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August 16, 2022

COUNCIL AGENDA
PERRY EVENTS CENTER
1121 MACON ROAD, PERRY, GA 31069

6:00 PM

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Recognition(s) / Presentation(s): Mayor Randall Walker
 - 4a. Introduction of new hires, Sierra Carroll, and Sean Whilden – Chief A. Everidge.
 - 4b. Special Events Applications – Ms. A. Hartley
 1. Harvest Dinner on October 20, 2022 from 6:00 pm – 9 pm.
 2. Downtown Perry’s Sweets and Treats on October 28, 2002 from 5:00 pm – 7:00 pm.
5. Citizens with Input.
 - 5a. Mrs. Lossie Glover and Mr. Vincent Glover
 - 5b. Matters not on the agenda
6. Public Hearing: Mayor Randall Walker

The purpose of this Public Hearing is to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. 48-5-32.

 - 6a. Public Hearing for establishing the millage rate – Mr. L. Gilmour.
7. Review of Minutes: Mayor Randall Walker
 - 7a. Council’s Consideration – Minutes of the August 1, 2022 work session, August 2, 2022 pre council meeting and August 2, 2022 council meeting.
8. Unfinished Business: Mayor Randall Walker

8a. Ordinance(s) for Second Reading(s) and Adoption:

1. **Second Reading** of an ordinance to amend the LMO relative to establishing a Historic Preservation Commission and supporting procedures/standards – Mr. B. Wood.

9. Other Unfinished Business:

- 9a. Mayor Randall Walker
- 9b. Councilmembers
- 9c. City Attorney Brooke Newby
- 9d. City Manager Lee Gilmour
- 9e. Assistant City Manager Robert Smith

10. Community Partner(s) Update(s):

11. New Business: Mayor Randall Walker

11a. Matters referred from August 15, 2022 work session and August 16, 2022 pre council meeting.

11b. Award of Bid(s):

1. Award of Bid No. 2023-02 Pine Needle Park Path Phase 1A – Mr. R. Smith
2. Award of Contract RFP 2022-05 Pine Needle Park Playground – Mr. R. Smith.
3. Award of Bid No. RIQ 2023-01 Fire/Rescue UTV – Chief L. Parker

11c. Resolution(s) for Consideration and Adoption:

1. Resolution amending the City of Perry COBRA Subsidy Policy – Mr. L. Gilmour.
2. Resolution declaring certain assets surplus – Chief A. Everidge.

11d. Request from Board of Elections to Utilize Perry Events Center – Mr. R. Smith.

11e. Amendment No. 25 to agreement between ESG and City of Perry – Ms. B. Newby.

11f. Go Fish garbage pickup services agreement – Ms. B. Newby.

12. Council Members Items:

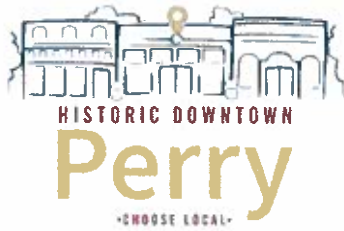
13. Department Heads/Staff Items:

14. General Public Items:

15. Mayor Items:

16. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.



Harvest Dinner Event Application Summary

Date: Thursday, October 20, 2022

Time: 6:00 pm – 9:00 pm

Location: 900 Block of Carroll Street

Proposed Street Closures:

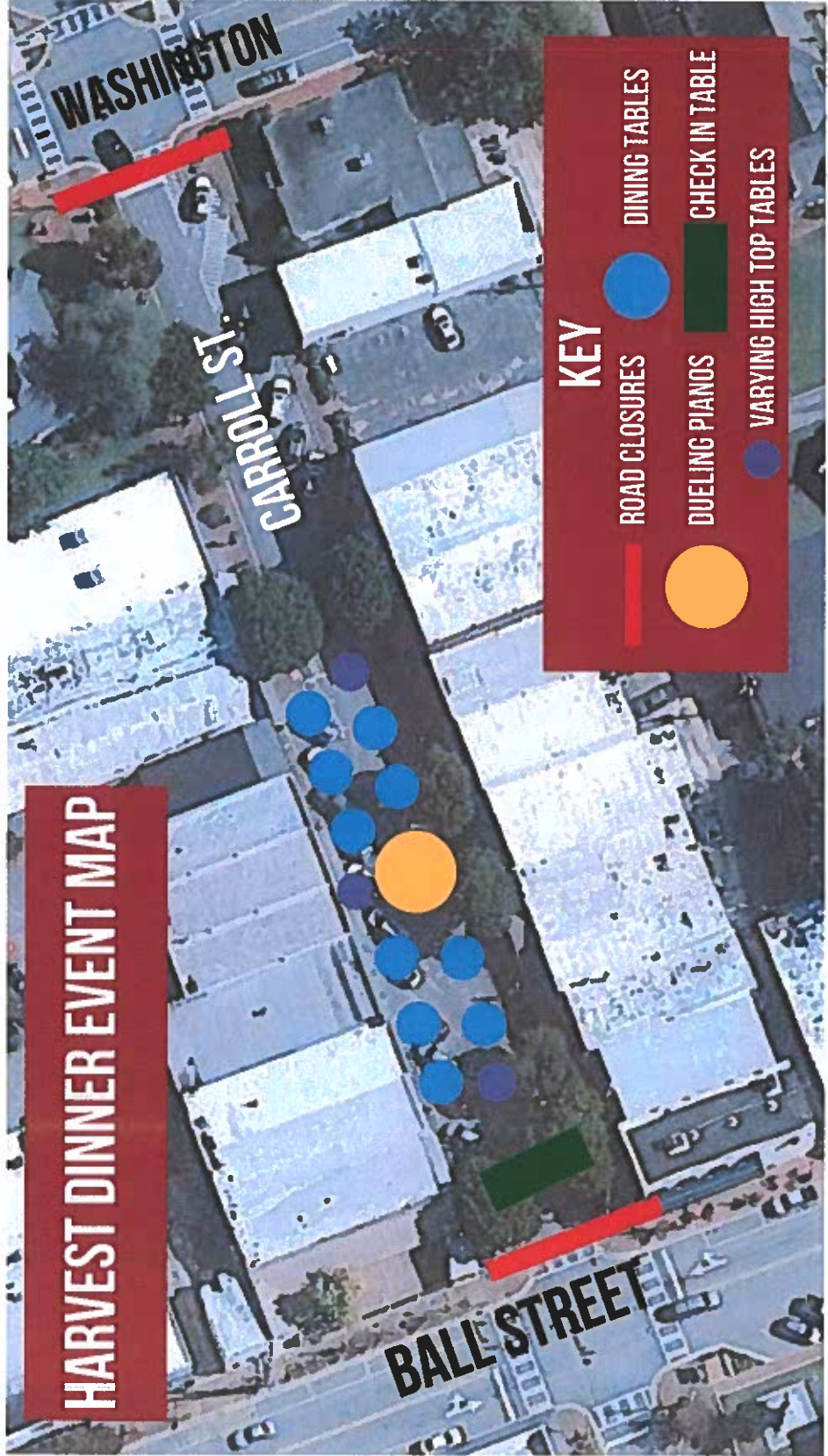
- 900 Block of Carroll Street between Ball St. and Washington St. from 3pm – 11pm.
 - We will have signage noting that the dinner and entertainment is a private event but restaurants along the 900 block of Carroll are still open for business.

Brief event summary: This event is a fall fundraiser for the Main Street Advisory Board. It will be a seated dinner showcasing Historic Downtown Perry. There will be music entertainment for the guests featuring The Flying Ivories (dueling pianos).

City Services Requested:

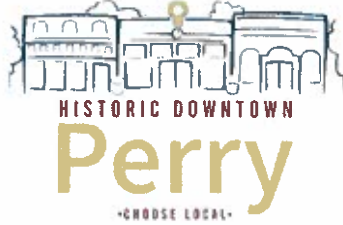
- Street Closures
- Access to electricity and cord covers for The Flying Ivories
- 1 portable light tower to be turned on for clean up only
- 2 trash receptacles
- String lighting
- 13 round tables and 110 chairs and high top cocktail tables

HARVEST DINNER EVENT MAP



KEY

- ROAD CLOSURES
- DINING TABLES
- DUELING PIANOS
- CHECK IN TABLE
- VARYING HIGH TOP TABLES



Downtown Perry's Sweets and Treats Event Application Summary

Date: Friday, October 28, 2022

Time: 5:00 pm – 7:00 pm

Location: Downtown Perry

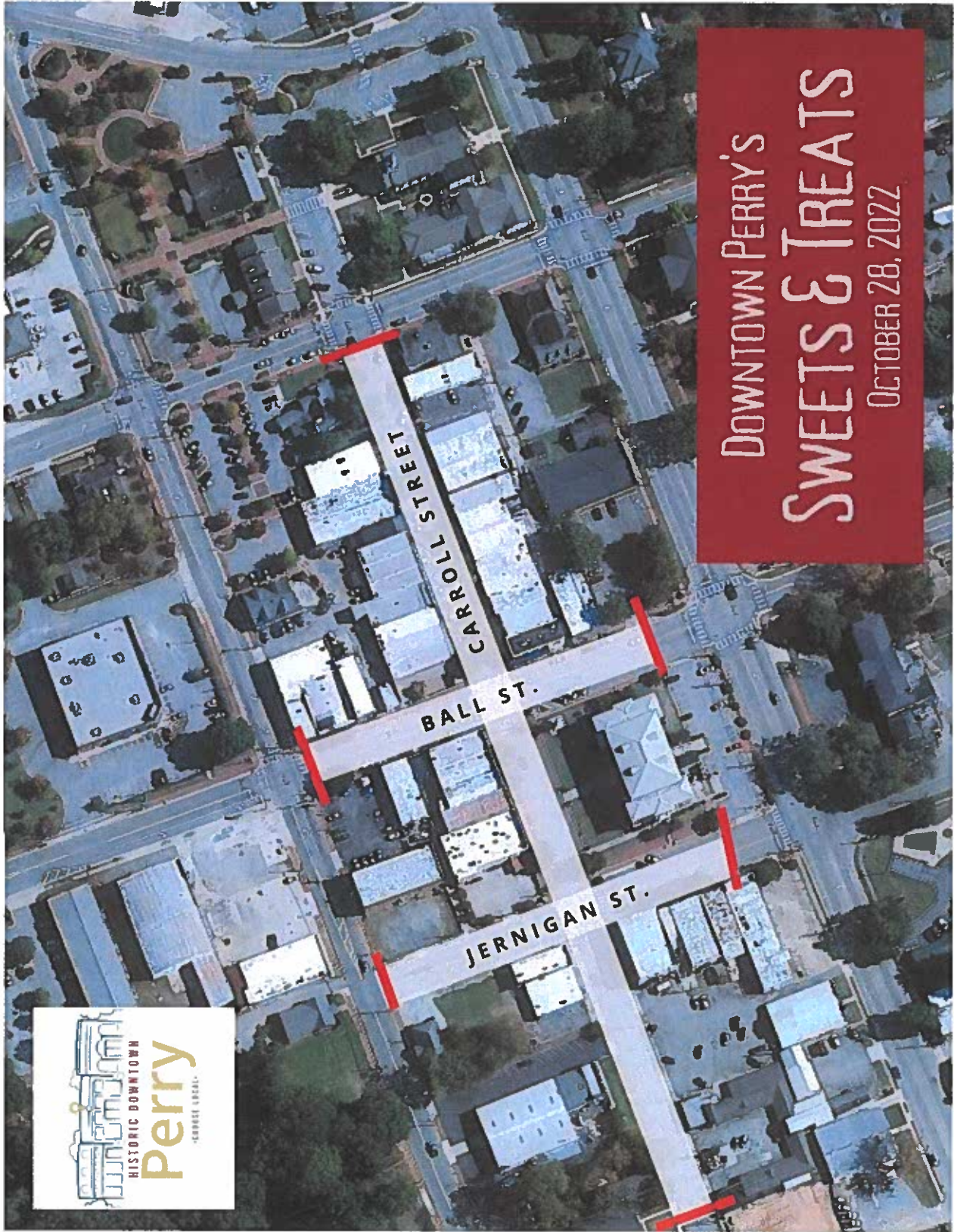
Proposed Street Closures: From 3pm – 8pm

- Carroll Street from Courtney Hodges to Washington
- Ball Street between Commerce and Main Streets
- Jernigan Street between Commerce and Main Streets

Brief event summary: Community trick or treating event welcoming residents and visitors to Downtown Perry

City Services Requested:

- Street Closures
- Light towers as recommended by the Fire Department
- Trash receptables as recommended by the Solid Waste Department
- String lighting



DOWNTOWN PERRY'S
SWEETS & TREATS
OCTOBER 28, 2022





Where Georgia comes together.

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager ^{LG}
DATE: August 9, 2022
REFERENCE: FY 2022 millage rate

The city's property tax income is projected to increase 18.64% over the 2021 property tax income. The Administration recommends council:

1. Retain a portion of the increase to cover an increase in property tax funded operations. With inflation, supply shortages, etc. those costs increased 17.49% for FY 2022 compared to 6.46% in FY 2021.
2. Fund the temporary Recreation Technician in Leisure Services as a full-time position.
3. Authorize an Engineering Technician position in the Department of Community Development.
4. Provide a 2% pay increase effective January 1, 2023 for all city employees.
5. Provide a reserve for supporting the Fire Protection Utility District Special Revenue Fund's shortfall.
6. Reduce the millage rate from 14.05 to 14.00.

MINUTES
WORK SESSION
OF THE PERRY CITY COUNCIL
August 1, 2022
5:00 pm.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held on August 1, 2022, at 5:00 pm.

2. Roll:

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King and Councilmembers Phyllis Bynum-Grace, Darryl Albritton, Riley Hunt, Robert Jones, and Joy Peterson.

Elected Officials Absent: none

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren

City Departmental Staffing: Brenda King – Director of Administration, Mitchell Worthington - Finance Director, Bryan Wood – Director of Community Development, Chief Alan Everidge – Perry Police Department, Fire Chief Lee Parker – Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Chad McMurrian – Engineering Services Manager, Ashley Hardon – Economic Development Administrator, and Tabitha Clark – Senior Communications Manager.

Press: William Oliver – Houston Home Journal.

