absorption trench to serve as a conduit for sewage effluent.

*Absorption trench* means an excavation in which an absorption line is laid.

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<sup>4</sup>State law reference(s)—Home rule powers of municipality to regulate and provide sewage collection and disposal systems, stormwater systems, and water treatment systems, Ga. Const. art. IX, § II, ¶ III(a)(6)—(7); Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq.; municipalities authorized to acquire, construct, operate and maintain water and sewage systems, O.C.G.A. § 36-34-5; adoption of ordinances, rules and regulations relating to payment for street improvements and construction of water, gas and sewer connections; payment of costs of connections, O.C.G.A. § 36-39-7.

*Absorption trench bottom and side soil area* means the total interface of bottom and side soil area with undisturbed soils of all absorption trenches in an absorption field and occurring horizontally and downward from the point of distribution into the soil, expressed in square feet.

*Aggregate* means washed gravel or washed stone meeting the state department of transportation standards for hardness or other materials approved by the department that shall be one-half inch to two inches in diameter.

*Alternative on-site sewage management system* means any approved on-site sewage management system which differs in design or operation from the conventional or chamber septic tank system or privy.

*Approved or approval* means compliance with applicable specifications or criteria developed or accepted by the department.

*Auxiliary system* means a system to serve a portion of a residence, a pool house or other adjunct facility.

*Bedroom* means any room that is designed primarily for sleeping purposes, as shown on the building plan.

*Black water* means wastewater generated by water closets, urinals, bidets, kitchen sinks and garbage disposals.

*Building drain* means that part of the lowest piping of a building drainage system inside the walls of a building, which receives the discharge from soil, waste or other drainage systems and conveys the discharge to the building sewer.

*Building sewer* means that part of the horizontal piping of a building drainage system beyond the building drain which receives the discharge from the building drain and conveys it to a public sewer, private sewer, on-site sewage management system or other disposal.

*Central on-site sewage management system* means an on-site sewage management system serving more than one building, business, residence or other facility designed or used for human occupancy or congregation.

*Chamber septic tank system* means a septic tank and a chamber system, as defined in this section.

*Chamber system* means a system of chambers with each chamber being a molded polyolefin plastic, arch shaped, hollow structure with an exposed bottom area and solid top and louvered sidewall for infiltration of effluent into adjoining bottom and sidewall soil areas. Chambers may be of different sizes and configurations to obtain desired surface areas.

*Community subsurface treatment system* means any system which treats primarily domestic wastewater other than those serving single-family residences or nondomestic sewage systems.

*Conventional septic tank system* means any septic tank and conventional system as defined in this section, but does not include alternative or experimental systems.

*Conventional system* means a traditionally used system that is composed of perforated pipe surrounded by gravel or stone masking for the infiltration of effluent into adjoining bottom and side soil areas.

*County board of health* means the county board of health established by the Official Code of Georgia Annotated (O.C.G.A. § 31-3-1) or its designee.

*Department* means the department of human resources of the state or its designee.

*Distribution device* means a watertight structure which receives sewage effluent from a septic tank, dosing tank or other sewage retention device and distributes it in equal portions to two or more absorption lines.

*Dosing tank* means an approved watertight tank, located after a septic tank or other sewage retention device, to receive and retain sewage effluent, and so equipped as to discharge sewage effluent intermittently to a distribution device, either by pump or by siphon.

*Experimental on-site sewage management system* means any on-site sewage management system proposed for testing and observation, and provisionally approved for such purposes by the Department, but which has not been fully proven under field use.

*Failure* means an on-site sewage system in such a condition that it constitutes a public hazard by inadequate treatment and/or disposal of sewage.

*Filter* means an approved device that removes solids or other materials from the effluent that could cause failure of an on-site sewage management system.

*Floodplain* means a generally flat plain or depression susceptible to being flooded from any source, including small and intermittent watercourses and coastal areas subject to intermittent tidal action.

*Gray water* means wastewater generated by water-using fixtures and appliances, excluding water closets, urinals, bidets, kitchen sinks and garbage disposals.

*Grease trap* means a device in which the grease content of sewage is intercepted and congealed, and from which grease may be skimmed or otherwise removed for proper disposal.

*Individual water supply system* means a system of piping, pumps, tanks or other facilities, utilizing groundwater to supply a single-family dwelling.

*Lot* means a portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership, or for development, or both, and shall not include any part of the right-of-way of a street or road.

*Manual for On-Site Sewage Management Systems* means the technical handbook currently adopted and periodically updated which is used by the department in the implementation of this article and is available for inspection at the appropriate state office in Atlanta or at local health departments. The Manual for On-Site Sewage Management Systems and its provisions are herein adopted unless inconsistent with other provisions of law or regulation and is hereafter referred to as the "manual" or "Manual for On-Site Sewage Management Systems."

*Mobile home park* means a parcel of land developed for subsequent rental or lease or placement of two or more mobile homes.

*On-site sewage management system* means a sewage management system other than a public or community sewage treatment system serving one or more buildings, mobile homes, recreational vehicles, residences, or other facilities designed or used for human occupancy or congregation. The term "on-site sewage management system" shall include, without limitation, conventional and chamber septic tank systems, privies, and experimental and alternative on-site management systems which are designed to be physically incapable of a surface discharge of effluent that may be approved by the department.

*Percolation coefficient* means the ratio of trench bottom area to percolation time; it is expressed as the allowable rate of sewage application in gallons per square foot per day.

*Percolation rate* means the time, expressed in minutes per inch, required for water to seep into saturated soil at a constant rate.

*Percolation test* means the method used to measure the percolation rate of water into soil as described in the department's current Manual for On-Site Sewage Management Systems.

*Person* means any individual, partnership, corporation, or association and may extend and be applied to bodies, both political and corporate.

*Physical development* means development which includes, but is not limited to, site preparation, erection of a structure, road construction, well construction or installation of on-site sewage management systems.

*Privy* means a structure (and necessary appurtenances) used for the sanitary disposal or storage of human wastes without the aid of water carriage; the term "privy" does not include chemical, composting, portable or incinerator toilets.

*Public water supply system* means a system for the provision of piped water to the public for human consumption, if such system has at least 15 service connections, or regularly serves an average of at least 25 individuals daily, at least 60 days out of the year.

*Septage* means a waste that is a fluid mixture of partially treated or untreated sewage solids, liquids and sludge of human or domestic waste, present in or pumped from septic tanks, malfunctioning on-site sewage management systems, grease traps or privies.

*Septic tank* means an approved watertight tank designed or used to receive sewage from a building sewer and to affect separation and organic decomposition of sewage solids, and discharging sewage effluent to an absorption field or other management system.

*Sewage* means and includes human excreta, all water-carried wastes, and liquid household waste from residences or commercial and industrial establishments.

*Sewage treatment system* is a system that provides primary treatment and disposal, including absorption field components, devices and appurtenances intended to be used for disposal of sewage by soil absorption, but does not include a conventional or chamber septic tank system. The system shall be designed to be physically incapable of a surface discharge of effluent.

*Sinkhole* means a depression in the land surface, generally in a limestone region, which communicates or has the potential to communicate with a subterranean passage developed by solution; typical sinkholes can be broad, closed basin-like features or steep-sided dropouts, or variants thereof.

*Site* means the location where the absorption field will be installed to include replacement area.

*Soil classifier* means a person who holds at least a Bachelor of Science degree from an accredited college or university with a major in Agronomy, Soil Science, or related field, as approved by the soil classifiers certification advisory committee. Must have completed a minimum of 15 semester hours or 25 quarter hours in approved soil science courses including a course in pedology and have four years or more of full-time experience as a soil classifier/soil scientist actively mapping, identifying and classifying soil features, and interpreting the influence of soil features on soil uses. Certification shall be in accordance with guidelines published in the Manual for On-Site Sewage Management Systems.

*Subdivision* means any division of a tract or parcel of land into five or more lots, building sites, mobile home sites, or other divisions, resulting in any single lot of less than three acres, for the purpose, whether immediate or future, of sale or legacy, and includes resubdivision and, where appropriate to the context, relates to the process of subdividing or to the land or area subdivided; provided, however, that the following are not included within this definition:

- (1) The combination or recombination of previously platted lots or portions thereof where the total number of lots is not increased and the resultant lots conform to the standards of these rules.
- (2) The division of land into parcels, all of which are three acres or more in size with minimum width of 150 feet for a distance sufficient to provide an adequate area for the placement of structures and improvements including wells and approved installation of approved on-site sewage management systems.

*Well* means an excavation or opening into the ground by which groundwater is sought or obtained.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.02)

Note(s)—Any person who holds a valid certificate of registration as a geologist issued pursuant to O.C.G.A. Chapter 19 of Title 43, or who holds a valid certificate of registration as an engineer issued pursuant to O.C.G.A. Chapter 15 of Title 43 and is practicing within his or her area of engineering competency may register with the Department as a Soil Classifier.



Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "General Provisions" was filed on December 1, 1969, as 270-5-25-.02; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.02. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Definitions" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

## **Sec. 8-206. State Law Adopted by Reference**

- (a) ***Rules and regulations of the state department of public health; adopted.*** The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-3-1, as now or hereafter amended, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing on-site sewage management systems for the county are made a part of this Code as though fully set out at length in this section. Copies of the on-site sewage management systems regulations are on file in the office of the clerk of the board of commissioners.
- (b) ***Rules and regulations of the state department of public health; enforcement.***
  - (1) The rules and regulations cited in subsection (a) of this section shall be enforced by the county board of health as a duly adopted ordinance of the county.
  - (2) Violations of this section may be prosecuted upon citations issued by officers of the county police department, the county department of water resources, or by designated employees of the county board of health. Any person violating any provision in these regulations shall be guilty of violating a duly adopted ordinance of the county, and upon conviction by a court of competent jurisdiction shall be punished either by a fine not to exceed \$1,000.00, or by confinement in the county jail for a total term not to exceed 60 days, or both. The court shall have the power and authority to place any person found guilty of a violation of this regulation on probation and to suspend or modify any fine or sentence. As a condition of such suspension, the court may require payment of restitution or impose other punishment allowed by law.
- (c) ***New community sewage treatment systems prohibited.***
  - (1) A community sewage treatment system shall mean a privately owned sewage treatment system which collects sewage from two or more residents or other establishments and which may consist of collector lines, pumps, sewage tanks and/or soil treatment units. Community sewage treatment systems are characterized by having relatively few residents or establishments which contribute flow and are not staffed by qualified operators licensed by the state 24 hours a day, seven days a week.
  - (2) New community sewage treatment systems are prohibited in the county, notwithstanding any and all provisions of Ga. Comp. R. & Regs., chapter 511-3-1 that may otherwise allow such systems to be permitted.
  - (3) Upon the effective date of the ordinance from which this section is derived, no new community sewage treatment facilities that may be permitted in any municipality in the county shall be permitted to send sewage flows to the POTW.
- (d) ***Authority to disconnect water service.***
  - (1) The director of the county department of water resources (DWR director) or the DWR director's designee is authorized to disconnect water service from any property where a pattern of repeated refusal to repair a failed septic tank system has resulted in harm to public health, safety, welfare,

the environment or the public interest, as set forth herein. Three bacteriological tests showing 200 or more colony forming units of fecal coliform bacteria taken from affected surface water shall be presumptive evidence of harm to public health, safety, welfare, the environment or the public interest.

- (2) The DWR director or designee is authorized to work with the county health department, an agency of the state, to coordinate measures to protect public health, safety, welfare, the environment or the public interest from contamination caused by failed septic tanks.
- (3) The DWR director or designee is directed to work with the county health department and with the owners of property affected by failed septic tanks to repair the maximum possible number of such systems, giving due regard to protecting health, safety, welfare, the environment or the public interest.
- (4) Upon following the notification procedures established by the county health department directing a property owner of the need to repair a failed septic tank system, the DWR director or designee is authorized to disconnect water service connected to that failing septic tank system whether or not the property owner has paid any civil penalties or whether or not the property owner or occupant is current with any bills from the water and sewer utility.

(Ord. No. HSO2024-001(GCID 2024-0408), Exh. A, 5-14-2024)

## **Sec. 8-207. General provisions.**

### **(a) On-site sewage management system required.**

- (1) Where public or community sewage treatment systems are not available, the owner, lessee or agent thereof of every building, residence or property, designed, used or intended to be used for human occupancy or congregation, shall provide an approved on-site sewage management system sufficient for persons normally expected to use or frequent the building, residence or other property for two hours or more. Connection shall be made to a public or community sewage treatment system when such system is available within 200 feet of the property line, or available in a public right-of-way abutting the property. Where a public or community sewage treatment system is to be constructed, or an existing public or community sewer is to be extended to serve a lot, or an approved on-site sewage management system is to be used, the building sewer shall be installed so that it will ensure gravity flow at a self-cleaning velocity throughout. If an existing on-site sewage system fails, immediate connection shall be made to a public or community sewerage system if such a system is available.
- (2) Any facility that produces a waste stream with BOD5 (biochemical oxygen demand) and TSS (total suspended solids) higher than 200 mg/l shall be required to pre-treat the waste to reduce the BOD5 and TSS to 200 mg/l or below before disposal through a conventional or chamber septic tank system.

