



City of Hogansville
City Council
Public Hearing & Regular Meeting Agenda
Monday, September 21, 2026 – 7:00 pm

Meeting will be held at Hogansville City Hall
111 High Street, Hogansville, GA 30230

Mayor: <i>Jake Ayers</i>	2029	City Manager: <i>Lisa E. Kelly</i>
Council Post 1: <i>Michael Taylor, Jr</i>	2029	Assistant City Manager: <i>Oasis Nichols</i>
Council Post 2: <i>Jason Baswell</i>	2029	City Attorney: <i>Alex Dixon</i>
Council Post 3: <i>Mandy Neese *</i>	2027	Chief of Police: <i>Jeffrey Sheppard</i>
Council Post 4: <i>Mark Ayers</i>	2027	City Clerk: <i>LeAnn Lehigh</i>
Council Post 5: <i>Kandis Strickland</i>	2027	* Mayor Pro-Tem

PUBLIC HEARING – 7:00 pm

1. Public Hearing to Hear Citizen Comments on the Proposed 2026 Millage Rate

REGULAR MEETING – Immediately Following Public Hearing

1. Call to Order – Mayor Jake Ayers
2. Invocation & Pledge

CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

1. Approval of Agenda: Regular Meeting September 21, 2026
2. Approval of Minutes: Work Session Meeting September 8, 2026
3. Approval of Minutes: Regular Meeting September 8, 2026

NEW BUSINESS

1. Millage Rate Adoption
2. AmWaste Contract
3. Direction for UDO Text Amendments Regarding Heavy Industrial (HI) Zoning District, Standards & Regulations for Data Center Developments, and Procedures and Requirements Related to Developments of Impact

CITY MANAGER'S REPORT

ASSISTANT CITY MANAGER'S REPORT

CHIEF OF POLICE REPORT

COUNCIL MEMBER REPORTS

1. Council Member Taylor
2. Council Member Baswell
3. Council Member Neese
4. Council Member Ayers
5. Council Member Strickland

MAYOR'S REPORT

ADJOURN

Upcoming Dates & Events

- September 22, 2026 – 6:00 pm | Meeting of the Downtown Development Authority at Hogansville City Hall
- October 5, 2026 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- October 15, 2026 – 6:00 pm | Meeting of the Planning & Zoning Commission at Hogansville City Hall
- October 17 & 18, 2026 – Hogansville Hummingbird Festival – Downtown Hogansville

The Royal Theater Happenings

- Friday, October 2, 2026 – 7:00 pm | MOVIE: A Nightmare on Elm Street
- Saturday, October 3, 2026 – 7:00 pm | MOVIE: Corpse Bride
- Friday, October 9, 2026 – 7:00 pm | MOVIE: Silence of the Lambs
- Friday, October 23, 2026 – 7:00 pm | MOVIE: Halloweentown
- Saturday, October 24, 2026 – 4:00 pm | MOVIE: Monsters, Inc.
- Friday, October 30, 2026 – 7:00 pm | MOVIE: Hocus Pocus
- Saturday, October 31, 2026 – MOVIE: Texas Chainsaw Massacre
- Saturday Night October 31, 2026 – MIDNIGHT: Rocky Horror Picture Show



*MEETING WILL BE HELD AT HOGANSVILLE CITY HALL
111 HIGH STREET, HOGANSVILLE, GA 30230*

**Work Session Meeting
September 08, 2026**

Call to Order: Mayor Jake Ayers called the Work Session to order at 6:01pm. Present were Council Members Jason Baswell, Council Member Mandy Neese, Council Member and Kandis Strickland. Also present were City Manager Lisa Kelly, City Clerk LeAnn Lehigh, Deputy City Clerk Stephanie Savage, City Attorney Alex Dixon, and Assistant City Chief Vincent. Council Member Michael Taylor, Jr. and Council Member Mark Ayers were not present at the meeting. Also, Assistant City Clerk Oasis Nichols and Police Chief Jefferey Sheppard were not present at the meeting.

1) UDO Amendments- Heavy Industrial, Data Center Discussion.

Council discussed proposed UDO amendments related to heavy industrial uses and data centers. Discussion included buffers and setbacks, waterways, noise standards, environmental protections, zoning requirements, and Special Use Permits (SUP).

Discussion was held on buffer and setback requirements for heavy industrial uses, including consideration of a minimum 500-foot setback from state waters, with additional requirements based on site-specific conditions. Construction-related stream, wetland, erosion, and sediment protections were also discussed.