Guest(s): Bill Camp and Tom Owens – Raymond James & Associates

3. Citizens with Input: none

4. Items of Review/Discussion: Mayor Randall Walker

4a. Office of the City Manager

1. Economic Market / City Debt discussion. Mr. Camp and Mr. Owens gave a PowerPoint presentation relative to bonds and the economy. The discussion included inflation, interest rates, recession, and Perry's borrowing history.
2. COBRA rates. Mr. Gilmour advised Council that the City's broker informed him that the current federal guidelines require COBRA rates to be the actual cost-plus two percent administration fee. The broker advised the city may subsidize a portion of the COBRA monthly charge. Mayor Walker asked that this item be placed on Council's August 2

agenda.

3. Discussion of proposed loading/unloading zones in downtown district. Administration discussed the proposed loading/unloading zones in downtown district. Administration advised Council that Ms. Hartley went out and sampled the opinions from downtown restaurants and businesses and stated there was no real support of making changes. Administration recommended tabling this request. Council concurred with Administration's recommendation.

4b. Community Development Department

1. Proposed stormwater enforcement policy. Mr. McMurrin reviewed the City's Enforcement Response Plan. Mr. McMurrin reviewed examples of minor violations and escalation of fines for minor violations. Mayor Walker asked that this item be placed on Council's August 2 agenda.

Mr. McMurrin advised Council that the city is working on a loop service for New Haven's subdivision. After discussion amongst council, Councilmember Jones stated he did not want another situation where breaks are occurring on a routine basis and the city is failing to deliver service to constituents. Councilmember Peterson requested an informational meeting for those who live in the New Haven subdivision.

4c. Office of the City Attorney

1. Discussion of amending RedSpeed contract. Chief Everidge discussed the amendment to the RedSpeed services agreement which includes licenses for all RedSpeed cameras to be enabled with Flock ALPR and made a part of the city's existing Flock ALPR program, with license costs to be paid by RedSpeed.

5. Council Member Items.

Mayor Pro Tempore King requested the timeframe for the completion of Houston Lake Road widening project and move in of the new city hall. Mr. Gilmour stated 2023 for Houston Lake Road. Mr. Smith stated March 2023 for the new city hall.

6. Department Head/Staff Items:

Mr. Worthington asked for council's consideration to deviate from the current purchasing policy for materials over \$25,000 relative to the purchase vehicles approved in the FY 2023 budget. Mr. Worthington asked for council's permission to follow the process below the formal bid process, the informal bid process, this would not include police vehicles. Council concurred to move forward.

Mr. Wood gave an update on short-term rentals and reported the collection of hospitality taxes average \$1000/per month.

Chief Everidge reported the kids returned to school today and RedSpeed went into effect today.

Mr. Swan provided an update on the football program.

7. Adjourn. There being no further business to come before Council in the work session held on August 1, 2022, Council Member Jones motioned to adjourn the meeting at 6:21 p.m.; Mayor Pro Tempore King seconded the motion, and it carried unanimously.

**MINUTES
PRE-COUNCIL MEETING
OF THE PERRY CITY COUNCIL
August 2, 2022
5:00 p.m.**

1. **Call to Order:** Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held on August 2, 2022 at 5:00 p.m.

2. **Roll:**

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King and Councilmembers Phyllis Bynum-Grace, Darryl Albritton, Riley Hunt, Joy Peterson, and Robert Jones.

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Bryan Wood – Director of Community Development, Chief Alan Everidge – Perry Police Department, Fire Chief Lee Parker – Fire and Emergency Services Department, Sedrick Swan - Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Chad McMurrian – Engineering Services Manager, Holly Wharton – Community Planner, Ashley Hardin – Economic Development Administrator, and Tabitha Clark – Senior Communications Manager.

Media: William Oliver – Houston Home Journal

3. **Citizens with Input.** None

4. **Items of Review/Discussion:** Mayor Randall Walker

4a. Discussion of August 2, 2022 council meeting agenda.

4a. Recognition of the Perry Proud/Junior Journalism Program Summer 2022 Participants. Mr. Swan will introduce and recognize the participants.

5a. Mrs. Lossie Glover and Mr. Vincent Glover. Mayor Walker stated this item is tabled until a later date.

6a. TEXT-0011-2022. Mr. Wood stated this is a text amendment to LMO to establish a Historic Preservations Commission, establish standards and procedures for designating historic properties and historic districts, and establishing standards and procedures for granting certificates of appropriateness. Mr. Wood also added this is from the specific goals of the

strategic plan.

6b. SUSE-0094-2022. Ms. Wharton stated this property is located at Main Street and Keith Drive and is approximately 18 acres. The applicant, Bill Davis is requesting a special exception request to plant hay and harvest it at this site. Agricultural uses require a special exception in this zoning district. The Planning Commission and staff recommends approval with two conditions: 1) agricultural uses are limited to the planting and harvesting of hay and pecans from existing trees, and 2) this special exception is limited to the applicant, Bill Davis, and is not transferrable.

8a (1). Second Reading of an ordinance to amend the City Code relative to parking and storing of trailers and recreational vehicles. Mr. Wood stated this ordinance was modified to address utility trailers how they parked and stored in both, residential properties and central business districts, and making modifications to recreational vehicles parking and storage.

11a (1) Resolution establishing COBRA reimbursement policy. Administration stated this is a follow-up discussion from the work session meeting. This resolution is establishing the COBRA reimburse policy and it has three conditions: 1) the employee has had city health insurance for at least 36 months prior to separation, 2) the subsidy shall be provided only to an employee separating due to retirement, layoff, or inability to perform job functions, and 3) the subsidy shall be according to the fiscal year's budget allocation. Administration recommended Council approve the policy.

11a (2) Resolution establishing stormwater enforcement policy. Mr. Wood stated this is follow-up from last evening and recommended Council's approval.

11a (3). Approval of amending RedSpeed contract. Ms. Newby stated this is an amendment that would include Flock camera software system capabilities to our existing RedSpeed cameras, and amend the term of the contract, 1-year term with automatic renewals for 5 years. This will be subject to review by the city attorney.

11d (1). Resolution amending the City of Perry Fee Schedule. Administration advised Council that this resolution will do two things, 1) correct an oversight and lower the fire protection fee for moderate risk that was picked up at a higher rate and adjust it to an appropriate level and, 2) have the natural gas activation fee the same as the water activation fee.

11d (2). Resolution to accept a donation of property in the Camelot Subdivision from Villages of Camelot Homeowner's Association. Ms. Newby stated at the Villages of Camelot there is an existing public stormwater pond, and this resolution will accept the donation of the stormwater pond.

11e. Approval of provision of administrative services agreement to the Perry Area Convention and Visitors Bureau Authority. Administration stated the purpose of this agreement is to formalize the city providing administrative

functions for the Authority; this will bring the Authority in line with what the city provides for other authorities. The agreement has been reviewed and approved by the Authority board, but there is one adjustment from the city attorney, the agreement would have an effective operating date July 1, 2022 and the employees becoming city employees effective date would be August 23, 2022. Administration recommends approval subject to review by the city attorney.

11f. Memorandum of Agreement between State Road and Tollway Authority and the City of Perry relative to Peach Pass Toll Exemption for Emergency Services. Chief Everidge reviewed the memorandum of agreement and recommended Council's approval.

11g. Agreement between Georgia Department of Revenue and the City of Perry relative to RedSpeed. Chief Everidge reviewed the agreement and recommended Council's approval.

5. Council Member Items.

Council had no reports.

Mr. Gilmour, Ms. Newby, and Mr. Smith had no reports.

Councilmember Peterson inquired about park parking lots. Ms. Fitzner advised staff had been locking the parks parking lots at 10 pm with no issues.

Councilmember Albritton inquired about the rework of 5-points intersection. Chief Everidge stated there was a lot of concern in the beginning. People are getting use to the rework and everything is going well.

Councilmember Jones inquired about the reduction of parking in the new parking lot near Evergreen Cemetery. Mr. Smith advised there will be a reduction of 37 parking spaces.

6. Department Heads/Staff:

Ms. Worthington advised Council that the city is preparing to terminate a contractor and requested Council's permission to advertise this under an informal advertising process inside the of formal advertising process. Council concurred to allow Mr. Worthington to advertise under an informal advertisement process.

Ms. Clark requested an amendment to the resolution establishing the City of Perry Youth Advisory Council. The proposed amendment would read: 1) the "at large" member shall represent the homeschool community. If there is no interest from the homeschool community, then the appointee will be selected from the entirety of the applicant pool, and 2) Any member of the Youth Council who misses more than one (1) meeting shall lose his or her status as a member of the Youth Council. Absence due to sickness, death, or other emergencies of like nature shall be recognized as excused absences and shall not affect the member's status on the Council.

6. **Adjournment:** There being no further business to come before Council in the pre council meeting held on August 2, 2022 Mayor Pro Tempore King motioned to adjourn the meeting at 5:38 p.m. Councilmember Jones seconded the motion, and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
August 2, 2022
6:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held on August 2, 2022, at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King and Councilmembers Phyllis Bynum- Grace, Darryl Albritton, Riley Hunt, Joy Peterson, and Robert Jones

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Bryan Wood – Director of Community Development, Chief Alan Everidge – Perry Police Department, Fire Chief Lee Parker – Fire and Emergency Services Department, Sedrick Swan - Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Chad McMurrian – Engineering Services Manager, Holly Wharton – Community Planner, Ashley Hardin – Economic Development Administrator, and Tabitha Clark – Senior Communications Manager.

Media: William Oliver – Houston Home Journal

Guest(s)/Speaker(s): Dawn Scott, Tawanda Ellis, Devin Brown, Eve Scott, Maggie Hartman, Ryleigh Gingras, Brittany Woods, Adeline Daniels, Abigail Daniels, Kennedy Kurhajian, and Alexander Lewis (Perry Proud Junior Journalism Program), and Gaynor Holmby.

3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker

Mayor Pro Tempore King rendered the invocation, and Councilmember Albritton led the pledge of allegiance to the flag

4. Recognition(s) / Presentation(s): Mayor Randall Walker

4a. Recognition of the Perry Proud / Junior Journalism Program Summer 2022 Participants. Mr. Swan introduced the instructors and participants of the Perry Proud/Junior Journalism Program to Mayor and Council. Mayor and Council thanked everyone for their participation.

5. Citizens with Input.

- 5a. Mrs. Lossie Glover and Mr. Vincent Glover – Mayor Walker stated this item is postponed.
- 5b. Matters not on the agenda

Ms. Gaynor Holmby, expressed her concerns relative to the continued main breaks and water outages in New Haven subdivision. Ms. Holmby asked Council to find a solution.

- 6. PUBLIC HEARING CALLED TO ORDER AT 6:19 P.M. Mayor Randall Walker called to order a public hearing at 6:19 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.

- 6a. TEXT-0011-2022. Applicant, Bryan Wood for the City of Perry, request text amendment to LMO to establish a Historic Preservations Commission, establish standards and procedures for designing historic properties and historic districts, and establishing standards and procedures for granting certificates of appropriateness. Sections of the LMO being modified are 2-1.4, 2-1.5, 2-3.4, and 2-3.8.2 – Mr. B. Wood.

Staff Report: Mr. Wood reviewed the proposed text amendment and stated the Planning Commission and staff recommends approval of the proposed text amendment.

Public Input: Mayor Walker called for any public input for or against the application.

For: none

Against: none

- 6b. SUSE-0094-2022. Applicant, Bill Davis, request a Special Exception to farm vacant parcel. The property is located at Main Street and Keith Drive; Tax Map No. 0P0440 068000 – Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the Special Exception request to allow a farm. The Planning Commission and staff recommends approval with two conditions: 1) agricultural uses are limited to the planting and harvesting of hay and pecan from existing trees, and 2) this special exception is limited to the applicant, Bill Davis, and is not transferrable.

Public Input: Mayor Walker called for any public for or against the application.

For: Bill Davis, 106 Bonner Drive was in favor of the petition.

Against: none

7. Review of Minutes: Mayor Randall Walker

- 7a. Council's Consideration – Minutes of the July 18, 2022 work session, July 19, 2022 pre council meeting and July 19, 2022 council meeting. *(Mayor Pro Tempore Willie King was absent from the July 18-19, 2022 meetings.)*

Councilmember Bynum-Grace motioned to approve the minutes as submitted. Councilmember Albritton seconded the motion, and it carried with Mayor Pro Tempore King abstaining.

8. Unfinished Business: Mayor Randall Walker

8a. Ordinance(s) for Second Reading(s) and Adoption:

1. **Second Reading** of an ordinance to amend the City Code relative to parking and storing of trailers and recreational vehicles – Mr. B. Wood.

Adopted Ordinance No. 2022-27 to amend the City Code relative to parking and storing of trailers and recreational vehicles. Councilmember Albritton motioned to adopt the ordinance as submitted. Councilmember Hunt seconded the motion and it carried unanimously. *(Ordinance No. 2022-27 has been entered into the City's official book of record).*

9. Other Unfinished Business:

9a. Mayor Randall Walker - none

9b. Councilmembers

- Councilmember Peterson inquired about the new looping at New Haven. What neighborhood will the looping come through? Mr. Gilmour stated it will come off the county main on Gurr Road with a second feed line and isolation valves similar to Stonebridge.
- Councilmember Jones followed up that the city will hold an informational meeting for those in New Haven.

9c. City Attorney Brooke Newby - none

9d. City Manager Lee Gilmour - none

9e. Assistant City Manager Robert Smith – none

10. Community Partner(s) Update(s): none

11. New Business: Mayor Randall Walker

- 11a. Matters referred from August 1, 2022 work session and August 2, 2022 pre council meeting.

1. Resolution establishing COBRA reimbursement policy – Mr. L. Gilmour.

Adopted Resolution No. 2022-51 establishing COBRA reimbursement policy. Councilmember Bynum-Grace motioned to adopt the resolution as presented; Councilmember Peterson seconded the motion, and it carried unanimously. *(Resolution No. 2022-51 has been entered into the City's official book of record).*

2. Resolution establishing stormwater enforcement policy – Mr. B. Wood.

Adopted Resolution No. 2022-52 establishing stormwater enforcement policy. Councilmember Albritton motioned to adopt the resolution as presented; Councilmember Jones seconded the motion, and it carried unanimously. *(Resolution No. 2022-52 has been entered into the City's official book of record).*

3. Approval of amending RedSpeed contract – Ms. B. Newby.

Ms. Newby recommended approval of amending the RedSpeed contract, subject to review by the city attorney. Councilmember Albritton motioned to approve the request as outlined and Councilmember Jones seconded the motion and it carried unanimously.