### **(b) On-site sewage management system construction permit required.**

- (1) No person may begin the physical development of a lot or structure thereon, where an on-site sewage management system will be utilized, nor install an on-site sewage management system or component thereof without having first applied for and obtained from the county health department a construction permit for the installation.
- (2) Application for such a construction permit shall be made in writing on forms provided by the county board of health. The county board of health shall approve or disapprove such application within 20 days after the receipt of a completed application. The application shall include:
  - a. Name and address of the owner and the applicant, if other than the owner;
  - b. Location of property;

- c. Plans and specifications, including location and design of the proposed on-site sewage management system, including surface and subsurface drainage and piping;
  - d. Nature of the facility to be served;
  - e. Location of all water supplies, geothermal systems, or other utilities and trash pits on or off the lot, which will bear upon the location of the on-site sewage management system;
  - f. Number of bedrooms in the dwelling, or the number of persons to be served in other types of establishments, or other sewage flow or water usage data;
  - g. Soil characteristics, including soil types and capabilities, frequency and evaluations of seasonal high groundwater tables, occurrence of rock and other impervious strata;
  - h. Signature of the owner or agent applying for permit; and
  - i. Any additional information deemed necessary to determine the suitability of the site.
- (3) The county board of health may waive submission of part of the information required for the application, provided the board deems that such information is available from previously submitted subdivision or mobile home park data, or from other sources. The information must be sufficient to make an adequate appraisal of the acceptability of the proposed lot for the installation of an on-site sewage management system.
- (4) Repairs, replacement, or additions to existing systems must be permitted and inspected.
- (5) Any person preparing to modify a lot for the purpose of obtaining a construction permit for the installation of an on-site sewage management system shall submit plans showing the type and extent of modifications. No modifications shall be carried out prior to the approval of the plans by the county board of health. Such approval shall be in accordance with the provisions of the department's current Manual for On-Site Sewage Management Systems.
- (c) *Requirements for on-site sewage management system construction permit issuance or denial.*
- (1) On-site sewage management system construction permits shall be issued only after a site inspection by the county board of health shows favorable findings relative to absorption rates, soil characteristics, groundwater, rock and any other factors which would affect the acceptability of the lot. No construction permit for an on-site sewage management system shall be issued prior to the approval of the public water supply system, where a public water supply system is to be utilized. Lot suitability and approval is to be determined by the criteria established by the department's current Manual for On-Site Sewage Management Systems.
- (2) Lots shall be sized according to the regulations of the county board of health. The county board of health may deny or revoke an on-site sewage management system construction permit upon finding the lot unsuitable or for failure of the applicant to comply with the provisions of these rules. Such denial shall be made in accordance with the provisions of O.C.G.A. §§ 12-8-1, 31-5-2, 31-5-3, 31-5-4, 31-5-5 and 31-5-6. On-site sewage management construction permits shall remain valid for not more than 12 months from the date of issue.
- (3) Issuance of a construction permit for an on-site sewage management system, and subsequent approval of same by representatives of the county board of health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time; furthermore, said representatives do not, by any action taken in affecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.
- (4) On tracts or parcels of land of three acres or more, the conventional or chamber septic tank system may be utilized where the percolation rate does not exceed 120 minutes per inch. All other conditions must comply with the requirements of the regulations for on-site sewage management systems.

- (d) *Inspections.*
- (1) No person may backfill or use an on-site sewage management system until final inspection has been made by the county board of health to determine compliance with the provisions of the construction permit issued under subsection (c) of this section and written approval has been issued by the county board of health.
  - (2) A copy of the final inspection of an on-site sewage management system shall be provided to the owner, builder, developer or agent, whichever is appropriate.
  - (3) Grading, filling, digging trash pits or other landscaping or construction activities on the lot subsequent to final inspection by the county board of health which may adversely affect the onsite sewage management system shall render the approval void. Removal or alteration of system components after final inspection by the county board of health shall render the approval void.
- (e) *Design limits for conventional or chamber septic tank systems.* To provide for the maintenance of sanitary conditions through the proper functioning of a conventional or chamber septic tank system for a reasonable period of time, no such system may be installed, constructed, or used, having a septic tank design capacity of less than 1000 gallons or greater than 10,000 gallons, or where the total length of absorption trenches required would exceed 3,000 linear feet, or where the total absorption trench bottom area required would exceed 9,000 square feet.
- (f) *Submission of plans, specifications, and soil data.* Plans, specifications, soil data and, if required, absorption test data, submitted to the county board of health for the purpose of obtaining a construction permit to install an on-site sewage management system, which will produce a sewage flow in excess of 2,000 gallons per day, shall bear the registration number and signature of a registered professional engineer, certified and registered under the laws of the state. The county board of health may accept plans, specifications, soil data, and absorption test data for facilities with sewage flow of 2,000 gallons or less per day, when prepared in accordance with these rules, from any person who demonstrates to the satisfaction of the county board of health that they have sufficient knowledge of on-site sewage management system design.
- (g) *Soil data acceptability for individual lots.* Soil evaluations shall be conducted by individuals meeting the requirements established in the department's current Manual for On-Site Sewage Management Systems.
- (h) *Soil data or design certification required.*
- (1) The soil classifier, engineer, geologist or other professional approved by the department shall be required to attach to any soil evaluation submitted to the county board of health a copy of a current in force liability insurance certificate with limits of liability of no less than \$1,000,000.00.
  - (2) Soil evaluation reports submitted in compliance with the requirements established by the soil survey report checklist in section C of the department's manual shall be deemed sufficient and shall be accepted. The county board of health shall issue on-site sewage management system permits on sites deemed suitable by soil evaluations conducted in accordance with requirements established by the checklist in section C of the department's manual. In the event the county board of health finds the soil evaluation is deficient, it shall notify the person or entity that submitted the evaluation in writing by mail within three business days stating all deficiencies and measures needed to correct deficiencies.
  - (3) Engineer designs submitted in compliance with the requirements established by the engineered site plan checklist in section F of the department's manual and submitted with a copy of current in force liability insurance certificate with limits of liability of no less than one million dollars shall be accepted by the county board of health. Engineer designs shall be evaluated within 20 days of submission and a written determination of said evaluation shall be mailed to the submitter within three business days of the findings by the county board of health. If the engineer design is rejected, the county board of health will notify the submitter listing the deficiencies found, the measures needed to correct the deficiencies and of the submitter's right to appeal the county's decision.

- (i) *On-site sewage management system notice required.* In the event an on-site sewage management system, alternative system or soil fill installation is installed, notice shall be delivered to the owner of such property and in the event of new construction homes or commercial buildings, notice must be delivered to new owner, by the homebuilder/contractor, at the time of conveyance on such property stating the type of installation, design and maintenance needs.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.03)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Sewers" was filed on December 1, 1969, as 270-5-25.03; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.03. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "General Provisions" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency. Amended: Jan. 17, 2007; eff. April 1, 2007, as specified by Agency.

### **Sec. 8-208. Sewers.**

- (a) *Size of sewers.* Sewers connecting component parts of on-site sewage management systems shall be of sufficient size to serve anticipated flow conditions.
- (b) *Sewers.* All solid pipe and fittings used in an on-site sewage management system, beginning at the house, shall be NSF International schedule 40 PVC or equivalent and shall be a minimum of four inches in diameter. Sewers under driveways or similar areas of load or impact shall be of material capable of withstanding anticipated loads or installed so as to provide protection from crushing.
- (c) *Construction.* Sewers, other than perforated pipe or drain tiles used in absorption fields, shall be laid with sealed, watertight, root-resistant joints. Such sewers shall be laid on a firm foundation, shall not be subject to settling, and shall be installed on a grade that will ensure a self-cleaning velocity. Where on-site sewage management systems are used, and where installation of building drains and building sewers is not covered by duly adopted local plumbing codes, or in the absence of a local plumbing code and/or plumbing inspections, the county board of health may verify the adequacy and acceptability of all or any portion of the building sewer or the building drain.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.04)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Septic Tanks" was filed on December 1, 1969, as 2705-25-.04; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.04. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Sewers" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### **Sec. 8-209. Septic tanks.**

- (a) *Minimum design and construction.* Septic tanks shall provide a minimum of 24 hours of retention and shall be designed and constructed to equal or exceed minimum design and construction criteria established by the department as published in the current Manual for On-Site Sewage Management Systems. After the effective date of the ordinance from which this article is derived, any person seeking approval of septic tanks to be

used in on-site sewage management systems shall submit detailed plans and specifications for tank manufacture and other information as may be required by the department. Manufacturers and suppliers may be subject to periodic inspection, and approval by the county board of health or the department. Both the inlet and outlet tees shall be ASTM 3034 rated or equivalent. In addition, an approved filter shall be installed on the outlet end of the septic tank in compliance with the Manual for On-Site Sewage Management Systems.

- (b) *Location.* No septic tank shall be installed less than 50 feet from existing or proposed wells/springs, sink holes, or suction water lines, and tanks shall be located downgrade from wells or springs if physically possible; less than 25 feet from lakes, ponds, streams, watercourses, and other impoundments; less than ten feet from pressure water supply lines; or less than ten feet from a property line. No septic tank shall be installed less than 15 feet from a drainage ditch or embankment. Septic tanks shall be installed so as to provide ready access for necessary maintenance. Normally, the distance a septic tank should be located from a building foundation is at least ten feet, but lesser distances may be allowed by the county board of health. The county board of health, after site inspection, may require greater separation distances than cited herein due to unusual conditions of topography, or other site configuration; subsurface soil characteristics and/or groundwater interference.
- (c) *Capacity.* The liquid capacity of septic tanks for single-family dwellings shall be 1,000 gallons for one, two, three or four bedrooms, and 250 additional gallons for each bedroom over four. Septic tank capacity shall be increased by 50 percent where garbage grinders are to be used. Auxiliary systems serving single-family residences or other facilities shall be based on the maximum daily flow.
- (d) *Compartmented tanks.* Two compartment tanks shall be required. The first compartment shall be at least two-thirds the liquid capacity of the tank.
- (e) *Tanks in series.* The county board of health may approve the installation of two septic tanks placed in series provided that the capacity of the first tank is at least 1,000 gallons and at least equal to the capacity of the second tank. When tanks in series are used, they shall be connected with a sealed sewer line, and all sewage shall initially enter the first tank.
- (f) *Foundation and backfill.* Septic tanks will be constructed or installed level, on a foundation that will prevent settling; backfill shall be placed so that a stable fill results and undue strain on the tank is avoided. Earth backfill shall be free of voids, large stones, stumps, broken masonry, or other such materials. A minimum earth cover of six inches over the tank is recommended. With proper documentation the county board of health may approve less cover. All openings and manholes shall be constructed so as to prevent the entrance of surface water.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.05)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Distribution Boxes" was filed on December 1, 1969, as 270-5-25-.05; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.05. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Septic Tanks" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

## Sec. 8-210. Distribution devices and dosing tanks.

- (a) *Minimum design and construction of distribution devices.* Distribution devices shall be designed and constructed in accordance with minimum design and construction criteria established in the department's current Manual for On-Site Sewage Management Systems.
- (b) *Minimum design and construction of dosing tanks.* Where required, dosing tanks shall be designed, constructed, and installed in accordance with the department's current Manual for On-Site Sewage Management Systems.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.06)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Nitrification Fields" was filed on December 1, 1969, as 270-5-25-.06; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.06. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Distribution Boxes and Dosing Tanks" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

## Sec. 8-211. Absorption fields.

- (a) *Absorption area.* The absorption area shall be based upon the anticipated volume of treated sewage and upon the characteristics of the soil in which absorption fields are to be located as specified in the department's current Manual for On-Site Sewage Management Systems. Soil characteristics and other related data, including percolation tests, may be required by the county board of health. Absorption areas shall be classified as follows: aggregate, non-aggregate and other.
- (b) *Prior approved systems.* Any "prior approved system," as defined in the O.C.G.A. § 31-2-7(a)(4), is approved for installation according to the manufacturer's recommendation.
- (c) *Location.* No absorption field will be constructed less than 100 feet from existing or proposed wells, springs or sinkholes; less than ten feet from water supply lines and buildings with basements and less than five feet from buildings without basements, other structures, drives and property lines; less than 15 feet from an embankment, drainage ditch or trash pits; not less than 50 feet from the normal water level of any impoundment, tributary, stream, or other body of water, including ponded areas of wetlands. If the water supply line crosses or comes within ten feet of the absorption field, the water supply line shall be installed at least 12 inches above the top of the aggregate layer of the absorption line, nonaggregate absorption line or other absorption line, and shall be encased in a single length of larger diameter water pipe. No absorption field shall be installed in areas where groundwater, soil characteristics or adverse geological formation may interfere with the absorption or effective treatment of sewage effluent.
- (d) *Minimum design and construction for absorption fields.* Absorption lines and absorption trenches shall be designed and installed in accordance with the minimum design and installation criteria established in the department's current Manual for On-Site Sewage Management Systems.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.07)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Subdivisions" was filed on December 1, 1969, as 270-5-25-.07; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.07. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Absorption Fields" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency.

Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### **Sec. 8-212. Privies.**

Privies shall be designed and constructed in accordance with minimum design and construction criteria established by the department's current Manual for On-Site Sewage Management Systems.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.08)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Pit Privy" was filed on December 1, 1969, as 270-5-25-.08; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.08. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Privies" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### **Sec. 8-213. Alternative on-site sewage management systems.**

- (a) *Definition.* The term "alternative on-site sewage management system" means any approved on-site sewage management system which differs in design or operation from the conventional or chamber septic tank or privy.
- (b) *Design and construction.* Alternative on-site sewage management systems shall be designed and constructed in accordance with the minimum design and construction criteria established by the department's current Manual for On-Site Sewage Management Systems. The department shall maintain a list of approved alternative on-site sewage management systems.
- (c) *Cluster systems.* A cluster system is an individual subsurface sewage disposal system, which in whole or component part serves more than one property, dwelling, commercial unit or other realty improvement. Cluster systems shall be governed by the following provisions:
  - (1) Cluster systems shall be licensed by the State Department of Natural Resources Environmental Protection Division (EPD) or the County Department of Environmental Health and shall satisfactorily comply with all terms of the license.
  - (2) The system shall be licensed and fully operational before final plat approval. No lot served by the system shall be sold nor shall any building permit be issued before the cluster system is approved for operation.
  - (3) The disposal field shall not be located on any 100-year floodplain or within 200 feet of any groundwater recharge area.
  - (4) Ownership, maintenance and operation of a cluster system.
    - a. Upon transfer of title by the developer, a homeowners' or property owners' association comprised of the owners of each lot serviced by the system, or a separate authority, shall own, maintain, operate, repair and replace, system components located outside of individual property lot lines. In the event the owners' association includes owners whose properties are not serviced by the system, those owners shall not be responsible for maintenance, operation, repairs and



replacement of the system. The owners' association shall not be dissolved and may not dispose of the system, by sale or otherwise, without the prior approval of the City. Any successor in title to the owners' association shall be responsible for all of the ownership, maintenance and operation obligations of the system in accordance with the terms of this section.

- b. The by-laws, membership assessments and dues, and methods of enforcement and collection of delinquent assessments and dues of the owners' association insofar as they pertain to maintenance, operation, repair and replacement of the cluster system shall be submitted to and approved by the City prior to or as a condition of final plat approval.
  - c. A separate capital account dedicated to replacement of the system based upon the useful life of its component parts and funded through association assessments shall be established and approved by the City prior to final plat approval. The owner of the system shall provide to the City a bond, escrow, letter of credit, or equivalent security, acceptable to the City is its sole discretion, valued at the cost of replacing the system.
  - d. Declaration of covenants, conditions, restrictions and by-laws shall be recorded with the Gwinnett County Clerk of Superior Court in the book for the recording of deeds, which recording shall be prior to final plat approval or the first conveyance of any realty improvements to be serviced by a cluster system.
  - e. The City shall not be responsible for any dry sewer lines installed as part of major subdivision approval and used for the transfer or pumping of sewage to any cluster system. During the period of such use, the legal entity responsible for maintenance, operation, repair and replacement of the system shall remain fully responsible for the system.
  - f. Prior to final plat approval, the owner of a cluster system shall place with the City an escrow, performance bond, or other security approved by the City for two years of operating costs. In the event the owner fails to operate the system within the terms of the EPD license, the City may, but shall not be required to assume control of the system and draw upon this security. The City may also, but shall not be required to assume all billing for sewer service and spend all money collected to manage, operate, maintain, or repair the system.
  - g. Prior to final plat approval, the owner of a cluster system shall submit to the City a manual explaining in detail the operation and maintenance of the system. Such a manual shall be kept at all times by the owner and shall be updated as necessary. Copies of any and all updates shall be provided to the City.
  - h. The owner of a cluster system approved by the City shall, as a continuing condition of approval, engage and maintain the services of a sewage treatment plant operator, licensed in the state, to provide the necessary expertise for the maintenance, operation, repair and replacement of the system. The City shall receive at least 60 days' notice of the cancellation, termination, expiration or non-renewal of the licensed operator's contract with the owner. These requirements may be waived by the City, upon a showing of good cause by the owner. The licensed operator shall be subject to the requirement of this chapter pertaining to maintenance, inspections, reporting and operation.
  - i. All costs of any testing or monitoring of a cluster system or its components shall be borne by the applicant or owners' association, as the case may be.
- (5) Access to cluster systems.
- a. As a condition to approval of a cluster system, the applicant shall provide to the City all necessary easements (by deed) granting the City and its authorized agent access to all properties upon which the system is located and/or which the system services for the purpose of monitoring and inspecting the system and, where necessary, disconnecting a component of the system in order

to protect the integrity of the system as a whole. This provision shall not be construed to be in derogation of any authority to enter premises the City and its authorized agent may otherwise have by reason of statute, rule or ordinance.

- b. As a condition to approval of a cluster system, the applicant shall provide to the owner of the system, and its successors, assigns and agents, all necessary easements (by deed) granting the owner access to all properties upon which the system is located and/or which the system services for the purpose of monitoring, inspecting, and pumping and cleaning the system in order to protect the integrity of the system as a whole.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.09; Ord. of 5-7-2020(1), §§ 1, 2)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Soil Data and Percolation Tests" was filed on December 1, 1969, as 270-5-25-.09; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.09. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Alternative and Experimental On-Site Sewage Management Systems and Site Modifications" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

## **Sec. 8-214. Experimental on-site sewage management systems.**

The term "experimental on-site sewage management system" means any on-site sewage management system proposed for testing and observation, and provisionally accepted for such purposes by the department's technical review committee. Any limitations to the use of experimental systems shall be decided by the department's technical review committee.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.10)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 431-2-4, 31-2-7. History. Original Rule entitled "Grease Traps" was filed on December 1, 1969, as 270-5-25-.10; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.10. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Percolation Tests and Test Borings" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

## **Sec. 8-215. Septage removal and disposal.**

- (a) *Permit required.* No person shall engage in the removal or disposal of the contents of septic tanks, pit privies, or other on-site sewage management or experimental systems without having first applied for and obtained from either the department or a county board of health a septage removal permit, renewed annually, for such activities. The application for such septage removal permit shall be submitted in writing on forms provided by the department or the county board of health at least ten days prior to engaging in such activities. the application shall include, but not be limited to, the business name and address, name and address of the applicant, the manner by which such contents are to be removed, transported and given final disposal, and such other documentation as may be required by the county board of health, including evidence that septage removed and transported will be accepted at approved disposal sites.

- (b) *Suspension and revocation.* The permit shall be subject to suspension and revocation for failure to comply with the requirements of these regulations or the department's current Manual for On-Site Sewage Management Systems.
- (c) *Pumping and disposal methods.* Approved methods of pumping and disposal of septage from on-site sewage management systems shall be discharged to a public or community sewage treatment system for treatment in treatment plant, treatment at separate septage handling facilities, or direct land application. Pumping and disposal shall be in accordance with the requirements of the department's current Manual for On-Site Sewage Management Systems.
- (d) *Vehicle identification.* The name and address of the person or firm engaging in the removal of septage from on-site sewage management systems and the permit number shall be lettered on both sides of each vehicle used for septage removal purposes. Letters and numerals shall not be less than two inches in height and shall be readily visible.
- (e) *Vehicle maintenance.* Every vehicle used for removal of septage from on-site sewage management systems shall be equipped with a watertight tank or body and properly maintained. Liquid wastes shall not be transported in open bodied vehicles. All pumps, hose lines, valves and fittings shall be maintained to prevent leakage.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.11)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Enforcement" was filed on December 1, 1969, as 270-5-25-.11; effective December 20, 1969. Amended: Rule renumbered as 290-5-26-.11. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Septage Removal and Disposal" adopted. Filed March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

## **Sec. 8-216. Grease traps.**

- (a) *Grease traps required.* Grease traps shall be required for commercial or industrial establishments with on-site sewage management systems where it is determined by the county board of health that the amount of grease introduced into the system is in excess of 50 mg/l.
- (b) *Grease trap design.* Plans and specifications for grease traps shall be submitted to the county board of health for approval. The county board of health shall review the grease trap design in accordance with minimum design and construction criteria established by the department's current Manual for On-Site Sewage Management Systems. Effluent from grease traps shall be disposed of in a septic tank and not directly discharged to the absorption field. Grease traps shall be located, installed and constructed so that the temperature of the sewage will be reduced to permit congealing or separation of grease and easy access for cleaning is provided.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.12)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Grease Traps" was filed on March 28, 1984, effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### Sec. 8-217. Sewage flow.

The design sewage flow of an on-site sewage management system shall be determined from the department's current Manual for On-Site Sewage Management Systems. The daily sewage flow may be determined by the department after due consideration of data submitted by the owner or his agent on design criteria. Calculations will be made on the basis of peak flow and not on long term averages.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.13)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Sewage Flow" was filed on March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### Sec. 8-218. Subdivision and mobile home parks.

- (a) *Pre-development review.* It is recommended that developers considering subdivision or mobile home park development, where public or community sewage treatment systems will not be available, seek a pre-development review by the county board of health prior to developmental improvements. A pre-development report which indicates disapproval or tentative approval may be obtained by submitting a boundary plat including:
  - (1) A vicinity map;
  - (2) A topographic map;
  - (3) A preliminary soil study conducted in compliance with the department's current Manual for On-Site Sewage Management Systems.
- (b) *Proposals and plans required.* The following information is required for subdivision and mobile home park proposals:
  - (1) A boundary plat drawn to a reasonable scale which includes:
    - a. A vicinity map;
    - b. Proposed lots and streets including lot identification, dimensions, building lines and square footage of lots;
    - c. A topographic map depicted in two foot contour intervals. Lesser contour intervals may be approved by the county board of health if the slope is sufficiently steep;
    - d. A soil map and soil descriptions based on a high intensity soil study conducted in compliance with the department's current Manual for On-Site Sewage Management Systems;
    - e. The location of all present and proposed wells, water systems, watercourses, floodplains, sewage systems, structures, rights-of-way, utilities, stormwater drainage systems and easements on the property and within 100 feet outside the perimeter of the property; and
    - f. The name, registration number and seal of the professional surveyor or engineer that prepared the development plan.
  - (2) A completed subdivision analysis record on forms provided by the department.

- (3) A copy of the following documents issued by the environmental protection division of the department of natural resources:
- a. The land disturbance activity permit issued by either the environmental protection division or the local issuing authority. For the purposes of this section, the term "issuing authority" means the governing authority of any county or municipality, which is certified pursuant to O.C.G.A. § 12-7-8(a) by the director of the environmental protection division;
  - b. A letter of approval to begin construction of a public water supply system and approving the source of the water supply where a public water supply system is to be utilized; and
  - c. For a development, which will result in the disturbance of more than five acres, a copy of the notice of intent (NOI) submitted to the environmental protection division to be covered under NPDES Permit GAR100000 for the discharge of stormwater associated with construction activity.
- (c) *Approval required.* No person may sell, offer for sale, lease, rent, begin construction or otherwise begin the physical development of a lot or lots in a subdivision or mobile home park until written approval of plans for water supply and sewage disposal has been obtained from the county board of health. This approval constitutes general acceptance of all lots, except those lots excluded, for development with on-site sewage management systems. (Excluded lots may receive further consideration based on additional information.)
- (d) *Limits on use of on-site sewage management systems for subdivision and mobile home parks.* Approval of subdivisions and mobile home parks utilizing on-site sewage management systems shall not be granted:
- (1) When a public or community sewage system is available within 500 feet off the subdivision or mobile home park;
  - (2) When soil maps, descriptions, and reports compiled by a registered soil classifier indicate that soil conditions prohibit safe development of on-site sewage management systems.
  - (3) Prior to receipt of a letter from the environmental protection division approving the plans to construct the public water supply system and approving the source of the water supply where a public water supply system is to be utilized.
- (e) *Construction permits.* Construction permits for on-site sewage management systems shall be issued in accordance with section 8-207(b).

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.14)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Subdivision and Mobile Home Parks" was filed on March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### **Sec. 8-219. Subdivision, mobile home park water and sewage.**

- (a) *Subdivision and mobile home park water supply.* Connection to a public water supply system shall be required if available within 1,000 feet of the proposed subdivision or mobile home park.
- (b) *Subdivision and mobile home park percolation tests.* Where required for planning purposes and determination of the general absorptive capacity of soils, the number of percolation tests to be made shall be one per lot, in the area where absorption fields are to be located. Before construction of on-site sewage management systems, individual lots within the proposed development shall comply with section 8-218.