Council discussed requiring an SUP for data centers located in Heavy Industrial districts to provide additional review and prevent properties approved for other industrial uses from converting to data centers without appropriate approvals. Opinions varied between prohibiting data centers entirely and allowing them under stringent regulations.

Noise standards were reviewed, including establishing pre-construction ambient noise levels and limits for both dBA and low frequency dBC noise. No final noise limits were established.

Council also discussed containment and leak detection requirements for closed loop systems, water usage, and protections against discharges into waterways and stormwater systems.

Staff will continue revising the ordinance based on Council's direction. Council also discussed extending the current moratorium, to be handled in tonight's Regular Meeting, while revisions are completed.

Mayor Ayers adjourned the Work Session at 6:57pm.

Respectfully,

Stephanie Savage
Deputy City Clerk



Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230

September 8, 2026

PUBLIC HEARING

Mayor Ayers called the Public Hearing to order at 7:03 pm to Hear Citizen comments on the variance request for 811 E. Main Street, Troup County Tax Parcel 0213B006006, to reduce the minimum required lot frontage from 75 feet to 66.79 feet.

There were no Citizen comments, and the Public Hearing was adjourned at 7:03 pm.

PUBLIC HEARING

Mayor Ayers called the Public Hearing to order at 7:04 pm to Hear Citizen comments on the proposed 2026 Millage Rate. City Manager Lisa Kelly gave a presentation on the City's millage rate, which has remained the same for the past 23 years at 7.950 mills.

There were no Citizen comments, and the Public Hearing was adjourned at 7:08 pm.

REGULAR MEETING

September 8, 2026

Call to Order: Mayor Jake Ayers called the Regular Meeting to order at 7:08 pm. Present were Mayor Ayers, Council Member Michael Taylor, Council Member Jason Baswell, Council Member Mandy Neese, and Council Member Kandis Strickland. Also present were City Manager Lisa Kelly, City Attorney Alex Dixon, Assistant Police Chief James Vincent, and City Clerk LeAnn Lehigh. Council Member Mark Ayers, Assistant City Manager Oasis Nichols, and Police Chief Jeff Sheppard were not present at tonight's meeting.

Jason Baswell gave an invocation, and Mayor Ayers led the Pledge of Allegiance.

CONSENT AGENDA

Motion: Council Member Strickland moved to approve the Consent Agenda. The motion was seconded by Council Member Neese.

Motion Carries 4-0

PRESENTATION

1. *Proclamation – Ricky Thrash Day*

The Mayor and City Council proclaimed August 21, 2026, as Ricky Thrash Day in honor of his work in the funeral home business since 1986, a 32-year career in education, and 22 years of civic service, including 20 years as chairman of the Planning and Zoning Commission

CITIZEN APPEARANCES

1. *Jimmy Norred to Discuss Data Center Impacts*

Jimmy Norred expressed strong public opposition to a proposed data center, stating Hogansville citizens are against it.

2. *Michael Taylor, Sr. to Discuss Parks & Recreation Gym*

Mrs. Sara Jenkins spoke for Michael Taylor, Sr., regarding using the Parks & Recreation Gym for Pickleball on Sundays. The Pickleball team is now being required to pay to use the county-run gym on Sundays, which was previously free for the past two and a half years. As the city has no direct authority over the county facility, the mayor and council members committed to discussing the issue with county leadership to advocate for free access. Citizens were also advised to contact their county commissioners and the parks and recreation board representative.

NEW BUSINESS

1. Resolution – Extension of Data Center Moratorium

Motion: A motion was made by Council Member Neese to approve the Resolution extending the Data Center Moratorium for 90 days from Sept. 8, 2026. The motion was seconded by Council Member Baswell.

Discussion: None

Motion Carries 4-0

2. Resolution – Early Voting

Motion: A motion was made by Council Member Strickland to approve the Resolution allowing Early Voting for the November 3, 2026 General Election. The motion was seconded by Council Member Neese.

Discussion: Early voting will take place Saturday, October 24, 2026 and Monday – Friday, Oct 26-30, 2026 at the Municipal Annex Building.

Motion Carries 3-0 (Council Member Taylor stepped out for a moment and was not present during the vote.)

3. Zoning Variance – 811 E. Main Street

Motion: A motion was made by Council Member Baswell to approve the Zoning Variance at 811 E. Main Street allowing frontage of 66.79 feet instead of the required 75 feet. The motion was seconded by Council Member Neese.

Discussion: None

Motion Carries 4-0

4. Recycling Center Fencing

Motion: A motion was made by Council Member Neese to award the bid to Blackmon Fencing Company in the amount of \$4,300 to replace a portion of the fence for the new recycling center, to be funded through SPLOST - City Equipment project funds. The motion was seconded by Council Member Baswell.