4. Resolution amendment to the City of Perry Youth Advisory Council – Ms. T. Clark.

Adopted Resolution No. 2022-55 amendment to the City of Perry Youth Advisory Council. Councilmember Jones motioned to adopt the resolution as outlined; Councilmember Peterson seconded the motion, and it carried unanimously. *(Resolution No. 2022-55 has been entered into the City's official book of record).*

- 11b. Special Exception Application 0094-2022 - Mr. B. Wood.

Councilmember Peter motioned to approve with the conditions outlined by the Planning Commission; Councilmember Jones seconded the motion and it carried unanimously.

- 11c. Ordinance(s) for First Reading(s) and Introduction:

1. **First Reading** of an ordinance to amend the LMO relative to establishing a Historic Preservation Commission and supporting procedures/standards – Mr. B. Wood. *(No action required by Council)*

- 11d. Resolution(s) for Consideration and Adoption:

1. Resolution amending the City of Perry Fee Schedule – Mr. L. Gilmour.

Adopted Resolution No. 2022-53 amending the City of Perry Fee

Schedule. Councilmember Hunt motioned to adopt the resolution as presented; Mayor Pro Tempore King seconded the motion, and it carried unanimously. (*Resolution No. 2022-53 has been entered into the City's official book of record*).

2. Resolution to accept a donation of property in the Camelot Subdivision from Villages of Camelot Homeowner's Association – Ms. B. Newby.

Adopted Resolution No. 2022-54 to accept a donation of property in the Camelot Subdivision from Villages of Camelot Homeowner's Association. amendment to the City of Perry Youth Advisory Council.

Councilmember Bynum-Grace motioned to adopt the resolution as presented; Councilmember Peterson seconded the motion, and it carried unanimously. (*Resolution No. 2022-54 has been entered into the City's official book of record*).

- 11e. Approval of provision of administrative services agreement to the Perry Area Convention and Visitors Bureau Authority – Mr. L. Gilmour.

Councilmember Albritton motioned to approve the provision of administrative services agreement to the Perry Area Convention and Visitors Bureau Authority subject to review by the city attorney; Councilmember Jones seconded the motion and it carried unanimously.

- 11f. Memorandum of Agreement between State Road and Tollway Authority and the City of Perry relative to Peach Pass Toll Exemption for Emergency Services – Chief. A. Everidge.

Mayor Pro Tempore King motioned to approve the Memorandum of Agreement between State Road and Tollway Authority and the City of Perry relative to Peach Pass Toll Exemption for Emergency Services as presented; Councilmember Jones seconded the motion and it carried unanimously.

- 11g. Agreement between Georgia Department of Revenue and the City of Perry relative to RedSpeed – Chief A. Everidge.

Councilmember Bynum-Grace motioned to approve the agreement between Georgia Department of Revenue and the City of Perry relative to RedSpeed as presented; Councilmember Jones seconded the motion and it carried unanimously.

12. Council Members Items: none

13. Department Heads/Staff Items:

Ms. Clark provided and update of activities from Communications Office.

14. General Public Items: none
15. Mayor Items:
 - August 5, Disco Night
 - August 15, Work session
 - August 16, Pre council and council

Mayor Walker entertained a motion to go into executive session for real estate acquisition.

16. Executive Session entered at 6:43 p.m.: Mayor Pro Tempore King moved to adjourn the regular meeting and enter into executive session for the purpose of real estate acquisition. Councilmember Jones seconded the motion, and it carried unanimously.
17. Executive Session adjourned at 7:22 p.m.: Council regular meeting reconvened. Council adjourned the executive session held August 2, 2022 and reconvened into the regular meeting.
18. Adopted Resolution No. 2022-56 stated that the purpose of the executive session held on August 2, 2022, was to discuss real estate acquisition. Councilmember Peterson moved to adopt a resolution stating the purpose of the executive session held on August 2, 2022, was to discuss real estate acquisition; Councilmember Bynum-Grace seconded the motion, and it carried unanimously. (*Resolution No. 2022-56 has been entered in the City's official book of record*).
19. Adjournment: There being no further business to come before Council in the regular meeting held on August 2, 2022, Councilmember Albritton motioned to adjourn the meeting at 7:23 p.m. Councilmember Jones seconded the motion, and it carried unanimously.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING APPENDIX A, THE LAND MANAGEMENT ORDINANCE, OF THE CODE OF THE CITY OF PERRY, TO ESTABLISH A HISTORIC PRESERVATION COMMISSION, TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Land Management Ordinance of the Code of the City of Perry is amended as follows:

1.

By amending **Section 2-1.3 – Main Street advisory board**. to replace subsection (B) to read as follows:

- (B) Provide recommendations on Certificates of Appropriateness to the administrator. When a property is located in the downtown development overlay district and a historic district or is a historic property, the main street advisory board shall yield its review authority to the preservation commission.

2.

By renumbering **Section 2-1.4 – Duties and powers of the administrator**. to **Section 2-1.5 – Duties and powers of the administrator**. and by adding a new **Section 2-1.4 – Historic Preservation Commission** to read as follows:

2-1.4 Historic Preservation Commission. The City of Perry Historic Preservation Commission, hereinafter referred to as the Preservation Commission, is created and established to be organized and empowered as provided herein. The Preservation Commission shall be part of the planning functions of the City of Perry.

2-1.4.1. Membership; compensation.

- A. The Preservation Commission shall consist of five (5) members appointed by the mayor and ratified by the City Council. All members shall be residents of the City of Perry, Georgia, and shall be persons who have demonstrated special interest, experience or education in history, architecture, or the preservation of historic resources. To the extent available in the City, at least one (1) member shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology, or related professions.
- B. Members shall serve three-year terms. There is no limit on the number of terms members may serve. To achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years; and two (2) members for three (3) years.
- C. Members shall not receive a salary, although they may be reimbursed for expenses.

2-1.4.2. Meetings; rules of procedure; records; finances.

- A. The Preservation Commission shall adopt rules and standards for the transaction of its business and for consideration of application for designation and Certificates of Appropriateness, such as by-laws, removal of membership provision, and design guidelines and criteria. The Preservation Commission shall have the flexibility to adopt rules and standards without amendment to

this Ordinance. The Preservation Commission shall provide for the time and place of regular meetings and a method for the calling of special meetings. The Preservation Commission shall select such officers as it deems appropriate from among its members. A quorum shall consist of a majority of the members.

- B. The Preservation Commission shall be subject to all conflict-of-interest laws set forth in Georgia Statutes and in the City of Perry Charter.
- C. The Preservation Commission shall have the authority to accept donations and shall ensure that these funds do not displace appropriated governmental funds.
- D. A public record shall be kept of the Preservation Commission's resolutions, proceedings, and actions.

2-1.4.3. Duties and responsibilities. The Preservation Commission shall be authorized to:

- A. Prepare and maintain an inventory of all property within the City of Perry having the potential for designation as historic property;
- B. Recommend to the City Council specific districts, sites, buildings, structures, or objects to be designated by ordinance as historic properties or historic districts;
- C. Review application for Certificates of Appropriateness, and grant or deny same in accordance with the provisions of this Ordinance;
- D. Recommend to the City Council that the designation of any district, site, building, structure or object as a historic property or as a historic district be revoked or removed;
- E. Restore or preserve any historic properties acquired by the City of Perry;
- F. Promote the acquisition by the City of Perry of façade easements and conservation easements, as appropriate, in accordance with the provisions of the *Georgia Uniform Conservation Easement Act* (O.C.G.A., Section 44-10-1 *et. seq.*);
- G. Conduct educational programs on historic properties located within the City and on general historic preservation activities;
- H. Make such investigation and studies of matters relating to historic preservation, including consultation with historic preservation experts, the City Council, or the Preservation Commission itself may, from time to time, deem necessary or appropriate for the purposes of preserving historic resources;
- I. Seek out local, state, federal or private funds for historic preservation, and make recommendations to the City Council concerning the most appropriate uses of any funds acquired;
- J. Submit to the Historic Preservation Division of the Department of Community Affairs a list of historic properties and historic districts designated;
- K. Perform historic preservation activities as the official agency of the Perry historic preservation program;
- L. Receive donations, grants, funds, or gifts of historic property and acquire and sell historic properties. The Preservation Commission shall not obligate the City of Perry without prior consent.
- M. Review and make comments to the Historic Preservation Division of the Department of Community Affairs concerning the nomination of properties within its jurisdiction to the National Register of Historic Places; and
- N. Participate in private, state, and federal historic preservation programs and with the consent of the City Council, enter into agreements to do the same.

By replacing **Section 2-3.4 – Designation of historic overlay district**, with a new **Section 2-3.4 – Historic Preservation** to read as follows:

2-3.4. Historic Preservation.

2-3.4.1. Purpose.

In support and furtherance of its findings and determination that the historical, cultural, and aesthetic heritage of the City of Perry is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity, and general welfare of the people;

To stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business;

To enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and

To provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same;

The City Council hereby declares it to be the purpose and intent of this Ordinance to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features having a special historical, cultural, or aesthetic interest or value, in accordance with the provisions of the Ordinance.

2-3.4.2. Definitions.

The following words, terms, and phrases, when used in Section 2-3.4 shall have the meanings ascribed to them in this subsection.

- A. “**Building**” – A building is a structure created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn.
- B. “**Certificate of appropriateness**” – Means a document evidencing approval by the Historic Preservation Commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.
- C. “**Exterior architectural features**” – Means the architectural style, general design, and general arrangement of the exterior of a building, structure, or work of art, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs and other appurtenant architectural fixtures, features, details, or elements relative to the forgoing.
- D. “**Exterior environmental features**” – Means all those aspects of the landscape which affect the historic character of the property or the development of a site, including but not limited to parking areas, driveways, walkways, fences, walls, landscaping, signs, or other permanent landscape elements, and other appurtenant environmental fixtures, features, details, or elements relative to the forgoing.
- E. “**Historic district**” – Means a geographically definable area, possessing a significant concentration, linkage, or continuity of sites, buildings, structures,

or works of art united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history. A Historic District shall further mean an area designated by the City Council as a Historic District pursuant to the criteria established in Section 2-3.4.3(B) of this Ordinance.

- F. "Historic property" – Means an individual building, structure, site, or work of art including the adjacent area necessary for the proper appreciation or use thereof designated by the City Council as a historic property pursuant to the criteria established in Section 2-3.4.3(C) of this Ordinance.
- G. "Material change in appearance" – Means a change that will affect either the exterior architectural or environmental features of a historic property or of any place, district, site, building, structure, or work of art within a historic district, such as:
 - 1. A reconstruction or alteration of the size, shape, or façade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;
 - 2. Demolition or relocation of a historic building or structure;
 - 3. Commencement of excavation for construction purposes;
 - 4. A change in the location of advertising visible from the public right-of-way; or
 - 5. The erection, alteration, restoration or removal of any buildings or other structure within a historic property or district, including walls, fences, steps and pavements, or other appurtenant features, except exterior paint alterations.
- H. "Site" – A site is the location of a significant event, a prehistoric or historical occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure.

2-3.4.3. *Recommendation and designation of historic districts and properties.*

A. *Preliminary research by the preservation commission.*

- 1. The Preservation Commission shall compile and collect information and conduct surveys of historic resources within the City of Perry.
- 2. The Preservation Commission shall present to the City Council recommendations for historic districts and properties.
- 3. Prior to the Preservation Commission's recommendation of a historic district or historic property to the City Council for designation, the Preservation Commission shall prepare a Report for Nomination consisting of:
 - a. a physical description;
 - b. a statement of the historical, cultural, architectural and/or aesthetic significance;
 - c. a map showing district boundaries and classification (i.e., contributing, or non-contributing) of individual properties therein, or showing boundaries of individual historic properties; and
 - d. representative photographs.

B. *Designation of a historic district.*

- 1. Criteria for selection of historic districts. A historic district is a geographically definable area, which contains buildings, structures, sites, objects, and landscape features or a combination thereof, which:
 - a. has special character or special historic/aesthetic value or interest;

- b. represents one or more periods, styles, or types of architecture typical of one or more eras in the history of the municipality, county, state, or region; and
 - c. causes such area, by reason of such factors, to constitute a visibly perceptible section of the municipality or county.
 - 2. Boundaries of a Historic District. Boundaries of a Historic District shall be included in the separate ordinances designating such districts and shall be shown on the Official Zoning Map of the City of Perry, or in the absence of zoning, on an official map designated as a public record.
 - 3. Evaluation of properties within Historic Districts. Individual properties within historic districts shall be classified as:
 - a. Contributing (contributes to the district)
 - b. Non-contributing (does not contribute to the district, as provided for in B.1 above.)
- C. *Designation of a historic property.*
 - 1. Criteria for selection of Historic Properties. A historic property is a building, structure, site, or object; including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the City of Perry, the region, or the State of Georgia for one of the following reasons:
 - a. it is an outstanding example of a structure representative of its era;
 - b. it is one of the few remaining examples of a past architectural style;
 - c. it is a place or structure associated with an event or persons of historic or cultural significance to the City of Perry, State of Georgia, or the region; or
 - d. it is the site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the municipality, county, state, or region.
- D. *Requirements for adopting an ordinance for the designation of historic districts and historic properties.*
 - 1. *Application for designation of historic districts or property.* Designations may be proposed by the City Council, the Preservation Commission, or:
 - a. for historic districts – a historical society, neighborhood association or group of property owners may apply to the Preservation Commission for designation;
 - b. for historic properties – a historical society, neighborhood association or property owner may apply to the Preservation Commission for designation.
 - 2. *Required components of a designation ordinance.* Any ordinance designating any property or district as historic shall:
 - a. list each property in a proposed historic district or describe the proposed individual historic property;
 - b. set forth the name(s) of the owner(s) of the designated property or properties;
 - c. require that a Certificate of Appropriateness be obtained from the Preservation Commission prior to any material change in appearance of the designated property; and
 - d. require that the property or district be shown on the Official Zoning Map of the City of Perry and be kept as a public record to provide notice of such designation.
 - 3. *Required public hearings.* The Preservation Commission and the City Council shall each hold a public hearing on any proposed ordinance for the designation of any historic district or property. Notice of the hearing shall be published in at least three (3) consecutive issues in the principal

newspaper of local circulation, and written notice of the hearing shall be mailed by the administrator to all owners and occupants of such properties. All such notices shall be published or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearings. A notice sent via the United States mail to the last-known owner of the property shown on the City tax digest and a notice sent via attention of the occupant shall constitute legal notification to the owner and occupant under this ordinance.

