

CITY OF LOCUST GROVE

WORKSHOP MEETING AGENDA

MONDAY, SEPTEMBER 21, 2020 – 6:00 P.M.

PUBLIC SAFETY BUILDING – 3640 HIGHWAY 42 S.
LOCUST GROVE, GA 30248

CALL TO ORDER Mayor Robert Price

INVOCATION Community Development Director Daunte' Gibbs

PLEDGE OF ALLEGIANCE Councilman Shearouse

APPROVAL OF THE AGENDA (Action Needed)

PUBLIC COMMENTS/PRESENTATIONS None

PUBLIC HEARING ITEMS 3 Items

1. A hearing to amend Title 17, Chapter 17.04.055, PR-5 (Urban Infill/Active Adult Planned Residential) of the City of Locust Grove Code of Ordinances, which provides for zoning regulations; to provide for conditional uses for senior adult housing and age targeted and continuum of care developments.
2. A hearing to rezone 21.9 +/- acres located at 162 Indian Creek Road (Parcel ID-129-01047000 & 129-01046005) in LL 168 of the 2nd district.
3. A hearing requesting a conditional use for a senior housing development for property located at 162 Indian Creek Road (Parcel ID - 129-01047000 & 129-01046005) in Land Lot 168 of the 2nd District.

NEW BUSINESS/ACTION ITEMS..... None (unless added from update items below)

CITY OPERATIONS REPORTS / WORKSHOP DISCUSSION ITEMS (No Actions Needed unless added to New Business)

Main Street Operations (Monthly Update Report)..... Anna Ogg, Main Street Manager

Public Safety Operations (Monthly Update Report)..... Chief Jesse Patton

- Blue Line Systems – Photo Speed Enforcement Program – Agreement Update

Public Works Operations (Monthly Update Report) Director Jack Rose

Administration (Monthly Update Report).....Bert Foster, Assistant City Manager

Community Development Operations (Monthly Update Report)... Daunté Gibbs, Community Development Director

ARCHITECTURAL REVIEW BOARD (ARB) (Review and Comment Portion Only, Approve at next regular meeting) ..None

CITY MANAGER'S COMMENTS (Update of Activities)..... Tim Young

- Water Tank Maintenance – Renewal of service contract with American Tank Maintenance (Discussion Only)
- FY 2021 Operating and Capital Improvements Budget – (Discussion Only)
- Sanitation Contract – Advanced Disposal - Update

MAYOR'S COMMENTS Mayor Robert Price

EXECUTIVE SESSION – If needed, for property acquisition, personnel, and/or litigation

ADJOURN -

ADA Compliance: Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons.

Public Comment may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS prior to the beginning of the meeting with the City Clerk via e-mail at mspurlina@locustgrove-ga.gov.

POSTED AT CITY HALL– September 16, 2020 at 16:30



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance to amend Title 17, Chapter 17.04.055, PR-5 (Urban Infill/Active Adult Planned Residential) of the City of Locust Grove Code of Ordinances, which provides for zoning regulations; to provide for conditional uses for senior adult housing and age targeted and continuum of care developments.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: September 2, 2020

Budget Item: No

Date Received: June 24, 2020

Workshop Date: September 21, 2020

Regular Meeting Date: October 5, 2020

Discussion:

An ordinance amendment to the provide additional clarification to the PR-5 zoning ordinance, to amend reference to certain development standards, and repeal inconsistent provisions.

Recommendation:

Staff recommends APPROVAL.

 ... in The Grove

ORDINANCE NO. _____

TO AMEND TITLE 17, CHAPTER 17.04.055 PR-5 (URBAN INFILL/ACTIVE ADULT PLANNED RESIDENTIAL) OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO PROVIDE FOR CONDITIONAL USES FOR SENIOR ADULT HOUSING AND AGE TARGETED AND CONTINUUM OF CARE DEVELOPMENTS; TO AMEND FOR REFERENCE CERTAIN DEVELOPMENT STANDARDS; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Paragraph C of Section 17.04.055 entitled “Definitions” is hereby amended by inserting “Senior Adult Housing” thereof the following:

“Senior Adult Housing” is defined as: housing that is suitable for the needs of an aging population ranging from independent living to 24-hour care, emphasizing safety, accessibility, adaptability, and longevity. The age for residency shall be 55 years and older.

Senior adult housing may be allowed in the PR-5 zoning district provided that at minimum the following restrictions apply. Final plats and all required construction documents shall include a notation specifying “Age-Restricted Adult Housing”:

A. Unit type allowed:

1. Only multifamily, townhouse, and condo style units may be allowed in the PR-5 zoning district.

B. The development shall have a minimum of twenty (20) dwelling units.

C. The maximum net density shall not exceed 12 du/acre.

D. At least ten (10) percent of the gross site area shall be open space. The open space shall provide amenities such as pathways, seating areas, and recreation areas for residents. The open space shall be protective of natural features.

E. At least one (1) on-site community building or interior community space shall be provided.

¹ Georgia Accessibility Code Section 120-3-20:54

F. For phased developments; open space, recreational facilities, and other accessory facilities shall be provided in each phase to meet the requirements as stated herein of the residents of each phase. The developer shall provide a schedule for the installation of facilities at the time of the first permit approval.

G. At the time of the first permit application, the developer shall establish how the age restrictions will be implemented and maintained over time. If the development is anything other than a rental community under single ownership, a common entity such as a condominium association or a homeowners association shall be established to maintain and enforce the age restrictions in addition to the county enforcement of zoning regulations.

H. All open space, common areas, and related improvements shall be fully accessible and shall be managed and maintained by the owner of the development or a common entity such as a condominium association, or a homeowners association.

I. Any structure within the development may be fully accessible; however, the minimum standards of this section shall be met. The development shall incorporate universal design features as follows. The application shall include descriptions of the universal design features of proposed dwellings to demonstrate their appropriateness for the age-restricted population. The material submitted shall indicate how universal design features will be used to make individual dwellings adaptable to persons with mobility, sensory, or otherwise functional limitations; and how the design will provide accessible routes between parking areas, sidewalks, front door of the dwelling units, and common areas. These routes shall be a minimum of ten (10) feet in width, allowing mobility-enhancing devices to meet and pass safely.¹

1. "No-step" (maximum vertical floor level change of one-quarter ($\frac{1}{4}$) inch, except where a tapered threshold is used which has a maximum height of one-half ($\frac{1}{2}$) inch) access to the front door entrance to all dwelling units and community buildings is required. If a no-step front entrance is not feasible, an alternate no-step walkway to the front floor may be approved.¹

2. A minimum thirty-six-inch wide front door with exterior lighting at the entrance is required. Exterior doors shall be provided with an artificial light source located in the immediate vicinity of the exterior door. The illumination of the exterior light shall be controlled from inside the dwelling except for lights that are continuously illuminated or automatically controlled.¹

3. All interior doorways must have a minimum of thirty-two-inch clear width in the open position typically a thirty-six-inch door.¹

4. A thirty-six-inch fully accessible route must connect throughout the floor served by the front door of the dwelling unit. The maximum vertical floor level change is one-quarter ($\frac{1}{4}$) inch, except where a tapered threshold is used which has a maximum height of one-half ($\frac{1}{2}$) inch.¹

5. A complete living area including, but not limited to, kitchen, master bedroom, and bathroom shall be located on the floor served by the front door of the dwelling unit.¹

6. Lever handles are required on all interior and exterior doors.¹

7. Clear floor space of thirty (30) inches by forty-eight (48) inches shall be provided and centered on each appliance and fixture in the kitchen. Floor space can overlap.¹

8. Walls shall be reinforced (blocked) to allow for the later installation of grab bars around the toilet, tub, and shower stall; and of wall-hung bench shower seat.¹

9. Maneuvering space shall be provided within the bathroom to permit a person using a mobility aid to enter the room, close the door, and reopen the door with a clear floor space of thirty (30) inches by forty-eight (48) inches. Clear floor space of thirty (30) inches by forty-eight (48) inches shall be provided and centered on each fixture in the bathroom. Floor space can overlap.¹

10. Wall-mounted electrical outlets, light switches, and environmental controls shall be mounted for a reaching range of a minimum of fifteen (15) inches to a maximum of forty-eight (48) inches above the floor. Such wall-mounted devices shall be of a contrasting color with the wall.¹

SECTION 2. Paragraph F of Section 17.04.055 entitled “Conditional Uses” is hereby amended by deleting subparagraph (6) and replacing thereof with the following:

(6) Senior adult housing on not more than 25 acres when located in the Locust Grove Town Center LCI Area that provides independent living facilities, constructed in a manner that is compliant with accessibility requirements, for residents aged 55 years and older¹.

SECTION 3. Codification. This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SECTION 4. Severability.

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality, or

unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

SECTION 5. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 5th day of October 2020.

Robert S. Price, Mayor

ATTEST:

Misty Spurling, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 18-05-025

TO AMEND TITLE 17, CHAPTER 17.04 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO PROVIDE FOR CONDITIONAL USES FOR HOUSING FOR OLDER PERSONS AND CONTINUUM OF CARE HOUSING FOR SENIORS; TO AMEND FOR REFERENCE CERTAIN DEVELOPMENT STANDARDS; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1, Paragraph C of Section 17.04.055 entitled "Definitions" is hereby amended by inserting after the definition of "Façade" thereof the following:

"Housing for Older Persons" is defined as housing (1) intended for and solely occupied by persons 62 years of age or older; or, (2) intended and operated for occupancy by persons 55 years of age or older. The facility or community must satisfy the following requirements:

- **At least 80 percent of the units must have at least one occupant who is 55 years of age or older; and**
- **The facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and**
- **The facility or community must comply with Housing and Urban Development (HUD) requirements for age verification of residents.**

All new multifamily buildings with greater than four units must meet the following requirements for accessibility:

- **Public and common use areas must be accessible to persons with disabilities**
- **All doors and hallways must be wide enough for wheelchairs**
- **All units must have:**
 - **An accessible route into and through the unit**
 - **Accessible light switches, electrical outlets, thermostats and other environmental controls**
 - **Reinforced bathroom walls to allow for later installation of grab bars, and**
 - **Kitchens and bathrooms that can be used by people in wheelchairs**

SECTION 2, Paragraph F of Section 17.04.055 entitled "Conditional Uses" is hereby amended by inserting subparagraphs (5) and (6) and inserting thereof the following:

(5) Multiple family residential dwellings of not more than a total of 80 units when developed on a tract of 10 acres or more restricted only to Housing for Older Persons and contained within a structure or structures with elevator access and interior corridors as well as other amenities suited for a senior housing development. Said facilities shall be located within the Locust Grove Town Center LCI Area.

(6) Continuum of Care Housing for Senior and Older Persons, including a mixture of detached, attached, multiple family dwellings as well as transitional nursing and elder care facilities on tracts of not more than 25 acres when located in the Locust Grove Town Center LCI Area.

SECTION 3. Subparagraph 2 of Paragraph H of Section 17.04.055 entitled "PR-5 Development Plan Standards" is hereby amended by striking item "(k)" in its entirety and inserting in lieu thereof the following:

(k) Development-specific architectural design criteria (if proposed if different from Section 17.04.055 H.3.(o));

SECTION 4. Codification. This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SECTION 5. Severability.

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

SECTION 6. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 21st day of May, 2018.



Robert S. Price, Mayor

ATTEST:



Jennifer Adkins, Assistant City Clerk
(Seal)

ORDINANCE NO. 17-09-040

TO AMEND TITLE 17, CHAPTER 17.04 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO CREATE SECTION 17.04.055 ENTITLED "PR-5 URBAN INFILL/ACTIVE ADULT PLANNED RESIDENTIAL DISTRICT"; TO PROVIDE FOR REGULATIONS AND STANDARDS FOR DEVELOPMENT WITHIN HIGHER DENSITY RESIDENTIAL LOTS WHERE APPROPRIATE ON THE COMPREHENSIVE PLAN; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Chapter 17.04 is hereby amended by creating new Section 17.04.055 entitled "PR-5 Urban infill/active adult planned residential district"

SECTION 2. Chapter 17.04 Section 17.04.055 is hereby amended by inserting thereof the following:

Section 17.04.055

PR-5 Urban infill/active adult planned residential district.

A. Purpose. It shall be the purpose of this PR-5 district to provide residential dwellings for active adults as provided for by HUD or in certain infill locations within higher-density areas of the city on tracts served by adequate public water and public sewer facilities and shall have access onto a major arterial street, a minor arterial street, or a collector street. In addition, the purposes of the PR-5 district:

- (1) Allow one or more properties to be planned as a unit with development standards tailored to the site;
- (2) Provide maximum flexibility and diversification of lot sizes and architectural styles in the development of the property;
- (3) Maintain consistency with the Henry County/ Cities Joint Comprehensive Development Plan and all subsequent amendments and updates;
- (4) Fulfill the goals and objectives of any Livable Centers Initiative plan and all subsequent amendments and updates;
- (5) Provide for innovative infill within areas of the inner city: Historic Downtown, Mixed Historic District, HPDO boundaries;
- (6) Provide housing for older persons 55 years in age and older in accordance with Housing and Urban Development standards for lifestyle housing, recreation and amenities;
- (7) Protect the integrity and character of residential uses in the city;
- (8) Encourage efficient use of land in areas outside of watershed protection areas and allow for preservation of certain sensitive environmental and cultural resources such as open space areas, wetlands, and topographic features;
- (9) Provide for effective development and use of public facilities and services for the site;
- (10) Encourage use of design features to achieve development that is compatible with the area; and

(11) Allow for creative and imaginative design that will promote amenities beyond those expected in conventional developments.

B. Applicability The provisions of this section are applicable to property upon designation of the site as a PR-5 planned residential development by the Mayor and City Council under Articles XV and XVI of this Chapter.

- (1) A PR-5 planned residential development (PR-5) is established by rezoning the property and adoption of adopting a development plan. The development plan establishes regulations for the use, development, improvement and maintenance of the property, and must be adopted in accordance with Sections 17.04.291 through 17.04.320.
- (2) The PR-5 development plan shall be the zoning control document for features depicted both graphically and in text or figures. The development plan establishes the site area; lot layout; street layout, including typical street sections; on street and off-street parking including landscape parking; pedestrian facilities; open space areas; number of residential units by type; square footage of residential units; preliminary landscaping plan, development regulations; architectural standards; phasing plan, if applicable; statement regarding consistency with the comprehensive plan and all other applicable City land use plans; traffic study; other information necessary for the substantive and environmental review of the proposed project; and any other information deemed necessary by the community development director. If the approval by the City Council differs, in any way, from what is depicted on the site plan submitted for the purpose of seeking rezoning, a revised plan must be certified by the Community Development Director before development related permits may be issued

C. Definitions. For purposes of this Section, the following terms shall have the meaning prescribed, unless the context clearly indicates otherwise:

"Amenities" shall mean the area(s) set aside for active and passive recreation for the residents inside the development (or for the general public) according to the standards set forth herein. Recreation areas may include passive areas, such as trails, picnic areas, or parks with landscaping providing no facilities for active sports; and active areas with ball fields, soccer facilities, swimming areas, and other facilities for sports activities.

"City" shall mean the city of Locust Grove or its designee.

"Classification" shall mean the PR-5 district referred to herein.

"County" shall mean Henry County or its designee.

"Façade" shall mean an exterior wall, or face, of a building. The front façade of a building contains the building's main entrance, the rear façade is the building's rear exterior wall, and the side façades are a building's side exterior walls. The term façade shall not apply to eaves, soffits and gables unless otherwise noted herein.

"Impervious cover" or "impervious surface" shall mean any roads, driveways, parking areas, buildings, swimming pools, concrete, pavement, rooftop landscapes and other impermeable construction covering the natural land surface which impedes the free passage of water, air, or nutrients through the soil to the natural watershed aquifer, or water zone located below

the surface. Except as otherwise provided in this Section, impervious cover is total horizontal area of covered spaces, paved areas, walkways and driveways in a proposed development. Impervious cover excludes ponds and areas with gravel placed over covered surfaces that are used only landscaping or by pedestrians. For an uncovered wood deck that has drainage spaces between the deck boards and that is located over a pervious surface, fifty percent (50%) of the horizontal area of the deck is included in the measurement of impervious cover.

"Infill development" shall mean the development of vacant or underutilized lots within areas central to the historic core of the City of Locust Grove, or near areas of historical residential, existing higher-density residential, commercial or industrial activities. For purposes of illustration, areas within the HPDO zoning district overlay, the Mixed Historic Neighborhood, the Central Business District, and the Locust Grove Town Center LCI Study Area are locations likely for infill development.

"Maximum allowable net density" shall mean the total number of dwelling units or housing structures per net useable acre. The maximum allowable net density shall not exceed the density established by this Section as applicable law.

"Net useable acre" (n.u.a.) shall mean an acre of land which residential structures may be built but exclusive of streets, right of ways; 100-year flood plains or flood hazard areas; detention or retention ponds; land used solely for commercial, office, institutional, or industrial uses, and public lands. Basements for drainage, sanitary sewer, etc. shall not be excluded from a net useable acre.

"Open space" shall mean land within or related to a development, not individually owned or dedicated for public use, which is designed and intended for the common ownership and use by the residents of the developments and may include complementary structures and improvements as are necessary and appropriate for recreation or other complementary activities. Acreage within the 100-year flood plain and wetlands under common ownership shall also be included in open space.

"Owner" shall mean all parties applying for rezoning, including but not limited to the property owner and his agents or assigns.

"PR-5 development plan" shall mean a written and graphic submission for a development in this district which represents a tract of land; proposed subdivision; lot layout; the location and bulk of structures; density of development; streets, sidewalks, and multiuse paths; architectural design for structuring and signs parking facilities; common recreation areas, amenities, and open space; public facilities; impervious cover; and all conditions, covenants, and restrictions relating to use thereof.

"Residential parking garage" shall mean an enclosed structure attached to or part of the principal dwelling used for housing at least two (2) vehicles and has the following minimum dimensions: vehicular entrance height, seven feet (7') interior height, nine feet (9'); vehicular entrance width, sixteen feet (16') and overall garage width and depth, twenty feet (20'). The floor shall be constructed of concrete. Concrete floors shall be reinforced, where appropriate and a minimum of four inches (4") in thickness with appropriate fill and base.

Where residential parking garages are constructed, such structures shall not be enclosed for living space, storage purposes or any other purpose without first obtaining a variance from the City and constructing an attached residential parking garage.

"Streets" shall include land between the right-of-way lines; whether improved or unimproved, and may comprise pavement, shoulders, curb and gutters, sidewalks, drainage ditches and structures and other areas within the street right-of-way lines. Streets shall be classified as follows:

1. **Expressway.** The expressway system includes high volume limited access thoroughfares through the City, the county and region beyond. These include I-75 and S.R. 42.
2. **Major arterial.** An arterial street which is designed or intended for moderate to high levels of traffic flow for the City, the county, and region beyond and is designated on the future thoroughfare plan in the Henry County/Cities Joint Comprehensive Development Plan, and also includes the state and federal highway system for the City and county.
3. **Minor arterial.** An arterial street similar in function to a major arterial but which is intended to provide moderate levels of traffic flow and greater access to abutting properties. Minor arterials serve as traffic feeders to major arterials and for cross-country and regional travel.
4. **Collector street.** A street which carries traffic from local streets to minor and major arterial streets, and may include the principal entrance of a development.
5. **Local street.** A street designed to provide access to adjoining properties within a subdivision or other development.

"Useable acre" shall mean an acre of land in development less any portion thereof located in the one-hundred-year floodplain.

"Water table" shall mean a masonry architectural feature that consists of a projecting course, applied at a consistent height that deflects water running down the face of a building away from lower courses or the foundation. The intent of water tables is to serve as an ornamental transition between façade materials.

In addition, all other definitions set forth in Chapter 17.04 and Chapter 3-7 of the Henry County Code of Ordinances are incorporated by reference to the extent they are not inconsistent with terms.

D. Permitted Uses. Those permitted uses common to all single-family residential districts.

E. Accessory Uses. Those accessory uses common to all single-family residential districts-

F. Conditional Uses – Upon application to, and recommendation by the Director of Community Development and a favorable decision thereon by the Mayor and Council, the following conditional uses are permitted in this district:

- (1) Those conditional uses common to all single-family residential districts.
- (2) Attached single-family residential dwellings not to exceed 4 attached units in any single structure.
- (3) Two-family residential dwellings on tracts less than 5 acres.
- (4) Multiple family residential dwellings on tracts less than 2 acres, unless part of a mixture of residential unit types within a PR-5.

G. Conditional Exceptions. Those conditional exceptions common to all single-family residential districts, with the exception of taxidermy, are permitted in this zoning district.