- (c) *Subdivision and mobile home park test bores.* Where required for planning purposes, test bores to determine groundwater elevations and subsurface rock formations shall be made at locations, in numbers and at depths to be determined by the department or county board of health.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.15)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Subdivision, Mobile Home Park Water and Sewage" was filed on March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### **Sec. 8-220. Technical review committee.**

- (a) *Technical review committee.* The department shall appoint and maintain a technical review committee consisting of a maximum of 15 individuals with technical or scientific knowledge relating to on-site sewage management systems. The duties of the committee will be to approve new systems, periodically review systems performance, assist the department with the development of standards and guidelines for new technology, assist with the periodic updating of the Manual for On-Site Sewage Management Systems, revisions to standards and serve as the authority for product approval, evaluation, and the development of installation standards. The committee shall also maintain a list of approved systems.
- (b) *Membership.* The committee shall include at least one individual from the following disciplines:
- (1) An environmental health section staff person who shall serve as the secretary;
  - (2) Local county environmentalist;
  - (3) Health district environmentalist;
  - (4) Engineering;
  - (5) Manufacturing;
  - (6) Home builders association;
  - (7) Soil classifier;
  - (8) University/academia;
  - (9) District health director;
  - (10) Environmental protection division;
  - (11) Well driller;
  - (12) Georgia On-Site Wastewater Association;
  - (13) Land developer;
  - (14) Septic tank contractor.
- (c) *Meetings.* The committee shall meet as deemed appropriate by the department.
- (d) *Fee.* The department shall adopt a fee schedule for the technical review of new products and technology.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.16)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. Original Rule entitled "Enforcement" was filed on March 28, 1984; effective April 27, 1984, as specified by the Agency. Amended: ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, same title adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

**Sec. 8-221. Certification and decertification of septic tank contractors, inspection personnel, pumpers, soil classifiers and maintenance personnel.**

- (a) *Certification required.* Individuals performing services related to site approval, the design, location, installation, inspection and maintenance of an on-site sewage management system, must be certified by the department.
  - (1) Guidelines defining certification qualifications for septic tank contractors, inspection personnel, pumpers, soil classifiers and maintenance personnel shall be established by the department and shall be published in the Manual for On-Site Sewage Management Systems. The guidelines shall be based on education, experience, testing and performance.
  - (2) The department shall write a protocol for decertification of persons certified under the provisions of this section.
  - (3) Certification shall be required every two years and shall be based on meeting continuing education requirements.
- (b) *Fee.* The department shall adopt a fee schedule for the certification and recertification of the persons listed in this section.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.17)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, entitled "Certification and Decertification of Septic Tank Contractors, Inspection Personnel, Pumpers, Soil Classifiers and Maintenance Personnel" adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

**Sec. 8-222. Maintenance and operation.**

- (a) *Prohibited discharge.* No person shall allow the unapproved discharge or spillage of sewage, nor shall an on-site sewage management system be used or maintained in such a manner that will allow the seepage or discharge of effluent from such system to the ground surface, to a watercourse, drainage ditch, open trench, canal, storm drain or storm sewer, water well, abandoned well, lake, stream, river, estuary, groundwater, or other body of water.
- (b) *Maintenance.* The property owner shall be responsible for properly operating and maintaining the on-site sewage management system to increase the life expectancy and prevent failure. Maintenance of the system shall be in accordance with the criteria established in the department's current Manual for On-Site Sewage Management Systems. Where an on-site sewage management system is proposed to serve facilities under separate ownership, a contract to ensure proper operation and maintenance of the system signed by all owners shall exist as a precondition to the issuance of a permit for the construction of an on-site sewage management system.

- (c) *Additives.* No strong bases, acids or organic solvents shall be used in the operation of an on-site sewage management system.
- (d) *Existing system evaluations.* If a performance evaluation of an existing system is conducted, the evaluation shall be performed in accordance with the procedure established in the department's current Manual for On-Site Sewage Management Systems.
- (e) *Variances.* The county board of health may grant variances in the cases of hardship where existing systems are malfunctioning.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.18)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule covering the same subject matter superseding this ER. Amended: ER. repealed and permanent Rule, entitled "Maintenance and Operation" adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### **Sec. 8-223. Enforcement.**

The administration and enforcement of this article shall be in accordance with O.C.G.A. Chapter 31-5.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.19)

Note(s)—Authority O.C.G.A. Secs. 12-8-1, 31-2-2, 31-2-4, 31-2-7. History. ER. has been adopted. F. Jan. 2, 1998; eff. Jan. 15, 1998, as specified by the Agency, to be in effect for 120 days or until the effective date of a permanent Rule ER covering the same subject matter superseding this. Amended: ER. repealed and permanent Rule, entitled "Enforcement" adopted. F. Jan. 23, 1998; eff. Feb. 20, 1998, as specified by the Agency.

### **Sec. 8-224. Standards for nonconventional on-site sewage management systems.**

- (a) *Equivalency standards.* The department shall review absorption field products that differ in design from the conventional on-site sewage management system. The following standards will be used to determine equivalency to the conventional on-site sewage management system:
  - (1) The design infiltrative surface is the wetted trench bottom area.
  - (2) Due to the combined effects of compaction, contact area and fines associated with gravel aggregate, the effective infiltrative surface area is reduced by an estimated 50 percent.
  - (3) The minimum amount of effective trench bottom infiltrative surface area per linear foot shall be equivalent to the conventional 36-inch wide gravel system.
  - (4) Sidewall area shall not be considered for design reduction. The minimum amount of effective sidewall infiltrative surface area per linear foot shall be equivalent to the conventional 36-inch wide gravel system.
  - (5) The minimum storage volume required for a system shall be equivalent to the conventional 36-inch wide gravel system.
  - (6) The design absorption area required is based on the most hydraulically limiting soil horizon that comes into contact with the infiltrative surface of the sidewall, trench bottom and for a distance one foot below the absorption trench bottom.

Infiltration area for conventional 36-inch wide gravel trench absorption



Sidewall Infiltration Area:	2 sq. ft./ft x 0.50	= 1 sq. ft./linear foot
Trench Bottom Infiltration Area:	3 sq. ft./ft. x 0.50	= 1.5 sq. ft./linear foot
Storage Volume:	3 cubic feet/linear foot x 7.48 gallons/cubic foot x .35 = 7.85 gallons/linear foot	

- (b) *Prior approval.* Lots approved for development based on a reduction in absorption trench length up to 50 percent shall continue to be approved and permitted for up to a 50 percent reduction in absorption trench length provided the lot is part of a recorded plat or part of a preliminary development plan submitted to the county board of health within one year of rule adoption. Preliminary plans must include, as a minimum, proposed lots and streets with lot identifications, lot dimensions and square footage; a topographic map with watercourses and floodplain identified; a level three soil report; the location of the water supply system, rights-of-way, easements and utilities; and the name, registration number and seal of the professional surveyor or engineer.

(Ord. of 4-7-2011(02), title 8.5, Rule 290-5-26-.20)

Note(s)—Authority O.C.G.A. Sec. 31-2-7. Adopted Jan. 21, 2004; eff. March 1, 2004. Amended: Rule repealed and adopted April 27, 2005, effective June 27, 2005.

**Sec. 12-509. Authority.**

The legal authority for this article is O.C.G.A. §§ 16-5-71, 16-5-71.1, 16-12-5, 31-3-4, 31-5-1 et seq. and 31-40-1 et seq.

(Ord. of 10-5-2023(1), § 1(Exh. A))

**Sec. 12-510. Purpose.**

- (a) The purpose of this article is to establish reasonable standards for individuals performing body art procedures and for the facilities in which those procedures are provided. If followed, such standards should ensure the health and safety of all individuals performing and receiving these services. They also provide for the permitting and regular inspection of studios wherein body art activities are to be performed and contain enforcement provisions including revocation of the certification of any person or permit of any studio deemed in violation of this article.

(Ord. of 10-5-2023(1), § 1(Exh. A))

- (b) **The regulations of the county board of health, adopted by resolution February 12, 2024, based upon rules of the state's department of public health, as referenced in chapter 511-3-8, as now or hereafter amended, and having been adopted by resolution of the board of commissioners on May 14, 2024, as the health regulations governing body art studios for the county are made a part of this Code as though fully set out at length in this section. Copies of the body art regulations are on file in the office of the clerk of the board of commissioners.**

**(Ord. No. HSO2024-001(GCID 2024-0408), Exh. A, 5-14-2024)**

**Sec. 12-511. Applicability.**

- (a) These regulations do not apply to a physician or osteopath licensed under O.C.G.A. ch. 34 of tit. 43, or to a technician acting under the direct supervision of such licensed physician or osteopath.
- (b) Individuals who pierce only the lobe of the ear (and not the ear cartilage, nose or eyebrows, etc.) with a pre-sterilized single-use stud and clasp ear piercing system are exempt from these regulations, provided that such ear piercing systems conform to the manufacturer's directions on use and applicable FDA requirements.
- (c) The department and the applicable health authority retain the authority to investigate consumer complaints and outbreaks relating to the alleged misuse or improper disinfection of ear piercing systems.
- (d) These rules shall take effect six months after official posting by the Secretary of State.

(Ord. of 10-5-2023(1), § 1(Exh. A))

State law reference(s)—O.C.G.A. §§ 31-40-1; 31-40-6.



# MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Brittni Nix, City Administrator  
DATE: May 30, 2025  
SUBJECT: Amendments to Solid Waste Ordinance

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The proposed Ordinance would amend procedures for the placement of garbage receptacles outlined in Section 22-5 of the Solid Waste Ordinance. The proposed language permits residents to place receptacles curbside “no earlier than the day before scheduled collection day and removed no later than two days after scheduled collection day.”



**AN ORDINANCE TO AMEND THE CITY OF DACULA  
CITY CODE OF ORDINANCES REGARDING SOLID WASTE SERVICE  
Section 22-5**

WHEREAS, the City has adopted a Code of Ordinances, which includes provisions for solid waste services for the benefit of the citizens and the environment; and

WHEREAS, the existing Ordinance should be amended to provide greater efficiency and safety in the process of collection and disposal of solid waste;

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to amend the City Code as outlined in this Ordinance;

NOW THEREFORE, the Mayor and City Council of the City of Dacula hereby ordains that the existing Section 22-5, Items for collection; preparation and placement, is deleted, and the following new Section 22-5 is substituted in its place:

**SECTION 1**

Sec. 22-5. - Items for collection; preparation and placement.

- (a) A maximum of two City approved garbage receptacles shall be placed at curbside, but not so as to block or impair vehicular access in the street or block the sidewalk. Receptacles should be placed at the curb no earlier than the day before scheduled collection day and removed no later than two days after scheduled collection day.
- (b) Leaves shall be placed at the street curb for removal by the maintenance department. Leaf pickup shall be scheduled at City Hall.
- (c) Fallen limbs, trees, cut limbs, cut trees, brush, and trash of this category shall be cut by the property owner into lengths of not more than four feet in length with a six-inch diameter. Cuttings shall be placed as near as possible to the street or sidewalk right-of-way adjacent to the property but not so as to block or impair vehicular access the street or block the sidewalk. At no time shall trash be placed in gutters, drains, walkways, alleys, sidewalks, or streets of the City. Chipping service shall be scheduled at City Hall.
- (d) An owner or occupant wishing to dispose of large bulky items, such as appliances or furniture, shall notify City Hall and arrange a collection day. Fees for such special pickup shall be fixed from time to time by the mayor and City council.

**SECTION 2**

The City Administrator and Assistant City Administrator are further authorized to correct typographical errors in the text of the existing Code of Ordinances and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

SECTION 3

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 4

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

This Ordinance and the amendment outlined herein shall be effective immediately upon adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this \_\_\_\_ day of June, 2025.

AYES: \_\_\_\_

NAYES: \_\_\_\_

ATTEST:

\_\_\_\_\_  
HUGH D. KING, III  
MAYOR, CITY OF DACULA

\_\_\_\_\_  
BRITTNI NIX  
CITY ADMINISTRATOR



## MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Brittni Nix, City Administrator  
DATE: May 30, 2025  
SUBJECT: Proposal for geotechnical services

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Geotechnical third-party services for construction materials testing, special inspections, and NPDES compliance services are required for the City Core Project to ensure proper construction and erosion control compliance for the duration of the project. GeoHydro Engineers have provided a proposal for the stated services and estimates the cost in the amount of \$194,445. Approving said proposal is required to maintain our current construction schedule.

Staff recommends approving the provided proposal and authorizing the City Administrator to execute all required documents.

Brittini Nix  
City of Dacula  
442 Harbins Road  
PO Box 400  
Dacula, Georgia 30019

May 28, 2025

**Proposal to Provide  
Construction Materials Testing, Special Inspections,  
and NPDES Compliance Services  
Dacula City Core  
Dacula, Georgia  
Geo-Hydro Proposal Number 241895.P1**

Geo-Hydro Engineers, Inc. (Geo-Hydro) appreciates the opportunity to provide you with this proposal to perform construction materials testing, Special Inspections, and NPDES compliance services for the above-mentioned project. Project information was provided in a March 25, 2025, email conversation between Kevin Whigham (Bowman) and Marty Peninger (Geo-Hydro). Included in the email transmittal were the following project documents.

- Architectural Plans prepared by Lindsay Pope Brayfield and Associates, Inc. dated 3-19-25
- Structural Plans prepared by Lindsay Pope Brayfield and Associates, Inc. dated 3-19-25
- Civil Plans prepared by Bowman, dated March 25, 2025

We understand that a new City Core site is to be constructed to include a new City Hall building, a parking deck, an outdoor amphitheater, and various city buildings, located at 431 Harbins Road, Dacula, Georgia, will be supported on shallow foundations and a soil-supported concrete slab-on-grade. The new buildings will consist of structural steel framing and metal roof decking. The parking deck will be supported on rammed aggregate piers and cast-in-place foundations. The parking deck structure will be pre-cast concrete. Cast-in-place retaining walls and modular earth retaining walls will be constructed at various areas of the site. Anticipated cuts and fills as much as 30 feet will be required to achieve design elevations. The disturbed site area is approximately 16 acres. Once the project general contractor has been selected and a construction schedule is finalized, we can review and amend our proposed Scope of Work and adjust the cost estimate, if needed. We have based this proposal on our review of the provided project documents, discussions with you, and on our experience with similar projects.