4. *Notification to DCA.* No less than thirty (30) days prior to making a recommendation on any ordinance designating a property or district as historic, the Preservation Commission must submit the report, required in Section 2-3.4.3(A)(3), to the Historic Preservation Division of the Department of Community Affairs.
5. *Recommendations on proposed designations.* A recommendation to affirm, modify or withdraw the proposed ordinance for designation shall be made by the Preservation Commission within forty-five (45) days following the Public Hearing and shall be in the form of a resolution to the City Council.
6. *City council actions on the preservation commission's recommendation.* Following receipt of the Preservation Commission recommendation, the City Council may adopt the ordinance as proposed, may adopt the ordinance with any amendments they deem necessary, or reject the ordinance.
7. *Notification of adoption of ordinance for designation.* Within thirty (30) days following the adoption of the ordinance for designation by the City Council, the owners and occupants of each designated historic property, and the owners and occupants of each structure, site or work of art located within a designated historic district, shall be given written notification of such designation by the City Council, which notice shall apprise said owners and occupants of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any material change in appearance of the historic property designated or within the historic district designated. A notice sent via the United States mail to the last-known owner of the property shown on the City tax digest and a notice sent via attention of the occupant shall constitute legal notification to the owner and occupant under this ordinance.
8. *Notification of other agencies regarding designation.* The administrator shall notify all necessary agencies within the City of Perry of the ordinance for designation.
9. *Moratorium on applications for alteration or demolition while ordinance for designation is pending.* If an ordinance for designation is being considered, the City Council shall have the power to freeze the status of the involved property.

2-3.4.4. *Application for certificate of appropriateness.*

A. *Exemptions.*

1. The Georgia Department of Transportation and any contractors, including cities and counties, performing work funded by the Department of Transportation are exempt from this section.
2. Local governments are exempt from the requirement of obtaining certificates of appropriateness; provided, however, that local governments shall notify the preservation commission 45 days prior to beginning an undertaking that would otherwise require a certificate of

appropriateness and allow the preservation commission an opportunity to comment.

- B. *Approval of material change in appearance in historic districts or involving historic properties.* After the designation by ordinance of a historic property or of a historic district, no material change in the appearance of such historic property, or of a contributing or non-contributing building, structure, site, or object within such historic district, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Preservation Commission. A Building Permit shall not be issued without a Certificate of Appropriateness.
- C. *Submission of plans.* An Application for a Certificate of Appropriateness shall be accompanied by such drawings, photographs, plans and documentation as may be required by the Preservation Commission.
- D. *Interior alterations.* In its review of applications for Certificates of Appropriateness, the Preservation Commission shall not consider interior arrangement or use having no effect on exterior architectural features.
- E. *Technical advice.* The Preservation Commission shall have the power to seek technical advice from outside its members on any application.
- F. *Public hearings on applications for certificates of appropriateness, notices, and right to be heard.* The Preservation Commission shall hold a public hearing for each proposed Certificate of Appropriateness. The preservation commission shall cause to have posted in a conspicuous place on the property in question a minimum of one (1) "public hearing" sign for every 1,000 feet of road frontage, each of which shall not be less than six (6) square feet in area, and which shall state the date, time, place, and purpose of the public hearing. Such signs shall be posted on the subject property at least 15 days prior to but not greater than 45 days prior to the public hearing. The Preservation Commission shall give the property owner, applicant, and others wishing to speak an opportunity to be heard at the Certificate of Appropriateness hearing.
- G. *Acceptable preservation commission reaction to applications for certificate of appropriateness.* The Preservation Commission may approve the Certificate of Appropriateness as proposed, approve the Certificate of Appropriateness with any modifications it deems necessary, or reject it. The Preservation Commission shall approve the application and issue a Certificate of Appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the historic property or the historic district. In making this determination, the Preservation Commission shall consider, in addition to any other pertinent factors, the following criteria for each of the following acts:
 - 1. *Reconstruction, Alteration, New Construction or Renovation.* The Preservation Commission shall issue Certificates of Appropriateness for the above proposed actions if those actions conform in design, scale, building materials, setback, and site features, to the Secretary of Interior's Standards for Rehabilitation, Guidelines for Rehabilitating Historic Buildings, and any other design guidelines adopted by the Preservation Commission.
 - 2. *Relocation:* A decision by the Preservation Commission approving or denying a Certificate of Appropriateness for the relocation of a building, structure, or object shall be guided by:
 - a. The historic character and aesthetic interest the building, structure or object contributes to its present setting.
 - b. whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be.

- c. Whether the building, structure or object can be moved without significant damage to its physical integrity.
 - d. Whether the proposed relocation area is compatible with the historical and architectural character of the building, structure, site, or object.
3. *Demolition*: A decision by the Preservation Commission approving or denying a Certificate of Appropriateness for the demolition of buildings, structures, or sites judged to be 50 years old or older, or works of art shall be guided by:
- a. The historic, scenic, or architectural significance of the building, structure, site, or work of art.
 - b. The importance of the building, structure, site, or work of art to the ambiance of a district.
 - c. The difficulty or the impossibility of reproducing such a building, structure, site, or work of art because of its design, texture, material, detail, or unique location.
 - d. Whether the building, structure, site, or work of art is one of the last remaining examples of its kind in the neighborhood or the city.
 - e. Whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be.
 - f. Whether reasonable measures can be taken to save the building, structure, site, or work of art from collapse.
 - g. Whether the building, structure, site, or work of art can earn reasonable economic return on its value.
- H. *Undue hardship*. When, by reason of unusual circumstances, the strict application of any provision of this Ordinance would result in exceptional practical difficulty or undue hardship upon any owner of a specific property, the Preservation Commission, in passing upon applications, shall have the power to vary or modify strict adherence to the provisions or to interpret the meaning of the provision so as to relieve such difficulty or hardship; provided such variances, modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Ordinance. An undue hardship shall not be a situation of the owner's or occupant's own making.
- I. *Deadline for approval or rejection of application for certificate of appropriateness*.
- 1. The Preservation Commission shall approve or reject an application for a Certificate of Appropriateness within forty-five (45) days after the filing thereof by the owner or occupant of a historic property, or of a building structure, site, or object located within a historic district. Evidence of approval shall be by a Certificate of Appropriateness issued by the Preservation Commission. Notice of the issuance or denial of a Certificate of Appropriateness shall be sent in writing to the applicant and all other persons who have requested such notice in writing filed with the Preservation Commission.
 - 2. Failure of the Preservation Commission to act within said forty-five (45) days shall constitute approval, and no other evidence of approval shall be needed.
- J. *Necessary action to be taken by preservation commission upon rejection of application for certificate of appropriateness*.

1. In the event the Preservation Commission rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The Preservation Commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.
 2. In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of the application for a Certificate of Appropriateness by the Preservation Commission shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such a case, no building permit shall be issued.
- K. *Requirement of conformance with certificate of appropriateness.*
1. All work performed pursuant to an issued Certificate of Appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the Preservation Commission shall issue a cease-and-desist order and all work shall cease.
 2. The Preservation Commission and the City Council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property or historic district, except those changes made in compliance with the provisions of this ordinance or to prevent any illegal act or conduct with respect to such historic property or historic district.
- L. *Expiration of certificate of appropriateness.* A Certificate of Appropriateness shall become void unless construction is commenced within six (6) months of date of issuance. A Certificate of Appropriateness shall be issued for a period of eighteen (18) months and may be renewed.
- M. *Record of applications for certificate of appropriateness.* The Preservation Commission shall keep a public record of all applications for Certificates of Appropriateness, and of all the Preservation Commission's proceedings in connection with said application.
- N. *Acquisition of property.* The Preservation Commission may, where such action is authorized by the City Council and is reasonably necessary or appropriate for the preservation of a unique historic property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise, of the property or any interest therein.
- O. *Appeals.* Any person adversely affected by any determination made by the Preservation Commission relative to the issuance or denial of a Certificate of Appropriateness may appeal such determination to the City Council. Any such appeal must be filed with the City Council within fifteen (15) calendar days after the issuance of the determination pursuant to Section 2-3.4.4(1)(1) of this Ordinance or, in the case of a failure of the Preservation Commission to act, within fifteen (15) calendar days of the expiration of the forty-five (45) day period allowed for the Preservation Commission action pursuant to Section 2-3.4.4(1)(2) of this Ordinance. The appeal shall be in writing and state the grounds for the appeal. The City Council may approve, modify, or reject the determination made by the Preservation Commission, if the governing body finds that the Preservation Commission abused its discretion in reaching its decision. Appeals from decisions of the City Council may be taken to the Superior Court of Houston County or Peach County, whichever is appropriate, in the manner provided by law.

2-3.4.5. *Maintenance of historic properties and building and zoning code provisions.*

- A. *Affirmation of existing building and zoning codes.* Nothing in this Ordinance shall be construed as to exempt property owners from complying with existing City building and zoning codes, nor prevent any property owner from making any use of this property not prohibited by other statutes, ordinances, or regulations.
- B. *Ordinary maintenance or repair.* Ordinary Maintenance or repair of any exterior architectural or environmental feature in or on a historic property to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material, or outer appearance thereof, does not require a Certificate of Appropriateness.

4.

By amending **Section 2-3.8.2 Historic Overlay District** by deleting it in its entirety and replacing it with **Section 2-3.8.2 Historic Properties and Historic Overlay Districts. See Section 2-3.4.4.**

BE IT FURTHER ORDAINED that all ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed; and that should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of this governing authority.

SO ENACTED this 16th day of August, 2022.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

1st Reading: August 2, 2022
2nd Reading: August 16, 2022



Where Georgia comes together.

Summary for Zoning Case: TEXT-0011-2022	
Highlights of Text Amendment:	<ul style="list-style-type: none">• Establishes Historic Preservation Commission• Establishes procedures and standards for designating historic districts and properties.• Establishes procedures for reviewing certificates of appropriateness
Planning Commission Recommendation:	Approval



Where Georgia comes together.

Application # TEXT-0011-2022

Application for Text Amendment

Contact Community Development (478) 988-2720

Applicant Information

*Indicates Required Field

Applicant	
*Name	Bryan Wood for the City of Perry
*Title	Director of Community Development
*Address	1211 Washington Street, Perry, GA 31069
*Phone	478-988-2714
*Email	bryan.wood@perry-ga.gov

Request

*Please provide a summary of the proposed text amendment:

Consistent with the Georgia Historic Preservation Act, establish a Historic Preservation Commission; procedures and standards for designating historic properties and historic districts; and procedures and standards for evaluating certificates of appropriateness. Insert new Section 2-1.4, Historic Preservation Commission, and renumber existing Section 2-1.4 as 2-1.5, Duties and powers of the administrator. Replace Sections 2-3.4 and 2-3.8.2. Insert new Section 2-3.15. Historic Preservation.

Instructions

1. The application, fee (made payable to the City of Perry), and proposed text of the amendment must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
2. Fees: Actual cost of required public notice.
3. The applicant must state the reason for the proposed text amendment. See Sections 2-2 and 2-3.2 of the Land Management Ordinance for more information.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Text amendment applications require an informational hearing before the planning commission and a public hearing before City Council.
6. The applicant must be present at the hearings to present the application and answer questions that may arise.
7. Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes No If yes, please complete and submit the attached Disclosure Form.
8. The applicant affirms that all information submitted with this application, including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
9. Signatures:

*Applicant	 Bryan Wood, Director of Community Development, for the City of Perry	*Date	5/11/2022
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STAFF REPORT

From the Department of Community Development
June 7, 2022, Revised July 5, 2022

CASE NUMBER: TEXT-0011-2022
APPLICANT: The City of Perry
REQUEST: Modifications to Land Management Ordinance to establish a Historic Preservation Commission, establish standards and procedures for designating historic properties and historic districts, and establishing standards and procedures for granting certificates of appropriateness. Sections of the Land Management Ordinance being modified are 2-1.4, 2-1.5, 2-3.4, and 2-3.8.2.

STAFF ANALYSIS: This amendment will implement a goal of Council's Strategic Plan – Establish a Historic Preservation Commission. The amendment is based on the State's model historic preservation ordinance and is consistent with the Georgia Historic Preservation Act.

Additional Staff Comments (7/5/2022): Based on Commissioners' comments in the June 13 hearing, the following modifications have been made to the proposed text:

- Added a provision in Sec. 2-1.3 so that the Main Street Advisory Board shall yield its review authority to the Preservation Commission if a property is in both the Downtown Development Overlay District and a historic district.
- Removed subsection 2-3.4.5(C) regarding maintenance of historic properties as the provisions exist in the ICC Property Maintenance Code adopted by the City.

Highlights of the text amendment:

- Establishes a 5-member Preservation Commission to be appointed by the Mayor and ratified by Council
- Establishes rules of procedure and the duties and responsibilities of the Preservation Commission
- Sets the purpose of the ordinance
- Establishes the standards, procedures, and notice requirements for designating historic properties and historic districts
- Establishes the standards, procedures, and notice requirements for considering applications for certificates of appropriateness

STANDARDS FOR GRANTING A TEXT AMENDMENT:

- (1) Whether, and the extent to which, the proposed amendment is consistent with the Comprehensive Plan.

Establishing a Historic Preservation Commission and supporting procedures meets Goal #4 under the Growth and Sustainability focus area of the 2023-2027 Strategic Plan. This is also consistent with a goal of the 2022 Comprehensive Plan to "Preserve natural and historic resources..."

- (2) Whether, and the extent to which, the proposed amendment is consistent with the provisions of this chapter and related city regulations.