Discussion: None

Motion Carries 4-0

5. Approval of Sewer Repair – East Main Street

Motion: A motion was made by Council Member Baswell to approve the \$29,092 bid from RDJE for an emergency repair on an approximately 350-foot section of compromised terracotta sewer line on East Main Street. The motion was seconded by Council Member Neese.

Discussion: The CIPP (cured-in-place pipe) lining method will be used, a trenchless approach that will not disrupt a planned GDOT paving project. The expense will be funded from SPLOST - Water & Sewer Project funds.

Motion Carries 4-0

6. Discussion of Animal Shelter Services Agreement

Discussion was held regarding a new service agreement with Animal Ark, in partnership with the City of LaGrange and Troup County. Council raised concerns about verifying resident status to prevent being billed for animals from outside city limits, correcting financial contribution allocations, and understanding termination provisions. No action was taken at tonight's meeting.

ADJOURNMENT

On a motion made by Council Member Strickland and duly seconded, Mayor Ayers adjourned the meeting at 8:29 pm.

Respectfully,



LeAnn Lehigh
City Clerk

NOTICE

The Hogansville City Council does hereby announce that the millage rate will be set at a meeting to be held at City Hall, 111 High Street, Hogansville, GA 30230 on September 21, 2026 at 07:00 pm. Three Public Hearings will be held to hear public comments regarding the mil rate; 07:00 pm on 09/08/2026; 10:00 am on 09/21/2026; and 07:00 pm on 09/21/2026.

Pursuant to the requirements of O.C.G.A. Section 48-05-32 the City does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five (5) years.

CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

City of Hogansville		2021	2022	2023	2024	2025	2026
V A L U E	Real & Personal	\$ 76,110,753	\$ 101,801,021	\$ 138,312,673	\$ 160,290,849	\$ 158,270,382	\$ 195,579,303
	Motor Vehicles	\$ 569,630	\$ 474,380	\$ 496,010	\$ 46,720	\$ 412,630	\$ 379,050
	Mobile Homes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Timber - 100%	\$ 327,027	\$ -	\$ -	\$ -	\$ -	\$ -
	Heavy Duty Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Gross Digest	\$ 77,007,410	\$ 102,275,401	\$ 138,808,683	\$ 160,337,569	\$ 158,683,012	\$ 195,958,353
	Less Exemptions	\$ (6,704,141)	\$ (9,452,406)	\$ (34,633,898)	\$ (41,957,164)	\$ (23,636,860)	\$ (14,244,488)
	Net Digest Value	\$ 70,303,269	\$ 92,822,995	\$ 104,174,785	\$ 118,380,405	\$ 135,046,152	\$ 181,713,865
State Forest Land Assistance Grant							
Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjusted Net M&O Digest		\$ 70,303,269	\$ 92,822,995	\$ 104,174,785	\$ 118,380,405	\$ 135,046,152	\$ 181,713,865
Gross M&O Millage		15.418	14.232	15.286	15.186	15.440	15.486
Less Rollbacks		7.468	6.282	7.336	7.236	7.490	7.536
R A T E	MILLAGE RATE (Maintenance & Operation)	7.950	7.950	7.950	7.950	7.950	7.950
T A X	TOTAL M&O TAXES LEVIED	\$ 558,911	\$ 737,943	\$ 828,190	\$ 941,124	\$ 1,073,617	\$ 1,444,625
	Net Taxes \$ Increase / (Decrease)	\$ 19,665	\$ 179,032	\$ 90,247	\$ 112,935	\$ 132,493	\$ 371,008
	Net Taxes % Increase / (Decrease)	3.65%	32.03%	12.23%	13.64%	14.08%	34.56%

NOTICE OF PROPERTY TAX INCREASE

The City of Hogansville intends to adopt a millage rate which will require an increase in property taxes. All concerned citizens are invited to the Public Hearings on this tax increase to be held at Hogansville City Hall, 111 High Street, Hogansville, Georgia at 07:00 pm on September 08, 2026.

Times and places of additional public hearings on this tax increase are: 10:00 am and 07:00 pm on September 21, 2026. All meetings will be held in the Council Chamber at Hogansville City Hall, 111 High Street, Hogansville, Georgia 30230.

This tentative increase will result in a millage rate of 7.95 mills. The proposed tax for a home with a fair market value of \$140,000 is approximately \$445.20.

CONTRACT TO PROVIDE RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES

THIS CONTRACT (the "Contract") is made and entered into this ____ day of September, 2026 by and between City of Hogansville, Georgia (the "City") and Amwaste of Georgia, LLC (the "Contractor").