## THE GEO-HYDRO ADVANTAGE

While evaluating our firm for this project, there are several factors bearing on the selection of a materials testing firm which we would appreciate you considering:

- **We have offices throughout North Georgia.** With our offices located in Athens, Lawrenceville, and Kennesaw, Georgia, we will be able to serve the project efficiently and economically. With our staff of 105 and a local staff of 20, including 4 registered professionals, 6 staff level professionals, and 10 engineering technicians, we can respond to project needs quickly.
- **Project Knowledge.** We performed the Subsurface Exploration and Geotechnical Engineering Evaluation. Though working with Brittni Nix and Kevin Wingham, we developed an exploration and evaluation tailored to the specific needs of this project. We have firsthand knowledge of the subsurface conditions relating to the soil conditions, presence of rock and utilities.
- **Project Proximity to Geo-Hydro Lawrenceville Location (4.6 miles)**



- **Master of Special Inspections.** Master of Special Inspections are individuals that have obtained certification as a minimum in the following areas:
  - **Structural Welding**
  - **Structural Steel and Bolting**
  - **Structural Masonry**
  - **Reinforced Concrete**



There are only **36 Masters of Special Inspections** in the entire state of Georgia. **Geo-Hydro has 8 of them.** No other firm is more committed to providing qualified personnel than Geo-Hydro. All our engineering technicians have at least one ACI certification or ICC certification, several NICET certifications, and several years of experience. We also have a CWI inspector in our Athens Office.



- **Competitive Pricing.** Geo-Hydro's efficiency and professionalism translates into fees that are among the lowest in the industry.
- **Safety. 100 percent** of our Special Inspections/Construction Materials Testing staff have received OSHA-10 or OSHA-40 training. We constantly review our field and laboratory procedures as part of our commitment to improve safety.
- **We are stable.** Geo-Hydro has been in business since 1980. In our 41 years, we have completed thousands of projects. While the trend may be to change names and image, we have worked hard to build and maintain our reputation. We have operated under the same name since our inception in 1980. We are proud of our name and reputation.
- **Thorough, detailed online reporting.** Geo-Hydro has established a very streamlined project management system, and every project has a clearly defined project manager. Our process of data review and transmittal of reports receives the highest priority and deficient test results are quickly brought to your attention. We have a detailed and online data reporting system that allows us to provide reports almost immediately.
- **Certified Quality.** Geo-Hydro meets ASTM E 329, Agencies Engaged in Construction Inspection and/or Testing. We have also been successfully inspected by CCRL (concrete), and AASHTO (soils & asphalt). Additionally, we are on the list of accredited firms published by AASHTO, the Georgia Concrete Advisory Board, and the Georgia DOT. Geo-Hydro is large enough to adequately staff any project and yet small enough for you to receive the personal attention that a project of this type deserves. The following information was taken from the AASHTO Accreditation Directory (<http://www.aashtoresource.org/>).

## SCOPE OF WORK

### CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

#### Field Density Testing

Our representative will be on site to obtain bulk samples of proposed fill and utility backfill soils and perform project-specified laboratory soil classification testing and to determine the standard Proctor maximum dry density. We will perform field density testing of fill and utility backfill soils at the project-specified frequency. We will also observe that the site subgrade has been prepared in general accordance with the approved soils report, if applicable.

#### Rammed Aggregate Pier Foundation Installation Observation

The foundation system will consist of shallow foundations, with many of the shallow foundations bearing on rammed aggregate piers. We will observe the installation of the aggregate piers, and we will document the information related to the installed length, the number of lifts, the volume of stone and other information as required by the project specifications.

### Foundation Bearing Surface Evaluations

Our representative will be on site to perform hand auger borings with dynamic cone penetrometer (DCP) testing at select locations within open shallow foundation excavations in general conformance with the guidelines established in ASTM STP-399 in order to evaluate the near-surface soil conditions and evaluate the bearing surface for an allowable bearing pressure and consistency with the soils report, if available. If the required bearing capacity is not available based on our evaluations, remedial recommendations for removal and replacement of the unsuitable foundation bearing soils will be provided or will be provided in a timely manner.

### Concrete Testing

Our representative will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will mold test cylinders at the project-specified frequency for subsequent compressive strength testing. We will transport the test cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the specified test interval. Please note that continuous observation of concrete placement is required to be in compliance with the IBC Chapter 17 Special Inspections requirements.

### Observation of Reinforcing Steel

Our representative will be present to observe that the placement of the concrete reinforcing steel is in compliance with the project documents for quantity, size, and location. Typically, our site representative will compare the as-built condition of the reinforcing steel to the approved structural and shop drawings. If any discrepancies are observed, they will be brought to the attention of the field personnel so that appropriate corrections can be implemented.

### Masonry Testing Services

We will sample and test the masonry in accordance with the project specifications and applicable ASTM standards. The mortar and grout specimens will be transported to our laboratory for subsequent compressive strength testing. We will also observe the installation of reinforcing steel during masonry construction and perform observation of structural masonry grouting as required by the IBC.

### Sprayed Fire-Resistant Materials (SFRM) Testing

Prior to the installation of fireproofing, Geo-Hydro will check that the surfaces have been prepared in conformance with the manufacturer's requirements, including its temperature and cleanliness. We will check the thickness and adhesion/cohesion and obtain samples for density testing of the sprayed fireproofing material at the project-specified frequencies and as outlined in AWCI Technical Manual 12-A and ASTM E 605 and E 736.

### Firestop and Fire-Resistive Joint Penetrations Special Inspections

We plan to check materials and sealants for conformance with ASTM standards specified in the approved construction documents and manufacturer's certificates of compliance. We will also observe the completed penetrations through fire-resistant floor and wall assemblies and check that the joints at linear intersections between or within fire-resistive floor and wall assemblies have been sealed with project approved insulation and sealant.

### Structural Steel Special Inspections

We plan to check the material identifications and submittals of manufacturer's certificates of compliance for high-strength bolt assemblies and cold-formed steel deck. We will also check the welded and bolted connections for conformance with the project plans, the project manual, and applicable codes. The steel frame, including the bracing and stiffening member configurations, member location, and joint details will be checked for compliance with the project documents.

Typically, Structural Steel Fabrication Shop Special Inspections are required unless the contractor selects an appropriately certified facility that may be exempted (by the Structural Engineer of Record) from the shop Special Inspections. We assume that the contractor will select an AISC certified fabrication shop which should exempt the fabrication from such inspections, if approved by the Engineer of Record. Thus, we have excluded fabrication shop Special Inspections and checking of bolting and welding at the fabrication shop from our Scope of Work.

### Exterior Insulation and Finish Systems (EIFS) Special Inspections

We plan to check the submittals of manufacturer's certificates of compliance and observe the installation of EIFS components for conformance with project specifications and manufacturer's recommendations. We will also observe the joint preparation and repair for EIFS panel joints and window and door seals for conformance with the project specifications and manufacturer's recommendations.

### Special Inspections for Seismic Resistance for Mechanical and Electrical Components

We plan to check the seismic anchorage of electrical equipment for emergency or standby power systems, vibration isolation systems, and other electrical and mechanical components.

### Pavement Testing

We plan to observe the proofrolling of the soil subgrade prior to and after the placement of graded aggregate base course materials. We will obtain a bulk sample of the base course material and perform laboratory modified Proctor (ASTM D 1557) testing on the collected sample to allow calculation of field compaction percentages. We plan to check the in-place dry density and thickness of the compacted base course complies with the project documents. For asphaltic (flexible) concrete pavements, we plan to check the in-place thicknesses and densities of completed asphalt pavements by obtaining asphalt cores and performing field and laboratory testing. For concrete (rigid) pavements, we plan to check the reinforcing steel placement (for reinforced concrete pavements), use of the required design mix, sample fresh concrete (and perform field quality tests) and prepare laboratory-cured concrete specimens at the project-specified frequencies, and cure and perform compressive strength testing of concrete cylinders and report the results.

### Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

## **NPDES COMPLIANCE SCOPE OF SERVICES**

The purpose of the services proposed herein will be to help achieve compliance with portions of the Georgia Environmental Protection Division's National Pollutant Discharge Elimination Systems (NPDES) General Permit Number GAR100001 (NPDES Permit). The proposed NPDES compliance services include the following:

- Task 1: Weekly and Rainfall BMP Inspections & Reporting
- Task 2: Analysis of Storm Water Turbidity Samples

### **Task 1: Weekly and Rainfall BMP Inspections & Reporting**

Qualified personnel provided by Geo-Hydro will inspect BMPs once every seven days or after each 0.5-inch 24 hour rainfall event, whichever occurs first. The inspector will observe the erosion and sediment control measures in an effort to evaluate if they have been correctly installed and maintained as designed. Qualified personnel will also observe areas of the site that have undergone final stabilization once per month. The inspections will be performed until a Notice of Termination (NOT) is filed with Georgia EPD by the primary permittee. Storm water discharge points will also be observed to see whether erosion control measures are effective in preventing significant impacts to receiving waters.

A BMP inspection worksheet report summarizing the scope of the inspection will be prepared and submitted to the primary permittees following each BMP inspection. The report will identify areas of non-compliance and provide recommended actions for resolution.

Please note that there is some uncertainty in determining what a State or municipal regulatory inspection team will define as a deficiency. Existing field conditions thought to be in compliance may be interpreted by the regulators as a deficiency. The permittee's defense against any regulatory action is to prove that BMPs have been properly designed, installed, and maintained.

### **Task 2: Storm Water Collection and Turbidity Analysis**

Under the GAR100001 permit, storm water discharges are required to be sampled once after clearing and grubbing are completed and once after 90 days have passed since the clearing and grubbing phase or when mass grading is complete. In addition, if BMPs are found not to be properly designed, installed, or maintained after 90 days have passed since the clearing and grubbing phase or when mass grading is complete, then turbidity samples are to be taken for every 0.5-inch 24 hour rainfall event until those BMPs are found to be properly designed, installed, and maintained. Storm water samples will be collected and analyzed by Geo-Hydro for turbidity in accordance with the GAR100001 permit. The turbidity results can be submitted via EPD's GEOS system if we are properly authorized.

Proposal Assumptions: It is assumed that the primary permittees (owner and general contractor) will provide the following:

- Electronic copy of the site ES&PC Plan.
- Preparation and submittal of the Notice of Intent (NOI) and Notice of Termination (NOT).
- Site superintendent will conduct daily inspections and record rain gauge log.
- Site superintendent will file BMP compliance documents on-site.

### Exclusions

Without attempting to provide a complete list of services that are excluded from our proposal, the following are specifically excluded and will not be performed by Geo-Hydro, unless agreed to in writing by both parties.

- Chapter 17 Special Inspections not specifically listed above.
- Construction materials testing services not specifically listed above.
- Fabrication Shop Special Inspections.

### Limitations of Services

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

### FEE

Please find attached a Cost Estimate based on estimated quantities and our experience with similar projects. There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for our services on a unit-rate basis in accordance with the attached Schedule of Fees.

We are pleased to submit this proposal and look forward to the opportunity of working on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please call us.

Respectfully,

Geo-Hydro Engineers, Inc.

  
J. Andrew Smith, EIT  
Sr. Project Manager  
[asmith@geohydro.com](mailto:asmith@geohydro.com)

  
William K. Donaldson, P.G.  
Lawrenceville Branch Manager  
[wdonaldson@geohydro.com](mailto:wdonaldson@geohydro.com)

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Proposal to Provide  
 Construction Materials Testing, Special Inspection, and  
 NPDES Compliance Services  
 Dacula City Core  
 Dacula, Georgia  
 Geo-Hydro Proposal Number 241895.P1, revised

### COST ESTIMATE

#### SUBGRADE EVALUATIONS, SOIL DENSITY TESTING, AND ROCK QUANTIFICATIONS

Subgrade Evaluations and Rock Quantification (Based on 10 trips at 6 hours each)					
60 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$6,900.00
Compaction Testing of Mass Fill (Based on 2 months full time earthwork)					
384 hours	Senior Engineering Technician	at	\$85.00	per hour	\$32,640.00
Compaction Testing of Utility Trench Backfill (Based on 25 trips at 6 hours each)					
150 hours	Senior Engineering Technician	at	\$85.00	per hour	\$12,750.00
Laboratory Testing					
4 tests	Standard Proctor (ASTM D 698)	at	\$220.00	each	\$880.00
Project Management					
40 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$8,000.00
Mileage					
48 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$61,170.00</b>

#### AGGREGATE PIER INSTALLATION OBSERVATIONS

Aggregate Pier Installation (Based on 10 trips @ 8 hours each)					
80 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$9,200.00
Project Management					
8 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$1,000.00
Travel					
10 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$10,200.00</b>

#### SHALLOW FOUNDATION EVALUATION

Building and Walls Shallow Foundation Evaluations (Based on 25 trips @ 4 hours each)					
100 hours	Senior Engineering Technician	at	\$85.00	per hour	\$8,500.00
Project Management					
10 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$2,000.00
Travel					
25 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$10,500.00</b>

#### CAST-IN-PLACE CONCRETE TESTING AND REINFORCING STEEL OBSERVATION

Concrete Pours (Based on 55 pours @ average of 6 hours each)					
330 hours	Senior Engineering Technician	at	\$85.00	per hour	\$28,050.00
Sample Pickups (When not combined with other services, 25 trips @ 1 hour each)					
25 hours	Senior Engineering Technician	at	\$85.00	per hour	\$2,125.00
Laboratory Testing					
270 specimens	Cylinders, Compressive Strength	at	\$30.00	each	\$8,100.00
Project Management					
33 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$6,600.00
Mileage					
80 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$44,875.00</b>

Proposal to Provide  
 Construction Materials Testing, Special Inspection, and  
 NPDES Compliance Services  
 Dacula City Core  
 Dacula, Georgia  
 Geo-Hydro Proposal Number 241895.P1, revised

### STRUCTURAL STEEL INSPECTION

Inspection of Bolted and Welded Connections and Decking Connections (Based on 15 visits at 4 hours per visit)