H. PR-5 Development Plan Standards. Except as otherwise provided for herein, the following regulations apply to the designated uses and development in the PR-5 district:

1. The development plan shall specify a phasing plan for all amenities to be provided within the development. The amenity phasing plan shall correspond with the overall development phasing schedule, and shall provide for the reasonable completion of amenities to maximize enjoyment by residents.
2. The following site development characteristics shall be determined and set in the approved plans for PR-5:
 - (a) Minimum lot area(s); Unless a conditional use otherwise allows, the minimum lot areas shall be those shown on the approved PR-5 development plan. The Mayor and Council can require greater lot areas as part of the development plan review, which must be depicted on the PR-5 development plan prior to zoning approval and issuance of any development or building permits.
 - (b) Minimum lot width(s); Unless a conditional use otherwise allows, the minimum lot widths shall be those shown on the approved PR-5 development plan. The Mayor and Council can require greater lot widths as part of the development plan review, which must be depicted on the PR-5 development plan prior to zoning approval and issuance of any development or building permits.
 - (c) Location(s) of yard(s) and setback(s); Unless a conditional use otherwise allows, the minimum front, side and rear yard setbacks and building separation requirements shall be those shown on the approved PR-5 development plan. The Mayor and Council can require greater lot yard setbacks and building separation requirements as part of the development plan review, which must be depicted on the PR-5 development plan prior to zoning approval and issuance of any development or building permits.
 - (d) Maximum structure height(s); Unless a conditional use otherwise allows, the maximum structure height shall be no greater than forty feet (40').
 - (e) Open space shall be provided with all PR-5 developments and open space shall be set by the development plan. The open space, complementary to the proposed design and lifestyle features of the proposed development, shall be reserved as

common open space that shall be designated for the recreational or leisurely use by residents as stated in Section 17.04.052 H.3.p.

- (f) Location of and specifications for site access and internal traffic circulation; and
- (g) Off-street and on-street parking needs and dimensions;
- (h) Internal traffic calming strategies, such as roundabouts, speed tables, chicanes or other acceptable measures;
- (i) Location, size, and/or amount of buffer yard(s), screening, landscaping, and tree save areas;
- (j) Layout of lots, streets, and any other infrastructure, including bicycle and pedestrian facilities, serving the PR-5 development;
- (k) Development-specific architectural design criteria (if proposed if different from Section 17.04.052 H.3.o.);
- (l) Location, size, and design of any permanent signage;
- (m) Any other site-specific prescription(s) deemed necessary for the development of the site, as proposed.

3. Projects shall meet the following design requirements:

- (a) A minimum of ten percent of the usable project area shall be permanently allocated to open space.
- (b) A portion of the required open space should be centrally located if possible within the development. Location and approximate size of the open space area shall be designated and approved by the Mayor and City Council as part of conceptual approval.
- (c) For developments under ten acres, the open space requirement may be satisfied by alternative means as established by this Section.
- (d) Stormwater infrastructure may not be counted toward the required open space, unless designed as part of a low-impact system that utilizes bio-swales and natural recharge areas.
- (e) Utility easements may not be counted toward the required open space, unless utilized as part of a common trail network or other amenity.
- (f) Specific architectural design criteria shall be adopted as part of the overall plan for the site.
- (g) Unless otherwise stated in an approved PR-5 development plan, the minimum heated floor area of 1,800 square feet for single-story dwelling units and 2,200 square feet for multi-story dwelling units.
- (h) Curb and Gutter are required unless specifically waived as part of an approved development plan where alternative stormwater treatment methods are used to achieve overall water quality improvement.
- (i) Paved driveways of adequate width for 2-car garage entry.
- (j) Sidewalks are required on both sides of the internal street network, comprised of concrete a minimum depth of four inches (4') and four feet (4') in width and located at least two feet (2') from the back side of the curb to provide a safety and buffer strip between the street. A multiuse path as described herein may be substituted for the sidewalk.
- (k) Streetlights are required with decorative fixtures (post-top or similar), LED cutoff fixture.
- (l) Underground utilities are required.
- (m) Residential parking garages are required, with maximum coverage of the front façade of any dwelling unit by the garage no greater than 55%. Use of side-loading garages were practical is encouraged;
- (n) Multiuse Paths shall be required in accordance with the standards below:

- i. **Multituse paths are required in all developments developed under the standards of this district. Such paths shall be constructed to connect each residential lot with all the amenity areas of the development and those commercial, office, and industrial areas inside and outside the development. Multituse paths may not be constructed in lieu of streets, nor may streets constitute any portion of multituse paths except where such paths cross over the width of a street. Multituse paths shall be a minimum of four (4) inches in depth, ten (10) feet in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet of the width of the path is solely for pedestrian use and the remaining portion of the width of the path may be used for bicycles and golf carts. Multituse paths shall be constructed of concrete, asphalt, semi-pervious material as approved by the City or a combination thereof. If semi-pervious material is used, it shall not be a loose material (wood chips, gravel, sand, or dirt), and it shall have a life span comparable to or better than that of asphalt.**
 - ii. **In addition, the landowner or developer shall extend the multituse path along the main right-of-way line of a street leading from the development to the nearest commercial area (or future commercial center as depicted on the Future Land Use Map), if development lies within one-quarter of a mile (0.25 mi.) of that commercial area. Upon application by the owner or developer, however, the City reserves the right to reduce, eliminate, or modify this requirement if: (i) the landowner or developer tenders to the City or its designee funds, equal to the amount which would be expended by the developer to design and construct the multituse path extension required under this subsection; (ii) the City or its designee confirm that the funds deposited will be used for design and construction of a multituse path benefiting the public at large, consistent with applicable law; (iii) the City or its designee accepts such funds and exercise the right to reduce, eliminate, or modify the multituse path requirement in this subsection in a manner and a degree acceptable to the landowner or developer; (iv) the City or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (v) all documents necessary to satisfy this section executed, subject to approval by the City Attorney as to form. In determining whether to reduce, eliminate, or modify the multituse path requirement under this subsection, the City or its designee shall consider whether doing so will promote public health, safety, and welfare by enabling the public at large to receive a higher quality multituse path in a more cost-efficient manner.**
- (o) **Residential Facades, Roof Design. Development within a PR-5 Planned Development shall adhere to the following standards unless otherwise approved by the Architectural Review Board.**
- i. ***Residential facades.* Within a development developed under these standards, structures shall be comprised of any combination of stone, brick, cement board on all exterior facades, with rear elevations of structures comprised of brick or stone to the gables or eaves where facade fronts along a public road. When a rear façade fronts along a public road where an earthen berm and/or masonry wall**

provides an effective screen, the Architectural Review Board may reduce or waive the brick or stone requirement. Front elevations shall be at least 50% brick or stone, with remaining elements consisting of cement fiberboard siding (i.e., HardiePlank and equivalent brands). All side elevations may consist of brick, stone and cement fiberboard siding with a minimum water table of brick or stone at a height of thirty inches (30") or greater. Use of stucco is strictly limited to exterior accents such as keystones, arches, and quoins unless otherwise approved by the Architectural Review Board, where stucco is hard-coat only. Any change in the mixture of architectural exterior materials, use of vinyl or aluminum siding shall not be permitted, other than for use in soffits and fascia boards, unless otherwise approved by the Architectural Review Board.

1.1 Roof Design. Typical roof styles of gable and hip roofs shall have a minimum pitch of 7:12 or greater above areas containing heated space. Use of other roof styles (mansard, gambrel, etc.) and/or the use of alternative exterior elevation materials shall require the review and approval of the Architectural Review Board.

(p) Incorporation of Amenities. All developments under this Section shall provide for amenities in accordance with this subparagraph. the PR-5 development plan. One or more of the following amenities is suggested as possible amenities for a PR-5 development; however, the final amenity provision shall be in accordance with the approved PR-5 development plan. Those noted with "AR" are preferred for Active Adult Residential

- A clubhouse of 1,200 minimum square feet (AR)
- A covered picnic pavilion with a minimum of 1,200 square feet under roof with picnic tables and community grills (2) (AR)
- A minimum sized adult pool of 20' x 40' (AR)
- A wading pool for children, in addition to the adult sized pool, consisting of a minimum of 200 sq. ft.
- A playground with minimum area of 60' by 120' with picnic table, benches and play equipment for multiple age groups.
- A pocket park with a minimum of 2,000 square feet with minimum frontage of 100 feet along one of the primary access streets within the development, with preference to frontage on two (2) residential streets with adequate landscaping, paved walkways, seating areas, trash receptacles and accessory structures such as gazebos or pergola. Siting should consider for location of required USPS Centralized Mail facility. (AR)
- Tennis Courts - one lighted and enclosed facility featuring a minimum of 2 playing courts. (AR)
- Walking Trails - at least 2,000 feet consisting of a paved asphalt or concrete surface, 4 feet in width. Multiuse paths can constitute walking trails so long as they are appropriately demarcated to designate that at least four feet (4') of the width is solely for pedestrian use. (AR)
- Community Garden of approximately 2,000 square feet with utility building and cinder walkways demarcating planting beds. (AR)
- A Baseball Field - (reg.) regulation size or (LL) little league size

- **A Softball Field - regulation size (adult)**
- **A Soccer Field regulation size**
- **A Multiuse Field - football and soccer**
- **A Multiuse Field -football and baseball**
- **A Lake with access by paved trails (AR)**
- **A regulation-size basketball court with two backboards, hoops, and net structures**
- **City-Provided Amenities.** Upon application by the owner or developer, however, the City reserves the right to reduce, eliminate, or modify this requirement if: (1) the landowner or developer tenders to the City or its designee funds, equal to the amount which would be expended by the developer to design and construct the amenities required under this subsection; (2) the City or its designee confirms that the funds deposited will be used for design and construction of amenities benefiting the public at large, consistent with applicable law; (3) the City or its designee accepts such funds and exercises the right to reduce, eliminate, or modify the amenities requirement in this subsection in a manner and to a degree acceptable to the landowner or developer; (4) the City or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (5) all documents necessary to satisfy this section are executed, subject to approval by the City Attorney as to form. In determining whether to reduce, eliminate, or modify the amenities requirement under this subsection, the City or its designee shall consider whether doing so will promote public health, safety, and welfare by enabling the public at large to receive higher quality amenities in a more cost-efficient manner than would be provided by the developer. Land that would have been necessary to construct the amenities shall be maintained as open space within the development.

- (q) **Water system: City or Henry County Water Authority water system required.**
- (r) **Sewerage system: Public Sanitary sewer required;**
- (s) **Landscape requirements. See the City of Locust Grove Landscaping Ordinance.**
- (t) **Vegetated buffers of a minimum width of 25 feet shall be maintained along a development's exterior boundaries unless otherwise approved on the PR-5 development plan as part of infill development.**
 - a. **Buffer shall be left undisturbed throughout development, unless otherwise required for enhancement with earthen berms or structural buffer walls or fencing.**
 - b. **Buffer may count as part of the required open space only if located outside of a building lot.**

I. Miscellaneous Provisions.

- (1) **Maximum allowable net density shall not exceed the stated density in dwelling units per net usable acre (du/ acre), on the PR-5 development plan.**

(2) **Impervious Cover Requirements.** The PR-5 development plan shall demonstrate that the development will comply with all impervious cover requirements set forth in the City Zoning Ordinance, Watershed District Ordinances, Wetland Ordinance, Soil Erosion and Sedimentation Control Ordinance, and Stormwater Runoff Ordinance, as applicable. Compliance with the impervious requirements shall be certified by a licensed surveyor, engineer or architect licensed in the State of Georgia.

(3) To the extent common areas, recreational facilities, and amenities are constructed by a landowner or developer pursuant to this ordinance, they shall ultimately be transferred to, owned by, and maintained by a mandatory property owner's association, as established in accordance with state law, and restrictive covenants and bylaws consistent with this requirement shall be recorded prior to receiving a building permit for any dwelling unit located in this classification.

(4) In the event of a conflict between this Ordinance and any other ordinance or development agreement provision, the terms of this Ordinance shall control.

(5) Failure to comply with any of the requirements set forth herein will entitle the City or its designee to suspend any and all permits issued concerning the development, including building permits, to issue a stop work order, and to take other measures designed to ensure compliance with this Section, to the extent provided by law.

(6) **Phased development:** Fifty percent (50%) of recreational facilities and amenities shall be constructed prior to issuance of certificates of occupancy for fifty percent (50%) of the houses. The remaining recreational facilities and amenities shall be completed prior to issuance of certificates of occupancy for eighty percent (80%) of the houses. A sworn certificate shall be submitted to the City or its designee prior to issuance of certificates of occupancy for eighty percent (80%) of the houses confirming compliance with this Section and all requirements imposed by the Locust Grove Watershed District ordinance.

J. PR-5 revisions.

- (1) **Minor changes.** Changes proposed in writing by the applicant that do not alter district boundaries and that involve revision of minor characteristics of a PR-5 development, such as reduction in residential density, increases in lot size, lot widths, or lot setbacks, relocation of driveways, minor facade details, drainage structures, number of required parking spaces, and other features that do not materially affect the approved plan concept or violate any other applicable regulations, may be considered by the Mayor and Council after staff review and recommendation.
- (2) **Major changes.** Changes proposed in writing by the applicant that alter district boundaries or that materially affect the characteristics or functionality of the PR-5 development, such as changes in the general layout of buildings and their environs on the site, changes to the district regulations, or landscaping shall be submitted under the provisions of Article XVI pertaining to zoning changes and ordinance amendments, and may be considered by the Mayor and City Council after staff's review and recommendation and holding a noticed public hearing consistent with that for rezoning. Increases to initially-approved residential density or less stringent architectural standards constitute major changes.
- (3) The City shall establish fees for revision applications.

SECTION 3. Codification. This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SECTION 4. Severability.

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.


SECTION 5. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 5 day of September, 2017.


Robert S. Pries, Mayor

ATTEST:


Misty Titshaw, City Clerk

(Seal)



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance to rezone 21.9 +/- acres located at 162 Indian Creek Road (Parcel ID - 129-01047000 & 129-01046005) in Land Lot 168 of the 2nd District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: September 2, 2020

Budget Item: No

Date Received: June 24, 2020

Workshop Date: September 21, 2020

Regular Meeting Date: October 5, 2020

Discussion:

David Russell, agent for Beverly J. Searles Foundation, of Roswell, GA (the "Applicant"), requests rezoning from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) for property located at 162 Indian Creek Road (Parcels 129-01047000 & 129-01046005) in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

Recommendation:

Staff recommends approval of the applicants rezoning request with the following conditions:

1. The property shall be development in accordance with the details illustrated and listed on the site plan submitted by Martin Riley Associates – Architects, P.C., dated July 2, 2020, as amended, and adopted by the Locust Grove City Council.
2. At the developer's expense, connection to water/sewer shall be provided with all necessary improvements.
3. The developer shall extend Palmetto Street, connecting Frances Ward Drive and Tanger Boulevard.
4. Cul-de-sac turnarounds shall be completed at the termination of Pearl Street and Sarasota Lane.
5. The intersection of Indian Creek Road and Frances Ward Drive shall be improved.
6. The development shall only be developed per the approval of Conditional Use case number: CU-20-07-02.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 21.9+/- ACRES LOCATED AT 162 INDIAN CREEK ROAD IN LAND LOT 168 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, Beverly J. Searles Foundation, of Roswell, GA (the “Applicant”), requests rezoning from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) for property located at 162 Indian Creek Road (Parcels 129-01047000 & 129-01046005) in land lot 168 of the 2nd District (the “Property), attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to rezone the Property on June 24, 2020 as shown in the application attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the Applicant filed a companion request for a Conditional Use; and,

WHEREAS, the Applicant’s request has been reviewed by the Mayor and City Council at a Public Hearing held on September 21, 2020 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Property be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) to develop a 238-unit Senior Housing Development; and,

WHEREAS, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Staff Report.

THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:

1.

- That the request for rezoning is hereby **APPROVED**.
- That the request for rezoning is hereby **DENIED**.

2.

That the use of the Property is subject to:

- The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.
- The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.
- If no **Exhibit D** is attached hereto, then the property is zoned without conditions.

3.

That, if the request is granted, the official zoning map for the City is hereby amended to reflect such zoning classification for the property.

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 5th day of October 2020.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

Property Information

Tax ID	129-01047000 & 129-01046005
Location/address	Land Lot 168 of the 2 nd District 162 Indian Creek Road
Parcel Size	21.9 +/- acres
Current Zoning	R-3 (Single Family Residential)
Request	Rezoning to PR-5 (Urban Infill/Active Adult Planned Residential)
Proposed Use	238-unit four story senior housing development
Existing Land Use	Vacant
Future Land Use	Mixed Historic Neighborhood
Recommendation	Approval with Conditions

Summary

David Russell, agent for Beverly J. Searles Foundation, of Roswell, GA (the "Applicant"), requests rezoning from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) for property located at 162 Indian Creek Road (Parcels 129-01047000 & 129-01046005) in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

The subject property is currently vacant, undeveloped, abuts a Residential Multi-family Townhome subdivision to the west. There existing pond on the subject property will likely need an environmental assessment to determine its health and sustainability as part of the proposed development. According to the applicant's letter of intent, the proposed senior housing development will consist of interior social spaces such as a billiards room, club room, game room, theatre, great room, hair salon, and library. Proposed exterior amenities include an outdoor kitchen and grill area, pavilion, resident gardens, koi pond, and walking paths.

Future Land Use

The subject property is contained within an area identified on the Future Land Use Map as Mixed Historic Neighborhood. This classification area is primarily east of the railroad



REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

along Highway 42 and along areas SW of the Central Business District. This area is reserved for the preservation of the existing historic residential buildings that may be transformed into professional offices, tourist-related uses, upscale dining facilities or personal services establishments. The main focus is along the Jackson Street Corridor and may have areas for residential uses with densities up to 2.5 dwelling units per acre. All existing structures should be preserved, and all new construction should be of similar architectural style. Typical zoning district(s) under current ordinance would be R-2 and R-3 residential districts, OI (office and institutional) and/or Conditional Uses as appropriate for tourist-related, personal services, and other facilities.

Concurrent Conditional Use request

The Applicant has filed a concurrent Conditional Use application to allow a Senior Housing Development.

Livable Centers Initiative (LCI) Overlay

The subject property is also located in the City of Locust Grove Livable Centers Initiative (LCI) Emerging South District. The objective of this district is to encourage residential developments consisting of a variety of housing options and multi-modal connectivity options. This area provides various connectivity options to areas of active and passive recreation and links the Gateway District and the Historic District; therefore, any uses that compete with uses in these adjoining districts are discouraged.

Development of Regional Impact (DRI)

The subject property does not trigger the Georgia Department of Community Affairs (DCA) threshold for a Development of Regional Impact (DRI). For Housing Developments in Rural and Developing Rural areas, the threshold is 400 new units. For Housing Developments in Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned, the threshold is 500 new units. The Applicant is proposing 238 new units for the subject property.

Service Delivery / Infrastructure

Water and Sewer: A city water and sewer capacity form, received June 15, 2020, confirms that the subject property is within the current water and sewer delivery area and has access to adequate water supply. The city has adequate sewer treatment capacity for the proposed project.



**REZONING
EVALUATION REPORT
FILE: RZ-20-07-01**

September 21, 2020

REZONING R-3 TO PR-5

Land Use: The site must be in compliance with the requirements set forth in the City's PR-5 (Urban Infill/Active Adult Planned Residential) zoning district as well as development standards established in Title 15 of the City Code, including Watershed Protection standards, as applicable to the site.

Police Services: The subject property is in the existing city limits and will remain on a regular patrol route. Future development of this area may require additional police patrol for crime prevention and traffic control.

Fire: Fire and emergency services will be performed by Henry County as is similar with other portions of the city as defined by the Service Delivery Strategy.

Transportation Impacts: This 21.9 +/- acre tract will contain 238 age-restricted senior apartment attached units. The Institute of Transportation Engineers Trip Generation Manual, 7th Edition assigns a rate of 3.48 weekday trips per house in a senior adult attached housing development ; however, caution should be shown as this rate is based on a wide variety of studies including active, working residents and older, retired residents.

Under the current plan, this active adult development will yield approximately 828 trips on average per weekday.

The Joint Henry County/Cities Comprehensive Transportation Plan ("CTP") classifies Indian Creek Road and Tanger Boulevard as a Rural Local Road and a Minor Arterial Roadway, respectively. Rural local roads provide a lower level of service primarily as access to land with little to no through movement. Minor arterials provide a high level of service at high to moderate speeds with some degree of access control.

Impact. Impacts to the existing transportation system should be minor. Tanger Boulevard has existing capacity to move vehicles to either Bill Gardner Parkway or State Route 42 with no decrease in the existing Level of Service.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.



REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. The main impact here will be transitioning vacant property to an age-targeted active-adult senior housing development with 238 units. Traffic volumes will increase; however, these increased volumes can be absorbed into the existing transportation network as detailed in the *Transportation Impacts* above. Each apartment unit will pay an impact fee prior to occupancy. A percentage of this fee will go to offset the impact to the transportation system as a whole.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. The request will allow a higher, more permissive zoning use (PR-5) that will be more consistent with the future land use and LCI designations of the subject property.
 - (3) **Consistency with the Land Use Plan.** The Applicant's request is consistent with the Mixed Historic Neighborhood future land use designation.
 - (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** There will be an impact on infrastructure in the area. These impacts were anticipated by and can be mitigated through improvements made via the collection of impact fees. Each unit will pay approximately \$3,756.84 in water and sewer impact fees (\$894,127.92) and approximately \$1,446.33 in development impact fees (\$474,396.24).
 - (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** The development will have an impact on the surrounding area in terms of traffic; however, Tanger Boulevard has enough capacity to absorb the increase. Sidewalks will be required that tie into the existing, larger network to promote non-vehicular mobility.

Preserving the Past... ..Planning the Future



REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

- (6) **The impact upon adjacent property owners should the request be approved.** Impacts to adjacent property owners will include increases in traffic and population. Immediate neighboring properties consist of a mobile home park to the south and a detached townhome community to the north. As such, this development would be relatively consistent in impact or slightly better given the ability to establish buffers, landscaping, and better connectivity.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Developing the subject property as it is currently zoned does not provide the highest and best use for the land. The property is adjacent to land zoned for high density residential developments. The city's comprehensive land use plan encourages age targeted developments that meet our aging community' need. The other option would be large-scale multifamily dwelling, but the impact on the site and the surrounding area would be far greater and is not supported by demand in the area, nor is it a stated goal of the City's comprehensive plan.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** There are no known physical conditions or limitations that could preclude the use of the site; however, the developer will be required to protect and buffer any and all streams and other environmentally-sensitive areas that may be located on the subject property in accordance with the City's Watershed Protection and Stream Buffer Ordinances.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** The merits of the requested change are consistent with the goals of the Locust Grove Town Center LCI to provide more diverse housing opportunities, particularly for areas lying in the Emerging South District.



**REZONING
EVALUATION REPORT
FILE: RZ-20-07-01**

**September 21, 2020
REZONING R-3 TO PR-5**

Comments

One of the stated goals of the LCI’s Emerging South District is to provide a variety of housing options. Currently, there exists detached single-family housing on varying lot sizes in the vicinity. This proposal seeks to introduce an age-restricted apartment complex similar in scope and nature to the existing Shoal Creek Manor.

Active Adult Housing for Older Persons¹

The Atlanta region is experiencing an unprecedented demographic shift as Baby Boomers (born in the 1940s) age and people live longer. By 2040, one out of every five residents will be over the age of sixty.

Table 1: US Census Data, provided by the Atlanta Regional Commission, details the City of Locust Grove’s upward trend when it comes to the population of residents 55 and older living in the City:

YEAR	POPULATION	POPULATION OVER 55
2010	5,402	816 (15.1%)
2017	6,493	1,311 (20.2%)
2022	7,162	1,611 (22.5%)

The Applicant intends to develop this property as a 55 and older community. By following the guidelines listed below, the community will be marketed towards older persons with specific prohibitions in place to keep the community in conformance with the laws further detailed below.

The *Fair Housing Act of 1968* (the “Act”) prohibits discrimination in housing and real estate transactions based on race, color, religion, sex, national origin, handicap and familial status (in general, the presence of children under the age of 18 in the household). The Act contained a provision exempting “senior” housing from the prohibition against familial status discrimination.

In 1995, an amendment to the Act, known as the *Housing for Older Persons Act* (“HOPA”), was signed into law. HOPA modified the statutory definition in the Act of



REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

housing for older persons as housing intended and operated for occupancy by at least one person 55 years of age or older per unit.

Furthermore, HOPA requires such 55 and older communities to comply with the following procedures:

1. At least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older
2. The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
3. The housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall--
 - a. provide for verification by reliable surveys and affidavits; and
 - b. include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

Currently in the City, there are three age-targeted facilities:

1. Shoal Creek Manor
2. Carleton Cove at Locust Grove Station
3. Havenwood Grove (*under construction*)

Recommendations

Staff recommends APPROVAL of the applicants rezoning request with the following conditions:

1. The property shall be development in accordance with the details illustrated and listed on the site plan submitted by Martin Riley Associates – Architects, P.C., dated July 2, 2020, as amended, and adopted by the Locust Grove City Council.
2. At the developer's expense, connection to water/sewer shall be provided with all necessary improvements.
3. The developer shall extend Palmetto Street, connecting Frances Ward Drive and Tanger Boulevard.

Preserving the Past... .. Planning the Future



**REZONING
EVALUATION REPORT
FILE: RZ-20-07-01**

September 21, 2020

REZONING R-3 TO PR-5

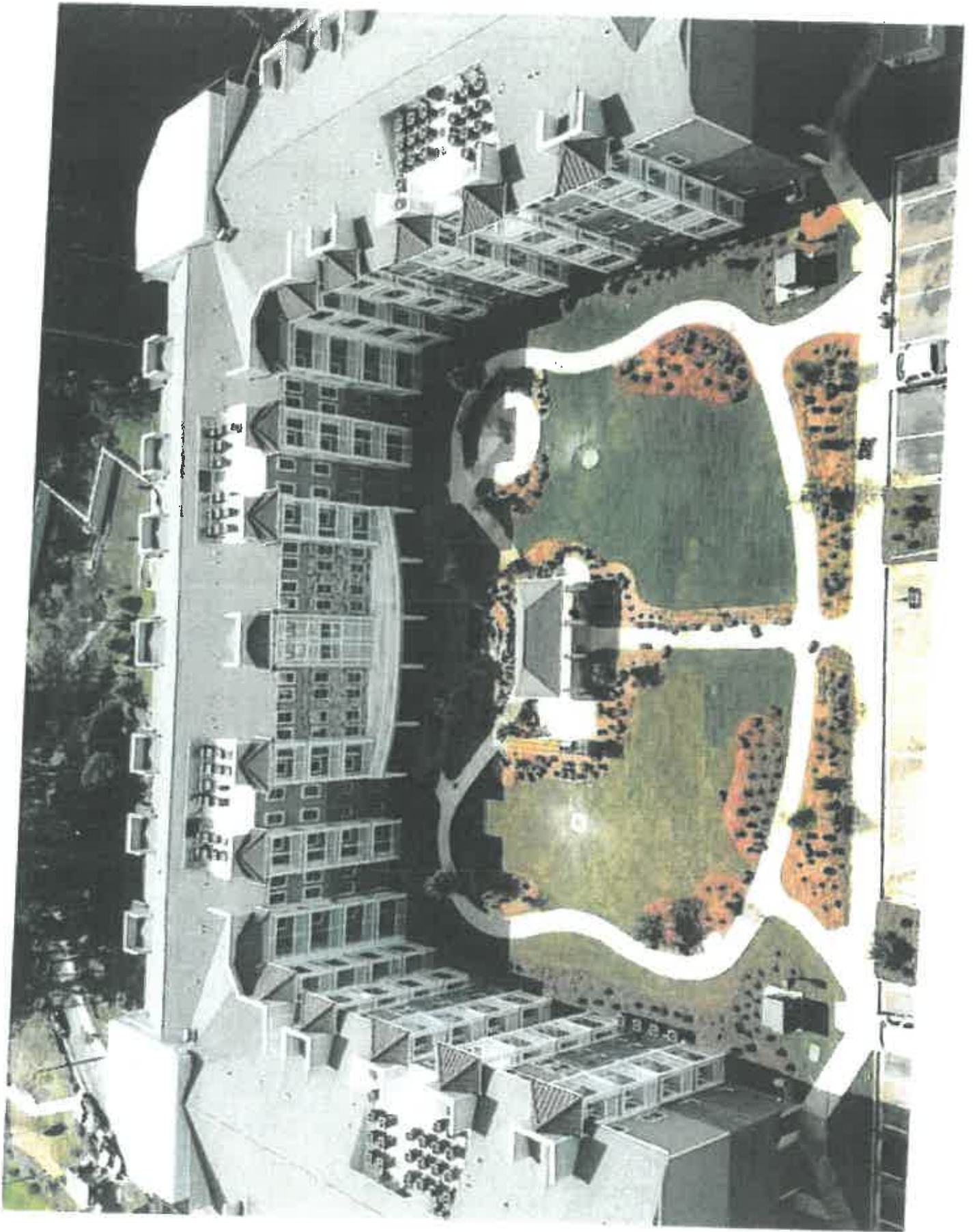
4. Cul-de-sac turnarounds shall be completed at the termination of Pearl Street and Sarasota Lane, with alternative connection of the two streets.
5. The intersection of Indian Creek Road and Frances Ward Drive shall be improved with appropriate site distance.
6. The development shall only be developed per the approval of Conditional Use case number: CU-20-07-02

LOCUST GROVE

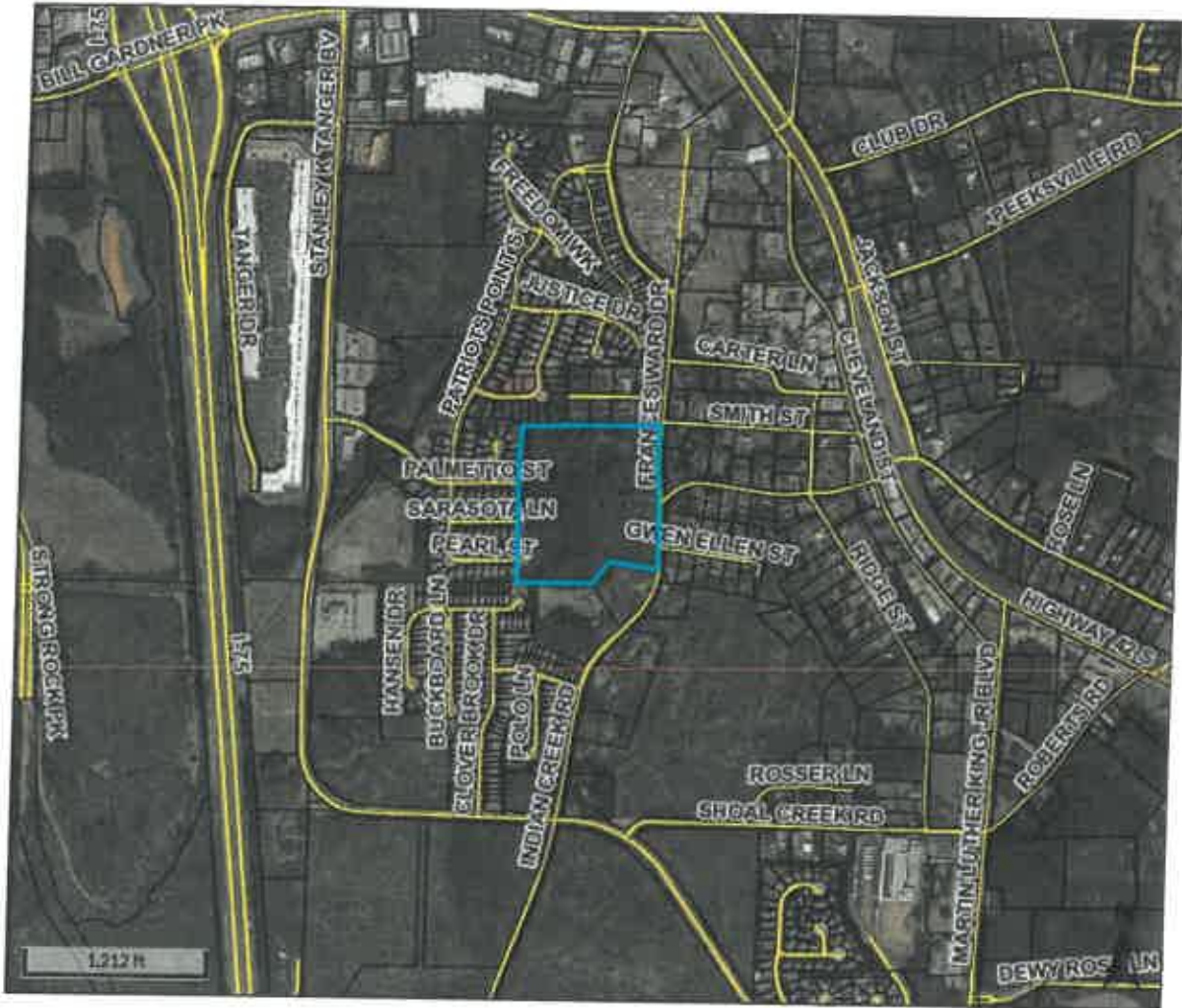
IndianCreek road, Frances Ward Drive



■ MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C. ■







Overview



Legend

-  Parcels
-  Roads

Parcel ID	129-01047000	Class	R	Owner	BRIDLE CREEK INVESTORS LLC	Land Value:	\$205,800					
Property Address	162 INDIAN CREEK RD	Acres	20	Address	1400 BUFORD HWY #A-2 SUGAR HILL GA 30518	Building Value:	\$0	Last 2 Sales				
District	City/LocustGrove					Misc Value:	\$0	Date	Price	Reason	Qual	
							Total Value:	\$205,800	10/19/2018	\$0	CORPORATE U	
									3/7/2013	\$340,000	n/a	Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/15/2020
 Last Data Uploaded: 9/15/2020 1:14:31 AM



Overview



Legend

-  Parcels
-  Roads
- Locust Grove Zoning**
-  <blank>
-  Active Adult Res.
-  Neighborhood Comm.
-  General Comm.
-  Heavy Comm.
-  Light Mfg.
-  General Industrial
-  Office/Institutions
-  Planned Development
-  Single-Family Residential R-1
-  Single-Family Res 2
-  Med-High SF R-3
-  Res. Agricultural
-  Residential Duplex
-  Multifamily Residential
-  Res. Mfg. Home
-  Trans/Comm/Utili

Parcel ID	129-01047000	Class	R	Owner	BRIDLE CREEK INVESTORS LLC	Land Value:	\$205,800					
Property Address	162 INDIAN CREEK RD	Acreage	20	Address	1400 BUFORD HWY #A-2 SUGAR HILL GA 30518	Building Value:	\$0	Last 2 Sales				
District	City/Locust Grove					Misc Value:	\$0	Date	Price	Reason	Qual	
							Total Value:	\$205,800	10/19/2018	\$0	CORPORATE U	
									3/7/2013	\$340,000	n/a	Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

This zoning map is subject to change at any time. The official version of the Zoning map resides within the City of Locust Grove Community Development Department. Please contact the City of Locust Grove Community Development Department at 770-957-5043 to verify current zoning.

FUTURE LAND USE MAP



Legend - Land Use

PLUMB016
not other values

PLU0000

- Station Town Center
- Central Business District
- Mixed Historic Neighborhood
- Mixed Use Neighborhood
- Mixed Use District
- Office
- Professional/Institutional
- Plant Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Very High Density - Core City
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Commercial - County
- Service Commercial
- Industrial
- Town, Comm., Utilities
- Parks, Recreation, Open

5-21-11

Street

Railroad

City Limits

Date: 9/15/2020
Source: COLG GIS
1 inch = 2,083 feet

Subject Property

1 inch = 2,083 feet



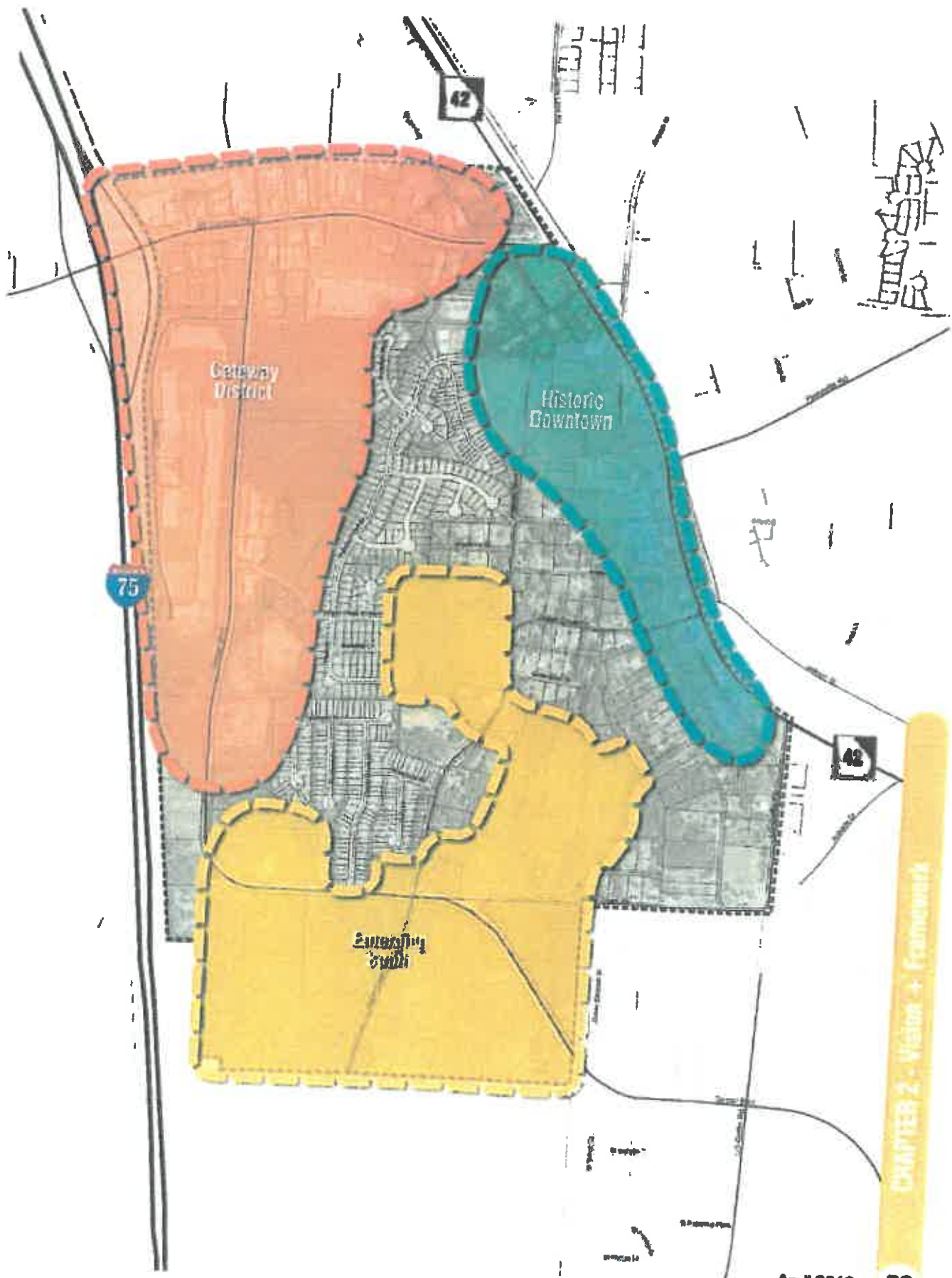


EXHIBIT B

... in The Queue

Request for Zoning Map Amendment

Name of Applicant Beverly J. Searles Foundation Phone: _____ Date: June 24, 2020
 Address Applicant: 4182 Westchester Trace Fax _____ Pager/Cell # _____
 City: Roswell State: GA Zip: 30075 E-mail: dwrussell@gmail.com
 Name of Agent David Russell Phone: 404.808.3828 Date: June 24, 2020
 Address Agent: Same as above Fax _____ Pager/Cell # _____
 City: _____ State: _____ Zip: _____ E-mail: _____

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review Conditional Use Conditional Exception Modifications to Zoning Conditions

Variance Rezoning DRI Review/Concurrent

Request from Med-high SF R-3 to PR-5 Adult Planned Residential District
(Current Zoning) (Requested Zoning)

For the Purpose of Senior Housing
(Type of Development)

Address of Property: 162 Indian Creek Rd., Locust Grove

Nearest intersection to the property: Indian Creek Rd. and Frances Ward Dr.

Size of Tract: 21.907 acre(s), Land Lot Number(s): 168 District(s): 2nd

Gross Density: 10.86 units per acre Net Density: 10.86 units per acre

Property Tax Parcel Number: 129-01047000, 129-01046005 (Required)



David Russell
Signature of Agent

[Signature]
Signature of Owner(s)
DAVID RUSSELL
Printed Name of Owner(s)
BEVERLY J. SEARLES FOUNDATION
Signature of Agent

Application checked by: _____ Date: _____ Map Number(s): _____
(FEES ARE NON-REFUNDABLE)

Pre-application meeting: _____ Date: _____

Public Hearing Date: _____

Council Decision: _____ Ordinance: _____

Date Mapped in GIS: _____ Date: _____

DRI Number: _____ NOD Date: _____

Applicant Campaign Disclosure Form

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?
Yes _____ No x

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Henry County Board of Commissioners within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Commissioner/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this _____ day of _____, 2012.