The proposed amendment is consistent with the format of the Land Management Ordinance.

- (3) Whether, and the extent to which, there are changed conditions from the conditions prevailing at the time that the original text was adopted.

Due to Perry's continued growth, preservation of historic properties is important to maintain the character and small town feel of the community

- (4) Whether, and the extent to which, the proposed amendment addresses a demonstrated community need.

The proposed amendment is in line with the provisions of the Georgia Historic Preservation Act. Designating historic properties and districts under the proposal will provide opportunities for tax incentives to property owners for rehabilitation of historic buildings.

- (5) Whether, and the extent to which, the proposed amendment is consistent with the purpose and intent of the zoning districts in this chapter, will promote compatibility among uses, and will promote efficient and responsible development within the city.

The Purpose and Intent of the LMO include:

- Promote quality housing, preserve neighborhoods, and encourage a diversity of housing options.
- Encourage appropriate urban development and redevelopment.
- Protect scenic, historic, and ecologically sensitive areas.

- (6) Whether, and the extent to which, the proposed amendment will result in logical and orderly development pattern.

The proposed amendment will primarily ensure historically important buildings are maintained. Secondly, a Preservation Commission will ensure that new construction, addition, and alterations to existing buildings in historic districts are compatible with, and do not distract from the historic character of a district.

- (7) Whether, and the extent to which, the proposed amendment will result in beneficial impacts on the natural environment and its ecology, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, and wetlands.

The amendment will protect historic aspects of the community, which may include historic sites. Re-use of existing buildings will be encouraged, which will reduce the impacts on landfills, and reduce the demand for energy needed to produce new products and construct new buildings. Otherwise, the amendment has no impact on environmental elements.

- (8) Whether, and the extent to which, the proposed amendment will result in development that is adequately served by public facilities and services (roads, potable water, sewerage, schools, parks, police, fire, and emergency medical facilities).

The amendment will encourage the re-use of existing building rather than demolition, which will reduce impact on landfills. Otherwise, the amendment will have no impact on public facilities and services.

STAFF RECOMMENDATION: Staff recommends approval of the proposed text amendment, as modified.

PLANNING COMMISSION RECOMMENDATION: Following an informational hearing held on July 11, 2022, the Planning Commission recommends approval of the proposed text amendment.



Eric Z. Edwards, Chairman, Planning Commission

7/15/22
Date

Modifications since the June 13th Planning Commission meeting are highlighted:

Replace section 2-1.4 as follows:

2-1.3. *Main Street Advisory Board.* In addition to the provisions of Chapter 2, Article V, Division 5 of the Code of the City of Perry, Georgia, within the downtown development overlay district, the main street advisory board is authorized to:

- (A) Review and act on applications for Mural Permit;
- (B) Provide recommendations on Certificates of Appropriateness to the administrator. When a property is located in the downtown development overlay district and a historic district or is a historic property, the main street advisory board shall yield its review authority to the preservation commission.

Insert new Section 2-1.4, Historic Preservation Commission as follows; Renumber existing Section 2-1.4 as 2-1.5, Duties and powers of the administrator.

2-1.4 Historic Preservation Commission. The City of Perry Historic Preservation Commission, hereinafter referred to as the Preservation Commission, is created and established to be organized and empowered as provided herein. The Preservation Commission shall be part of the planning functions of the City of Perry.

2-1.4.1. Membership; compensation.

- A. The Preservation Commission shall consist of five (5) members appointed by the mayor and ratified by the City Council. All members shall be residents of the City of Perry and shall be persons who have demonstrated special interest, experience or education in history, architecture, or the preservation of historic resources. To the extent available in the City, at least one (1) member shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology, or related professions.
- B. Members shall serve three-year terms. There is no limit on the number of terms members may serve. To achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years; and two (2) members for three (3) years.
- C. Members shall not receive a salary, although they may be reimbursed for expenses.

2-1.4.2. Meetings; rules of procedure; records; finances.

- A. The Preservation Commission shall adopt rules and standards for the transaction of its business and for consideration of application for designation and Certificates of Appropriateness, such as by-laws, removal of membership provision, and design guidelines and criteria. The Preservation Commission shall have the flexibility to adopt rules and standards without amendment to this Ordinance. The Preservation Commission shall provide for the time and place of regular meetings and a method for the calling of special meetings. The Preservation Commission shall select such officers as it deems appropriate from among its members. A quorum shall consist of a majority of the members.
- B. The Preservation Commission shall be subject to all conflict-of-interest laws set forth in Georgia Statutes and in the City of Perry Charter.
- C. The Preservation Commission shall have the authority to accept donations and shall ensure that these funds do not displace appropriated governmental funds.
- D. A public record shall be kept of the Preservation Commission resolutions, proceedings, and actions.

2-1.4.3. Duties and responsibilities. The Preservation Commission shall be authorized to:

- A. Prepare and maintain an inventory of all property within the City of Perry having the potential for designation as historic property;
- B. Recommend to the City Council specific districts, sites, buildings, structures, or objects to be designated by ordinance as historic properties or historic districts;
- C. Review application for Certificates of Appropriateness, and grant or deny same in accordance with the provisions of this Ordinance;
- D. Recommend to the City Council that the designation of any district, site, building, structure or object as a historic property or as a historic district be revoked or removed;
- E. Restore or preserve any historic properties acquired by the City of Perry;
- F. Promote the acquisition by the City of Perry of façade easements and conservation easements, as appropriate, in accordance with the provisions of the *Georgia Uniform Conservation Easement Act of 1992* (O.C.G.A., Section 44-10.1 through 8);
- G. Conduct educational programs on historic properties located within the City and on general historic preservation activities;
- H. Make such investigation and studies of matters relating to historic preservation, including consultation with historic preservation experts, the City Council, or the Preservation Commission itself may, from time to time, deem necessary or appropriate for the purposes of preserving historic resources;
- I. Seek out local, state, federal or private funds for historic preservation, and make recommendations to the City Council concerning the most appropriate uses of any funds acquired;
- J. Submit to the Historic Preservation Division of the Department of Community Affairs a list of historic properties and historic districts designated;
- K. Perform historic preservation activities as the official agency of the Perry historic preservation program;
- L. Receive donations, grants, funds, or gifts of historic property and acquire and sell historic properties. The Preservation Commission shall not obligate the City of Perry without prior consent.
- M. Review and make comments to the Historic Preservation Division of the Department of Community Affairs concerning the nomination of properties within its jurisdiction to the National Register of Historic Places; and
- N. Participate in private, state, and federal historic preservation programs and with the consent of the City Council, enter into agreements to do the same.

Replace Section 2-3.4 as follows:

2-3.4. Historic Preservation.

2-3.4.1. Purpose.

In support and furtherance of its findings and determination that the historical, cultural, and aesthetic heritage of the City of Perry is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity, and general welfare of the people;

To stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business;

To enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and

To provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same;

The City Council hereby declares it to be the purpose and intent of this Ordinance to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites,

buildings, structures, objects, and landscape features having a special historical, cultural, or aesthetic interest or value, in accordance with the provisions of the Ordinance.

2-3.4.2. Definitions.

The following words, terms, and phrases, when used in Section 2-3.4 shall have the meanings ascribed to them in this subsection.

- A. "Building" – A building is a structure created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn.
- B. "Certificate of appropriateness" – Means a document evidencing approval by the Historic Preservation Commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.
- C. "Exterior architectural features" – Means the architectural style, general design, and general arrangement of the exterior of a building, structure, or work of art, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs and other appurtenant architectural fixtures, features, details, or elements relative to the forgoing.
- D. "Exterior environmental features" – Means all those aspects of the landscape which affect the historic character of the property or the development of a site, including but not limited to parking areas, driveways, walkways, fences, walls, landscaping, signs, or other permanent landscape elements, and other appurtenant environmental fixtures, features, details, or elements relative to the forgoing.
- E. "Historic district" – Means a geographically definable area, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or works of art united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history. A Historic District shall further mean an area designated by the City Council as a Historic District pursuant to the criteria established in Section 2-3.4.3(B) of this Ordinance.
- F. "Historic property" – Means an individual building, structure, site, or work of art including the adjacent area necessary for the proper appreciation or use thereof designated by the City Council as a historic property pursuant to the criteria established in Section 2-3.4.3(C) of this Ordinance.
- G. "Material change in appearance" – Means a change that will affect either the exterior architectural or environmental features of a historic property or of any place, district, site, building, structure, or work of art within a historic district, such as:
 - 1. A reconstruction or alteration of the size, shape, or façade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;
 - 2. Demolition or relocation of a historic building or structure;
 - 3. Commencement of excavation for construction purposes;
 - 4. A change in the location of advertising visible from the public right-of-way; or
 - 5. The erection, alteration, restoration or removal of any buildings or other structure within a historic property or district, including walls, fences, steps and pavements, or other appurtenant features, except exterior paint alterations.
- H. "Site" – A site is the location of a significant event, a prehistoric or historical occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure.

2-3.4.3. Recommendation and designation of historic districts and properties.

- A. Preliminary research by the preservation commission.
 - 1. The Preservation Commission shall compile and collect information and conduct surveys of historic resources within the City of Perry.
 - 2. The Preservation Commission shall present to the City Council recommendations for historic districts and properties.

3. Prior to the Preservation Commission's recommendation of a historic district or historic property to the City Council for designation, the Preservation Commission shall prepare a Report for Nomination consisting of:
 - a. a physical description;
 - b. a statement of the historical, cultural, architectural and/or aesthetic significance;
 - c. a map showing district boundaries and classification (i.e., contributing, or non-contributing) of individual properties therein, or showing boundaries of individual historic properties; and
 - d. representative photographs.
- B. Designation of a historic district.**
1. **Criteria for selection of historic districts.** A historic district is a geographically definable area, which contains buildings, structures, sites, objects, and landscape features or a combination thereof, which:
 - a. has special character or special historic/aesthetic value or interest;
 - b. represents one or more periods, styles, or types of architecture typical of one or more eras in the history of the municipality, county, state, or region; and
 - c. causes such area, by reason of such factors, to constitute a visibly perceptible section of the municipality or county.
 2. **Boundaries of a Historic District.** Boundaries of a Historic District shall be included in the separate ordinances designating such districts and shall be shown on the Official Zoning Map of the City of Perry, or in the absence of zoning, on an official map designated as a public record.
 3. **Evaluation of properties within Historic Districts.** Individual properties within historic districts shall be classified as:
 - a. Contributing (contributes to the district)
 - b. Non-contributing (does not contribute to the district, as provided for in B.1 above.)
- C. Designation of a historic property.**
1. **Criteria for selection of Historic Properties.** A historic property is a building, structure, site, or object; including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the City of Perry, the region, or the State of Georgia for one of the following reasons:
 - a. it is an outstanding example of a structure representative of its era;
 - b. it is one of the few remaining examples of a past architectural style;
 - c. it is a place or structure associated with an event or persons of historic or cultural significance to the City of Perry, State of Georgia, or the region; or
 - d. it is the site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the municipality, county, state, or region.
- D. Requirements for adopting an ordinance for the designation of historic districts and historic properties.**
1. **Application for designation of historic districts or property.** Designations may be proposed by the City Council, the Preservation Commission, or:
 - a. for historic districts – a historical society, neighborhood association or group of property owners may apply to the Preservation Commission for designation;
 - b. for historic properties – a historical society, neighborhood association or property owner may apply to the Preservation Commission for designation.
 2. **Required components of a designation ordinance.** Any ordinance designating any property or district as historic shall:
 - a. list each property in a proposed historic district or describe the proposed individual historic property;
 - b. set forth the name(s) of the owner(s) of the designated property or properties;
 - c. require that a Certificate of Appropriateness be obtained from the Preservation Commission prior to any material change in appearance of the designated property; and
 - d. require that the property or district be shown on the Official Zoning Map of the City of Perry and be kept as a public record to provide notice of such designation.

3. Required public hearings. The Preservation Commission and the City Council shall each hold a public hearing on any proposed ordinance for the designation of any historic district or property. Notice of the hearing shall be published in at least three (3) consecutive issues in the principal newspaper of local circulation, and written notice of the hearing shall be mailed by the ~~Preservation Commission administrator~~ to all owners and occupants of such properties. All such notices shall be published or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearings. A notice sent via the United States mail to the last-known owner of the property shown on the City tax digest and a notice sent via attention of the occupant shall constitute legal notification to the owner and occupant under this ordinance.
4. Notification to DCA. No less than thirty (30) days prior to making a recommendation on any ordinance designating a property or district as historic, the Preservation Commission must submit the report, required in Section 2-3.4.3(A)(3), to the Historic Preservation Division of the Department of Community Affairs.
5. Recommendations on proposed designations. A recommendation to affirm, modify or withdraw the proposed ordinance for designation shall be made by the Preservation Commission within ~~fifteen (15)~~ 45 days following the Public Hearing and shall be in the form of a resolution to the City Council.
6. City council actions on the preservation commission's recommendation. Following receipt of the Preservation Commission recommendation, the City Council may adopt the ordinance as proposed, may adopt the ordinance with any amendments they deem necessary, or reject the ordinance.
7. Notification of adoption of ordinance for designation. Within thirty (30) days following the adoption of the ordinance for designation by the City Council, the owners and occupants of each designated historic property, and the owners and occupants of each structure, site or work of art located within a designated historic district, shall be given written notification of such designation by the City Council, which notice shall apprise said owners and occupants of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any material change in appearance of the historic property designated or within the historic district designated. A notice sent via the United States mail to the last-known owner of the property shown on the City tax digest and a notice sent via attention of the occupant shall constitute legal notification to the owner and occupant under this ordinance.
8. Notification of other agencies regarding designation. The ~~Preservation Commission administrator~~ shall notify all necessary agencies within the City of Perry of the ordinance for designation.
9. Moratorium on applications for alteration or demolition while ordinance for designation is pending. If an ordinance for designation is being considered, the ~~Preservation Commission~~ City Council shall have the power to freeze the status of the involved property.

2-3.4.4. Application for certificate of appropriateness.