60 hours	Weld/Bolting Inspection Technician	at	\$190.00	per hour	\$11,400.00
2 days	Ultrasonic Flaw Detector	at	\$180.00	per day	\$360.00
Project Management					
6 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$1,200.00
Travel					
15 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$12,960.00</b>

### STRUCTURAL MASONRY OBSERVATIONS

Masonry Testing and Observations (Based on 30 trips @ 4 hours each)

120 hours	Senior Engineering Technician	at	\$85.00	per hour	\$10,200.00
Sample Pickups (When not combined with other services, 10 trips @ 2 hours each)					
20 hours	Senior Engineering Technician	at	\$85.00	per hour	\$1,700.00
Laboratory Testing					
60 specimens	Masonry Grout, Compressive Strength	at	\$35.00	each	\$2,100.00
Project Management					
12 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$2,400.00
Mileage					
40 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$16,400.00</b>

### SPRAY APPLIED FIREPROOFING TESTING AND PENETRATION INSPECTIONS

SFRM and Penetration Testing (Based on 10 trips @ 4 hours each)

40 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$4,600.00
Project Management					
4 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$800.00
Travel					
10 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$5,400.00</b>

### MECHANICAL AND ELECTRICAL COMPONENT INSPECTIONS

Attachment Inspections (Based on 4 trips @ 4 hours each)

16 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$1,840.00
Project Management					
2 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$400.00
Travel					
4 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$2,240.00</b>



Proposal to Provide  
 Construction Materials Testing, Special Inspection, and  
 NPDES Compliance Services  
 Dacula City Core  
 Dacula, Georgia  
 Geo-Hydro Proposal Number 241895.P1, revised

### EIFS, FLASHING, AND CLADDING INSPECTIONS

Inspection of EIFS, flashing, and exterior cladding (Based on 10 visits at 4 hours per visit)

40 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$4,600.00
Project Management					
4 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$800.00
Travel					
10 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$5,400.00</b>

### ASPHALT PAVEMENT TESTING

Subgrade Evaluations and GAB Testing (Based on 4 trips at 4 hours per trip)

16 hours	Senior Engineering Technician	at	\$85.00	per hour	\$1,360.00
Asphalt Testing (Based on 4 trips @ 8 hours each)					
32 hours	Senior Engineering Technician	at	\$85.00	per hour	\$2,720.00
Laboratory Testing					
1 tests	Modified Proctor (ASTM D 1557)	at	\$300.00	each	\$300.00
Project Management					
4 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$800.00
Mileage					
8 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$5,180.00</b>

**TOTAL SPECIAL INSPECTIONS COST ESTIMATE \$174,325.00**

### NPDES BEST MANAGEMENT PRACTICES (BMP) INSPECTIONS

*Assumes 24 months of inspections (Average of 4 trips per month)*

Weekly/Rainfall BMP Inspections & Reporting

192 hours	NPDES Inspection	at	\$85.00	per hour	\$16,320.00
Project Management					
19 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$3,800.00
Travel					
96 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
<b>Subtotal</b>					<b>\$20,120.00</b>

**TOTAL ESTIMATED COST, INCLUDING NPDES \$194,445.00**



# Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

Item 5.

Dacula City Core

Dacula, Georgia

Geo-Hydro Proposal Number 241895.P1

## FIELD TESTING SERVICES

### Soil, Concrete, and Miscellaneous Testing

Senior Engineering Technician, per hour .....	\$ 85.00
Senior Special Inspections Engineering Technician, per hour .....	\$ 95.00

NOTE: 3 hour minimum for technician services

### Steel Testing

Visual Weld, Ultrasonic, or Bolt Torque (Technician), per hour .....	\$ 190.00
CWI Certified Weld Inspector, per hour .....	\$ 190.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day .....	\$ 110.00
Ultrasonic Flaw Detector, per day .....	\$ 180.00

NOTE 1: (Travel time and mileage billed from Kennesaw)

### Coring - Pavement or Concrete

Equipment Rental (generator & coring machine), per day .....	\$ 165.00
Diamond Bit Usage, per inch diameter, per lineal inch .....	\$ 2.00
Coring Technician, per hour .....	\$ 95.00

### Special Field Test Equipment

Floor Flatness Test Equipment, per day .....	\$ 375.00
StructureScan Mini all-in-one high-resolution GPR, half day .....	\$ 1,000.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day .....	\$ 2,000.00
<i>(Includes travel, operator, and report)</i>	
Windsor Probe, per shot .....	\$ 80.00
Schmidt Hammer, per day .....	\$ 110.00
Nuclear Density Gauge, per day .....	\$ 65.00
PQI, per day .....	\$ 65.00

NOTE: All special field test equipment requires an operator to be billed at the appropriate hourly rate.

## NPDES SERVICES

Qualified NPDES Inspector (per hour) .....	\$ 85.00
Automatic Storm Water Sampler (per month) .....	\$ 275.00
Turbidity Analysis (each) .....	\$ 45.00

## PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour .....	\$ 250.00
Senior Project Manager/Registered Professional, per hour .....	\$ 200.00
Project Manager/Registered Professional, per hour .....	\$ 175.00
Special Inspections Professional, per hour .....	\$ 190.00
Staff Professional, per hour .....	\$ 115.00
Engineering Aide, per hour .....	\$ 95.00
Floor Profiler, per hour .....	\$ 95.00
Administrative Assistant, per hour .....	\$ 75.00

# Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

Item 5.

Dacula City Core

Dacula, Georgia

Geo-Hydro Proposal Number 241895.P1

## LABORATORY TESTING SERVICES

### Soil & Graded Aggregate Base Material

#### Proctor Compaction Tests

##### Standard (ASTM D-698)

Procedure A & B, each .....\$ 220.00

Procedure C, each .....\$ 250.00

##### Modified (ASTM D-1557)

Procedure A & B, each .....\$ 275.00

Procedure C, each .....\$ 300.00

Modified (GDT-49), each .....\$ 275.00

NOTE 1: For material requiring special preparation, add, each .....\$ 55.00

NOTE 2: For material requiring specific gravity test, add, each .....\$ 80.00

NOTE 3: Rush charge, add, each .....\$ 100.00

Atterberg Limits (ASTM D-4318), each .....\$ 110.00

Proctor Check Points (ASTM D-698), each .....\$ 55.00

Moisture Content (ASTM D-2216), each .....\$ 15.00

### Soil-Cement/Cement Treated Base Mix Design Testing

Mix Design with up to Three Cement Amendment rates, each .....\$ 3,000.00

Proctor Compaction Tests (ASTM D558), each .....\$ 300.00

Soil-Cement Specimens, Compressive Strength, per specimen .....\$ 30.00

### Concrete, Grout, Mortar, and Masonry

Cylinders\*, Compressive Strength (ASTM C-39), per cylinder .....\$ 30.00  
(price also applies to reserve cylinders)

Beams, Flexural Strength (ASTM C-78) (price also applies to reserve beams), each .....\$ 150.00

Cylinder Molds, per case .....\$ 135.00

#### Concrete Cores, Lab Preparation and Compressive Strength

Testing, (ASTM C-42), each .....\$ 85.00

#### Cube Specimens (2" x 2"), Lab Preparation and Compressive

Strength Testing (ASTM C-109), each .....\$ 35.00

#### Masonry Grout Compressive Strength, Lab Preparation

and Compressive Strength Testing, (ASTM C-1019), each .....\$ 35.00

#### Masonry Prisms, Lab Preparation and Compressive Strength

Testing, (ASTM C 1314), each .....\$ 220.00

#### Concrete Masonry Unit (CMU) Lab Preparation and

Compressive Strength Testing, (ASTM C 140), each .....\$ 220.00

### Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each .....\$ 385.00

Core Density and Thickness Determination, each .....\$ 40.00

For cores which require splitting add, each .....\$ 25.00

Theoretical Voidless Density Determination (AASHTO T-209), each .....\$ 165.00

Marshall Density Determination .....\$ 275.00

(for stability and flow, add \$45 per specimen)

Item 5.

# Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

Dacula City Core  
Dacula, Georgia  
Geo-Hydro Proposal Number 241895.P1

**MISCELLANEOUS**

Mileage, per mile.....	\$0.70
Travel Expenses, Computer Services, Long Distance Telephone Calls, and Miscellaneous Expenses .....	Cost + 20%

- Hourly rates are portal to portal. All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5.
- A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.
- Services other than those noted will be charged at cost plus 15%

## CLIENT CONTRACT (Signature Page)

Item 5.

**PROJECT NAME:** Dacula City Core

**PROJECT LOCATION:** 431 Harbins Road, Dacula, Georgia

**PROPOSAL NUMBER:** 241895.P1 **DATE:** May 28, 2025

This document memorializes the contractual understanding and agreement by and between Geo-Hydro Engineers, Inc. (**Geo-Hydro**) and the party as identified and defined below as "**Client**." Its content, along with the content of: (i) Client Terms & Conditions of Service issued and approved by Geo-Hydro, (ii) that certain proposal document involving the Project Name and Project Location identified above and with a Proposal Number and Proposal Date as identified above (the "**Proposal**"), and (iii) that and/or certain statement of work/s (**SOW**), project document/s, instruction document/s, and/or task order/s (each a "**Project Doc**") as are accepted and approved in writing by Geo-Hydro, constitute and comprise the terms, conditions and rights of the contractual agreement ("**Contract**") by and between Geo-Hydro and Client for the service project with the Project Name, Project Location, Proposal Number and Proposal Date as identified above (the "**Project**"), such Project Doc/s being the unique Contract for the Project.

By signing below, each party, acknowledges and agrees to the incorporation and applicability of, and to be bound by, this document, the Client Terms & Conditions of Service document, the Proposal, and each applicable Project Doc as the Contract for the Project. The "**Signature Date**" of this document is: .

**GEO-HYDRO ENGINEERS, INC.**  
**("Geo-Hydro")**

\_\_\_\_\_  
**Signature of Authorized Geo-Hydro Agent**

\_\_\_\_\_  
**Agent Printed Name**

\_\_\_\_\_  
**Agent Title**

\_\_\_\_\_  
**Client Name ("Client")**

\_\_\_\_\_  
**Signature of Authorized Agent**

\_\_\_\_\_  
**Agent Printed Name**

\_\_\_\_\_  
**Agent Title**

**Client is to complete and provide following information:**

Billing Entity Name \_\_\_\_\_

Individual to Receive Invoices \_\_\_\_\_

Email address \_\_\_\_\_ Phone No. \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_



## TERMS & CONDITIONS OF SERVICE

### A. CONTRACT

The provisions of this Terms & Conditions of Service document are incorporated as a part of that Client Contract ("signature page") document as well as that certain proposal document as identified on the signature page (the "Proposal") and/or that or those certain statement of work/s (SOW), project document/s and/or task order/s (each as "Project Doc") executed, accepted, and approved by Geo-Hydro Engineers, Inc. (Geo-Hydro) for each Geo-Hydro client Project. This document and all Project Docs that reference a unique Geo-Hydro client Project constitute and comprise a separate contractual agreement ("Contract") by and between Geo-Hydro and the other party Client to a Client Contract (signature page) document and such Project Docs.

### B. GEO-HYDRO SERVICES

In consideration of Client: (i) paying Geo-Hydro in full all amounts due, (ii) providing Geo-Hydro and its representatives with access and information as they require, and (iii) complying otherwise with the terms and conditions of the Contract, and subject to the qualifications and limitations otherwise stated in this Contract, Geo-Hydro shall use commercially reasonable efforts to provide to Client the services ("Services") and deliverables ("Deliverables") as expressly set forth in the Proposal and each other applicable Project Doc that is in a writing executed by Geo-Hydro and Client so as to become a part of this Contract. Except to the extent otherwise expressly written as a part of the Contract, Services and Deliverables shall be provided in accordance with, and to, the standards established and determined by Geo-Hydro "Standard of Care" and shall not be required to exceed normal industry standards and specifications for the locale of the associated Geo-Hydro project for Client per the Contract. Nothing in this Contract limits or prevents Geo-Hydro from providing the same or similar services and/or deliverables to others. Geo-Hydro does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Geo-Hydro's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Geo-Hydro is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Geo-Hydro's recommendations or instructions.

### C. FREEDOM TO REPORT.

It is contemplated that, during the course of its engagement, Geo-Hydro may be required to report on the past or current performance of others engaged, or being considered for engagement, directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, threaten, initiate, and/or bring claims, including (without limitation) for libel, slander and/or defamation, against Geo-Hydro and its present or former principals, officers, shareholders, directors, agents, representatives, subcontractors, successors, insurers, and attorneys (the "Geo-Hydro Representatives"). To help create an atmosphere in which Geo-Hydro's personnel feel free to express themselves candidly, Client agrees: (1) to waive any claim against the Geo-Hydro Representatives, and (2) to defend, indemnify, and hold harmless Geo-Hydro Representatives from any threat or actual claim for injury, damage, breach, failure, liability, damage, fine, penalty, cost, expense, and/or loss (collectively such individually being a

"Claim" and collectively "Claims") arising from or related to the Contract, its subject matter, the Project, the content of the Reports, and/or the professional opinions rendered by Geo-Hydro Representatives. Client further agrees to compensate Geo-Hydro Representatives for any time spent, or expenses incurred, by Geo-Hydro Representatives in defense of any such Claim, with compensation to be paid in accordance with Geo-Hydro prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Geo-Hydro may be required by local, state, and/or federal statute and/or regulations to report the discovery of conditions, occurrence of events, and/or existence of hazardous materials, and Client authorizes Geo-Hydro to do so as Geo-Hydro deems to be required or otherwise appropriate notwithstanding any confidentiality obligation or other restriction or limitation as may apply. Client waives any cause-of-action, claim, suit, or demand associated with Geo-Hydro's compliance with its duties to report as required by local, state, and/or federal laws and regulations, and Client shall defend, indemnify, and hold harmless Geo-Hydro Representatives for any failure on the part of Client or its representatives breach any duty or obligation to report as required by local, state, and/or federal laws and regulations and for any inaccuracy and/or omissions from reports filed that is attributable to the information, data, and access that Client made available to Geo-Hydro Representatives.