David Russell
Applicant's Name - Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2 day of JULY, 2013.



[Signature]
Notary Public

¹ Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



Letter of Intent

Frances Ward Senior Village

162 Indian Creek Rd., Locust Grove

The Beverly J. Searles Foundation intends to build a 238-unit senior housing development on the 21.9 acres at 162 Indian Creek Rd. Site is comprised of 2 parcels (129-01047000 & 129-01046005). Current zoning is Med-High SF R-3. Requested zoning is PR-5 Urban Infill/Active Adult Planned Residential District.

Building is 4 stories. Interior amenities will include social spaces such as billiards room, club room, game rooms, theatre, great room, hair salon, and library. Exterior amenities outdoor kitchen/grill area, pavilion, resident gardens, koi pond, fire pit, and walking paths.

Site is serviced by public water and sewer. A letter requesting sewer and water availability was submitted on 6/2/20.

Parking:

Property is requesting 210 parking spaces. This works out to a ratio of 0.88 parking spaces per unit. This is consistent with what we have built in similar projects. It is not in our interest to build less spaces than what we need as this would negatively impact leasing. We find that this amount of parking is more than adequate to meet the needs of our residents. Building additional parking creates more impervious surface which in turn creates more run-off for to account. Surplus parking also detracts from the amount of green space surrounding the site. Another issue that we have encountered is that neighbors fear by having too much parking it means that the property will one day be converted to general occupancy as opposed to senior housing.

Attached are the results of the Institute of Transportation Engineers projected peak parking for Senior Housing at 0.59 parking stalls per residential unit.

Below is a breakdown of parking for our portfolio of similar properties:

<u>Name and Type of Community</u>	<u>No. of Units</u>	<u>IL Units</u>	<u>Parking Spaces</u>	<u>Occ. Spaces</u>	<u>Parking Occ. Percent (cars/spaces)</u>	<u>Parking Occ. Percent (cars/UNITS)</u>	<u>Ratio of Spaces to Units</u>
<u>BJS Communities (Independent Living)</u>							
<u>Myrtle Terraces</u>	<u>84</u>	<u>84</u>	<u>72</u>	<u>59</u>	<u>81.94%</u>	<u>70.24%</u>	<u>0.86</u>
<u>Sweetwater Terraces</u>	<u>165</u>	<u>165</u>	<u>112</u>	<u>62</u>	<u>55.36%</u>	<u>37.58%</u>	<u>0.68</u>
<u>Antioch Manor</u>	<u>120</u>	<u>120</u>	<u>96</u>	<u>56</u>	<u>58.33%</u>	<u>46.67%</u>	<u>0.80</u>
<u>Lillie R Campbell</u>	<u>96</u>	<u>96</u>	<u>82</u>	<u>62</u>	<u>75.61%</u>	<u>64.58%</u>	<u>0.85</u>

Building Material:

See Elevation for detail of building materials. There will be a combination of brick and fiber cement board used for siding. Roof will have architectural shingles. Walking paths will be concrete. Parking lot will be asphalt.

Plant Material List:

PLANT SCHEDULE

37	SAVANNAH HOLLY	<i>Ilex attenuata</i> Savannah	4-6' Ht
13	full to ground/full form FRAGRANT TEA OLIVE	<i>OSMANTHUS fragrans</i>	15 GAL
06	PINK JAPANESE CAMELIA	<i>CAMELIA japonica</i>	15 GAL
19	OAKLEAF HYDRANGEA	<i>HYDRANGEA quercifolia</i>	7 GAL
115	PINK GUMPO AZALEA	RHODO. Pink Gumpo	3 GAL
303	MUHLY GRASS	<i>MUHLENBERGIA capillaris</i>	3 GAL
32	SKY PENCIL HOLLY	<i>ILEX cornuta 'Sky Pencil'</i>	4' Ht.
57	KNOCKOUT ROSE	ROSA spp.	3 GAL
209	HARBOR DWARF NANDINA	NANDINA dom. Harbor Dwf.	3 GAL
469	LOROPETALUM 'DARUMA'	LOR. chin. Daruma Dwarf	3 GAL
38	JAPANESE FATSIA	<i>FATSIA japonica</i>	7 GAL
15	GREEN LEAF AUCUBA	<i>AUCUBA japonica</i>	3 GAL
189	DWARF GARDENIA	<i>GARDENIA radicans nana</i>	3 GAL
46	CAST IRON PLANT	<i>ASPIDISTRA elatior</i>	3 GAL
346	DWARF CARISSA HOLLY	<i>ILEX cornuta carissa</i>	3 GAL
17	AUTUMN FERN	<i>DRYOPTERIS erythrosora</i>	3 GAL
297	ROSE CREEK ABELIA	<i>ABELIA grandiflora 'Rose Creek'</i>	3 GAL
16	ROSE CREEK ABELIA	<i>ABELIA 'Rose Creek'</i>	3 GAL
16	PURPLE PIXIE LOROPET.	LOROPET. chinense 'Peack'	3 GAL
21	SHENANDOAH SWITCH GRASS	<i>PANICUM virgatum 'Shenandoah'</i>	3 GAL
616	SARGENTS JUNIPER	<i>Juniperus sargentii</i> 36"ac	1 GAL
99	STELLA D'ORA DAYLILY	HEM. Stella d'Ora	1 GAL
1143 VAR.	LIRIOPE	<i>LIRIOPE muscari</i> Sil.Sunproof	4' POT

David Russell

From: JEFF HERMAN <jeffherman@bellsouth.net>
Sent: Friday, July 3, 2020 1:03 PM
To: dwrussell@gmail.com
Subject: Zoning

David as the owner of parcels 129-01047000 and 129-01046005 I am aware and approve the rezoning of the property to PR-5, Adult planned residential district. Jeff Herman, Managing Member of Bridle Creek Investors LLC.

Sent from my iPhone

PROPERTY DESCRIPTION

Being all that tract or parcel of land lying within the City of Locust Grove and being in Land Lots 168 & 169, 2nd District of Henry County, Georgia and being more particularly described as follows:

Beginning for the same at a 1 inch open top pipe found on the common line between aforesaid Land Lots 168 & 169 of the aforesaid District, said point also being at the southeast corner of Lot 20 of a subdivision entitled "Tanger Ridge", and recorded among the Land Records of Henry County, Georgia in Plat Book 30, Page 252, and said point being at State Plane Coordinates (Georgia West Zone) of North: 1,216,231.03; East: 2,311,692.11; thence, leaving the said Point of Beginning and running

1. North 00° 31' 12" East, 1,014.56 feet to a 2 inch open top pipe found at the northeast corner of Lot 53 of the aforesaid subdivision, said point also being at the southernmost corner of Lot 131 of a subdivision entitled "Patriot's Point", and recorded among the aforesaid Land Records in Plat Book 44, Page 177; thence, running with the south line of the said Patriot's Point subdivision
2. North 89° 38' 10" East, 271.18 feet to the southeast corner of Lot 128 of Patriot's Point subdivision; thence, running
3. South 89° 42' 28" East, 822.00 feet to a point on the West Right of Way Line of Frances Ward Drive (an apparent 40 feet wide right of way); thence, running with the said line of Frances Ward Drive
4. South 02° 03' 01" West, 207.00 feet; thence,
5. 181.91 feet along the arc of a curve deflecting to the left, having a radius of 1,761.17 feet and a chord bearing and distance of South 03° 17' 38" East, 181.83 feet; thence,
6. South 01° 17' 29" East, 468.16 feet along the aforesaid West Line of Frances Ward Drive as the road name changes to Indian Creek Road; thence, continuing along Indian Creek Road
7. North 75° 08' 57" East, 0.83 feet; thence,
8. 419.25 feet along the arc of a curve deflecting to the right, having a radius of 860.00 feet and a chord bearing and distance of South 22° 28' 38" West, 409.17 feet; thence,
9. South 44° 18' 51" West, 8.34 feet; thence,
10. North 67° 40' 32" West, 21.14 feet to a 3/8 inch rebar found; thence, leaving the aforesaid line of Indian Creek Road and running adjacent to the property now or formerly owned by Terry L. McMolds, as described in a deed recorded among the aforesaid Land Records in Deed Book 546, Page 281
11. North 42° 37' 27" West, 310.55 feet to a 1 inch open top pipe found; thence,
12. South 88° 58' 31" West, 369.71 feet to a 3/8 inch rebar found; thence,
13. South 88° 57' 32" West, 124.83 feet to the Point of Beginning, containing 957,024 square feet or 21.9702 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

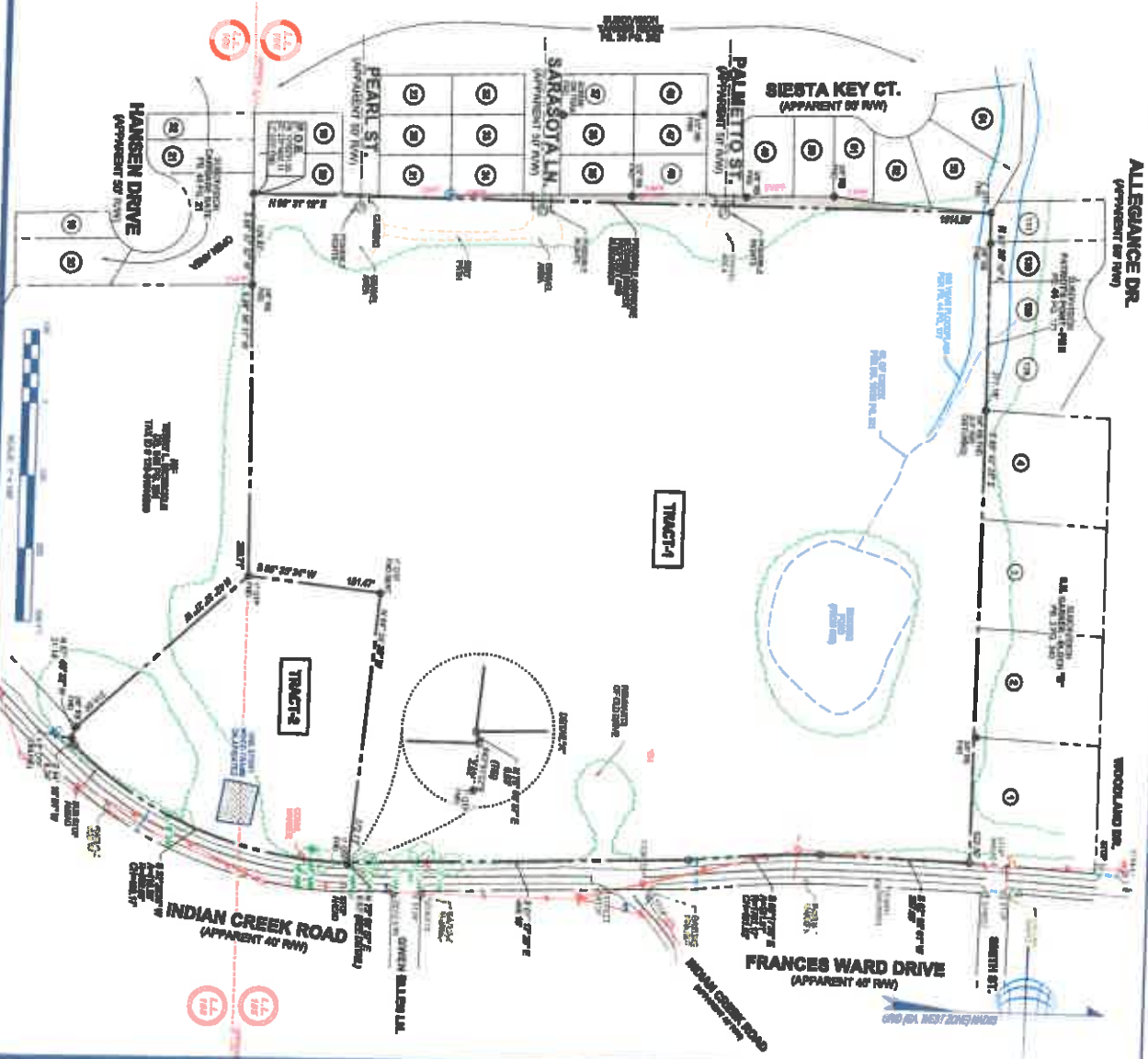
THIS PLAN IS SUBJECT TO THE 2004 ZONING ORDINANCE AND THE 2004 DEVELOPMENT ORDINANCE

LEGEND

- Orange Area: Survey Boundary
- Blue Area: Water
- Green Area: Wetland
- Red Area: Easement
- Black Area: Right of Way
- Grey Area: Utility Right of Way
- Yellow Area: Proposed Road
- White Area: Proposed Lot
- Black Line: Property Line
- Red Line: Easement Line
- Blue Line: Utility Line
- Green Line: Wetland Line
- Orange Line: Survey Boundary
- Black Circle: Monument
- Red Circle: Easement
- Blue Circle: Utility
- Green Circle: Wetland
- Orange Circle: Survey Boundary
- Black Square: Monument
- Red Square: Easement
- Blue Square: Utility
- Green Square: Wetland
- Orange Square: Survey Boundary
- Black Triangle: Monument
- Red Triangle: Easement
- Blue Triangle: Utility
- Green Triangle: Wetland
- Orange Triangle: Survey Boundary
- Black Diamond: Monument
- Red Diamond: Easement
- Blue Diamond: Utility
- Green Diamond: Wetland
- Orange Diamond: Survey Boundary
- Black Circle with Cross: Monument
- Red Circle with Cross: Easement
- Blue Circle with Cross: Utility
- Green Circle with Cross: Wetland
- Orange Circle with Cross: Survey Boundary
- Black Square with Cross: Monument
- Red Square with Cross: Easement
- Blue Square with Cross: Utility
- Green Square with Cross: Wetland
- Orange Square with Cross: Survey Boundary
- Black Triangle with Cross: Monument
- Red Triangle with Cross: Easement
- Blue Triangle with Cross: Utility
- Green Triangle with Cross: Wetland
- Orange Triangle with Cross: Survey Boundary
- Black Diamond with Cross: Monument
- Red Diamond with Cross: Easement
- Blue Diamond with Cross: Utility
- Green Diamond with Cross: Wetland
- Orange Diamond with Cross: Survey Boundary

AREA TABLE

TRACT 1	947,087 SQ. FT. OR 18.4497 AC.
TRACT 2	108,967 SQ. FT. OR 2.5085 AC.
TOTAL AREA	957,054 SQ. FT. OR 21.9702 AC.



BOUNDARY SURVEY FOR BEVERLY J. SEARLES FOUNDATION
 BOUNDARY SURVEY FOR BEVERLY J. SEARLES FOUNDATION

Property No.	Area	Acres	Notes
1	947,087	18.4497	TRACT 1
2	108,967	2.5085	TRACT 2
3			TRACT 3
4			TRACT 4
TOTAL	957,054	21.9702	

TerraMark
 Professional Land Surveying & Engineering

Professional Land Surveying, Inc.
 1200 Bulls Ferry Road
 Maitland, Florida 32751
 Phone No. 321-691-0077
 Fax No. 321-691-0078
 www.TerraMark.com

SHEET NO. 2/2

City Water and Sewer Service Capacity Form:

Please fill out the necessary items above for determination of available capacity for water and sewer service.

Applicant: Fernan Wind Barber Villalob LP

Address/Location of Reporting Request: 142 Indian Creek Rd, Leona, Garza

Type of Project: Commercial Residential Mixed Use

For residential or mixed-use residential, number of lots or units: 200

For commercial, amount of square feet: _____

Estimated water usage: 2000 gpd _____ (GALLONS)

Estimated sewer usage: 2000 gpd _____ (GALLONS)

STAFF ANALYSIS

Is this project within current water and sewer delivery area? Yes

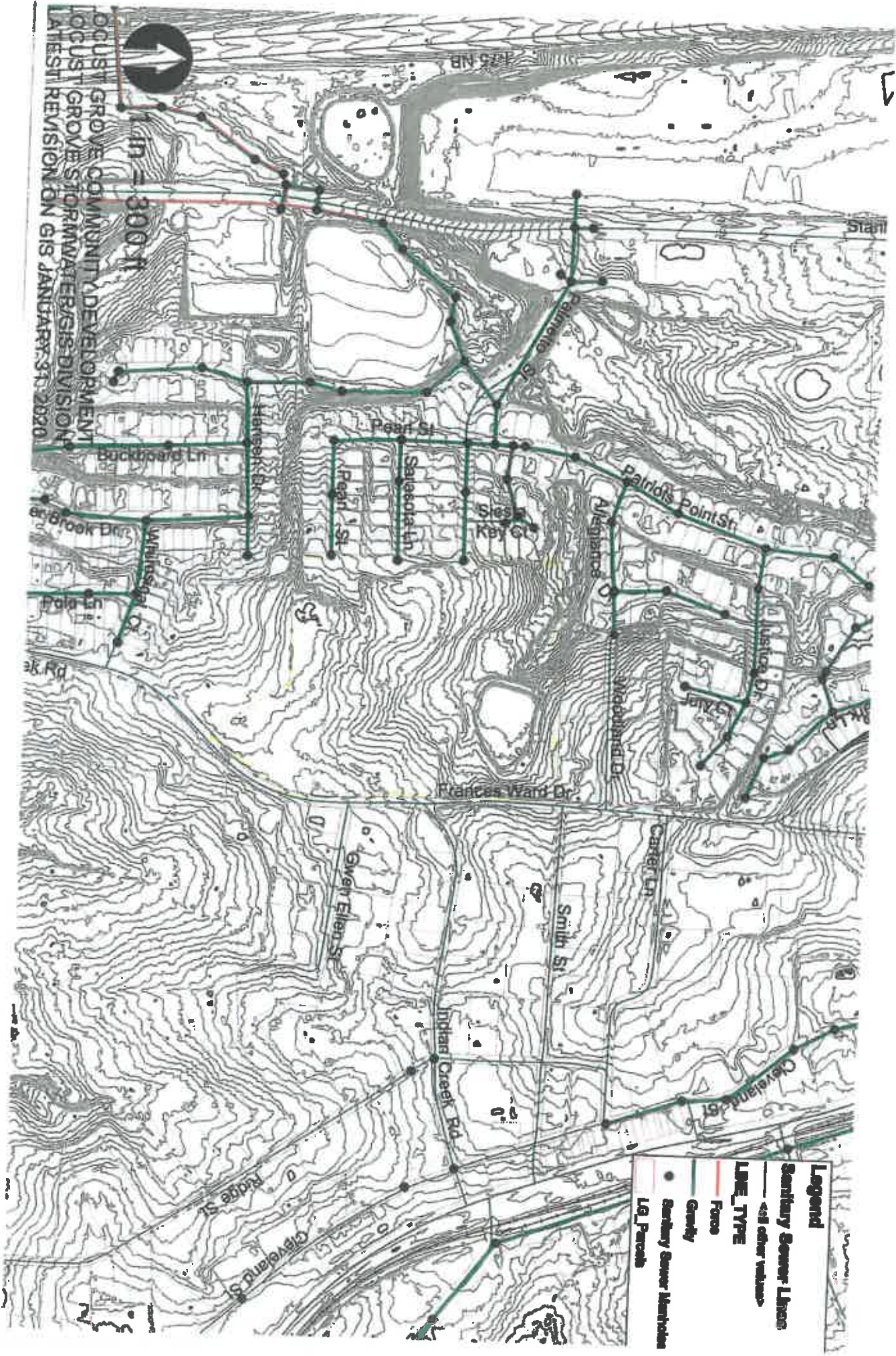
Does the project have access to adequate water supply? Yes

Does city have adequate sewer treatment capacity for this project? Yes

Are any improvements required as a result of the project? _____

If so, what types of improvements are necessary?
Sewer outfall pending EIRing for growth

LOCUST GROVE COMMUNITY DEVELOPMENT
 LOCUST GROVE'S STORMWATER/SIS DIVISION
 LATEST REVISION ON GIS JANUARY 31, 2020



Legend

Sanitary Sewer Lines
 <all other values>

LINE_TYPE

- Force
- Gravity
- Sanitary Sewer Manholes
- LG Parcel

Stall

175 NB

Pearl St

Salee Ln

Sies Key Ct

Paradis Point St

Allegiance

INDOORFIELD

Janz Ln

Frances Ward Dr

Over Ellen St

Smith St

Cartel Ln

Indian Creek Rd

Cleveland St

Ridge St

Cleveland St

Buckboard Ln

Claybrook Dr

Brook Drive

Pala Ln

ak Rd

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") results from Buyer's offer as of April 29, 2020, by and between Bridle Creek Investors, LLC ("Seller") and Beverly J. Searles Foundation, Inc., a Georgia not-for-profit corporation ("Buyer"). The Effective Date shall be deemed five (5) business days after the date of that both Buyer and Seller have executed this Agreement.