- A. Exemptions.
 1. The Georgia Department of Transportation and any contractors, including cities and counties, performing work funded by the Department of Transportation are exempt from this section.
 2. Local governments are exempt from the requirement of obtaining certificates of appropriateness; provided, however, that local governments shall notify the preservation commission 45 days prior to beginning an undertaking that would otherwise require a certificate of appropriateness and allow the preservation commission an opportunity to comment.
- B. Approval of material change in appearance in historic districts or involving historic properties. After the designation by ordinance of a historic property or of a historic district, no material change in the appearance of such historic property, or of a contributing or non-contributing building, structure, site, or object within such historic district, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Preservation Commission. A Building Permit shall not be issued without a Certificate of Appropriateness.

- C. Submission of plans. An Application for a Certificate of Appropriateness shall be accompanied by such drawings, photographs, plans and documentation as may be required by the Preservation Commission.
- D. Interior alterations. In its review of applications for Certificates of Appropriateness, the Preservation Commission shall not consider interior arrangement or use having no effect on exterior architectural features.
- E. Technical advice. The Preservation Commission shall have the power to seek technical advice from outside its members on any application.
- F. Public hearings on applications for certificates of appropriateness, notices, and right to be heard. The Preservation Commission shall hold a public hearing for each proposed Certificate of Appropriateness. The preservation commission shall cause to have posted in a conspicuous place on the property in question a minimum of one (1) "public hearing" sign for every 1,000 feet of road frontage, each of which shall not be less than six (6) square feet in area, and which shall state the date, time, place, and purpose of the public hearing. Such signs shall be posted on the subject property at least 15 days prior to but not greater than 45 days prior to the public hearing. The Preservation Commission shall give the property owner, applicant, and others wishing to speak an opportunity to be heard at the Certificate of Appropriateness hearing.
- G. Acceptable preservation commission reaction to applications for certificate of appropriateness. The Preservation Commission may approve the Certificate of Appropriateness as proposed, approve the Certificate of Appropriateness with any modifications it deems necessary, or reject it. The Preservation Commission shall approve the application and issue a Certificate of Appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the historic property or the historic district. In making this determination, the Preservation Commission shall consider, in addition to any other pertinent factors, the following criteria for each of the following acts:
 - 1. Reconstruction, Alteration, New Construction or Renovation. The Preservation Commission shall issue Certificates of Appropriateness for the above proposed actions if those actions conform in design, scale, building materials, setback, and site features, to the Secretary of Interior's Standards for Rehabilitation, Guidelines for Rehabilitating Historic Buildings, and any other design guidelines adopted by the Preservation Commission.
 - 2. Relocation: A decision by the Preservation Commission approving or denying a Certificate of Appropriateness for the relocation of a building, structure, or object shall be guided by:
 - a. The historic character and aesthetic interest the building, structure or object contributes to its present setting.
 - b. whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be.
 - c. Whether the building, structure or object can be moved without significant damage to its physical integrity.
 - d. Whether the proposed relocation area is compatible with the historical and architectural character of the building, structure, site, or object.
 - 3. Demolition: A decision by the Preservation Commission approving or denying a Certificate of Appropriateness for the demolition of buildings, structures, or sites judged to be 50 years old or older, or works of art shall be guided by:
 - a. The historic, scenic, or architectural significance of the building, structure, site, or work of art.
 - b. The importance of the building, structure, site, or work of art to the ambiance of a district.
 - c. The difficulty or the impossibility of reproducing such a building, structure, site, or work of art because of its design, texture, material, detail, or unique location.
 - d. Whether the building, structure, site, or work of art is one of the last remaining examples of its kind in the neighborhood or the city.
 - e. Whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be.
 - f. Whether reasonable measures can be taken to save the building, structure, site, or work of art from collapse.

- g. Whether the building, structure, site, or work of art can earn reasonable economic return on its value.
- H. Undue hardship. When, by reason of unusual circumstances, the strict application of any provision of this Ordinance would result in exceptional practical difficulty or undue hardship upon any owner of a specific property, the Preservation Commission, in passing upon applications, shall have the power to vary or modify strict adherence to the provisions or to interpret the meaning of the provision so as to relieve such difficulty or hardship; provided such variances, modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Ordinance. An undue hardship shall not be a situation of the owner's or occupant's own making.
- I. Deadline for approval or rejection of application for certificate of appropriateness.
 - 1. The Preservation Commission shall approve or reject an application for a Certificate of Appropriateness within forty-five (45) days after the filing thereof by the owner or occupant of a historic property, or of a building structure, site, or object located within a historic district. Evidence of approval shall be by a Certificate of Appropriateness issued by the Preservation Commission. Notice of the issuance or denial of a Certificate of Appropriateness shall be sent in writing to the applicant and all other persons who have requested such notice in writing filed with the Preservation Commission.
 - 2. Failure of the Preservation Commission to act within said forty-five (45) days shall constitute approval, and no other evidence of approval shall be needed.
- J. Necessary action to be taken by preservation commission upon rejection of application for certificate of appropriateness.
 - 1. In the event the Preservation Commission rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The Preservation Commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.
 - 2. In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of the application for a Certificate of Appropriateness by the Preservation Commission shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such a case, no building permit shall be issued.
- K. Requirement of conformance with certificate of appropriateness.
 - 1. All work performed pursuant to an issued Certificate of Appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the Preservation Commission shall issue a cease-and-desist order and all work shall cease.
 - 2. The Preservation Commission and the City Council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property or historic district, except those changes made in compliance with the provisions of this ordinance or to prevent any illegal act or conduct with respect to such historic property or historic district.
- L. Expiration of certificate of appropriateness. A Certificate of Appropriateness shall become void unless construction is commenced within six (6) months of date of issuance. A Certificate of Appropriateness shall be issued for a period of eighteen (18) months and may be renewed.
- M. Record of applications for certificate of appropriateness. The Preservation Commission shall keep a public record of all applications for Certificates of Appropriateness, and of all the Preservation Commission's proceedings in connection with said application.
- N. Acquisition of property. The Preservation Commission may, where such action is authorized by the City Council and is reasonably necessary or appropriate for the preservation of a unique historic

property, enter negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise, of the property or any interest therein.

- O. Appeals. Any person adversely affected by any determination made by the Preservation Commission relative to the issuance or denial of a Certificate of Appropriateness may appeal such determination to the City Council. Any such appeal must be filed with the City Council within fifteen (15) calendar days after the issuance of the determination pursuant to Section 2-3.4.4(I)(1) of this Ordinance or, in the case of a failure of the Preservation Commission to act, within fifteen (15) calendar days of the expiration of the forty-five (45) day period allowed for the Preservation Commission action, Section 2-3.4.4(I)(2) of this Ordinance. The appeal shall be in writing and state the grounds for the appeal. ~~Appeals for properties within the City of Perry shall be made to the City Council.~~ The City Council may approve, modify, or reject the determination made by the Preservation Commission, if the governing body finds that the Preservation Commission abused its discretion in reaching its decision. Appeals from decisions of the City Council may be taken to the Superior Court of Houston County or Peach County, whichever is appropriate, in the manner provided by law.

2-3.4.5. Maintenance of historic properties and building and zoning code provisions.

- A. Affirmation of existing building and zoning codes. Nothing in this Ordinance shall be ~~constructed~~ construed as to exempt property owners from complying with existing City building, property maintenance, and zoning codes, nor prevent any property owner from making any use of this property not prohibited by other statutes, ordinances, or regulations.
- B. Ordinary maintenance or repair. Ordinary Maintenance or repair of any exterior architectural or environmental feature in or on a historic property to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material, or outer appearance thereof, does not require a Certificate of Appropriateness.
- C. ~~Minimum maintenance and repair. The preservation commission and the city shall further ensure that all designated historic properties and places, sites, buildings, structures and works of art within designated historic districts are kept free from the following structural defects and conditions which threaten the deterioration or loss of such properties. Owners shall maintain their structures as to not endanger the property by permitting the following conditions which jeopardize structural integrity:~~
- ~~(1) Foundations. Deteriorated or inadequate foundations jeopardize structural integrity. All foundations shall support the structure as originally constructed, and at all points shall be free of holes, wide cracks and buckling.~~
- ~~(2) Structural members. Defective or deteriorated floor supports, or any structural members of insufficient size to carry imposed loads with safety jeopardize structural integrity. Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration jeopardize structural integrity. Structural members of ceilings and roofs, or other horizontal structural members, which sag, split or buckle due to defective materials or deterioration or are of insufficient size to carry imposed loads with safety jeopardize structural integrity. Interior staircases shall be maintained in good repair.~~
- ~~(3) Exterior surfaces and materials. Floors, exterior walls, and roofs having holes, wide cracks and loose, warped, protruding, or rotting boards or any other condition admitting moisture or other elements jeopardize structural integrity. Exterior surfaces exposed to the weather shall be repaired and weatherproofed, where appropriate, to protect them from further deterioration. Masonry joints shall be maintained. Fireplaces or chimneys which list, bulge or settle due to defective material or deterioration, or are of insufficient size or strength to carry imposed loads with safety jeopardize structural integrity.~~
- ~~(4) Weather protection and ventilation. Lack of weather protection, any fault or defect in the building which renders it structurally unsafe or not weathertight jeopardize structural integrity. Windows, exterior doors, and exterior siding shall be watertight. Exterior flashing, including that at chimneys, doors, and windows, shall be maintained in good repair. Downspouts and gutters shall be maintained so that rain runoff is directed away from the structure. Foundation and attic vents shall be maintained to ventilate the crawl and attic spaces.~~
- ~~(5) Stairways, porches, and appurtenances. Exterior staircases, porches and appurtenances thereto shall be maintained in good repair.~~

- ~~(6) *Rodent and termite infestation.* Structures shall be free of wood boring insects and rodent infestation.~~
- ~~(7) *Security and utilities.* Buildings which are no longer occupied shall be properly secured to prevent intrusion, and all utilities shall be properly connected or disconnected.~~
- ~~(8) *Dependencies and additional site features.* Ancillary structures and accessory buildings shall be maintained in good repair. Tree limbs shall be trimmed away from the building, and tree roots shall be cleared away from all foundations. Soil erosion and soil deposition shall not be allowed to endanger any structures.~~

~~Such conditions as those outlined above shall constitute a failure to provide minimum maintenance and repair. The preservation commission and the city shall monitor the condition of all designated historic properties and places, sites, buildings, structures and works of art within designated historic districts. The preservation commission shall report all failures to provide minimum maintenance and repair to the administrator. The administrator shall examine and inspect the properties subject to alleged failure to provide minimum maintenance and repair and begin the violation process for those found not to meet these standards.~~

Replace Section 2-3.8.2. as follows:

2-3.8.2. Historic Overlay District. *Historic Properties and Historic Overlay Districts.* See Section 2-3.4.4.

- ~~(A) *Certificate of appropriateness required.* After a historic district is designated, no material change in the appearance of such historic district shall be made or be permitted to be made by the owner or occupant thereof, unless and until application for a certificate of appropriateness has been submitted to the Commission and approved. Such application shall be accompanied by such drawings, photographs, or plans as may be required by the Commission.~~
- ~~(B) *Exemptions.* The Georgia Department of Transportation and contractors (including cities and counties) performing work funded by the Georgia Department of Transportation are exempt from the provisions of subsection (C) below and local governments are exempt from the requirement of obtaining certificates of appropriateness; however, the Mayor and Council shall notify the Commission forty five (45) days prior to beginning an undertaking that would otherwise require a certificate of appropriateness and allow the Commission an opportunity to comment.~~
- ~~(C) *Application review procedure.* Applications for certificates of appropriateness shall be reviewed in the following manner:

 - ~~(1) *Development standards.* The Commission shall establish development standards regulating buildings and structures in the Historic District. A structure or building shall only be established, constructed, reconstructed, altered, demolished, moved or maintained in a manner consistent with the historical and architectural character of the district.~~
 - ~~(2) *Exemption from hearing.* The administrator may approve Certificates of Appropriateness which are in conformance with performance criteria established by the Commission. The administrator may require a hearing before the Commission at his/her discretion.~~
 - ~~(3) *Appeal to commission.* Any applicant whose Certificate of Appropriateness has been denied by the administrator may appeal the decision to the Commission.~~
 - ~~(4) *Review criteria.* The Commission shall approve a certificate of appropriateness if it finds that the proposed material change in appearance is in accordance with any published guidelines; would not have a substantial adverse effect on the aesthetic, historical, or architectural significance and value of the historic property of the historic district. In making this determination, the Commission shall consider, in addition to any other pertinent factors, the historical and architectural value and significance, architectural style, general design, arrangement, texture and material of the architectural features involved and the relationship thereof to the exterior architectural style and pertinent features of other structures in the immediate neighborhood. The Commission shall not consider interior arrangement or use having no effect on exterior architectural features.~~
 - ~~(5) *Commission recommendation.* The Commission shall approve or reject an application for a certificate of appropriateness within no more than thirty (30) days after the filing thereof by the owner or occupant of a historic property or of a structure, site, or work of art located within a historic district. Evidence of a recommendation for approval shall be by issuance of the certificate of appropriateness. Failure of the~~~~

Commission to act within said thirty (30) days shall constitute approval. In the event the Commission rejects an application, it shall state its reasons for doing so and shall transmit a record of such notice and reasons therefore in writing, to the applicant. The Commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.