### D. ACCESS, ENTRY & SAFETY

Client shall, among other things: (a) provide Geo-Hydro, and its representatives and equipment, with access to Client's properties, sites, facilities, equipment, and/or systems (collectives, "Sites") as may reasonably be required for the purposes of Geo-Hydro performing the Services and producing the Deliverables; (b) respond promptly to any Geo-Hydro request for information, materials and/or approvals, and timely obtain, provide and make available the same to Geo-Hydro and/or its designees, as Geo-Hydro requires to perform its obligations pursuant to this Contract. Additionally, Client agrees that in accordance with applicable laws, ordinances, and generally accepted construction practice, it will be solely and completely responsible for working conditions at, on and near Sites, which obligations includes (without limitation) compliance with OSHA regulations and safety otherwise of all persons and property. These requirements will apply continuously and are not limited to normal working hours. Any monitoring and/or reporting of procedures conducted by Geo-Hydro does not include review of the adequacy of the safety measures at, in, on, adjacent to, or near the Site.

#### (i) ENTRY.

As a result of Geo-Hydro, and its representatives and equipment, accessing, entering and/or performing Services at or on a Site, damage may occur. Geo-Hydro will use commercially reasonable efforts to endeavor to minimize damage to a Site; with Client acknowledging that the vary nature of the Services and Deliverable are expected to cause damages and agreeing that Geo-Hydro is not under any duty or responsibility whatsoever to restore the Site to its condition prior to performance of the Services or provision of the Deliverables. Unless otherwise expressly stated in a Project Doc, Geo-Hydro's scope of Service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client further agrees to waive any Claim against Geo-Hydro Representatives, and to hold harmless, indemnify, and defend Geo-Hydro Representatives, for any Claim alleging injury or damage as a consequence of unfilled exploration holes on the Site or any other disturbance to natural conditions of or any improvements on the Site. Should any costs of restoration be determined to apply to Geo-Hydro, then the amount



deemed to be due shall be added to the compensation Client is to pay Geo-Hydro using such price and terms as determined by Geo-Hydro.

#### (ii) FIELD MONITORING AND TESTING.

Whenever Geo-Hydro's personnel make on-site observations of materials and/or services provided by the Client or a contractor engaged by Client (the "*Contractor*"), Client agrees that Geo-Hydro is not responsible for the Client's or Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Geo-Hydro shall not relieve the Contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Geo-Hydro to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that Geo-Hydro personnel are observing placement of all materials or that Geo-Hydro assumes any responsibility or liability for placing or directing placement of materials and Client shall indemnify Geo-Hydro for Claims relating to, or arising from, the placing or directing of the placement of, materials.

#### E. PAYMENTS

Client agrees to pay Geo-Hydro in full all amounts due on or before their due date, including (without limitation) those due for any Service or Deliverable. Time is of the essence regarding such payment of Geo-Hydro. Client shall be responsible for all sales, use, and excise taxes, as well as any other similar taxes, duties, and charges of any kind, imposed by any federal, state, or local governmental entity on the Contract, Services, Deliverables and/or amounts payable by Client to Geo-Hydro hereunder. Client's obligation to pay Geo-Hydro is not dependent upon Client's ability to obtain financing or the receipt of any approval of any governmental, regulatory agency, zoning board or other party or upon Client's successful completion of the Project. Geo-Hydro reserves the right to submit progress invoices to Client on a bi-monthly, monthly or milestone basis and a final invoice upon completion of Geo-Hydro's work. Each invoice is due and payable to Geo-Hydro, by Client, immediately upon presentation. All amounts due to Geo-Hydro and not paid within thirty (30) days of invoice presentation shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law if such is less than 18%) until paid in full.

In addition to the amounts otherwise due per this Contract, and the interest due for past due amounts, Client shall pay Geo-Hydro for all Costs (as defined below) relating to a Legal Matter (as defined below) involving Client and Geo-Hydro. "Costs" are all amounts Geo-Hydro incurs to enforce its rights or Client's obligations as well as to defend its rights and itself from Claims made by Client or third parties, including (without limitation) the cost to Geo-Hydro for legal counsel, third-party collection agencies, and time spent by Geo-Hydro employees. "Legal Matters" are all actions taken that involve a contractual, tortious, fiduciary, or statutory subject matter, including (without limitation) demand letters, securitization of debts, lawsuits, administrative filings, arbitration, mediation, and/or other forms of judicial or administrative recourse or dispute resolution proceeding.

#### F. REPRESENTATIONS, WARRANTIES & DISCLAIMER.

Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Contract will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. In the event that there is to be a some entity other than the Client that is to be billed by, and is to pay, Geo-Hydro (such other party being the "*Billing Entity*"), Client represents, warrants and covenants that: (i) it has a legally binding, express commitment in writing from such Billing Entity to accept and pay (as and when due) all amounts owed Geo-Hydro per the Contracts, and (ii) it guarantees the payment obligations of the Billing Entity and will immediately pay whatever amounts not fully paid to Geo-Hydro by the Billing Entity as due upon being given notice by Geo-Hydro that it has not received payment in full from the Billing Entity for the amounts due but not paid by the Billing Entity. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEO-HYDRO: (1) DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE EXISTING WITH REGARD TO THIS CONTRACT OR ITS SUBJECT MATTER, AND (2) MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS CONTRACT AND WITH RESPECT TO GEO-HYDRO'S ACTIONS, OMISSIONS, REPORTS, FINDINGS, OPINIONS, COMMUNICATIONS, DELIVERABLES, AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

#### G. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Geo-Hydro cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Geo-Hydro, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Geo-Hydro.

Client acknowledges and agrees that Geo-Hydro has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Geo-Hydro's sole role is to provide a service intended to benefit Client and that Geo-Hydro is performing no function at or association with the site that would classify Geo-Hydro as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

#### (i) SURVEYING, SAMPLING & TESTING.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Geo-Hydro's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. Geo-Hydro may employ sampling procedures during the course of the Project, with Client acknowledging that such procedures indicate actual conditions only at the precise locations and elevations from which samples were



taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Geo-Hydro shall make certain inferences based on the results of sampling and any related testing to form its opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Geo-Hydro cannot, and does not, guarantee the existence or absence of conditions which it may infer to exist.

(ii) **CONDITIONS & HAZARDOUS SUBSTANCES.**

Client agrees to advise Geo-Hydro, in writing, of any hazardous substances on or near the site prior to Geo-Hydro coming onto the site; provided, however, if the hazardous conditions arise after Geo-Hydro is engaged, then such notice shall be within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Geo-Hydro agrees to contain such materials in a manner approved by Geo-Hydro both during and at the completion of Geo-Hydro's field activities. Client understands and agrees that Client, and not Geo-Hydro, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Geo-Hydro's exploratory activities.

(iii) **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.**

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Geo-Hydro to take immediate measures to protect human health, safety, or the environment. Geo-Hydro agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Geo-Hydro to take any and all measures that in Geo-Hydro's professional opinion are justified to preserve and protect the health and safety of Geo-Hydro's personnel, and Client agrees to compensate Geo-Hydro for the additional cost of such work. In addition, Client waives any Claim against Geo-Hydro, and agrees to indemnify, defend, and hold Geo-Hydro harmless from any Claim arising from Geo-Hydro's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

**II. AQUIFER CONTAMINATION.**

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Geo-Hydro will perform on Client's behalf, Client hereby waives any Claim against Geo-Hydro, its officers, employees, subcontractors and other representatives ("*Geo-Hydro Indemnitees*"), and agrees to defend, indemnify and hold Geo-Hydro Indemnitees harmless from any Claim that may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Geo-Hydro for any time spent or expenses incurred by Geo-Hydro in defense of such Claim, including, but not limited to, any attorneys' fees and expenses incurred by Geo-Hydro, in accordance with Geo-Hydro's prevailing fee schedule and expense reimbursement policy.

**I. SAMPLES, DATA AND RECORDS.**

Geo-Hydro shall be the sole owner of any and all data gathered by Geo-Hydro or its representative or reports prepared by Geo-Hydro. No entity or individual, other than Geo-Hydro, its representatives, or Client, may use or rely upon any data collected by Geo-Hydro or reports prepared by Geo-Hydro. Except as expressly set forth in this Contract, Geo-Hydro and Client do not intend the benefits of this Contract, including, but not limited to, the samples, data, and records created by Geo-Hydro, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either Geo-Hydro or Client.

Routine test specimens will be discarded immediately upon completion of tests. Geo-Hydro shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Geo-Hydro's report to Client. If Client requests a longer period of storage, Geo-Hydro will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Geo-Hydro for at least three (3) years following completion of Geo-Hydro's services.

**J. TERMINATION.**

Either party may terminate this Contract, or any Project Doc, either: (i) for convenience upon thirty (30) days prior written notice to the other party, or (ii) for cause upon the failure of the other party to cure any material breach of this Contract by it within fifteen (15) days of receiving notice of said breach. Additionally, Geo-Hydro may suspend Services, stop Deliverables, and is to have its obligations per the Contract and each applicable Project Doc deferred and adjusted as such are impacted by the suspension and stop, without liability or consequence to Client or any third party in the event that Client fails to cure any breach of this Contract within three (3) days of knowing of such breach.

Upon termination, (1) all Project Docs for the Contract also terminate, (2) Client shall immediately pay Geo-Hydro in full for all amounts due or are to come due as a result of termination, and (3) Geo-Hydro's obligation to perform further Services or complete and provide Deliverables under this Contract end immediately.

Notwithstanding, in the event that Client requests termination and such request is prior to the completion of Geo-Hydro's work, Geo-Hydro reserves the right to complete such analysis and records as are necessary to place Geo-Hydro's files in order and to complete a report on the work performed to date, with Client to pay Geo-Hydro for such additional work Geo-Hydro's then-current hourly rates. Additionally,



Client acknowledges and agrees that the amount of damages that Geo-Hydro will sustain in the event Client terminates this Contract prior to Geo-Hydro's completion of its work required by the proposal and this Contract will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Contract prior to Geo-Hydro's completion of the work required by the proposal and this Contract, Client shall be liable to Geo-Hydro for liquidated damages in the amount equal to thirty-five percent (35%) of all charges incurred as of the date of Client's termination of the Contract (the "*Liquidated Damages*"). Client acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Geo-Hydro.

#### K. INSURANCE.

Upon notice from a party to this Contract to the other party, the receiving Party will furnish, or have on file with the other party, Certificates of Insurance indicating the applicable insurance coverage and limits as may have in place that pertain to the Contract, its subject matter, and/or the Project.

Should Client and/or other entities require to be provided additional insured status on Geo-Hydro's General Liability Insurance, Auto Liability Insurance, and/or Umbrella/Excess insurance, those entities must be listed below at the time of signing of the contract:

Additional Insured Entities:

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#### L. INDEMNIFICATION.

Client shall indemnify and hold harmless Geo-Hydro and its officers, directors, agents, and employees from any and all Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs, resulting from, relating to, or arising out of the following: (i) subsurface conditions, damage to subsurface structures, whether owned by Client or any third party, the presence or location of which were not revealed to Geo-Hydro by Client in writing at least 7 days prior to the commencement of Geo-Hydro's performance; (ii) any alleged cross-contamination caused by Geo-Hydro's sampling; (iii) unanticipated hazardous materials discovered during the course of Geo-Hydro's work; ~~(iv) any damage to Geo-Hydro's equipment or personnel as a result of actions engaged in by the Contractor.~~

#### M. CONFIDENTIALITY.

All non-public, confidential or proprietary information of either party ("*Confidential Information*"), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "*Disclosing Party*") to the other party (the "*Receiving Party*"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Contract is confidential, solely for use in performing this Contract and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Contract; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information. Additionally, the obligations and restrictions applicable to Confidential Information hereunder shall not apply in such instances where disclosure or use is required under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, which includes (without limitation) the use and disclosure of Confidential Information to provide notices required by law, regulation or ordinance or when complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Geo-Hydro to defend itself from any legal action or claim. Either party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Contract, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of (or any accounting to) the other party. When referencing this arrangements and subject matters of the Contract.

The Receiving Party shall be responsible for any breach of this Section caused by any of its employees, contractors, agents, or representatives. On the expiration or termination of the Contract, and at any time during or after the term of this Contract at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all originals and copies, whether in written, digital or other form, the Disclosing Party's Confidential Information; provided, however, a Receiving Party may retain a copy of the Disclosing Party's Confidential Information (and non-confidential information and materials) to the extent, and it may require, to comply with applicable law, regulation, ordinance or order and to perform its obligations and assert its rights as may arise from or relate to this Contract and its subject matter. Each party's obligations under this Section survive termination or expiration of this Contract.

#### N. NO THIRD PARTY BENEFICIARIES.

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, which includes (without limitation) the Billing Entity, any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or by reason of, this Contract. In the event that any third party, including (without limitation) the Billing Entity, makes any Claim against Geo-Hydro Indemnitees, Client shall defend, indemnify and hold harmless each of the Geo-Hydro Indemnitees with regard to such Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs involving the Claims.