WITNESSETH:

WHEREAS, the parties desire to enter into an Agreement for the purchase and sale of certain real property as described herein.

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase the land lying and being Parcel ID#129-0104700 and Parcel ID#129-01046005 according to the Henry County, Georgia Tax Assessors Office. The parcels are located respectively at 162 Indian Creek Road and 208 Indian Creek Road, Locust Grove, Henry County, Georgia and total 22.466 acres more or less. The parcels are termed the "Total Property". At the Closing contemplated hereby, Purchaser shall convey the "Phase 1 Property" and "Phase 2 Property" using the legal description in the Title Commitment and Survey, plus a quitclaim deed to resolve any discrepancy between record title and the Title Commitment legal description.
2. CONCEPT PLAN. Approximately pursuant to Buyer's "Master Concept Plan" to be delivered during the Inspection Period (defined below), the Property shall be divided approximately as follows:
 - 2.1. "Phase 1 Property" being approximately the southerly two-thirds of the Total Property.
 - 2.2. "Phase 2 Property" being approximately the northerly one-third of the Total Property.
 - 2.3. While it is too soon to predict the final zoning authorization, Buyer's land planner AEC, Inc. will endeavor to plan approximately 238

age-restricted units on the Phase 1 Property and 100 age-restricted units on the Phase 2 Property.

3. **PURCHASE PRICE for Phase 1 Property.** The purchase price ("Purchase Price") for the conveyance of the Phase 1 Property shall be \$2,060,000 paid by Buyer to Seller in Cash at Closing, in immediately available funds by wire transfer.
4. **CHARITABLE CONTRIBUTION of Phase 2 Property.** Separate from and in addition to the Cash at Closing, Seller shall make a charitable contribution to Buyer of the Phase 2 Property at the time of the Phase 1 Closing. Buyer shall pay the cost for an appraisal of the charitable contribution land. Buyer and Appraiser shall sign IRS Form 8283 and deliver to Seller. The Form 8283 shall determine the amount of Seller's charitable contribution.
5. **CLOSING.**
 - 5.1. Unless otherwise agreed in writing between Buyer and Seller, the closing ("Closing") of the purchase and sale of the Property shall be held at the offices of the Escrow Agent, at 10:00 o'clock A.M. on or before ninety (90) days following the Inspection Period.
 - 5.2. At Closing Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for and subject to the application of the Earnest Money, the balance of the cash portion of the Purchase Price. Seller shall execute and deliver to Buyer a limited warranty deed (and quitclaim deed if requested) conveying fee simple and marketable title to the Property using the legal description derived from the Survey, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions. Seller shall also deliver (a) a non-foreign person certification, and (b) a Georgia Withholding Certification.
 - 5.3. Real property ad valorem taxes applicable to the Property shall be prorated as of the date of the Closing between the Seller and the Buyer, and said proration will be based upon the most recently available tax information and evaluation with respect to the Property or upon the actual tax bills if they have been prepared and issued. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual tax bills for the Property, to correct the proration of taxes at Closing, and this provision shall survive Closing and the execution of the limited warranty deed.

5.4. Seller shall be responsible for all charges or assessments incurred against the Property up to and including the date of Closing, except for any such charges or assessments as may be caused by any activities of Buyer.

5.5. Seller shall pay for the State of Georgia transfer tax due in connection with the recording of the deed from Seller to Buyer, and Buyer shall pay for its costs of Closing and for the recording fees incurred in connection with the recording of the deed from the Seller. Each party shall bear its own attorney's fees and expenses of Closing.

5.6. Seller shall execute and deliver such other documents and instruments as are helpful or necessary to evidence or effectuate the transactions contemplated hereby, including, without limitation, an owner's affidavit, an authorizing resolution relative to this transaction, and any other instruments required by Buyer's title insurance company or necessary or helpful to consummate this transaction and to evidence the authority of Seller to convey the Property.

5.7. Buyer shall be entitled to two (2) three (3) month extensions of the Closing by depositing an additional \$50,000 non-refundable Earnest Money for such extension. Such extension(s) may be necessary to handle confirm final plans and permits, financing. If extended Buyer shall pay all property taxes accruing between the date of extension and date of Closing except in the event of earlier termination of this Agreement.

6. EARNEST MONEY; ESCROW AGENT

6.1. Within five (5) business days of the Effective Date Buyer will deliver to McGee & Oxford, LLP, 5855 Sandy Springs Circle, Suite 300, Atlanta, Georgia, 30328; Attention: Pearce D. Hardwick (the "Escrow Agent") the sum of \$5,000 (the "Earnest Money"). At the conclusion of the Inspection Period, Buyer will tender \$25,000 Additional Earnest Money to the Escrow Agent.

6.2. The Earnest Money shall be applied to payment of the Purchase Price due at Closing (or as otherwise provided in this Agreement). Upon written notification from Buyer and Seller that the contemplated sale is to be consummated, the Escrow Agent shall deliver the Earnest Money to the closing attorney to be applied towards the payment of the

Purchase Price, unless otherwise instructed by the parties hereto. Upon written notification signed by both Seller and Buyer that the contemplated sale shall not take place or that this Agreement is terminated, the Escrow Agent shall deliver the Earnest Money as provided in this Agreement; provided, however, a termination notice signed only by Buyer shall be required to terminate this Agreement pursuant to this Agreement. The parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. In the event of a dispute between the parties hereto sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Earnest Money, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

7. INSPECTION PERIOD

7.1. The Inspection Period shall begin with the Effective Date and continue until one-hundred fifty (150) days following the Effective Date. During the Inspection Period Buyer shall be entitled to test, inspect, survey and examine the Property, in order to determine, at Buyer's sole discretion, whether or not the Property is suitable for and feasible (economically and physically) to develop in accordance with Buyer's intended development plan and policies.

7.2. During the Inspection Period, Buyer shall have the right to apply for rezoning and/or conditional use permits to allow Buyer's Intended Use of the Phase 1 Property for Age-Restricted Apartments.

7.3. In the event that Buyer determines, in Buyer's sole discretion, that the Property is not suitable and feasible to Buyer's development plan and policies, Buyer shall notify Seller in writing of that determination on or before the end of the Inspection Period, and this Agreement shall terminate upon such notification, and the Escrow Agent shall immediately return the Earnest Money less \$100.00 to Buyer, and Escrow Agent shall deliver the \$100.00 so retained to Seller as consideration for Seller's performance of its obligations hereunder. In the event that Buyer does not notify the Seller of the termination of this Agreement pursuant hereto, this paragraph will be deemed to have been waived by Buyer.

7.4. Upon the Effective Date and during the term hereof, Buyer and its agents, employees, independent contractors, engineers, surveyors and other representatives shall have the right to have full and complete access to the Property for the purpose of inspecting the Property, conducting noise studies, surveys, undertaking engineering analysis, plans or examinations, percolation tests, soil tests, borings, environmental analysis or other examination, mapping or testing on the Property and to perform all activities related to any of the foregoing in any respect and for any other reasonable purpose related to the purchase of the Property or the planned development thereof as is deemed necessary or appropriate by Buyer. Buyer shall indemnify and hold Seller harmless from any liability or damage to Seller as a result of Buyer's activities on the Property, including reasonable attorney's fees actually incurred. Seller agrees to and shall within five (5) business days following the Effective Date provide to Buyer copies of all documents in Seller's possession, custody or control relating to the Property, including title insurance policies, all surveys, and all engineering tests.

8. WARRANTY OF TITLE: TITLE EXAMINATION: SURVEY

8.1. Seller hereby represents and warrants to Buyer that, as of the date hereof, record title to the Property is vested in the Seller's name, and the Seller is the record owner of fee simple title to the Property.

8.2. During the Inspection Period, Buyer may examine record title to the Property and obtain a boundary survey ("Survey") of the Property by a licensed Georgia registered land surveyor (collectively, the "Initial Title Examination") and to notify Seller of any objections affecting marketability of title to the Property based on matters of record title or

shown on the Survey other than the following: (i) general utility easements of record, if any, serving only the Property; (ii) ad valorem taxes and special assessments not yet due and payable with respect to the Property; and (iii) such other survey or title matters as expressly permitted by Buyer in writing or deemed waived pursuant to this Agreement (collectively "Permitted Exceptions"). If upon examination of record title and the Survey, title is found to be defective or objectionable, and Buyer notifies Seller in writing of such defects or objections ("Buyer's Title Objections") as provided above, then Seller shall within five (5) days of receipt of Buyer's Title Objections to notify Buyer in writing ("Seller's Cure Notice") of any matters in Buyer's Title Objections which Seller elects not to or will be unable to cure, it being agreed that Seller shall be required to cure all monetary liens which encumber the Property whether or not objected to in Buyer's notice of Buyer's Title Objections. Seller shall have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) to cure or terminate any such defects or objections. In the event that the Seller fails to cure or terminate any such identified defects or objections within the period hereinabove set out, then Buyer, at its option, may elect to:

8.2.1. Waive any such survey or title defect or objection and consummate the transaction without reducing the Purchase Price; provided, however, that Buyer shall have the right to apply all or any portion of the Purchase Price to the cure of any such title defect or objection that can be cured by payment of money, such as security deeds and liens; or

8.2.2. Terminate this Agreement by written notice to Seller, whereupon all Earnest Money shall be returned immediately to Buyer by the Escrow Agent, and thereafter no party to this Agreement shall have any rights, obligations or liabilities hereunder.

8.3. In the event Seller shall fail to timely notify Buyer with respect to Buyer's Title Objections, Seller shall be deemed to have elected to cure all matters set forth therein. In the event Seller informs Buyer in Seller's Cure Notice that Seller is unable or unwilling to cure any objections raised in Buyer's Title Objections, then Buyer shall be entitled to exercise the options outlined in this Agreement.

8.4. From and after the date of the Initial Title Examination, Buyer may from time to time during the term of the Agreement make further examinations of the title to and update the Survey, and Buyer may

object to any matters of title first appearing of record after the effective date of such Initial Title Examination by giving Seller written notice of any such defects or objections. Seller shall thereafter have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) in which to cure or terminate any such defect or objection. If Seller is unable or refuses to remove or cure such additional title objections, then Buyer shall be entitled to exercise the same rights enumerated above.

9. SELLER'S REPRESENTATIONS AND WARRANTIES. Buyer and Seller shall jointly agree to abide by the Patriot Act Seller hereby warrants and represents to Buyer, and covenants with Buyer, and at Closing will again warrant, represent and covenant, that to the best of Seller's knowledge and belief, as follows:
- 9.1. That this Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms;
- 9.2. That the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required;
- 9.3. That there are no actions, suits, claims, demands or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and that there are no liens, special assessments, easements, reservations, restrictions, covenants or encumbrances other than matters of public record affecting the Property;
- 9.4. That there are no other persons or entities claiming by, through or under Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion thereof except as may appear of public record;
- 9.5. That, except as disclosed in the public records on the Effective Date, there are no outstanding state or federal tax liens, claims or demands against Seller which constitute or will constitute a lien against the Property;
- 9.6. That Seller shall not take any action during the term of this Agreement which would hamper or impede the consummation of this purchase and sale transaction or which would cause any of the representations and/or warranties made in this paragraph to become untrue, inaccurate or incomplete in any respect;
- 9.7. That Seller shall undertake those acts necessary to ensure that the representations and warranties set forth herein remain true, accurate and complete during the term of this Agreement and will notify

Buyer promptly of any occurrence, notification or variation in the representations or warranties contained herein;

9.8. That Seller has received no notification, written or otherwise, from any individual, corporation, governmental agency, bureau or authority which pertains to or concerns the environmental or ecological condition of the Property;

9.9. In the event that any of the warranties and representations contained herein are not accurate, true and complete in all respects on the Closing Date, or in the event that Seller has breached any of the covenants on or before the Closing Date, then and in either of such events Buyer, at Buyer's election, shall be entitled either (a) to terminate this Agreement by written notice to Seller and Broker, whereupon the Escrow Agent immediately shall return the Earnest Money to Buyer, and no party hereto shall have any further rights or obligations hereunder; or (b) to waive such inaccurate, untrue or incomplete warranties or representations or breached covenants and proceed with Closing under this Agreement without reduction in the Purchase Price.

10. **CONDEMNATION.** If prior to the Closing of the purchase and sale of the Property, all or any part of the Property is condemned or in the reasonable judgment of Buyer is in danger of being condemned, through the exercise of the power of eminent domain or inverse condemnation, and such condemnation does or would materially and adversely affect the Property, then Buyer, at Buyer's election, may:

10.1. Terminate this Agreement by written notice to Seller and Broker whereupon this Agreement shall become null and void, and Buyer shall be entitled to an immediate refund of the Earnest Money from the Escrow Agent; or

10.2. Consummate the transaction and Closing contemplated by this Agreement and receive any condemnation proceeds paid or payable as a result of any such condemnation or threat of condemnation. In the event that Buyer elects to consummate the Closing, then Seller hereby agrees to transfer and assign any and all rights which it may have in and to any proceeds of such condemnation or threatened condemnation to the Buyer in conjunction with and at the time of Closing.

11. **BROKER.** Buyer and Seller hereby warrant and represent to the other that such party has not employed any broker or agent in connection with

this Agreement except as specified in this paragraph. Buyer and Seller covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, or suits based upon or arising out of the alleged employment or use by the indemnifying party of any other real estate broker or agent in connection with the sale of any portion of the Property. An officer of Buyer is a licensed real estate broker. At Closing Seller shall be pay a 10% brokerage fee based on the Phase 1 Property to Buyer's Broker: CRT Commercial Group, Inc., GA License #10756.

12. DEFAULT AND REMEDIES

12.1. In the event of a default, breach of warranty or other representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and up to ten (10) days after the receipt of that written notice in which to cure said default, breach or other problem. If such default, breach or other problem is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth. Notwithstanding the foregoing provisions, Buyer, in its sole discretion, shall have the right to extend the time period in which Seller may cure or otherwise correct any specified default, breach or defect for an additional period not to exceed thirty (30) days. Upon Buyer's written agreement to so extend, Seller shall be entitled to extend the date of Closing, if required, to a date not less than thirty (30) days from the date on which Seller notifies Buyer in writing that any such default, defect or other problem has been cured and provides Buyer with proper documentation evidencing that fact.

12.2. In the event (i) that any warranty or representation contained in this Agreement is not accurate, true and complete in all respects or (ii) Seller fails to comply with or perform any of the conditions, covenants, or agreements contained herein, and further provided that Seller fails to cure after written notice, then, at Buyer's option:

12.2.1. Buyer shall be entitled, upon giving written notice to Seller, to terminate this Agreement whereupon the Earnest Money, Additional Earnest Money and any extension payments shall be immediately returned to Buyer by the Escrow Agent, and this Agreement shall terminate and become null and void; or

12.2.2. Buyer shall be entitled to file suit in any court of appropriate

jurisdiction for specific performance of Seller's obligations under and pursuant to the terms and provisions of this Agreement and/or for any damages which Buyer shall be entitled to receive under this Agreement or applicable law.

- 12.3. In the event Buyer fails to comply with or perform any of the covenants, agreements or other obligations to be performed by Buyer and fails to cure such problem within the period provided above, then Seller shall be entitled to receive and retain the Earnest Money from the Escrow Agent as full liquidated damages and as its sole remedy hereunder. Thereafter, all rights, liabilities and obligations of Buyer to Seller under this Agreement shall terminate. The parties hereto hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by the Seller, and the parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money pursuant to the provisions of O.C.G.A. § 13-6-7 and not as a penalty. In no event shall Seller be entitled to initiate litigation or take any other action seeking legal or equitable remedies against Buyer.
- 12.4. Except as specifically provided in this paragraph, neither Buyer nor Seller shall have any further rights, obligations or liabilities to the other as a result of the breach of this Agreement. It is the express intention of the parties to limit the rights and remedies which are available to Buyer and Seller under the laws of the United States, the State of Georgia or of any other state, county or municipality to those remedies expressly provided and set forth in this Agreement. Except as otherwise expressly provided in this Agreement, no action for damages or claims for liability, costs, expenses or losses shall be maintainable by Buyer or Seller against the other as a result of this Agreement.
13. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement to Buyer or Seller shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are deposited with FedEx or via email. The time required for any response to such notice shall commence upon the receipt date by the parties to whom the notices are sent. Such notices shall be delivered at the following addresses:

To Seller:

Bridle Creek Investors, LLC
1400 Buford Highway, Building A-2
Sugar Hill, GA 30518
Attention: Jeff Herman, Member/Manager
C: (770) 722-0855
E: jeffherman@bellsouth.net

To Buyer:

c/o David S. Searles, Jr., CFO
5030 Nesbit Ferry Lane, Sandy Springs GA 30350
C: (678) 570-1177
E: davidsearles@crt-trust.com

14. MISCELLANEOUS PROVISIONS

- 14.1. Possession. Possession of the Phase 1 Property and Phase 2 Property shall be delivered to Buyer upon delivery of the limited warranty deed from Seller.
- 14.2. Tax-Deferred Exchange. Seller and Buyer agree to cooperate with the other to effectuate a tax deferred like kind exchange (an "Exchange") with respect to (a) the sale of the Property by Seller and/or (b) the acquisition of the Property by Buyer, provided, however, that (i) neither party shall have liability to the other if such other party is unable to effectuate an Exchange for any reason, other than by reason of a default under this Agreement by the other party, (ii) either party's ability to effectuate an Exchange shall not be a condition to its obligation to close under this Agreement, and (iii) neither party shall be obligated to incur any costs, expenses or liabilities with respect to the Exchange of the other party.
- 14.3. Assignment. Buyer may ~~fully~~ assign its rights hereunder ~~but~~ with the prior written consent of Seller. ~~Any assignment shall expressly assume all of Buyer's duties, obligations, and liabilities hereunder, and a copy of such assignment and assumption shall be provided with reasonable promptness to Seller.~~ Buyer intends to create two or more special purpose entities for purposes of purchasing, developing and operating the Property described herein.
- 14.4. No Waiver: Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided nor to insist upon strict compliance with any obligation herein specified, nor any custom, use or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and

- provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.
- 14.5. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.
- 14.6. Survival. This Agreement and each of the provisions hereof shall survive the Closing hereunder.
- 14.7. Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
- 14.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Counterpart signature pages transmitted by email shall be deemed to be originals for all purposes.
- 14.9. Headings; Gender. The headings inserted at the beginning of each paragraph are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each paragraph. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.
- 14.10. Further Assurances. On and after the Effective Date, Seller and Buyer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.
- 14.11. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions

to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

14.12. Business Days. If any date of significance hereunder falls upon a Saturday, Sunday or legal holiday, such date shall be deemed moved to the next succeeding business day which is not a Saturday, Sunday or legal holiday.


14.13. Time of the Essence. Time is of the essence of this Agreement.

14.14. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Georgia.

15. OFFER. This Agreement shall be regarded as an offer by Buyer to Seller and is open for acceptance by Seller until 5:00 P.M., local Atlanta, Georgia time, on the date 20 days after this offer by which time written acceptance of such offer must have been actually received by Buyer. In the event Buyer's offer is not so accepted by said time and date, this Agreement shall be null, void and of no further force or effect, and neither Buyer nor Seller shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

BUYER:
Beverly J. Searles Foundation, Inc.

By: David Searles 
David S. Searles, Jr., CFO
Date of Buyer's Execution: April 29, 2020

SELLER:
Bridle Creek Investors, LLC

By: _____
Jeff Herman, Manager

Date of Seller's Execution: April 2020

EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

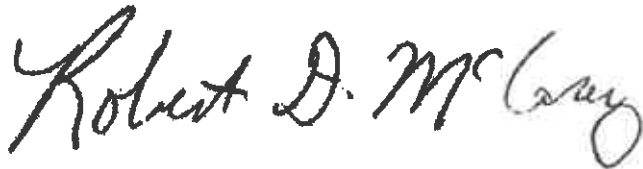
PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

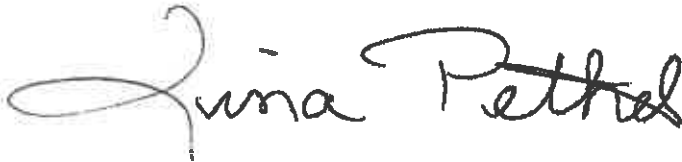
Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which published the Henry Herald, Published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 11932

Name and File No.: SEPT 21 COUNCIL MTG
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
09/02/2020



Robert D. McCray, SCNI Vice President of Sales and Marketing



By Tina Pethel
SCNI Controller

Sworn and subscribed to me 09/03/2020



Notary Public
My commission expires 06/23/2023

Ad text : Public Hearing Notice
 City of Locust Grove
 September 21, 2020
 6:00 PM
 Locust Grove Public Safety Building
 3640 Highway 42 South
 Locust Grove, GA 30248

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 21, 2020 at 6:00 PM, will conduct public hearings for the purpose of the following:

ORDINANCE AMENDMENT

ORD 20-08-01 To amend Chapter 17.04.055 PR-5 (Urban Infill/Active Adult Planned Residential) of the City of Locust Grove Code of Ordinances, which provides for zoning regulations; to provide for Conditional Uses for Senior Adult Housing and Age Targeted and Continuum of Care developments; to amend for reference certain development standards; to provide for applicability; to provide for codification; to provide for severability; to repeal inconsistent provisions; to provide an effective date; and for other purposes.