WITNESSETH:

WHEREAS, the City recognizes and desires that provisions be made for the regular and efficient collection of residential garbage within its corporate limits; and,

WHEREAS, the City desires to continue to use Contractor to perform garbage collection services within the unincorporated areas of the City; and,

WHEREAS, the City desires to execute a contract granting Contractor the exclusive right to collect residential garbage within its unincorporated limits for a monthly fee to be paid by the City to the Contractor as provided herein,

NOW, THEREFORE, considering this, and for other good and valuable consideration that each party acknowledges it received from the other, and in consideration of the promises, agreements and covenants herein made and set out, the City promises, agrees and covenants with the Contractor as follows:

1.0 Definitions

The following terms shall have the meanings provided below, or, if applicable, as otherwise provided in the Contract Documents. Any terms defined in this Contract and the Contract Documents shall be defined as provided in this Contract.

- 1.01 "Bags" – Standard size plastic sacks designed to store household Garbage with sufficient wall strength to maintain physical integrity when lifted by the top. BAGS SHALL BE TIED AND THE TOTAL WEIGHT OF A BAG AND ITS CONTENTS SHALL NOT EXCEED 35 LBS.

- 1.02 “Bulk Waste” – Items whose large size or weight precludes or complicates normal handling or collection. Examples include typical household furniture, wood, wood fencing, and other bulky waste materials.
- 1.03 “Carts” – Ninety-six (96) gallon roll-out containers (uniform in color and body) constructed of plastic or fiberglass with handles of adequate strength for lifting and having a tight-fitting lid capable of preventing rainwater from entering the container and access by rodents or similar animals. All carts shall remain the property of Contractor. Contractor will be responsible for repairing or replacing damaged carts. Contractor is responsible for delivering carts to new customers. Within the first Contract Year, Contractor shall provide new carts to each Residential Unit to replace the current C&C carts.
- 1.04 “Commercial Solid Waste” – All Garbage generated at a Commercial Unit that is eligible for weekly pick up by Contractor in three or fewer Carts. Businesses requiring more service must use commercial container services.
- 1.05 “Commercial Unit” – All premises, locations, or entities, public or private, within the City (other than Residential Units) eligible for once-per-week Commercial Solid Waste collection in Carts.
- 1.06 “Construction Debris” – Waste building materials from construction, remodeling, home renovation, repair, or demolition operations.
- 1.07 “Contract” – Defined in the preamble to this Contract.
- 1.08 “Contract Date” – October 1, 2026, the anticipated date that Contract service shall commence.
- 1.09 “Contract Documents” – The Request for Proposals, Instruction to Bidders, Contractor’s Proposal, General Specifications, and any Addenda or changes to the foregoing documents agreed to by the City and Contractor.
- 1.10 “Contract Term” – The term of the final contract shall be for three (3) years. Service shall commence on October 1, 2026, and shall end on September 30, 2029, unless extended or terminated sooner in accordance with the terms of the Agreement. The Contract shall automatically renew for up to two (2) additional one-year terms unless terminated by either party upon ninety (90) days written notice (“Renewal Term”).
- 1.11 “Contract Year” – Each calendar year during the Contract Term, with the first such year beginning on the Contract Date.
- 1.12 “Contractor” – Defined in the preamble to this Contract, the company chosen by the City to be the sole collector of Residential Solid Waste in the City.
- 1.13 “City” – Defined in the preamble to this Contract.