#### O. GOVERNING LAW; VENUE.

This Contract is to be governed by, and construed according to, the laws of the state in the USA where the Geo-Hydro project is located for which the services and deliverables are to be performed and provided, without reference to its conflicts-of-law rules of such state. Venue for any legal actions, claims, and/or disputes arising from the Contract or its subject matter, shall be in the state and superior courts



Gainett  
 of Cobb County, Georgia and the Federal Courts for the  
 Northern District of Georgia, Atlanta division. BT

Should a dispute arise,

(1) Geo-Hydro may elect to suspend its performance of this Contract without liability or consequence pending final resolution of any request for relief, cure, claim, appeal, modification, dispute, or action arising from this Contract, with all dates and deadlines per the Contract being tolled for the period that the Contract is suspended plus such number of additional days as Geo-Hydro determines it will reasonably require as a result of the suspension.

(2) Either party may request that each party have an authorized representative(s) conference or meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Within three (3) days prior to such conference or meeting between the representatives, the parties will exchange relevant information that will assist the parties to discuss resolving their dispute.

(3) If within fifteen (15) days, or such other period as both parties expressly agree upon in writing, after the meeting of authorized representatives the parties have not resolved the dispute on terms satisfactory to both parties, the parties shall submit within thirty (30) days of such period expiring the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules, with such rules to govern the mediation. Venue for such mediation shall be in Cobb County, GA at the law offices of Geo-Hydro.

(4) In the event that the parties do not resolve the dispute at mediation and such resolution is not memorialized in a writing executed by both parties, then either party may initiate litigation with regard to the dispute in the Contract's designated Venue

**P. SEVERANCE; SURVIVAL.**

If any provision of this Contract is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Contract will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Contract will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Contract a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

**Q. NOTICES.**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Contract (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission)

or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

**R. FORCE MAJEURE.**

Except for any obligations to make payments to the other party hereunder, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by, or results from, events outside of the party's reasonable control ("*Force Majeure Events*"), including but not limited to: (a) acts of God; (b) flood, rain, water, fire, smoke, earthquake, hurricane, storm, wind, tornado or some form of other natural event or disaster; (c) war, invasion, explosions, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or other form of healthcare concern or hazardous condition; and (i) shortage of adequate power or transportation facilities. The affected party shall resume performance under this Contract as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

**S. INTELLECTUAL PROPERTY.**

All reports, documents and other materials prepared or furnished by Geo-Hydro pursuant to the Contract are instruments of Geo-Hydro's Services, with Geo-Hydro exclusively retaining ownership and all property interest therein as well as exclusive ownership in, under and to all Intellectual Property Rights in the same as well as in all data, know-how, methodologies, software, and other materials provided by or used by Geo-Hydro in performing the Services and developed or acquired by the Geo-Hydro prior to, as a result of, or after the Contract (collectively, "*Geo-Hydro Materials*"). Upon payment in full for the Services rendered and Deliverables prepared or provided, Geo-Hydro grants Client a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use, display, reproduce, such Geo-Hydro Materials to the extent incorporated in, or otherwise necessary for, the use of the Deliverables for their intended purpose with the Project. All other rights in and to the Geo-Hydro Materials are expressly reserved by Geo-Hydro. For the purposes of this Contract, "*Intellectual property Rights*" mean any and all rights in, to and under copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names and other forms of intellectual property rights, together with all of the goodwill associated therewith, derivative works and all other rights. Reuse, misuse, unintended use, distribution or modification of any such Geo-Hydro Materials by Client, without Geo-Hydro's express, prior, written permission, is at Client's sole risk, with Client to indemnify, defend and hold harmless the Geo-Hydro Indemnities from all Claims, including (without limitation) attorneys' fees and legal costs, arising out of such reuse, misuses, unintended use, distribution or modification by Client or by others acting through Client.

**T. LIMITATION & EXCLUSIONS OF LIABILITY.**

GEO-HYDRO SERVICES AND DELIVERABLES PER THE CONTRACT ARE EXCLUSIVELY PROVIDED ONLY TO, AND FOR THE BENEFIT OF, CLIENT AND MAY NOT BE RELIED UPON, OR ENFORCED BY, ANY OTHER PARTY. GEO-HYDRO SHALL NOT BE LIABLE TO CLIENT, OR ANY OTHER PARTY,



FOR ANY INJURIES OR DAMAGES THAT MAY OCCUR FOR GEO-HYDRO'S NOT PERFORMING SERVICES THAT WERE NOT EXPRESSLY INCLUDED IN THE PROPOSAL OR PROJECT DOCS PARTICULAR TO THE CONTRACT. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT, INDEMNIFICATION OBLIGATIONS, AND/OR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL GEO-HYDRO BE LIABLE TO THE CLIENT FOR: (A) ANY LOSS OF USE, DATA, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE GREATER OF: (I) AN AGGREGATE OF \$50,000.00, AND (II) THE AMOUNT OF THE TOTAL FEE PAID TO GEO-HYDRO IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**U. INDEPENDENT CONTRACTORS.**

The parties are independent contractors, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

**V. SIGNATURES.**

By having executed the signature page associated with this document, or by having executed any Project Doc that expressly references and incorporates this document as part of a Contract, this document, and the Proposal and any applicable written, executed Project Docs that reference this document, constitutes the entire, and fully integrated, Contract by and between Client and Geo-Hydro regarding its subject matter, and it supersedes all other prior and contemporaneous negotiations, representations, arrangements, agreements, and understandings, whether written or oral with regard to such subject matter except to the extent otherwise expressly noted in this Contract. This Contract may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Contract and specifies the amendment made. No waiver of any breach of this Contract shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Contract binds, and the benefits hereunder inure to, the respective parties, their legal representatives, executors, administrators, successors, and assigns. The parties hereto have executed this Contract as of the dates shown below, and it may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document.



## MARSHAL'S OFFICE

TO: Mayor and City Council of the City of Dacula  
FROM: Amy White, Chief Marshal  
Amy Morris, Chief Court Clerk/Court Admin  
DATE: May 29, 2025  
SUBJECT: GCIC and court software services

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The City contracted with PTS Solutions, Inc. last year for GCIC (Georgia Crime Information Center) services, but they do not have all the components we needed to operate.

Staff reviewed additional companies and expanded the search to include the possibility of changing court software providers. That allowed us to review a company that would not have been compatible with our current court provider.

JusticeOne Solutions, Inc. would be the best fit for our needs at the best price. There are two other small agencies in Gwinnett County that are very satisfied with the services of this company.

Completing the contracts now would allow the necessary installation and training to be completed to go live at the end of the year as we conclude our contract with ALENS.

Staff requests authorization to enter into a service agreement with JusticeOne Solutions, Inc. for GCIC and court software services.





## -NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GA  
COUNTY OF: Gwinnett

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a non-exclusive license to:

Dacula, GA

(Licensee)

442 Harbins Road Dacula GA 30019  
(ADDRESS) (CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	NOTES
JusticeONE RMS	2	Included
JusticeONE Mobile	2	Included
NCIC	2	Included (Marshal's Office)
JusticeONE Court	2	Included
NCIC	2	Included (Court)
JusticeONE Pay	1	4.5% both OLP & POS
Data Conversion (Custom)	1	\$10,000

\$ 0.00 dollars per violation or \$ 900.00 minimum monthly billing, whichever is greater.

\$900 Flat Monthly Fee. \$10,000 1-time fee for custom data conversion (\$5,000 to be billed up front & \$5,000 to be billed upon successful completion).

Price includes the following services: Installation, Online Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on \_\_\_\_\_ to which witness our hands and seal of office.

**Licensee**

**JusticeONE**

Signature:

Signature: Kevin Seay

Print:

Print: Kevin Seay

Title:

Title: Account Executive

Date

Date:

### Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of JusticeONE (JSO) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

**1. LICENSE**

Licensee acknowledges that it shall be deemed a licensee of JusticeONE Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

**2. TERMS**

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

**3. SECURITY**

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

**4. LIMITATION OF LIABILITY**

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

**5. TERMINATION**

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information

**10. AGREEMENT TERMINATION OR EXPIRATION**

Not less than 90 Days prior to the Expiration Date, the Licensee shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Licensee's data files retained by JSO pursuant to this Agreement, to another data format that the Licensee desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Licensee.

**11. AUTHORIZATION**

The chief executive officer ("Executive") of the Licensee certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the Licensee, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

**12. DUTIES**

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Licensee and its various departments. JSO agrees to provide any necessary training to the Licensee's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Licensee will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Licensee acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Licensee shall be governed this Agreement.

**13. DATA FILES**

The Licensee's data files and the data contained therein shall be and remain the Licensees property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement, The Licensee's data shall not be utilized by JSO for any purpose other than that of rendering services to the Licensee under this Agreement, nor shall the Licensee's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

**14. COMPENSATION AND TERMINATION \***

Commencing 07/01/2025 the Licensee shall pay to JSO, initial (one-time) payment of \$ 0.00 for the first year, then, monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 900.00 monthly fee (each month). annually at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 annual fee (each year). one-time at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ single payment (one-time fee). monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 0.00 per paid violation or a minimum monthly amount of \$ 900.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Licensee 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Licensee will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Licensee shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by Licensee hereunder JSO shall notify the Licensee in writing of the facts constituting default. If the Licensee shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

**15. DATA SHARING**

If used the Licensee consents and agrees to JusticeONE's collection and use of all law enforcement and court data provided by Licensee to JusticeONE, including but not limited to the Shared Data. Although the Licensee acknowledges and agrees that JusticeONE collects data as a part of its ordinary business activity and JusticeONE may use, distribute, sell and reproduce such data at its sole and absolute discretion, Licensee also specifically consents and agrees to JusticeONE's providing the Shared Data to any and all of those persons and entities participating in JusticeONE's Data Sharing network. Licensee acknowledges and agrees that JusticeONE is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Licensee agrees to provide accurate Shared Data to JusticeONE, and Licensee acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by JusticeONE, including but limited to the Shared Data.



or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

#### 6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

#### 7. SPECIAL SERVICES \*

JSO will provide the Licensee with Such Special services or supplies reasonably requested or approved by the Licensee including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Licensee and JSO agree upon the fee therefore, and that the Licensee approves, in writing, payment for such services as special.

#### 8. EMPLOYMENT

The Licensee agrees to retain and employ JSO as an independent Contractor, and JSO agrees to

Serve the Licensee upon the terms and conditions hereinafter stated.

#### 9. SERVICE PERIOD

This agreement shall commence 06/01/2025 and shall continue for 1 year from commencement date. Licensee shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Licensee elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Licensee informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

Licensee agrees that it will not provide JusticeONE with any data that cannot be lawfully disclosed to other persons or entities by JusticeONE. Licensee further warrants that all Shared Data provided by Licensee to JusticeONE is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Licensee agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Licensee to JusticeONE, including but not limited to the Shared Data.

Licensee agrees that Licensee will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Licensee agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Licensee, whether electronically, in paper format, or otherwise, any of the Shared Data that Licensee receives from JusticeONE, unless prior written consent is given by JusticeONE. Licensee agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Licensee immediately upon ceasing to be an employee of or under contract with Licensee.

#### 16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Licensee, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

#### 17. MULTI-FACTOR AUTHENTICATION REQUIREMENT

To ensure the highest level of security and protection for all users, it is mandatory for all JusticeONE users to set up and use Multi-Factor Authentication (MFA) in Microsoft. This added layer of security is a CJI requirement and is crucial in safeguarding sensitive information and maintaining the integrity of the system. Failure to comply with this requirement may result in restricted access or termination of user privileges.

\* Definition of a "Paid" Violation; Any violation in which a payment has been received.

## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made as of \_\_\_\_\_, **2025**, by and between **City of Dacula, Georgia** ("Seller"), and **Terminus Allied Capital, LLC**, a Georgia limited liability company ("Buyer").

### RECITALS

A. Seller and Buyer are party to that certain Purchase and Sale Agreement dated as of **February 11, 2025** (the "Agreement"), pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to buy from Seller, certain real property located in **Gwinnett** County, Georgia, as more particularly described in the Agreement.

B. Seller and Buyer have agreed to certain amendments to the Agreement as set forth herein.

C. Without execution of this Amendment, Buyer would be forced to terminate the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, of Buyer's agreement not to terminate the Contract, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer have agreed as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Agreement.

2. Inspection Period. Purchaser and Seller agree to extend the Inspection Period, as defined in Section 7 of the Agreement, by thirty one (31) days from its current expiration date on June 6th, 2025 to July 7th, 2025.

3. Purchaser and Seller agree to modify the date by which Purchaser shall submit an application by an additional twenty five (25) days from July 14th, 2025 to August 8th, 2025 as defined in Section 9 of the Agreement.

4. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall be effective as original but all of which taken together shall constitute one and the same Amendment. Execution of this Amendment by facsimile or PDF shall be effective as original. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia, without giving

effect to conflicts of laws provisions thereof. Except as expressly amended hereby, the Agreement remains in full force and effect, unmodified.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first written above.

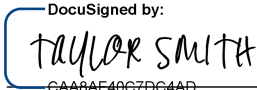
**SELLER:**

**City of Dacula, Georgia**

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

**BUYER:**

**Terminus Allied Capital, LLC**

By:  \_\_\_\_\_  
Name: TAYLOR SMITH  
Title: Managing Principal