REZONING

RZ-20-07-01 The Beverly J. Searles Foundation has submitted application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential). This request is for parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development that is part of a concurrent Conditional Use request.

CONDITIONAL USE

CU-20-07-02 The Beverly J. Searles Foundation has submitted application requesting a Conditional Use for a Senior Adult Housing Development on 21.9 +/- acres under consideration for a concurrent rezoning request from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential), parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District, City of Locust Grove, Georgia, for construction of a 238-unit four-story senior housing development.

The public hearing will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

Daunté Gibbs
Community Development Director - City of Locust Grove
928-11932, 9/2/2020

EXHIBIT C

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Daunté Gibbs, who, after being duly sworn, testifies as follows:

1.

My name is Daunté Gibbs. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

The Beverly J. Searles Foundation has submitted application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) District, Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

3.

The Beverly J. Searles Foundation has submitted application requesting a conditional use for a senior housing development.

4.

On the 2nd day of September 2020, I, Daunté Gibbs, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21st day of September, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.
- 2) Double sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.

FURTHER AFFIANT SAYETH NOT.

This 15th day of September 2020.

[Handwritten Signature]

Affiant

Sworn and subscribed before me
this 15th day of September, 2020

[Handwritten Signature]
Notary Public



Exhibit "A"

5' HAT

WATERWAY ENGINEERING

City of Leontis Oaks
City Manager
City Hall
1000 Leontis Oaks Blvd
Leontis Oaks, CA 94551
www.cityofleontis.com

PUBLIC

CONDITIONAL USE

FOR THE PROPOSED CONSTRUCTION AND INSTALLATION OF A 100' DIAMETER WATER TOWER AT THE INTERSECTION OF LEONTIS OAKS BLVD AND WILSON BLVD.

DATE: September 11, 2013
TIME: 6:00 PM

NOTICE

FOR INFORMATION, VISITORS AND THE PUBLIC
CALL (916) 434-2211 or visit
www.cityofleontis.com

City of Leontis Oaks
City Manager
City Hall
1000 Leontis Oaks Blvd
Leontis Oaks, CA 94551
www.cityofleontis.com

PUBLIC

RETURNING PROPOSED RESIDENTS TO PROPOSED RESIDENTIAL DEVELOPMENT

DATE: September 11, 2013
TIME: 6:00 PM

NOTICE

FOR INFORMATION, VISITORS AND THE PUBLIC
CALL (916) 434-2211 or visit
www.cityofleontis.com



Delete from device



Use as



Slideshow



Print

Wed, Sep 2, 2020 • 12:00 PM

LOCATION

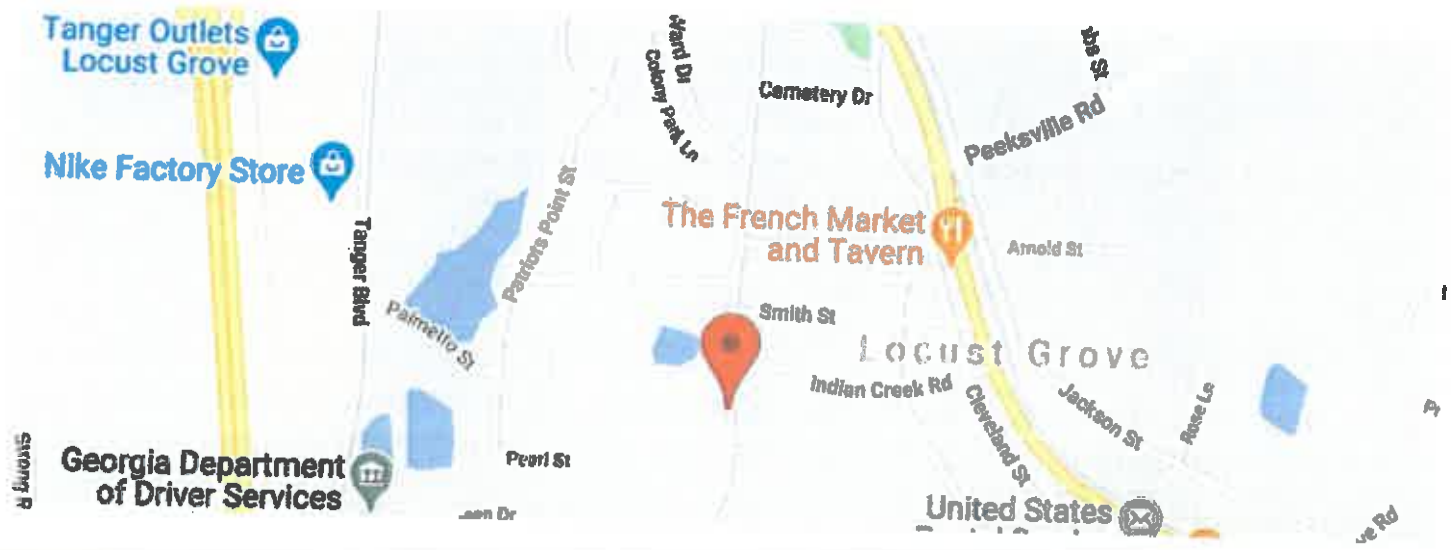


EXHIBIT D

1. The property shall be development in accordance with the details illustrated and listed on the site plan submitted by Martin Riley Associates – Architects, P.C., dated July 2, 2020, as amended, and adopted by the Locust Grove City Council.
2. At the developer's expense, connection to water/sewer shall be provided with all necessary improvements.
3. The developer shall extend Palmetto Street, connecting Frances Ward Drive and Tanger Boulevard.
4. Cul-de-sac turnarounds shall be completed at the termination of Pearl Street and Sarasota Lane.
5. The intersection of Indian Creek Road and Frances Ward Drive shall be improved.
6. The development shall only be developed per the approval of Conditional Use case number: CU-20-07-02



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance requesting a conditional use for a senior housing development for property located at 162 Indian Creek Road (Parcel ID - 129-01047000 & 129-01046005) in Land Lot 168 of the 2nd District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: September 2, 2020

Budget Item: No

Date Received: June 24, 2020

Workshop Date: September 21, 2020

Regular Meeting Date: October 5, 2020

Discussion:

The Beverly J. Searles Foundation has submitted application requesting a conditional use for a senior housing development. This request is for Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

Recommendation:

Staff recommends APPROVAL, subject to condition that the property be developed in accordance with the approved development plan and narrative contained in RZ-20-07-01 and conditions contained therein.

ORDINANCE NO. _____

AN ORDINANCE FOR THE PURPOSE OF GRANTING A CONDITIONAL USE FOR APPROXIMATELY 21.9+/- ACRES LOCATED AT 162 INDIAN CREEK ROAD IN LAND LOT 168 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The Beverly J. Searles Foundation has submitted application requesting a conditional use for a senior housing development. This request is for Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District; and

WHEREAS, the Applicant has submitted a conditional use application which is included in the Conditional Use Evaluation Report (hereinafter referred to as "Report") attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the Applicant filed a Conditional Use request, as shown in the application attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the Applicant filed a companion rezoning to PR-5 (case #: RZ-20-07-1); and,

WHEREAS, said request has been reviewed by the Community Development Department (hereinafter referred to as "Staff") and the City during a public hearing held on September 21, 2020; and

WHEREAS, notice of this matter (attached hereto and incorporated herein as **Exhibit "C"**) has been provided in accordance with applicable state law and local ordinances; and

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and the recommendations of the Staff as presented in the Report in **Exhibit "A"**; and

WHEREAS, the Mayor and City Council have considered the Applicant's request; and

THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:

1.

(X) That the Property is hereby granted a Conditional Use in accordance with the approved development plan and narrative contained in RZ-20-07-01.

() The Applicant's request in said application is hereby **DENIED**.

2.

That the conditional use on the above-described Property is subject to:

- (X) The conditions set forth on Exhibit "D" attached hereto and incorporated herein by reference.
- () The terms of the Project Narrative and Development Plan attached hereto as Exhibit "D" and incorporated herein by reference.
- () If no Exhibit "D" is attached hereto, then the property is zoned without conditions.

3.

That, if the variance is granted, said variance shall become effective immediately.

SO ORDAINED by the Council of the City this 5th day of October 2020.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

Property Information

Tax ID	129-01047000 & 129-01046005
Location/address	Land Lot 168 of the 2nd District 162 Indian Creek Road
Parcel Size	21.9 +/- acres
Current Zoning	R-3 (Single Family Residential)
Request	Conditional Use for a Senior Housing Development
Proposed Use	238-unit four story senior housing development
Existing Land Use	Vacant
Future Land Use	Mixed Historic Neighborhood
Recommendation	Approval

Summary

The Beverly J. Searles Foundation has submitted application requesting a Conditional Use permit to allow for a Senior Housing Development. This request is for Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

The subject property is currently vacant, undeveloped, abuts a Residential Multi-family Townhome subdivision to the west. There existing pond on the subject property will likely need an environmental assessment to determine its health and sustainability as part of the proposed development. According to the applicant's letter of intent, the proposed senior housing development will consist of interior social spaces such as a billiards room, club room, game room, theatre, great room, hair salon, and library. Proposed exterior amenities include an outdoor kitchen and grill area, pavilion, resident gardens, koi pond, and walking paths.

Future Land Use

The subject property is contained within an area identified on the Future Land Use Map as Mixed Historic Neighborhood. This classification area is primarily east of the railroad along Highway 42 and along areas SW of the Central Business District. This area is reserved for the preservation of the existing historic residential buildings that may be transformed into professional offices, tourist-related uses, upscale dining facilities or

Preserving the Past... .. Planning the Future



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

personal services establishments. The main focus is along the Jackson Street Corridor and may have areas for residential uses with densities up to 2.5 dwelling units per acre. All existing structures should be preserved, and all new construction should be of similar architectural style. Typical zoning district(s) under current ordinance would be R-2 and R-3 residential districts, OI (office and institutional) and/or Conditional Uses as appropriate for tourist-related, personal services, and other facilities.

Concurrent Rezoning request

The Applicant has filed a concurrent Rezoning application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) District for a proposed 238-unit four-story senior housing development.

Livable Centers Initiative (LCI) Overlay

The subject property is also located in the City of Locust Grove Livable Centers Initiative (LCI) Emerging South District. The objective of this district is to encourage residential developments consisting of a variety of housing options and multi-modal connectivity options. This area provides various connectivity options to areas of active and passive recreation and links the Gateway District and the Historic District; therefore, any uses that compete with uses in these adjoining districts are discouraged.

Development of Regional Impact (DRI)

The subject property does not trigger the Georgia Department of Community Affairs (DCA) threshold for a Development of Regional Impact (DRI). For Housing Developments in Rural and Developing Rural areas, the threshold is 400 new units. For Housing Developments in Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned, the threshold is 500 new units. The Applicant is proposing 238 new units for the subject property.

Service Delivery / Infrastructure

Water and Sewer: A city water and sewer capacity form, received June 15, 2020, confirms that the subject property is within the current water and sewer delivery area and has access to adequate water supply. The city has adequate sewer treatment capacity for the proposed project. Connectivity by the developer is recommended at the owner's expense, unless system improvement is provided.



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

Land Use: The site must be in compliance with the requirements set forth in the City's PR-5 (Urban Infill/Active Adult Planned Residential) zoning district as well as development standards established in Title 15 of the City Code, including Watershed Protection standards, as applicable to the site.

Police Services: The subject property is in the existing city limits and will remain on a regular patrol route. Future development of this area may require additional police patrol for crime prevention and traffic control.

Fire: Fire and emergency services will be performed by Henry County as is similar with other portions of the city as defined by the Service Delivery Strategy.

Transportation Impacts: This 21.9 +/- acre tract will contain 238 age-restricted senior apartment attached units. The Institute of Transportation Engineers Trip Generation Manual, 7th Edition assigns a rate of 3.48 weekday trips per house in a senior adult attached housing development ; however, caution should be shown as this rate is based on a wide variety of studies including active, working residents and older, retired residents.

Under the current plan, this active adult development will yield approximately 828 trips on average per weekday.

The Joint Henry County/Cities Comprehensive Transportation Plan ("CTP") classifies Indian Creek Road and Tanger Boulevard as a Rural Local Road and a Minor Arterial Roadway, respectively. Rural local roads provide a lower level of service primarily as access to land with little to no through movement. Minor arterials provide a high level of service at high to moderate speeds with some degree of access control .

Impact. Impacts to the existing transportation system should be minor. Tanger Boulevard has existing capacity to move vehicles to either Bill Gardner Parkway or State Route 42 with no decrease in the existing Level of Service.



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. The main impact here will be transitioning vacant property to an age-targeted active-adult senior housing development with 238 units. Traffic volumes will increase; however, these increased volumes can be absorbed into the existing transportation network as detailed in the *Transportation Impacts* above. Each apartment unit will pay an impact fee prior to occupancy. A percentage of this fee will go to offset the impact to the transportation system as a whole.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. The request will allow a higher, more permissive zoning use (PR-5) that will be more consistent with the future land use and LCI designations of the subject property.
 - (3) **Consistency with the Land Use Plan.** The Applicant's request is consistent with the Mixed Historic Neighborhood future land use designation, detailed in Future Land Use above.
 - (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** There will be an impact on infrastructure in the area. These impacts were anticipated by and can be mitigated through improvements made via the collection of impact fees. Each unit will pay approximately \$3,756.84 in water and sewer impact fees (\$894,127.92) and approximately \$1,446.33 in development impact fees (\$474,396.24).



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** The development will have an impact on the surrounding area in terms of traffic; however, Tanger Boulevard has enough capacity to absorb the increase. Sidewalks will be required that tie into the existing, larger network to promote non-vehicular mobility.
- (6) **The impact upon adjacent property owners should the request be approved.** Impacts to adjacent property owners will include increases in traffic and population. Immediate neighboring properties consist of a mobile home park to the south and a detached townhome community to the north. As such, this development would be relatively consistent in impact or slightly better given the ability to establish buffers, landscaping, and better connectivity.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Developing the subject property as it is currently zoned does not provide the highest and best use for the land. The property is adjacent to land zoned for high density residential developments. The city's comprehensive land use plan encourages age targeted developments that meet our aging community' need. The other option would be large-scale multifamily dwelling, but the impact on the site and the surrounding area would be far greater and is not supported by demand in the area, nor is it a stated goal of the City's comprehensive plan.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** There are no known physical conditions or limitations that could preclude the use of the site; however, the developer will be required to protect and buffer any and all streams and other environmentally-sensitive areas that may be located on the subject property in accordance with the City's Watershed Protection and Stream Buffer Ordinances.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** The merits of the requested change are

Preserving the Past... .. Planning the Future



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

consistent with the goals of the Locust Grove Town Center LCI to provide more diverse housing opportunities, particularly for areas lying in the Emerging South District.

Comments

The concurrent request for rezoning on this property (RZ-20-07-01) details elements of the planned residential development. This Conditional Use request is to allow a multi-family residential development (senior housing development) to be created in a PR-5 District. This approval is contingent upon the property being developed as an age-targeted senior housing community which it is the intent of the applicant per their Letter of Intent.

One of the stated goals of the LCI's Emerging South District is to provide a variety of housing options. Currently, there exists detached single-family housing on varying lot sizes in the vicinity. This proposal seeks to introduce an age-restricted apartment complex similar in scope and nature to the existing Shoal Creek Manor.

Active Adult Housing for Older Persons

The Atlanta region is experiencing an unprecedented demographic shift as Baby Boomers (born in the 1940s) age and people live longer. By 2040, one out of every five residents will be over the age of sixty.

Table 1: US Census Data, provided by the Atlanta Regional Commission, details the City of Locust Grove's upward trend when it comes to the population of residents 55 and older living in the City:

YEAR	POPULATION	POPULATION OVER 55
2010	5,402	816 (15.1%)
2017	6,493	1,311 (20.2%)
2022	7,162	1,611 (22.5%)

The Applicant intends to develop this property as a 55 and older community. By following the guidelines listed below, the community will be marketed towards older persons with specific prohibitions in place to keep the community in conformance with the laws further detailed below.



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

The *Fair Housing Act of 1968* (the “Act”) prohibits discrimination in housing and real estate transactions based on race, color, religion, sex, national origin, handicap and familial status (in general, the presence of children under the age of 18 in the household). The Act contained a provision exempting “senior” housing from the prohibition against familial status discrimination.

In 1995, an amendment to the Act, known as the *Housing for Older Persons Act* (“HOPA”), was signed into law. HOPA modified the statutory definition in the Act of housing for older persons as housing intended and operated for occupancy by at least one person 55 years of age or older per unit.

Furthermore, HOPA requires such 55 and older communities to comply with the following procedures:

1. At least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older
2. The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
3. The housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall--
 - a. provide for verification by reliable surveys and affidavits; and
 - b. include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

Currently in the City, there are three age-targeted facilities:

1. Shoal Creek Manor
2. Carleton Cove at Locust Grove Station
3. Havenwood Grove (*under construction*)



REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

Recommendation

Staff recommends APPROVAL, subject to condition that the property be developed in accordance with the approved development plan and narrative contained in RZ-20-07-01 and conditions of exhibit D contained therein.

EXHIBIT B

... in The Zone

Request for Zoning Map Amendment

Name of Applicant Beverly J. Searles Foundation Phone: _____ Date: June 24, 2020
 Address Applicant: 4182 Westchester Trace Fax _____
 City: Roswell State: GA Zip: 30075 E-mail: dwrussell@gmail.com
 Name of Agent David Russell Phone: 404.808.3828 Date: June 24, 2020
 Address Agent: Same as above Fax _____
 City: _____ State: _____ Zip: _____ E-mail: _____

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review Conditional Use Conditional Exception Modifications to Zoning Conditions

Variance Rezoning DRI Review/Concurrent

Request from Med-high SF R-3 to PR-5 Adult Planned Residential District
(Current Zoning) (Requested Zoning)

For the Purpose of Senior Housing
(Type of Development)

Address of Property: 162 Indian Creek Rd., Locust Grove

Nearest intersection to the property: Indian Creek Rd. and Frances Ward Dr.

Size of Tract: 21.907 acres(s), Land Lot Number(s): 168 District(s): 2nd

Gross Density: 10.86 units per acre Net Density: 10.86 units per acre

Property Tax Parcel Number: 129-01047000, 129-01046005 (required)



David Russell

[Signature]

 DAVID RUSSELL
 Beverly J. Searles Foundation

Cash _____ Check # _____ Received by: _____ [FEES ARE NON-REFUNDABLE]
 Application checked by: _____ Date: _____ Map Number(s): _____
 Pre-application meeting: _____ Date: _____
 Public Hearing Date: _____
 Council Decision: _____ Ordinance: _____
 Date Mapped in GIS: _____ Date: _____
 DRI Number: _____ NOD Date: _____

Applicant Campaign Disclosure Form

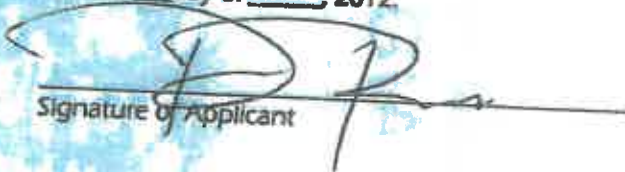
Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?
Yes _____ No x

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Henry County Board of Commissioners within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Commissioner/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this _____ day of _____, 2012.

David Russell
Applicant's Name - Printed


Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2 day of JULY, 2013.




Notary Public

¹ Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

EXHIBIT C

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Daunté Gibbs, who, after being duly sworn, testifies as follows:

1.

My name is Daunté Gibbs. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

The Beverly J. Searles Foundation has submitted application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) District, Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

3.

The Beverly J. Searles Foundation has submitted application requesting a conditional use for a senior housing development.

4.