- 1.14 "Dead Animals" – Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.15 "Disasters" – Defined in Contract Section 2.4.
- 1.16 "Disposal Site" – A subtitle D landfill permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse and dead animals for processing or final disposal.
- 1.17 "Garbage" – Any household solid waste material defined herein as Residential Solid Waste except (in all cases) any Prohibited Waste.
- 1.18 "Hazardous Waste" – Any waste or other item defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency or by federal or state Law. For purposes of this contract, the term Hazardous Waste also includes motor oil, batteries, gasoline, paint cans, rubber or other types of tires, and any household chemicals or containers of such chemicals.
- 1.19 "Infectious Medical Waste" – Solid or liquid waste that may contain pathogens such that exposure could result in an infectious disease. Such waste may include, but it not limited to, cultures and stocks of infectious agents, blood and blood products, pathological waste, contaminated carcasses, body parts and bedding of animals exposed to pathogens or used in medical research, all discarded sharps (e.g., hypodermic needles, syringes, pipettes, broken glass, and scalpel blades), and other waste deemed infectious by its generator (or so classified by the Georgia Department of Public Health or similar federal agency).
- 1.20 "Producer" – An occupant of a Residential Unit.
- 1.21 "Prohibited Waste" – All Dead Animals, Construction Debris, Rubbish, Bulk Waste, Hazardous Waste, Infectious Medical Waste, Special Waste, Stable Matter, Yard Waste, or any other item not defined as Garbage.
- 1.22 "Residential Solid Waste" – All Garbage generated by a Producer and placed in Bags in the supplied Carts.
- 1.23 "Residential Recyclable Materials" - Recyclable Material include paper, cardboard, consumable plastics (i.e. milk jugs; but not items like water hoses that contain other material), and glass. Recyclables covered hereunder do not include hazardous waste, items contaminated with food waste, Garbage, Solid Waste, yard debris, bulk items (i.e. those items that must be disposed of at the Landfill).
- 1.24 "Residential Unit" – A dwelling within the political subdivision of the City occupied by a person or group of persons comprising not more than two families. Also, a condominium or apartment dwelling within the City limits, whether of single or multi-level construction, consisting of four or less contiguous or separate

single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a separate Residential Unit. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

- 1.24 “Special Waste” – Special Waste is a form of Prohibited Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:

- waste iron from a commercial or industrial activity;
- waste generated by an industrial process or a pollution control process;
- waste which may contain free liquids;
- waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA").

- 1.25 “Stable Matter” – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

- 1.26 “Yard Waste” – Any cuttings or trimmings from trees, shrubs, or lawns and similar yard waste materials, excluding tree limbs.

2.0 Scope of Work

The work under this Contract shall consist of the items contained in this Section 2.0, including provision by Contractor of all supervision, materials, equipment, labor, and other items necessary to complete that work in accordance with the terms thereof.

- 2.1 Basic Service: The follow service and parameters shall constitute “Basic Service” herein.

- A. *Curbside Solid Waste Collection Service*: Contractor shall provide curbside Cart collection services for the collection of Residential Solid Waste from each Residential Unit, one (1) time per week. Carts shall be placed at curbside by 6:30 a.m. on the designated collection day. Bag collection (i.e.,

Bags outside of Carts) is not included in this Contract. Missed service shall be recovered within 24 business hours after notice to the Company by the City. If the recovery deadline falls on a weekend or holiday, the deadline shall be the following business day.

- (1) Cart Location and Specifications: Each Cart shall be placed at curbside for collection. Curbside refers to the "Curb" that is the portion of right-of-way adjacent to paved or traveled public roadways (including alleys) along established mail routes. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any Cart not so placed or any Garbage not in a Cart.
- (2) Items Excluded From Collection: Contractor is not required to collect any Rubbish, Hazardous Waste, Infectious Medical Waste, Dead Animals, Construction Debris, Stable Matter, Yard Waste, or other Prohibited Waste including, but not limited to liquid paint, appliances, heavy furniture, regulated medical waste, trees, brush, construction and demolition material, dirt, rock, concrete, brick, any waste not defined as Municipal Solid Waste herein, or any other waste which cannot lawfully be disposed of at a Subtitle D landfill without special treatment or handling; nor shall the Company be required to collect, transport, dispose of or otherwise handle any Municipal Solid Waste that is mixed with any of the foregoing excluded wastes.

- B. *Mandatory Backdoor Service*: The Company will provide backdoor or on-premises service at the same current rate as curbside pick-up for Residential Units that are currently served by backdoor or on-premise service or where such service is not otherwise mandated or required by covenants or restrictions applicable to said property (provided further that all residents of such dwelling are disabled or physically unable to place their garbage at curbside per ADA considerations as stated in RFP). Such customers shall store garbage in Carts. There are currently ____ residents that receive backdoor service. All requests for this service shall be made to the City who shall inspect and certify to the Company the name and address of each customer so certified by the City.
- C. *Bulk Waste & Yard Waste*: The Company shall provide weekly Bulk Waste & Yard Waste collection services from the curb of each Residential Unit.

2.2 Rates — Basic Service:

- A. Service rates shall be \$21.01 per month for the Basic Service provided above for Residential Solid Waste Service of one (1) Cart per Residential Unit and the weekly collection of Bulk Waste & Yard Waste. Each additional Cart shall be \$15.00 per month, up to a limit of three (3) Carts per Residential Unit.
- B. Contractor reserves the right to negotiate with residents for additional services not specifically addressed in this Agreement, including but not limited to elective backdoor service, or commercial-sized dumpsters, roll off containers, etc. that are not available through use of the Carts provided to each Residential Unit, on agreed-upon pricing for such additional service.
- C. *Rate Adjustments.* Subject to Section 6, the service rates payable to the Contractor for the second and subsequent years of the term or terms hereof shall be adjusted to reflect changes in the cost of doing business, which adjustment shall become automatically effective on the first day following the annual anniversary of the service commencement date.