- (6) ~~Binding nature of decision.~~ In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of an application for a certificate of appropriateness shall be binding upon the Building Inspector and, in such a case, no building permit shall be issued. Where, by reasons of natural circumstances, the strict application of any provision of this section would result in exceptional practical difficulty or undue hardship upon any owner of any specific property, the Commission in passing upon applications shall have power to vary or modify strict adherence to said provision or to interpret the meaning of said provision so as to relieve such difficulty or hardship; provided such variance modification, or interpretation shall remain in harmony with the general purpose and intent of said provisions so that the architectural or historical integrity or character of the property shall be conserved and substantial justice done. In granting variances, the commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the intent of the historic district.
 - (7) ~~Appeal to city council.~~ Any person adversely affected by any determination made by the Commission relative to the issuance or denial of a Certificate of Appropriateness may appeal such determination of the Mayor and Council by filing a notice of appeal with the Council.
 - (8) ~~Public notice.~~ An appeal to the Mayor and Council of a Commission decision on a Certificate of Appropriateness shall require a public notice of said appeal. The administrator shall cause to have posted in a conspicuous place on the property one (1) or more signs with orange background and black lettering; each sign shall contain information as to the appeal and the date and time of the public hearing.
- (D) ~~Affirmation of existing building and zoning codes.~~ Nothing in this Ordinance shall be construed as to exempt property owners from complying with existing City building and zoning codes, nor prevent any property owner from making any use of his property not prohibited by other statutes, ordinances or regulations.
- (E) ~~Demolition or relocation of historic buildings.~~ The Commission shall have the authority to grant or deny certificates of appropriateness for demolition or relocation.
- (1) ~~Public hearing.~~ A public hearing may be scheduled for each application for a certificate of appropriateness for demolition or relocation.
 - (2) ~~Consideration of post-demolition or post-relocation plans.~~ The Commission shall not grant certificates of appropriateness for demolition or relocation without reviewing at the same time the post-demolition or post-relocation plans for the site.
 - (3) ~~Demolition/relocation criteria.~~ Upon receipt of an application for a certificate of appropriateness for demolition or relocation, the Commission shall use the criteria described in this ordinance to determine whether to deny the application or issue a Certificate of Appropriateness for demolition or relocation.
 - (4) The Commission shall approve the application and issue a certificate of appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the historic property of the historic district. In making this determination, the Commission shall consider, in addition to any other pertinent factors, the historical and architectural value and significance, architectural style, general design arrangement, texture and material of the architectural features involved, and the relationship thereof to the exterior architectural style, and pertinent features of the other structures in the immediate neighborhood.
- (F) ~~New structures.~~ All new structures erected within a designated historic district shall be compatible in appearance, as seen by the traveling public, with existing structures located within one hundred (100) feet, on the same street, of the new structure. New structures shall not be required to be compatible with structures located outside of a designated historic district. The new structure shall be deemed compatible if the following features of the new structure are consistent with structures within one hundred (100) feet:
- (1) ~~Finished floor elevation~~
 - (2) ~~Roof heights~~
 - (3) ~~Roof shapes~~

~~(4) Windows-~~

~~(5) Architectural features-~~

~~(6) Building facade-~~

~~(7) Scale-~~

Bid Submittal Summary Sheet

Bid Title/Number: 2023-02 Pine Needle Park
Path Phase 1A

M&CC Meeting Date: 8/16/2022

Funding Source: SPLOST 2018

Budgeted Expense? Yes


Responsive Bidders:	Bid Amount
Griffin Grading & Concrete, LLC	\$ 99,000.00
S&W Sales and Service, LLC	\$ 117,000.00

Posting Sources:
 City of Perry's Website: www.perry-ga.gov
 GA Procurement Registry <https://ssl.doas.state.ga.us/PRSapp/>

Department Recommendation:

Vendor:	Griffin Grading & Concrete, LLC
Amount:	\$ 99,000.00
Department:	Community Development
Department Representative:	Chad McMurrian, Engineering Svcs Manager

Purchasing Agent Recommendation:

Vendor:	Griffin Grading & Concrete, LLC
Amount:	\$ 99,000.00
Purchasing Agent:	Mitchell Worthington, Finance Director
Signature:	



Where Georgia comes together.

MEMORANDUM

TO: Mayor & City Council
FROM: Mitchell Worthington, Finance Director
DATE: August 10, 2022
RE: RFP 2022-05 Pine Needle Park Playground

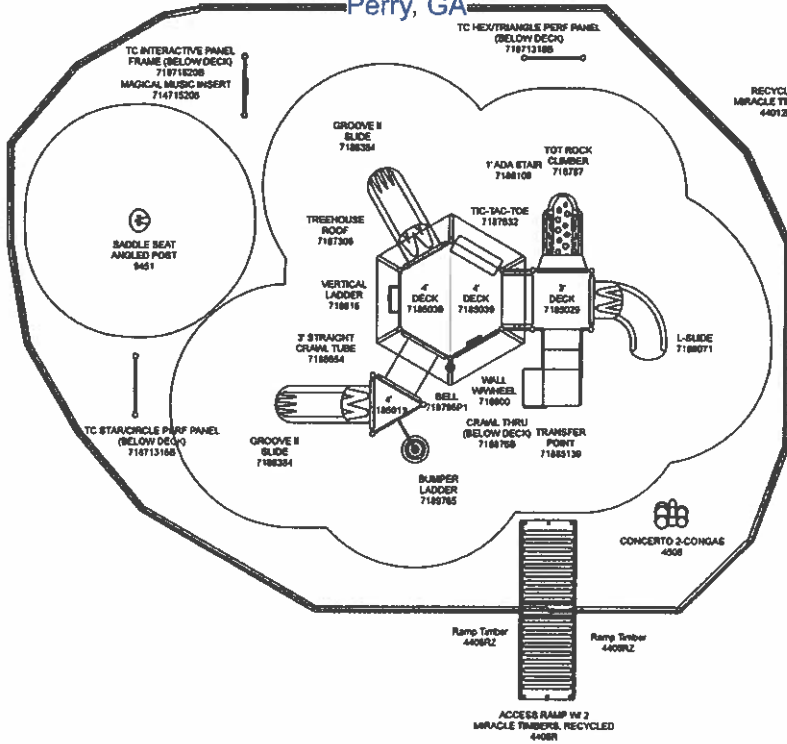
On June 14, 2022, staff released an RFP for the purchase and installation of playground equipment for Pine Needle Park. Proposals were due on July 15, 2022. The City received four (4) responses, which were reviewed and graded using the following scale:

Provides for equitable usage for ages two (2) to ten (10) years	30%
Provides for physical & sensory adaptive uses	30%
Demonstrated experience with similar projects	10%
Total price	30%

Hasley Recreation, Inc. received the highest score amongst the four proposals. Accordingly, it is staff's recommendation to award the contract for the purchase and installation of playground equipment for Pine Needle Park to Hasley Recreation, Inc. in the amount of \$52,388.55. Conceptual renderings of the proposed playground equipment are attached.

Attachments

Pine Needle Park
Perry, GA



ARK GROUP	
BLIND PLAY ACTIVITIES - TOTAL	RESD
BLIND PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	RESD
BLIND PLAY ACTIVITIES ACCESSIBLE BY RAMP	RESD
BLIND LEVEL ACTIVITY TYPE	RESD
INCLUDE LEVEL QUANTITY	RESD

8-12
REV



HASLEY RECREATION, INC.
5249 Wki Cesar Dr
Buford, GA
PHONE NO: (770) 965-4042
FAX NO: (770) 936-1970

R0019_44747416742
COMPLIES TO ASTM/CPSC
COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

GROUND SPACE: 33'-6" x 28'-6"
PROTECTIVE AREA: 45'-0" x 30'-0"
DRAWN BY: Ryan Hasley
DATE: 7/5/2022





Pine Needle Park Upgrades

- Two Components:
 - ¼ mile walking trail
 - New playground equipment
- Funding:
 - \$35k donation from Worrall Foundation
 - Specifically for Playground Equipment
 - SPLOST 2018
 - Remainder of Playground & Walking Trail



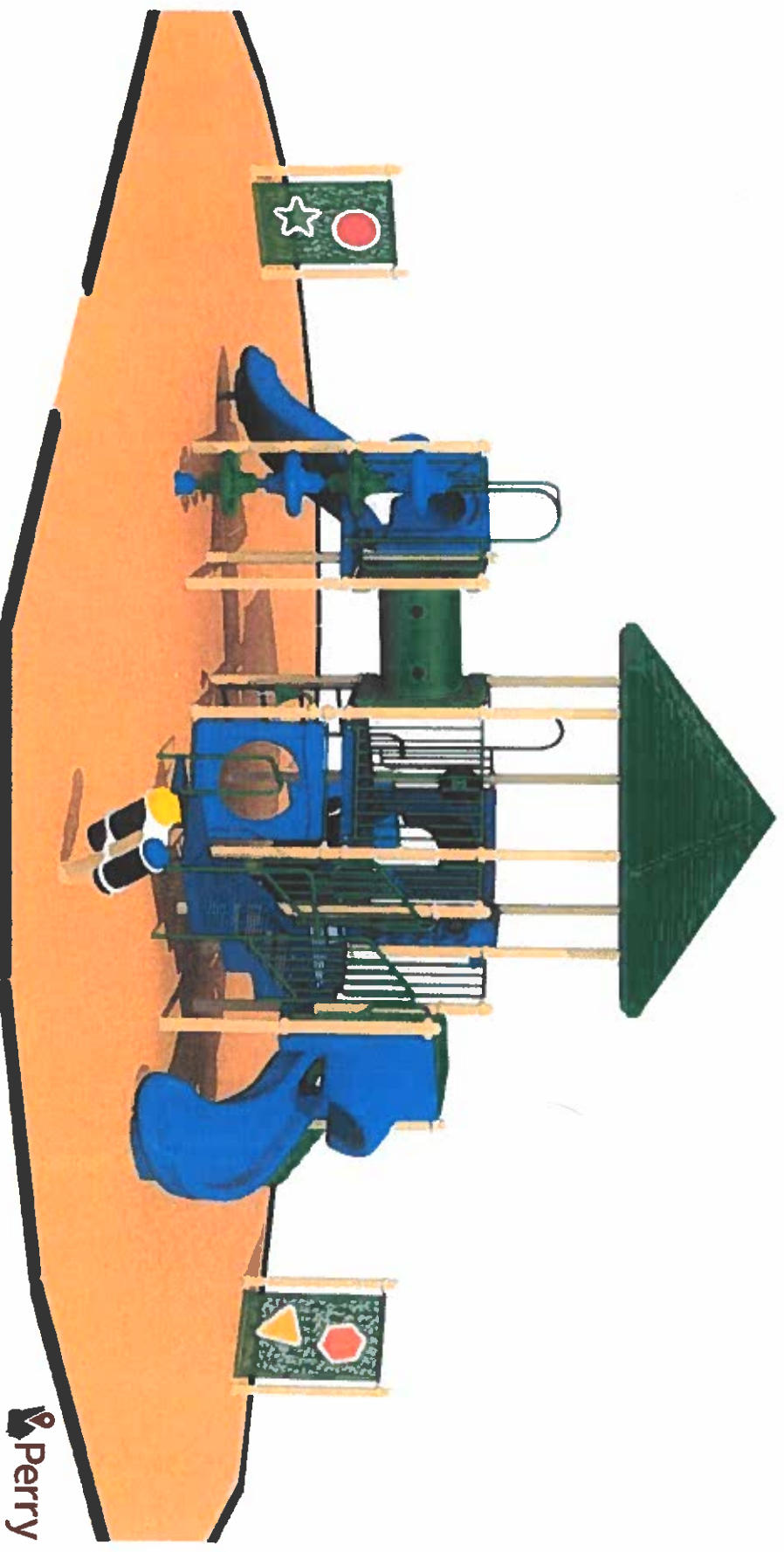
Bid 2023-02 Pine Needle Park Path Phase 1A

- Bids Received:
 - Griffin Grading & Concrete, LLC \$99,000.00
 - S&W Sales and Service, LLC \$117,000.00
- Staff Recommendation:
 - Award to Griffin Grading & Concrete, LLC in the amount of \$99,000.00



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RFP 2022-05 Pine Needle Park Playground



RFP 2022-05 Pine Needle Park Playground

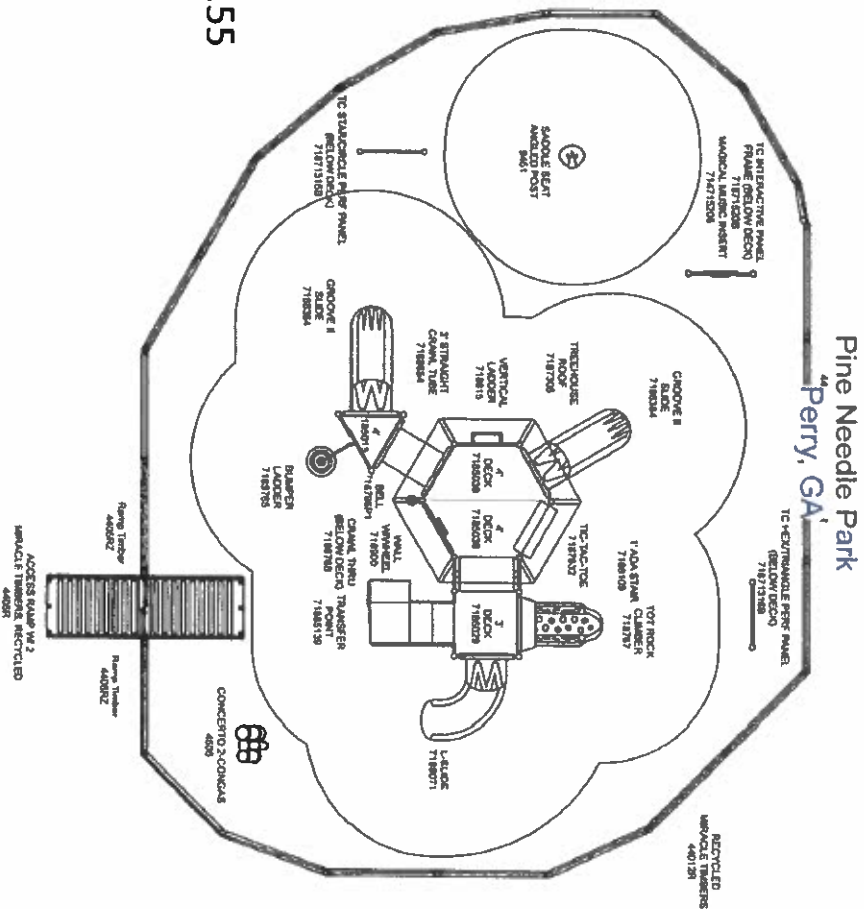
RFP Scoring Factors:

Provides for equitable usage for ages two (2) to ten (10) years	30%
Provides for physical & sensory adaptive uses	30%
Demonstrated experience with similar projects	10%
Total price	30%

- Four Proposals Received
- Funding:
 - \$35k donation from Worrall Foundation
 - Remainder from SPLOST 2018
- Staff Recommendation
 - Award to Hasley Recreation Inc, the highest scoring proposal, in the amount of \$52,388.55



Where Georgia comes together.