On the 2nd day of September 2020, I, Daunté Gibbs, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21st day of September, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.
- 2) Double sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.

FURTHER AFFIANT SAYETH NOT.

This 15th day of September 2020.

[Handwritten Signature]

Affiant

Sworn and subscribed before me
this 15th day of September, 2020

[Handwritten Signature]
Notary Public



Exhibit "A"

MAY

City of Locust Grove
1100 Locust Grove Rd
Locust Grove, GA 30228

PUBLIC NOTICE

CONDITIONAL USE

Proposed Use: To permit
Major Use: Existing - 1.00
Site # 1, Existing District:
DATE: September 11, 2003
TIME: 6:00 PM

For information please call:
City of Locust Grove
and the planning department

City of Locust Grove
1100 Locust Grove Rd
Locust Grove, GA 30228

PUBLIC NOTICE

REZONING FROM R-1
(56-RES) TO PDS
URBAN INFILL ACTIVE
ADULT PLANNED RESIDENTIAL

DATE: September 11, 2003
TIME: 6:00 PM

For information please call:
City of Locust Grove
and the planning department



Delete from device



Use as



Slideshow



Print

Wed, Sep 2, 2020 • 12:00 PM

LOCATION

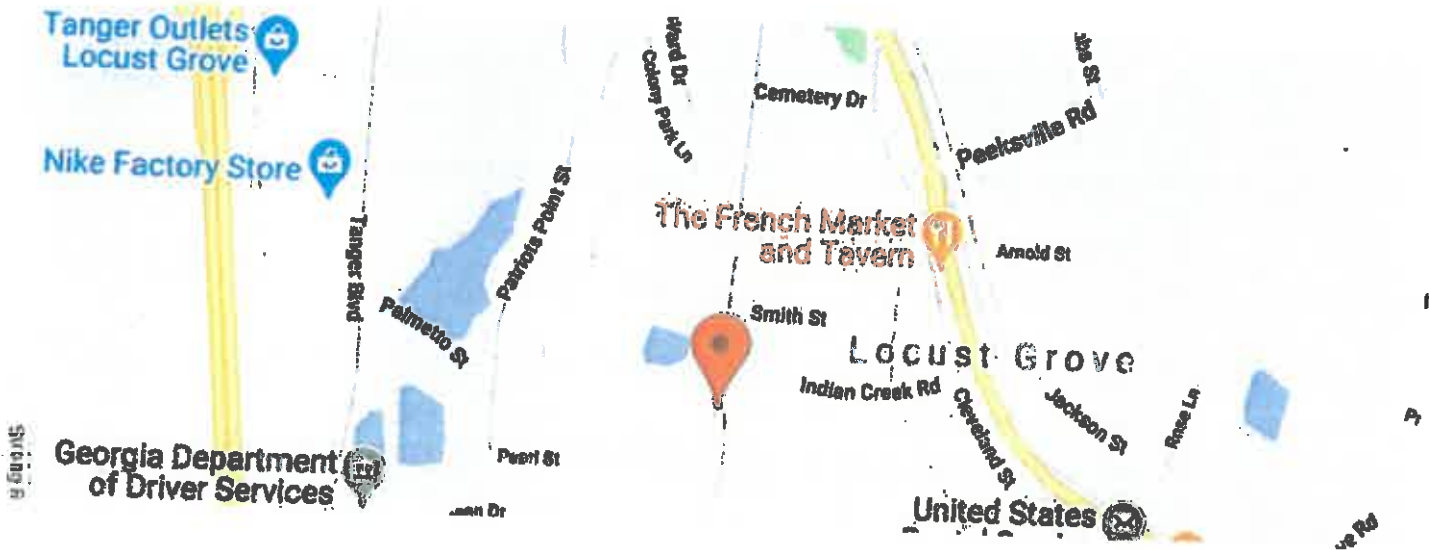


EXHIBIT D

Subject to condition that the property be developed in accordance with the approved development plan and narrative contained in RZ-20-07-01 and conditions contained therein.



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: Agreement – BLS Automated Photo Enforcement

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: Yes, GF Revenues – Typically – 3230 (Pub Safety)/2650 (Courts)

Date Received: August 14, 2020

Workshop Date: August 17, 2020 – September 21, 2020

Regular Meeting Date October 5, 2020 (unless ready for adoption 9/21)

Discussion:

Chief Patton introduced to you the BLS (Blue Line Solutions) proposal for an automated photo enforcement program that is permitted under new Georgia Law within school zones. Our attorney is reviewing now and may have the agreement ready in time for this Workshop meeting (current version is attached.) The next steps will be preparing for a permit with GDOT that involves the School Board/Superintendent as well as any issues related to our Codes that needs to be updated and added.

Recommendation:

Approve Agreement regarding automated photo enforcement between the City of Locust Grove and Blue Line Solutions (BLS) for school zones with the City as designated, namely Locust Grove Elementary School until other zones are added in the future.



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2019, between **Blue Line Solutions, LLC** (herein "BLS"), and the **City of Locust Grove, GA** (herein "City,") a City of the State of Georgia.

WITNESSED:

WHEREAS, BLS has the legal possession and processes, referred to collectively as the "Automated Speed Enforcement System" (herein "ASE System"), and

WHEREAS, City desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Notice of Liability" means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

"Person" or "persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, or political subdivision thereof or any other form of entity.

"ASE System" means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

2. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A**.

3. City AGREES TO PROVIDE:

The scope of work identified in **Exhibit B**.



4. TERMS AND TERMINATION

a. The term of this Agreement shall be for 4 (four) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for three additional 2 (two) year period at the sole option of City. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this agreement without cause with 30-day notice;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and notices of violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of Jurisdiction, State or Federal, that the ASE System or the underlying infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.

5. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or



arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

6. FEES AND PAYMENT

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in Exhibit C.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

7. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of notices of violation or the fulfillment of BLS's obligations to City under this Agreement.

8. CONFIDENTIAL INFORMATION

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.

9. OWNERSHIP OF SYSTEM

It is understood by the City that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The ASE System is being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing.



10. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

11. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

12. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in paragraph 19 below.

13. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.



14. ADDITIONAL SERVICES

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorize BLS to withdraw invoiced amounts on a one time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

15. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

17. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

18. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.



19. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

20. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions
Mark Hutchinson, CEO
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416

Notices to Locust Grove
Chief Jesse Patton
3640 Highway 42
Locust Grove, GA 30248

21. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.



22. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: _____

City OF _____

STATE OF _____

Mayor

Approved and authorized this _____ day of _____, 20_____.

City Clerk



Exhibit A

BLS Obligations and Scope of Work

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing notices of liability. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide the City the ability to view and print an Evidence Package and shall include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City;
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall provide City access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:
 - i) Total number of violation events.
 - ii) Total number of actionable violation events.
 - iii) Total number of Notices of Liability issued.
 - iv) Total number of Notices of Liability paid.
 - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.



- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide (2) radar speed signs per school zone for placement prior to enforcement cameras.



**Exhibit B
City Obligations and Scope of Work**

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) City shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) The City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. City shall ensure all necessary GA DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, City or other government agency. City will be solely responsible for all placement of warning signs in strict compliance with DOT regulations. City shall provide any necessary permits at no cost to BLS.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.
- 10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access electricity, electricity hookup, etc. needed. City will obtain all city, state, and county or special permits needed for placement of poles, electricity, or any other service needed for the installation and usage of the ASE System. BLS with written consent may assist with installation at the City's cost. City shall reimburse BLS for any expenses related to pole or electricity installation, repair, alteration, or maintenance requested in writing by City.



- 11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.
- 12) City shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, and etc. City will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request for BLS to turn ASE System off during unpermitted time periods.
- 13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements.
- 14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees or authorized agents.
- 15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement



**Exhibit C
Service Fees**

The City agrees to pay BLS the Fee(s) as itemized below:

Revenue of paid Notice of Liability shall be shared between the two parties:

The City's portion shall be 65% of all paid Notice of Liabilities and BLS's portion shall be 35% of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & Infrastructure. ASE System equipment and installation costs are recovered by BLS in 24 equal monthly installments from net revenue generated and apportioned to BLS from revenue share beginning from the first revenue disbursement to the City from each ASE system. In the event the agreement is terminated by the City as allowed by Section 4.A., prior to full recovery of equipment and installation costs, the City will be responsible for the balance. Full payment will be due within 30 days after written termination.

Fees Charged to Violators

- A credit card processing fee of \$3.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment paid via the internet. The fee will be \$4.90 for credit/debit card payments processed manually for phone payments. Such processing fees shall be collected by BLS during payment of violation.



Exhibit D

Number and Locations of ASE System Equipment:

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by Agency and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

_____ ASE System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date:

Agency Signature

Date

Blue Line Solutions, LLC Signature

Date



Administration Department
P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: **Extension of Water Tank Maintenance with American Tank**

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: **Fund 505 – Increase of 8.9% over past three (3) years.**

Date Received: **September 16, 2020**

Workshop Date: **September 21, 2020**

Regular Meeting Date **October 5, 2020**

Discussion:

The attached draft contracts are for extension of maintenance for the three water tanks: 250,000-gallon Highway 42 Tank, the 500,000-gallon [N/F] Horsetown Tank, and the 750,000-gallon tank on MLK, Jr. Drive. American Tank Maintenance has performed rather well in their initial 3-years of work with us, and we would like to recommend an extension at this time for up to three (3) more years. There is an increase of 8.9% over the prior three years of outlay; however, this would be expected over the life of the prior proposal and agreement.

Recommendation:

TBD – RECOMMEND APPROVAL ONCE RESOLUTION IS DRAFTED

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF LOCUST GROVE TO EXTEND AN EXISTING WATER TANK MAINTENANCE SERVICES AGREEMENT WITH AMERICAN TANK MAINTENANCE; TO AUTHORIZE THE MAYOR TO SIGN DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY ATTORNEY TO PREPARE DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

W I T N E S S E T H :

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City wishes to extend a Water Tank Maintenance Agreement (the “Agreement”) with American Tank Maintenance for three (3) elevated water tanks at Highway 42 (250,000 gallons), N/F Horsetown/Price Drive (500,000 gallons) and MLK Drive (750,000 gallons) in Locust Grove; and

WHEREAS, American Tank Maintenance has performed very well in their initial three years of service of those tanks within the City and has offered to continue service at a new, revised steady fee structure beginning in 2021 and up until December 31, 2023 under the existing 1-year term extensions; and

WHEREAS, the Mayor and Council of the City of Locust Grove, in the exercise of their sound judgment and discretion, after giving thorough consideration to all the implications involved, and keeping in mind the public interest and welfare of the citizens of the City, have determined that leasing said equipment would be advantageous to and would benefit the citizens of the City.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:

1. **American Tank Maintenance Agreement.** The Locust Grove City Council hereby authorizes the Mayor to enter into the extended Water Tank Maintenance Services Agreement as permitted under Georgia law and in substantially the same terms set forth in Exhibit “A” attached hereto and incorporated herein by reference, subject to review and approval as to form by the City Attorney.

2. **Authorization for Mayor.** That the Locust Grove City Council hereby authorizes the Mayor to execute said Agreement and those documents necessary to effectuate this Resolution. A copy of said documents shall be filed with the City Clerk.

3. **Attestation.** That the Locust Grove City Council hereby authorizes the City Clerk or Assistant City Clerk to attest the signature of the Mayor appearing on the documents, to affix the official seal of the City thereto as necessary to effectuate this Resolution and to place this Resolution and an executed copy of all such documents regarding this Resolution among the minutes or official records of the City for future reference.

4. **Authorization for Attorney.** The Locust Grove City Council hereby authorizes the City Attorney to review as to form and conformance with state law said Agreements and any and all documents necessary to effectuate this Resolution.

5. **Severability.** To the extent any portion of this Resolution or said Agreements declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution or said Agreements.

6. **Repeal of Conflicting Provisions.** Resolutions or agreements in conflict with this Resolution or the terms of the attached Agreements are repealed to the extent of the conflict.

7. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this ____ day of _____, 2020.

ROBERT PRICE, MAYOR

ATTEST:

MISTY SPURLING, CITY CLERK
(seal)

APPROVAL AS TO FORM:

ANDY WELCH, City Attorney

EXHIBIT "A"

**WATER TANK MAINTENANCE AGREEMENTS WITH AMERICAN TANK
MAINTENANCE:**

250,000 GALLON ELEVATED TANK ON HIGHWAY 42

500,000 GALLON ELEVATED TANK AT N/F HORSETOWN/PRICE ROAD

750,000 GALLON ELEVATED TANK ON MLK, JR. DRIVE

This agreement entered into by and between the City of Locust Grove hereinafter known as the Owner, the American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 250,000-gallon water storage tank located at Highway 42 Tank.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above-referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tank during the term of this agreement. Maintenance and care shall include: steel replacement, steel components, expansion joints, water level indicators, manhole covers and/or gaskets, and other components of the water storage tank.

The Company shall perform visual inspections and service the water storage tank beginning in Contract Year 1. The water storage tank and its components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every two years with the Owner beginning in Contract Year 2. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tank at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of the water storage tank in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall install and maintain an anti-climb deterrent device on the access ladder to deter unauthorized access to the water storage tank. The Company shall install and maintain locks on all hatches of the water storage tank to deter unauthorized entry. The keys to the locks shall remain in the possession of the Owner and the Company.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tank. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, P.O. Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

Until either party gives the other party three months advance notice of termination, this agreement shall become effective on the date of signature by party last to sign and shall remain in effect until 11:59 pm on December 31st, 2020 at which time the agreement shall terminate without any financial obligation of the City and then shall renew automatically at 12:00 a.m. on the first day of the next calendar year for an additional 1-year term. At the end of each subsequent one-year term the agreement shall terminate as of 11:59 p.m. on the last day of the year with no financial obligations being owed by the City and then automatically renew at 12:00 a.m. on the first day of the next calendar year for each subsequent one-year term but not to exceed a total of ten single-year terms. This agreement is intended and should be construed to comply with O.C.G.A. §36-60-13. The annual fee for each subsequent contract year shall be \$13,143.00 per year. The maximum number of renewal years shall not exceed three (3) and thus, unless otherwise terminated, this contract shall terminate automatically at 11:59 pm or December 31, 2023.

The annual fee shall be due and payable in quarterly installments beginning March 1, 2021.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks were not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institutions as collateral for any loans or lines of credit.

The Company covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, the Owner/City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses,

fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Owner/City arising out of a third-party claim to the extent arising from any negligent acts or omissions of the Company, any agent, officer, director, representative, employee, consultant or subcontractor of the Company, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability arising from the negligence of the Owner/City or an Indemnitee. IN THE EVENT THE COMPANY AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY OR OFFICIAL IMMUNITY AVAILABLE TO THE OWNER OR INDEMNITEES UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.

This agreement shall be binding upon successors, legal representatives, and assigns of the respective parties hereto.

This Agreement is signed this _____ day of _____, 20____

Owner:

American Tank Maintenance, LLC:

By: _____

By: _____

Witness: _____

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

This agreement entered into by and between the City of Locust Grove hereinafter known as the Owner, the American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 500,000-gallon water storage tank located at [N/F] Horsetown Tank.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above-referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tank during the term of this agreement. Maintenance and care shall include: steel replacement, steel components, expansion joints, water level indicators, manhole covers and/or gaskets, and other components of the water storage tank.

The Company shall perform visual inspections and service the water storage tank beginning in Contract Year 2. The water storage tank and its components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every two years with the Owner beginning in Contract Year 1. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank, the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tank at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of the water storage tank in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall install and maintain an anti-climb deterrent device on the access ladder to deter unauthorized access to the water storage tank. The Company shall install and maintain locks on all hatches of the water storage tank to deter unauthorized entry. The keys to the locks shall remain in the possession of the Owner and the Company.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tank. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, P.O. Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

Until either party gives the other party three months advance notice of termination, this agreement shall become effective on the date of signature by party last to sign and shall remain in effect until 11:59 pm on December 31st, 2020 at which time the agreement shall terminate without any financial obligation of the City and then shall renew automatically at 12:00 a.m. on the first day of the next calendar year for an additional 1-year term. At the end of each subsequent one-year term the agreement shall terminate as of 11:59 p.m. on the last day of the year with no financial obligations being owed by the City and then automatically renew at 12:00 a.m. on the first day of the next calendar year for each subsequent one-year term but not to exceed a total of ten single-year terms. This agreement is intended and should be construed to comply with O.C.G.A. §36-60-13. The annual fee for each subsequent contract year shall be \$18,862.00 per year. The maximum number of renewal years shall not exceed three (3) and thus, unless otherwise terminated, this contract shall terminate automatically at 11:59 pm on December 31, 2023.

The annual fee shall be due and payable in quarterly installments beginning March 1, 2021.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks were not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institutions as collateral for any loans or lines of credit.

The Company covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, the Owner/City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and

collectively ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Owner/City arising out of a third-party claim to the extent arising from any negligent acts or omissions of the Company, any agent, officer, director, representative, employee, consultant or subcontractor of the Company, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability arising from the negligence of the Owner/City or an Indemnitee. IN THE EVENT THE COMPANY AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY OR OFFICIAL IMMUNITY AVAILABLE TO THE OWNER OR INDEMNITEES UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.

This agreement shall be binding upon successors, legal representatives, and assigns of the respective parties hereto.

This Agreement is signed this _____ day of _____, 20____.

Owner:

American Tank Maintenance, LLC:

By: _____

By: _____

Witness: _____

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

This agreement entered into by and between the City of Locust Grove hereinafter known as the Owner, the American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 750,000-gallon water storage tank located at MLK Tank.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above-referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to maintain and care for the water storage tank during the term of this agreement. Maintenance and care shall include: steel replacement, steel components, expansion joints, water level indicators, manhole covers and/or gaskets, and other components of the water storage tank.

The Company shall perform visual inspections and service the water storage tank beginning in Contract Year 2. The water storage tank and its components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every two years with the Owner beginning in Contract Year 1. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank, the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform surface preparation and paint the exterior and/or interior surfaces of the water storage tank at such time as needed. The need for exterior painting shall be determined by the appearance and protective condition of the existing coating system and the Company shall use the same color of the existing coating system. The need for interior painting shall be determined by the thickness of the existing coating system and its protective condition.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia, the American Water Works Association, and the Steel Structures Painting Council. The Company shall perform all services relating to the interior of the water storage tank in accordance with procedures outlined in American Water Works Association D-102 standards.

The Company shall utilize coating systems which best suit the site conditions, environment, and general location of the water storage tank and are in compliance with local, state and federal statutes.

The Company shall install and maintain an anti-climb deterrent device on the access ladder to deter unauthorized access to the water storage tank. The Company shall install and maintain locks on all hatches of the water storage tank to deter unauthorized entry. The keys to the locks shall remain in the possession of the Owner and the Company.

The Company shall provide emergency service to handle any problems covered by this agreement with the water storage tank. Reasonable mobilization time shall be acceptable to the Owner.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, P.O. Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

Until either party gives the other party three months advance notice of termination, this agreement shall become effective on the date of signature by party last to sign and shall remain in effect until 11:59 pm on December 31st, 2020 at which time the agreement shall terminate without any financial obligation of the City and then shall renew automatically at 12:00 a.m. on the first day of the next calendar year for an additional 1-year term. At the end of each subsequent one-year term the agreement shall terminate as of 11:59 p.m. on the last day of the year with no financial obligations being owed by the City and then automatically renew at 12:00 a.m. on the first day of the next calendar year for each subsequent one-year term but not to exceed a total of ten single-year terms. This agreement is intended and should be construed to comply with O.C.G.A. §36-60-13. The annual fee for each subsequent contract year shall be \$20,438.00 per year. The maximum number of renewal years shall not exceed three (3) and thus, unless otherwise terminated, this contract shall terminate automatically at 11:59 pm or December 31, 2023.

The annual fee shall be due and payable in quarterly installments beginning March 1, 2021.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks were not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institutions as collateral for any loans or lines of credit.

The Company covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, the Owner/City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and

collectively ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Owner/City arising out of a third-party claim to the extent arising from any negligent acts or omissions of the Company, any agent, officer, director, representative, employee, consultant or subcontractor of the Company, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability arising from the negligence of the Owner/City or an Indemnitee. IN THE EVENT THE COMPANY AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY OR OFFICIAL IMMUNITY AVAILABLE TO THE OWNER OR INDEMNITEES UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.

This agreement shall be binding upon successors, legal representatives, and assigns of the respective parties hereto.

This Agreement is signed this _____ day of _____, 20____.

Owner:

American Tank Maintenance, LLC:

By: _____

By: _____

Witness: _____

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.

Jack,

As you and I just discussed, our maintenance contract had a provision in it to end on Dec. 31, 2020. I have attached all 3 contracts for you to review.