2.3 Residential Recycling Service: The Company shall provide three (3) roll off dumpsters at a location chosen by the City for collection of Residential Recyclable Materials. The Company shall collect and haul the Residential Recyclable Materials to a facility authorized to collect such material as selected by the Company. Service shall be provide on an on-call basis when requested by the City at a rate equal to \$125 per container per haul for cardboard and plastic material, and glass will be hauled at no charge to the City.

2.4 Storms and Other Disasters: The work under this Contract does not include the collection and disposal of any increased volume resulting from storms, other inclement weather, or Acts of God, such as floods, hurricanes, or other natural disasters (“Disasters”). The parties understand and agree that, in the event of a storm, other inclement weather, or any unforeseen event resulting in excessive amounts of storm debris (including materials that might otherwise be classified as Yard Waste) or other similar materials, the collection and disposal of such materials must be governed by a separate, written agreement to be negotiated by the parties. Following any such Disasters, the City and Contractor will negotiate the payment to be made to Contractor for any collection services for such increased volume. Further, if the City and Contractor reach such agreement then the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.

2.5 Newly Developed and Annexed Areas: The Company will, within thirty (30) days of receipt of written notification by the City, provide the Services at the same

frequency and quality required by this Contract to newly annexed areas. As vacant areas within the existing Service Area are developed and occupied, the Company shall, after proper notification from the City, provide the Services as required by this Contract on the next scheduled day of collection following notification.

- 2.6 County Solid Waste Collection Services: The Contractor shall provide Solid Waste collection services for County facilities. The Rates and Service for each County Facility are provided below:

	Site Name	Site Address	Service	Rate
1	CEMETARY	111 HIGH ST	(1) 8YD 1X PER WK	No Charge
2	WATER TREATMENT PLANT	624 W MAIN ST	(1) 4YD 1X PER WK	No Charge
3	WATER TREATMENT PLANT	624 W MAIN ST	(1) 2YD 1X PER WK	No Charge
4	CITY OF HOGANSVILLE	108 HIGHTOWER RD	30YD RO 1X EOW	Dump & Return - \$150.00
				Trip Charge - \$75.00
				C&D (TONS) - \$42.00 per ton
				MSW (Trash) - \$42.00 per ton
5	MAINTENANCE DEPARTMENT	117 LINCOLN ST	30YD RO 1X EOW	Dump & Return - \$150.00
				Trip Charge - \$75.00
				C&D (TONS) - \$42.00 per ton
				MSW (Trash) - \$42.00 per ton
6	POLICE DEPARTMENT	119 LINCOLN ST	(1) 8YD 1X PER WK	No Charge
7	POLICE DEPT	117 LINCOLN ST	30YD RO 1X EOW	Dump & Return - \$150.00
				Trip Charge - \$75.00
				C&D (TONS) - \$42.00 per ton
				MSW (Trash) - \$42.00 per ton

3.0 Exclusivity

- 3.1 Exclusive Right: The City grants to Contractor the exclusive right to collect all Residential Solid Waste, Bulk Waste, and Residential Recyclable Material generated by Residential Units located within the City boundaries.
- 3.2 Start Up: Prio to commencement of the Basic Services, the City shall provide Contractor with information needed to service residents at the curbside or backdoor (*if applicable*). At the start of the Contract the Contractor shall provide the City with a map showing a detailed schedule of pickup for each applicable unit.
- 3.3 Number of Pickups: The Contractor shall pick up Residential Solid Waste and Bulk Waste from each Residential Unit one (1) day per week. Pickups shall take place Monday through Friday unless affected by holidays or unavoidable Disasters.

4.0 Payment to Contractor

- 4.1 Monthly Billing: City is responsible for billing and collections under this Contract.
- 4.2 Payment Due Date: City shall pay the Contractor within 30 days of the end of the month service was provided as stated on an invoice to be sent to the City each month.
- 4.3 Service Interruption. Continued failure to make full payment by the payment due date for no fault of Contractor may result in interruption of service until payment is made, upon 30 days written notice to the City of such temporary interruption of service. Contractor may charge the City \$5.00 per cart for both pick-up and re-delivery, if applicable, of Carts upon cancellation or suspension of service for non-payment to the City by the residents.

5.0 Service Specifications

- 5.1 Routes. Residential Solid Waste routes are only required on City maintained roads. Any private road or driveway pick up is discouraged. Any private property damage from such actions shall be the liability of the Contractor. All residents living off City maintained roads must bring their Residential Solid Waste to the road unless arrangements have been made by the resident with the Contractor to use private or alternative routes agreeable to both parties.
- 5.2 Pick Up Times. Contractor must conduct waste collection no earlier than 6:30 a.m. and no later than 9:00 p.m. Monday through Friday, and Saturday during holiday weeks. Under special emergency circumstances weekend or after hours pick up may be authorized by the City.

5.3 Holidays. Recognized holidays for which service may be delayed include:

New Year's Day Memorial Day Independence Day MLK Day

Labor Day Thanksgiving Day Christmas Day

Holidays that fall on a scheduled route day will be serviced the following day. During holiday weeks, service days following the holiday will be serviced one day later, or "rolled" to the next day. For example: Memorial Day is recognized on a Monday every year. That Monday service day will be serviced on Tuesday. That week's remaining service days will be rolled forward one day with Tuesday being serviced on Wednesday, Wednesday on Thursday, Thursday on Friday, and Friday on Saturday. This schedule will be consistent for all holiday weeks. Holidays that fall on a weekend will not affect the service schedule. Contractor may make up holidays with Saturday pick up.

5.4 Communication: The Contractor shall maintain adequate customer service personnel to answer calls from customers regarding possible missed pickups or other potential problems. Contractor shall provide to all customers a local or toll-free telephone number available for such calls, and be available to answer calls Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.

5.5 Collection of Material: Material to be collected by Contractor must be placed at the point of collection before 6:30 a.m. on the scheduled service day.

5.6 Equipment: Equipment to be used in the collection of residential garbage shall be in such condition that the schedule of collection can be maintained to the satisfaction of the City or its designee. The type of equipment utilized shall be in the discretion of the Company as appropriate for its intended use. In this case, the Contractor intends on using ASL equipment for curbside collection of Residential Solid Waste. Ingress and egress on City streets and resident driveways and property shall be suitable to support the weight and size of the trucks and equipment used by Contractor to provide the collection services either at the curb or backdoor service all as contemplated herein. Residents obtaining backdoor service, if any, shall waive and release any claims against the City or Contractor for alleged damage due to Contractor's equipment when they sign up for backdoor service with the City, unless such damage is caused by the negligent or willful acts of Contractor.

5.7 Workmen's Compensation: Workmen's Compensation Insurance coverage in compliance with Georgia law and Social Security Acts, as amended, is deemed a required part of this contract.

5.8 Licenses and Permits: The Contractor shall obtain and maintain all licenses and permits required by the City and the State of Georgia during the Contract Term.

- 5.9 **Nondiscrimination:** The Contractor shall have and enforce a nondiscrimination policy with regards to race, sex, age, creed, color, religion or national origin. A copy of said policy shall be available for inspection upon request by the City.
- 5.10 **Indemnification and Insurance:** The Contractor shall indemnify and hold harmless the City and all its executives, representatives, officers, agents, employees, successors, and assigns, jointly and severally of and from any and all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons, or property, by reason of act, omission, neglect or misconduct by the Contractor or its employees in the performance of its duties under this contract. In addition, under this Contract the Contractor shall carry comprehensive bodily injury and property damage liability insurance covering not only the Contractor but also the City, its agents, servants, and employees, limits of which shall not be less than:

<u>Type of Coverage</u>	<u>Applicable Limits</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000/occurrence
Bodily Injury Liability (other than Automobile)	\$1,000,000/occurrence
Property Damage Liability (other than Automobile)	\$1,000,000/occurrence
Automobile Bodily Injury and Property Damage Liability	\$1,000,000/occurrence
Excess Umbrella Liability	\$5,000,000/occurrence