We would certainly like to renew your maintenance contract but would need an addendum to the existing contract or a new contract to renew. The fees will go up slightly for inflation as depicted below.

Let me know if you have any questions.

	Current Fees			Future Fees		
	2018	2019	2020	2021	2022	2023
500,000 Elevated - Horsetown	\$ 17,305	\$ 17,305	\$ 17,305	\$ 18,862	\$ 18,862	\$ 18,862
250,000 Elevated - Hwy 42	\$ 12,058	\$ 12,058	\$ 12,058	\$ 13,143	\$ 13,143	\$ 13,143
750,000 Pedisphere - MLK	\$ 18,750	\$ 18,750	\$ 18,750	\$ 20,438	\$ 20,438	\$ 20,438
Total	\$ 48,113	\$ 48,113	\$ 48,113	\$ 52,443	\$ 52,443	\$ 52,443

Thanks,

Sheldon Shelton
Executive VP Sales / Principal
American Tank Maintenance
(478)737-9266





Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
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Item Coversheet

Item: **Contract for Sanitation Services – Advanced Disposal**

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: **Yes, Sanitation enterprise funds**

Date Received: **September 16, 2020**

Workshop Date: **September 21, 2020**

Regular Meeting Date N/A

Discussion:

As awarded in the August Special Called Meeting, we have produced a revised Contract with the language within those guidelines. Barring any further revisions, this should be good to go.

Recommendation:

Recommend Approval of Contract with Advanced Disposal.

**AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this "Agreement") made and entered into on the ____ day of _____, 2020, (the "Effective Date") by and between the City of LOCUST GROVE, a political subdivision of the State of GEORGIA and, by and through its Mayor and Council ("City") and Advanced Disposal ("Contractor").

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of powers of the City; and

WHEREAS, the granting of an exclusive Agreement pursuant to this Agreement to a private company for the collection, transportation and disposal of solid waste is a valid function of City and such Agreement is proprietary in nature; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the collection of Residential Solid Waste; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City ; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

1.1 **"Agreement"** has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 **"Biomedical Waste"** shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated.

1.3 **"Bulky Waste"** means discarded household items that will not fit within an empty 95 gallon cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, large toys, bicycles, fish aquariums, sofas, chairs, tables, white goods, and other similar household items.

1.4 **"C&D Materials"** means waste building materials and rubble, excluding Hazardous Waste, resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures. Such waste includes, but is not limited to, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other non-putrescible wastes which have a low potential for groundwater contamination.

1.5 **"Cart"** means a rollout receptacle for Residential Solid Waste with a capacity of 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. Carts may be those provided and owned by the City. If City has not provided Contractor with written notice that the City has supplied customers with Carts, then Contractor will supply Carts to customers.

1.6 **"City"** means the City of Locust Grove which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 **"Contractor"** has the meaning set forth in the first paragraph above.

1.8 **"Curbside"** means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts and Bulky Waste for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the City or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 **"Customer"** means the owner and/or occupant of a Residential Premises.

1.10 **"Disabled Person"** means the owner or tenant of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location

Commented [AP1]: Do we want to add "white goods" to this paragraph?

Commented [TY2R1]: No. not in this section

Commented [AP9]: Do we want to add "white goods" to this paragraph?

Commented [TY4R3]: Yes. done.

for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall not include any person located at commercial premises.

1.11 "Effective Date" means the date on which last party executes this Agreement as noted on the signature pages.

1.12 "Force Majeure" means any act, event, or condition having a direct material adverse effect on a party's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, if such act, event, or condition is beyond the reasonable control of the party. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects the: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder

1.13 "Garbage" means solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products. Garbage does not include Hazardous Waste or Biomedical Waste.

1.14 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which is ineligible under local, state or federal law for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.15 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.16 “Overage” has the meaning set forth in 1.18 “Residential Solid Waste” below, but that shall from time to time be placed outside the Cart either on top, by the side, or both locations that is merely occasional and not routine action of the Customer.

Commented [AP5]: Where is this term used in this Agreement?

Commented [TY645]: See section 3.3

1.17 “Residential Premises” means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, multifamily townhomes and condominium developments (without centralized trash collection), and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.18 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, , Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor. This definition also includes commercial establishments (primarily within the historic downtown vicinity) generating waste suitable for use of one or more 95-gallon carts.

1.19 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.20 “Services” has the meaning set forth below in Section 2.2.

1.21 “Sludge” means byproducts from the City’s Indian Creek Wastewater Pollution Control Plant pressing process containing residual solids as well as some liquid contained within the solids that must be transported to a landfill designated for the acceptance of said waste.

1.22 “Special Waste” means any and all treated/de characterized (formerly hazardous) wastes; polychlorinated biphenyl (PCB) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

Commented [AP3]: How is this term defined? It is not used in all definitions of other terms and it is in the scope of services Contractor will provide.

Commented [TY6R7]:

1.23 “Term” has the meaning set forth below in Section 2.4.

1.24 “Unacceptable Waste” mean (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor’s vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor’s employees, (d) the term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency, and (e) waste which

is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.25 "White Goods" means household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

1.26 "Yard Trash" means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance at a Residential Premises other than mining, agricultural, and silvicultural operations..

Section 2.0 – Scope of Agreement

2.1 Recitals: Conflict. The parties hereto acknowledge and agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated herein by this reference.

2.2 Scope. The performance of this scope of work and Contractors' obligations under Section 3.0 of this Agreement constitutes the Services the Contractor is required to provide in accordance with this Agreement. The work under this Agreement shall consist of the collection of Residential Solid Waste once a week at curbside by Contractor from the Residential Premises. In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During Term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2021. No earlier than ninety (90) days and not later than sixty (60) days before December 31st of the final year of each Term including any extension of this Agreement Contractor or City may enter into good faith negotiations with the other party and agree upon rates with adjustments, if any, and modification to any other terms of this Agreement. This Agreement or any amendments thereto will be renewed automatically for a maximum of two one-year terms unless either party provides at least sixty (60) days prior

written notice to the other party of its intent not to renew the Agreement prior to December 31st of each calendar year during the Terms of this Agreement. Notwithstanding any other provision of this Agreement, at the conclusion of each one-year term, the Agreement terminates absolutely; and the debts, if any, incurred by the City to Contractor are automatically and absolutely extinguished, satisfied and non-existent at the expiration of each one-year term regardless of whether the Agreement is renewed.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 **Residential Solid Waste.** Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart and shall place the Cart at Curbside by 6:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date and has the right to refuse to collect all Unacceptable Waste. Contractor will collect cart contents only. Overage as defined in 1.17 of this Agreement placed outside cart may be collected at the discretion of the Contractor only to the extent of occasional placement due to holiday or other event and may be rejected by the Contractor if found to be a routine practice requiring the purchase of an additional cart by the Resident. Notice shall be given to the Customer of the need for additional cart as well as to the City. Personal carts will not be collected.

3.1.2 **Bulky Waste.** The City shall collect Bulky Waste from the Residential Premises that generated such Bulky Waste on a weekly basis. Coordination of Residential Collection and Bulk Collection shall be made between the Contractor and the City to ensure that Customers are aware of any changes in collection dates and conditions of collection of each category of trash.

3.1.3 **Disposal of Waste.** Contractor may deliver all Residential Solid Waste collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.2 Carts

If elected under Section 1.5 of this Agreement, the City shall furnish new Carts for every Residential Premises receiving the Services as contemplated by this Agreement. Such Carts shall at all times remain the property of the City of Locust Grove. It shall be the responsibility of the Customers of the Residential Premises to properly use and safeguard the Carts. It shall be the responsibility of Contractor to properly use and not

damage or destroy the Carts in performance of the Services. City shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by City and such Customer shall have responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. City shall have the right to charge Contractor or Customers for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge over the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight. Non-Curbside Services are not available for the collection of Bulky Waste and shall only be provided to Disabled Persons at Residential Premises.

Commented [AP9]: How many people will receive the service now and is that number more than 2%?

Commented [T92089]: We can work with that since it only goes from 2% to 3% or allowing that people only pay 3%.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment.

3.5 Hours and Days of Operation; Holidays

3.5.1 Collection of Residential Solid Waste under this Agreement shall not start before 6:00 AM nor continue after 7:00 PM each day. No collection of Residential Solid Waste under this Agreement shall take place on any Sunday.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

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New Years' Day
Thanksgiving Day
Christmas Day

Independence Day
Labor Day
Memorial Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Residential Solid Waste collection service at least four days per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons.

3.6 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints: Missed Collections: Cart Overage

3.7.1 Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of alleged missed scheduled collections for Residential Solid Waste (a "Missed Collection"), Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure, Contractor shall collect the Residential Solid Waste from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on Sunday.

3.7.3 In the event of Cart Overage, the Contractor shall use discretion on whether to provide service in collection, especially for events such as holidays where one might expect some overage amount. For more routine overage, Contractor shall notify the City and Customer that they will need to purchase an additional cart for service.

3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly-owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any Residential Solid Waste or other acceptable materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 8:00 a.m. to 5:00 p.m. daily Monday through Friday. An internet website with ability to interact with customers and the City is preferred, with electronic mail address for information and/or customer service matters.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the

Services as soon after the natural disaster as possible. The collection of Residential Solid Waste shall not be the highest priority. The collection of debris generated by a natural disaster shall be the responsibility of the Contractor. The Contractor agrees to provide reasonable cooperation, at no additional cost to the City, unless agreed to by the parties, collecting the debris in the aftermath of a natural disaster in an effort to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day.

Section 4.0 – City Responsibilities

4.1 Initiation of Accounts and Billing: The City will be responsible for billing and collecting the Service Fee for the Services rendered by Contractor from all Residential Premises. The City will also be responsible for setting up all new accounts with respect to newly constructed Residential Premises and receiving any necessary information from such new Residential Premises and for referring the owners of such new Residential Premises to the Contractor so that the Contractor can initiate service.

4.2 Public Education and Outreach: The Contractor will work with the City for conducting all formal public education programs and outreach related to the Services. The City will proof and approve all public education/information materials as camera-ready copy, including information to be included in packages to be distributed by the City with the Carts and via the City's Internet site.

4.3 Service Referrals: The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

4.4 Compliance With law: The City shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement. The City shall pay the Service Fees to Contractor by the 30th day of each calendar month for the Services rendered during the previous calendar month. The City shall submit, together with payment, a statement of the Services Fees that the City believes to be due and owing to Contractor for the Services rendered by the Contractor during the previous calendar month (the “Statement of Fees”) based the terms and conditions of this Agreement. Such Statement of Fees shall include the number of Residential Premises receiving the Services. The City shall pay to the Contractor the amounts set forth in the Statement of Fees and otherwise as contemplated hereby. Upon receipt of the Statement of Fees issued by the City, the Contractor shall notify the City of any dispute it may have with respect to the City’s Statement of Fees, provided that the City shall pay all undisputed amounts in accordance with this Agreement. If the parties are unable to settle any such disputes with respect to any Statement of Fees within a commercially reasonable time, then the parties shall submit such dispute to the dispute resolution procedure set forth in Section 10.2.

5.1.2. The City shall submit statements and collect the fees for the Services rendered by Contractor from all Residential Premises, including those accounts which are delinquent. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises.

5.2 Service Fee Adjustments

5.2.1 The Service Fees payable to the Contractor pursuant to a Term of this Agreement may be adjusted through a petition to Mayor and Council for approval or denial for an increase on the basis of 100% of the increase, if any, in the Consumer Price Index for All Rural Consumers, U.S. Rural City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the “CPI”), during the immediately preceding twelve(12)-month period. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

Commented [AP11]: Or Southeast but not entire nation and all Urban Cities which include NY, Atlanta, Los Angeles, etc.
Commented [AP12]: Or Southeast but not entire nation and all Urban Cities which include NY, Atlanta, Los Angeles, etc.

5.2.2 The Contractor shall have the right to petition Mayor and Council for approval or denial to receive reimbursement from the City for increases, if any, in the cost of diesel fuel during the Term of this Agreement. Before September 1, 2021 (the "Fuel Adjustment Date"), the Contractor may notify the City in writing of the amount of such reimbursement as calculated pursuant to this Section 5.1 (the "Fuel Adjustment Notice"). Within thirty (30) days after the receipt by the City of the Fuel Adjustment Notice, the City may reimburse the Contractor an amount equal to any increases in the average cost of diesel fuel as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East Lower Atlanta (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers (the "Index") during the preceding twelve month period (the "Service Fee Fuel Adjustment") over the Base Cost per Gallon of Diesel Fuel. For purposes of the Service Fee Fuel Adjustment, the Base Cost per Gallon of Diesel Fuel as of the date hereof shall be \$ 2.864. In the event of an increase in the average Base Cost per Gallon of Diesel Fuel as reported by the Index on the Fuel Adjustment Date, Contractor shall certify to the City the number of gallons of diesel fuel consumed by Contractor in the performance of this Agreement during the preceding twelve-month period. The Service Fee Fuel Adjustment shall then be calculated based on such number of gallons of diesel fuel multiplied by the increase, if any, in the average cost per gallon of diesel fuel as reported by the Index over the Base Cost per Gallon of Diesel Fuel.

5.3 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Section 5.2.1, the Service Fees may also be adjusted to compensate Contractor with a petition to Mayor and Council to approve or deny due to increases, if any, in the Contractor's costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The City agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," imposed prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, City, city, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection

Services which are imposed on the Contractor by law, ordinance or regulation imposed prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In addition to the foregoing, the Contractor may be permitted to charge for Non-Curbside Collection if, during the preceding period, the number of Service Units qualifying for such Collection reached three percent (2%) of Residential Premises.

Commented [AF13]: Check against what I said I am proposing

Commented [TY14R13]: It's 2% and we're OK

Section 6.0 - Indemnity

Indemnification & Hold Harmless: The Contractor covenants and agrees to take and assume all risk and responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting from the performance or character of the Services rendered, and materials used pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the City of Locust Grove, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as ("City of Locust Grove Parties")) from and against any and all claims, injuries, suits actions, judgments, damages losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense, (hereinafter "Liabilities") which may be alleged or result from the Services and materials used, the performance of contracted Services, or the actions otherwise of the Contractor or any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone else for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City of Locust Grove or City of Locust Grove Parties. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims against the City of Locust Grove or City of Locust Grove Parties by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contract or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City of Locust Grove and City of Locust Grove Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement or the materials used during the performance of this Agreement.

Commented [AP15]: there is no such term "Work"

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of

insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$500,000 each occurrence
	\$5,000,000 each occurrence

Section 8.0 – Title to Waste

Title to the Residential Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

Section 9.0 – Events of Default; Remedies

9.1 **Events of Default by Contractor.** The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed

against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by City. The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the City shall immediately be in default of this Agreement in the event the City fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the City or to provide the City with such fifteen (15) day period to cure such default; or

9.2.2. The City becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either

party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor. Any rights of City not expressly granted in this Agreement are reserved by the City.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the other would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached. Therefore, to the extent provided by law, the parties agree that the non-breaching party shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the breaching party and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure.

Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City for services actually performed prior to the Force Majeure and the agreements and obligations by the City set forth in Section 2.2 and 2.3, neither party shall be liable in any

manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure. A Force Majeure does not exist unless the party asserting a Force Majeure ("Asserting Party") provides the other party written notice of the act, event or condition which the Asserting Party deems a Force Majeure and the duration in which such party anticipates the Force Majeure will affect the Affecting Party's obligations under this Agreement. Within 48 hours, the other party has a right to object and propose a reasonable alternative duration for the asserted Force Majeure, which shall control unless disputed by the Asserting Party, in accordance with Section 9.3 of this Agreement.

Section 10.0 – Miscellaneous Provisions

10.1 **Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City Manager
3644 Highway 42
Locust Grove, GA 30248
Phone:770 957-5043

As to Contractor:

Steve Edwards
Charlie Gray, Southern Regional VP
120 Rodeo Drive
Jackson, GA 30233

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Dispute Resolution

(a) Before either party may take any legal action against the other to enforce the terms and conditions of this Agreement, the party seeking redress must first present all claims to be litigated before a mediator for mediation. If a mediator cannot be agreed upon by the parties of this Agreement, the mediator shall be selected by the presiding judge of Henry County's Superior Court. The petition for mediation shall be provided to the other party to this Agreement in the manner provided for notices in this Agreement. Mediation shall be completed within sixty (60) days from the date a mediator is selected. The cost of the mediator shall be divided equally between the parties. The parties shall participate in mediation in good faith. As a jurisdictional prerequisite, the completion of mediation or the

passage of sixty (60) days after selection of a mediator must occur before either party may file suit to enforce any provision of this Agreement.

(b) This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law. The parties hereby consent to the personal jurisdiction of the state and federal courts within Henry County, and the United States District Court for the Northern District of Georgia, for the adjudication of all matters relating to, or arising under, this Agreement.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate with the consent of the City.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations

The City represents and warrants to Contractor and covenants and agrees as follows:

- (a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of Mayor and Council adopted the _____ in open meeting and of record in its official minutes.
- (b) The City validly exists as a political subdivision under the laws of the State of GEORGIA. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City's MAYOR has duly authorized the execution and delivery of this Agreement and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation, or ordinance in connection with the City's and execution of this Agreement.
- (c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

CITY OF LOCUST GROVE

Witness

By: _____
Name: Robert Price
Title: Mayor

Notary Public

Attest: _____
Name: Misty Spurling
Title: City Clerk
Date: _____

Advanced Disposal Services

Witness

By: _____
Name: Charlie Gray
Title: Regional Vice President
Date: _____

Notary Public

Attest: _____

EXHIBIT A
PRICING SHEET FROM RFP SUBMITTAL



CITY OF LOCUST GROVE
COLG2020-540-01 Res/Comm. Solid Waste
Pricing Sheet (sealed separately)

Garbage Service once a week with a 95-gallon city-owned/maintained cart (per month)	\$ <u>9.95</u>
Additional residential cart service (for those that desire a additional carts – per month)	\$ <u>9.00</u>
One eight yard contractor owned FEL Dumpster service once a week at Public Safety Building 25 Frances Ward Drive	No Charge
Three (3) two yard contractor-owned FEL Dumpster service once a week at the Wastewater Plant	No Charge
Service for up to four (4) city-owned 95 gallon rolling carts at City Hall	No Charge
One twenty-yard enclosed recycling contractor owned roll off container for single stream recyclables with 1 to 2 hauls per month (Please note any particular exceptions or conditions on recycling materials, etc.)	No Charge
One thirty yard contractor owned roll off container for construction and demolition debris with 2 to 3 hauls per month (Please note if Rental Rate is included in Haul Rate by putting "Incl." in that particular field. Also note any particular conditions or limitations.)	Monthly Container Rental Rate \$ <u>162</u> Haul Rate \$ <u>175</u> Tonnage Rate \$ <u>49.00</u>
One Thirty Five yard contractor owned roll off compactor for municipal solid Waste with 2 to 3 hauls per month (Please note if Rental Rate is Included in Haul Rate by putting "Incl." in that particular field. Also note any particular conditions or Rmitations.)	Monthly Container Rental Rate \$ <u>162</u> Haul Rate \$ <u>175</u> Tonnage Rate \$ <u>43.00</u>
One twenty yard contractor owned roll off container for metals with 1 pull per month [City receives all rebates] (Please note if Rental Rate is Included in Haul Rate by putting "Incl." in that particular field. Also note any particular conditions or limitations.)	Monthly Container Rental Rate \$ <u>162</u> Haul Rate \$ <u>175</u>

EXCEPTIONS: (Please note any exceptions from the minimum requirements of this RFP that you are unwilling or unable to do which will require the City to perform task or seek additional contract service) Place a "check mark" or "X" in box along with separate sheet or sheets explaining the exceptions.

Alternatives: (Please note the item related to service as discussed within the RFP and/or the Pre Proposal Meeting). Here is where to include items such as service with provided carts by the waste hauler instead of the city, Curbside Recycling as an additional cost option, and Bulk Pickup on an established basis (i.e. weekly with normal pickup, monthly, or subscribed or other type of pre-arranged service). Place a "check mark" or "X" in box along with separate sheet or sheets explaining the Alternatives along with cost.

Every other week
Recycle with 65
gallon carts
\$3.75/month per
home

ADS will continue
Bulk collection
for \$1.15 per
month per home

ADS will continue
to provide carts
for the same
price of \$9.95 per
home

ADS can provide
a disposal rate of
\$43.50 to Locust
Grove at our
Jackson Transfer
Station for bulk
waste. 12 miles
away 20 Minutes
South of Locust
Grove in
Jackson

Work with local
transfer station to
get volume to
Wolf Creek
Landfill