- 5.11 Proof of Insurance. Upon the execution of the Contract, Contractor shall furnish the City satisfactory proof of the insurance required herein with an insurance company acceptable to the City, and the City shall be named as an additional insured in such insurance policies.
- 5.12 Survival of Claims. The City and Contractor agree that the protections provided in this Contract shall survive beyond the Contract in the event that either party must seek such protections after the Contract has expired.
- 5.13 Liability of Contractor: Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City. However, Contractor shall be liable for any suits, actions, legal proceedings, claims, demands, costs, or other expenses arising from Contractor's operations in connection with this contract.
- 5.14 Term of Contract: This Contract shall remain in force during the Contract Term.
- 5.15 Independent Contractor: Notwithstanding its relation to the City under the terms of this Contract, it is understood and agreed that the Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the City.
- 5.16 Transferability. Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the consent of the City to an affiliate of Contractor, to any person or entity that purchases any operations from Contractor, or as a collateral assignment to any lender to Contractor or any of its affiliates. Upon an assignment, the assignee shall assume the Contractor's liability.
- 5.17 Title to Waste: The Company shall accept title to any Residential Solid Waste and other wastes collected pursuant to this contract upon collection and placement into the Company's collection vehicles except for Hazardous Waste and other wastes excluded by this Contract. Title to and liability for Hazardous Waste and any other wastes excluded by this Contract shall remain with the City and/or its residents or businesses. All such waste to which the Company acquires title shall be the responsibility of the Company until it is properly disposed of.
- 5.18 Amendments: This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified, as allowed for by law, only by written agreement signed by both parties.
- 5.19 Force Majeure: Neither party shall be liable to the other party for failure or delay in the performance of any obligation under this Agreement for the time and to the extent such failure or delay is caused by reason of acts of God or other cause beyond its reasonable control, including any act of war, riot, terrorist attack, interruption of transportation, pandemic, strike or other labor trouble, earthquake, closure of permitted disposal facilities,

or similar event or occurrence (collectively, "Force Majeure Events"). The party subject to such event of force majeure shall give prompt notice to the other party of such event, its projected time frame (which may be updated periodically as appropriate), and efforts used or to be used to eliminate or mitigate the effects of such event, if applicable. Except as otherwise set forth herein, the parties agree to use commercially reasonable efforts to minimize or eliminate the effects of any such event of force majeure as promptly as practicable.

- 5.20 Notice: Any correspondence regarding the Contract shall be communicated to the individuals and contact information provided below:

City of Hogansville:

Lisa Kelly, City Manager

111 High Street

Hogansville, GA 30230

Lisa.kelly@cityofhogansville.org

w/ Copy to: _____@cityofhogansville.org

Amwaste of Georgia, LLC:

Dir. of Public Sector

38 Railroad Ave., Suite B

Forsyth, GA 31029

mrenova@amwasteusa.com

w/ Copy to: legal@amwasteusa.com

- 5.21 Default and Remedy. Except to the extent caused by a Force Majeure event or the City's fault, if the Contractor shall default in the performance of any of the terms or conditions of this Contract, they shall have ten (10) days after delivery and receipt of written notice of such default within which to cure such default. Upon a failure to cure default within such period of time, unless excused or extended by the City upon proof of Contractor's immediate initiation and diligent pursuit of reasonable action cure such default, the City shall have the right with five (5) days prior written notice to Contractor to terminate this Contract.

6.0 Rate Increases

- 6.1 Rate Adjustments. The rates listed above are inclusive of current disposal and current transportation costs, which are subject to increase as set forth below. Therefore, as provided in Section 2.2 above, the service rates payable to the Contractor for the second and subsequent years of the term or terms hereof shall be adjusted annually to reflect changes in the cost of doing business. The following rate increases shall become automatically effective on the first day following the annual anniversary of the Contract Date.
- 6.2 Consumer Price Index Adjustments. Rate increases may be adjusted annually by the same percentage as the applicable Consumer Price Index ("CPI") (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. Town Average, all Urban Consumers, for Water and Sewer and Trash Collection, Not Seasonally Adjusted, Base Period December 1983+100) shall have increased or decreased during the preceding twelve months. The base CPI shall mean the CPI published as of the Contract Date.

- 6.3 Unforeseen Changes or Costs: In addition to the foregoing, Contractor shall be entitled to an increase in rates to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Contractor shall also be entitled to an increase in rates to offset any increase in transportation costs, including but not limited to, increases in the cost of fuel and petrochemicals, for whatever reason. The Contractor also shall be entitled to an increase in rates to offset any increased costs associated with longer haul distance if the Town designates an alternate landfill for disposal. Documentation of such increases shall be submitted to the Town at its request. In addition, in the event the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of the materials contemplated herein, such tax or surcharge shall be the responsibility of the Town to be paid along with Contractor's normal monthly compensation.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its duly authorized officers this ____ day of September, 2026.

CITY OF HOGANSVILLE, GEORGIA

By: _____

Jake Ayers, Mayor

Approval Date: _____

ATTEST:

Name: LeAnn LeHigh

Title: City Clerk

AMWASTE OF GEORGIA, LLC

By: _____

Brandon Weems,

VP of GA Collection Operations

ATTEST:

Name: Amanda Renova

Title: Director of Public Sector