Bid Submittal Summary Sheet

Bid Title/Number: RIQ 2023-01 Fire Rescue UTV

M&CC Meeting Date: 8/16/2022

Funding Source: General Fund via GMA Lease

Budgeted Expense? Yes

Responsive Bidders:	Bid Amount
Adrenalin Powersports	\$ 19,242.71
Aviate Enterprises	\$ 20,433.78
Ocmulgee Outdoors	\$ 21,934.00
Mountain Powersports	\$ 21,998.00

Posting Sources:

City of Perry's Website: www.perry-ga.gov

Department Recommendation:

Vendor: Adrenalin Powersports

Amount: \$ 19,242.71

Department: Fire Department


Department Representative: Kirk Crumpton, Assistant Fire Chief

Purchasing Agent Recommendation:

Vendor: Adrenalin Powersports

Amount: \$ 19,242.71

Purchasing Agent: Mitchell Worthington, Finance Director

Signature: 

Bid RIQ 2023-01: Fire/Rescue UTV

- **Funding:**
 - General Fund
- **Quotes Received:**

• Adrenalin Powersports	\$19,242.71
• Aviate Enterprises	\$20,433.78
• Ocmulgee Outdoors	\$21,934.00
• Mountain Powersports	\$21,998.00
- **Staff Recommendation:**
 - Award to Adrenalin Powersports in the amount of \$19,242.71



**A RESOLUTION TO AMEND
THE CITY OF PERRY
COBRA SUBSIDY
POLICY**

WHEREAS, the city has adopted a COBRA subsidy policy; and

WHEREAS, there is a need to define how long the subsidy shall apply;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRY that the City of Perry COBRA subsidy policy is amended as follows:

Section 1. The city's COBRA subsidy shall remain in effect as long as the eligible employee qualifies for COBRA coverage.

SO RESOLVED THIS _____ DAY OF AUGUST 2022.

CITY OF PERRY

By: _____
RANDALL WALKER, MAYOR

City Seal

Attest: _____
ANNIE WARREN, CITY CLERK

**A RESOLUTION
DECLARING CERTAIN ASSETS SURPLUS**

WHEREAS, the Finance Department is recommending certain assets be declared surplus; and

WHEREAS, the Department is requesting authorization to proceed with disposal of said assets.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY RESOLVES that

Section 1 The following assets are declared surplus and shall be disposed of per City process:

Asset #	Vin #	Description	Department	Condition
1600	N/A	1991 HUMMWV "HUMMER"	Police Department	FAIR
1721	1FTSW31P43EC91632	2003 FORD F350	Police Department	POOR – DOES NOT RUN

SO RESOLVED, this 16th day of August 2022.

CITY OF PERRY

By: _____
RANDALL WALKER, MAYOR

City Seal

Attest: _____
ANNIE WARREN, CITY CLERK

Declaration of Certain Assets Surplus

Asset #	Vin #	Description	Department	Condition
1600	N/A	1991 HUMMWR "HUMMER"	POLICE DEPARTMENT	FAIR
1721	1FTSW31P43EC91632	2003 FORD F350	POLICE DEPARTMENT	POOR – DOES NOT RUN

BOARD OF ELECTIONS

HOUSTON COUNTY GOVERNMENT BUILDING
2030 KINGS CHAPEL RD
POST OFFICE BOX 945
PERRY, GA 31069

478-987-1973

FAX 478-988-0699

August 8, 2022

Mayor Walker
Perry City Council
City of Perry
1211 Washington Street
PO Box 2030
Perry, GA 31069

Mayor and Council:

As the population in the Perry area increases, so has the number of registered voters who are assigned to Rozar Park. As of August 1, 2022, there are 14,395 voters assigned here. This is by far the largest precinct in Houston County while other precincts have not yet reached 10,000. Rozar Park is also the only polling location for approximately 95% of the City of Perry voters. Although not all of these people vote at one time, the Houston County Board of Elections staff and Board members believe that this polling place needs relief. Thus, we request the use of the Perry Arts Alliance and Events Center for future city, state, and federal elections. Early voting would not take place here.

After a tour of the building, we concur that this site would meet the requirements for a third polling location for the Perry area. The Center would permit us to divide voters to create shorter lines and wait times. It would create a more manageable space for voting equipment, staff, and voters as well. Traffic flow of voters would be a simple *in one door and out the other*. Vehicle parking appears to not be problematic either.

We consider your approval of our request to be a “win-win” for both the voters and the Board of Elections staff.

Regards,

Sherman Falana
Chairman
Houston County Board of Elections

AMENDMENT NO. 25
to the AGREEMENT BETWEEN
ESG Operations, ~~INC. LLC~~ And
PERRY, GEORGIA
For Operations, Maintenance
and Management Services

Commented [BN1]: Did the legal entity change?

This Amendment is made and entered into this ____ day of ~~August~~ July 2022, by and between the City of Perry, Georgia, (hereinafter the "City" or "Owner") and ESG Operations, LLC (hereinafter "ESG"). This is Amendment No. 25 to the agreement dated the 5th day of July 2006, as amended, between Owner and ESG (the "Agreement").

NOW THEREFORE, Owner and ESG agree to amend the Agreement as follows:

RESTATE SECTION 2 as amended to provide a complete description of the entire Scope of Services to be performed by ESG as of the date of this Amendment which are as follows:

2.1 Within the design capacity and capability of the City's Wastewater Treatment Facilities, as described in Appendix B of this Agreement which by this reference is incorporated herein and made a part hereof, ESG shall manage, operate, and maintain said facilities, subject to the provisions and parameters identified in Appendix C of this Agreement which by this reference is incorporated herein and made a part hereof, so that the effluent discharged meets the NPDES permit requirements of the Georgia Environmental Protection Division (EPD), pursuant to good and accepted industry practices for similarly situated contract operators providing similar services at similar facilities.

Within the design capacity and capability of the City's Water Treatment Facilities; described in Appendix B of this Agreement which by this reference is incorporated herein and made a part hereof, ESG shall manage, operate, and maintain said facilities, subject to the provisions and parameters identified in Appendix C of the Agreement, so that the drinking water pumped into the City's distribution system is in accordance with the permit requirements of the EPD regarding primary and secondary drinking water quality standards pursuant to good and accepted industry practices for similarly situated contract operators providing similar services at similar facilities.

2.2 Provide labor and management from on-site staff for the performance of normal repairs and maintenance as contemplated by Article 4.3. Every effort will be made to control all necessary repairs and maintenance within the budgetary limitations specified by Article 4.3.

2.3 Provide Owner with an accounting of Repairs and Maintenance on a monthly basis.

2.4 Negotiate each year with Owner a Repairs and Maintenance Budget as contemplated in Article 4.3. Should Owner and ESG fail to agree, the Repairs and Maintenance Budget for the year in question will be established by the application of the Consumer Price Index (CPI) component of the base fee adjustment formula referred to in Appendix F which is herewith incorporated by reference and made a part hereof.

Article 2.5 Reserved.

Article 2.6 Reserved.

2.7 Staff the Project to meet the certification requirements of the State of Georgia which are applicable as of the execution date of this Agreement. At any time during the term of this Agreement should the certification requirements of the State of Georgia require an increase in staff, said increase shall require a change in scope along with a commensurate change in the base fee as provided by Article 4.1 of this Agreement.

2.8 On a timely basis, prepare all NPDES permit reports and submit these to Owner for transmittal to appropriate agencies.

2.9 Schedule and manage the disposal of screenings, grit and sludge to those disposal sites utilized by Owner at the execution date of this Agreement or such alternative disposal sites as may be agreed by the parties. Pay for Sludge Disposal costs up to the amount set by annual Sludge Disposal budget identified in Article 4.4.

2.10 Provide Owner with an accounting of Sludge Disposal on a monthly basis.

Article 2.11 Reserved.

2.12 Provide twenty-four (24) hour per day access to the Project for Owner's personnel. Visits may be made at any time by any of the Owner's employees so designated by City Manager. Keys for Project shall be provided to the Owner by ESG. This access is for the purpose of allowing the Owner verification that contractual obligations are fulfilled and equipment is properly maintained. Owner shall not violate ESG's Safety Standards nor interfere with ESG personnel performance of duties.

2.13 Perform other services that are incidental to the Scope of Services (as described and provided by Section 2 of this Agreement) as may be directed by Owner and agreed by ESG. The cost of performance of these other services by ESG shall be agreed to by Owner and ESG and shall be paid by the Owner in addition to the compensation provided by Section 4 of this Agreement.

Commented [LD2]: I added these

Commented [JN3R2]:
Okay Thanks for catching

Commented [BN4R2]: I saw where these were omitted from the original agmt of July 2006-correct?

2.14 Pay for all chemical costs for the Project up to the amount set by annual Chemical Budget identified in Article 4.6.

Article 2.15 Reserved.

Article 2.16 ~~Perform all daily, monthly and annual laboratory testing and sampling currently performed in the City's water treatment facility laboratory and required by state and federal regulatory agencies for the Owner's potable water facilities, with the exception of those analyses currently performed by the State under contract between EPD Laboratory and the City. Reserved.~~

2.17 In accordance with industry standards, ESG shall perform specific inspection, cleaning, operations, preventative and corrective maintenance tasks on the Owner's wastewater collection facilities, and potable water distribution facilities. These services shall include but not be limited to the following:

- 2.17.1 Fire Hydrant ~~maintenance~~ repair and/or replacement.
- 2.17.2 Water and sewer leak repairs.
- 2.17.3 Grease-trap program monitoring.
- 2.17.4 Pressure reducing valve maintenance and repair.
- 2.17.5 Air Relief valve maintenance and repair.
- 2.17.6 Backflow Prevention Program implementation.
- 2.17.7 Manhole inspections.
- 2.17.8 Implement an electronic work order system.
- 2.17.9 New water meter installations.
- 2.17.10 Large meter calibration (for meters larger than 2 inches) on a prescribed basis.
- 2.17.11 Clear sewer blockages within the City's system.
- 2.17.12 Develop and implement a valve exercising program.
- 2.17.13 Implement an inventory control program.

2.18 In accordance with industry standards, ESG shall perform specific inspection, operations, and preventative and corrective maintenance tasks on the Owner's Natural Gas Distribution facilities. These services shall include but not be limited to the following:

- 2.18.1 Scheduled system checks and inspections
- 2.18.2 Gas leak repairs.
- 2.18.3 Gas Meter installation
- 2.18.4 Implement an electronic work order system.
- 2.18.5 New gas meter installations
- 2.18.6 Maintain gas system valves and corrosion control
- 2.18.7 Maintain a customer and public awareness program
- 2.18.8 Maintain gas system records
- 2.18.9 Implement an inventory control program.

Commented [LDS]: I added these

Commented [JN6R5]:

Yes

Commented [BN7R5]: I do not have a copy of the Amendment that added §2 15 or subsequently removed it. Can you please explain? It should be in Amend # 1 or 2. Also, we thought §2 16 from Amendment #3 of 2007 should still be included here

Commented [BN8]: This was included in the original language of Amendment No. 5 of 2009, why was it omitted?

- 2.18.10 Conduct utility locates
- 2.18.11 Maintain regulator and rectifier stations

2.19 In accordance with industry standards, ESG shall perform specific tasks associated with the City's Watershed Protection Program. These services shall include but not be limited to the following:

- 2.19.1 Collect and perform laboratory analysis of quarterly samples from the four (4) existing monitoring sites, INCLUDING the samples associated with the first quarter of 2012.
- 2.19.2 Collecting and shipping samples to outside laboratory for analyses
- 2.19.3 Review the data received from the outside laboratory.
- 2.19.4 Prepare the City's "Annual" Long Term Water Quality Report and submit to the City and EPD.

Article 2.20 Reserved.

Article 2.21 In accordance with industry standards, ESG shall monitor and annually update the City's wastewater treatment facility's Industrial Storm Water Permit. This includes the following specific tasks which will be completed by ESG on an annual basis:

2.21.1 Update the City's existing Storm Water Pollution Prevention Plan regarding the City's wastewater treatment plant as needed or on an annual basis.

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2.21.2 Prepare and submit annually the required Annual Inspections and EPD reports.

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2.21.3 Perform EPD sampling/monitoring requirements for qualifying rainfall events.~~Reserved.~~

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Commented [LD9]: I added these

2.21.4 Perform and submit monthly EPD required site inspections and documentation.

Commented [JN10R9]:

Gosh darn, and yes

2.21.5 Perform and submit quarterly EPD site inspections and documented reports.

Commented [BN11R9]: Again, I do not have copies, but §2 20 should have been added in Amendment 11, 12 or 13, can you please provide a copy for our review? Also, when was it removed or are you just now proposing removing it?

2.21.6 Meet with EPD during all required audits and informal site visits/inspections.

As to §2 21, we believe it should be included as added in Amendment #14 of 2015

2.21.7 Perform any smoke or dye testing and associated reports, if required by EPD.

2.21.8 Perform additional evaluation of any new construction or

modifications to other ESG-operated City-owned facilities under this Agreement.

2.21.9 Develop and submit any annual permits and/or Notice of Intent.

2.21.10 Perform laboratory analyses for all required Storm Water outfalls.

2.21.11 Update site maps annually, or as needed.

2.21.12 Conduct training with all wastewater treatment facility personnel performing these duties.

2.21.13 Develop an Erosion Control & Sedimentation Plan for the existing Stormwater Pollution Prevention Plan.

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2.22 Develop and implement a Meter Replacement Program inclusive of the related yearly project plans that will be established annually by mutual agreement of the City and ESG.

- 2.22.1 Provide program management services for the Meter Replacement Program. Said services shall include: (a) to provide engineering and project management related to the implementation and performance of each annual project plan mutually agreed by the parties for the scope of services to be performed each contract year; (b) to make recommendations for the purchase, by the City, for the meters and accessories to be installed by ESG Program plan for the contract year in question and (c) in accordance with the terms of the adopted annual Program plan to install or have installed by a subcontractor engaged by ESG industrial, commercial and residential meters and accessories.
- 2.22.2 Provide written monthly updates to the City relative the performance of the services provided pursuant to the Article 2.22.

2.23 Provide one (1) additional staff member to ESG's staffing plan along with associated uniforms, safety supplies, 'smart phone' and 'tablet'. The use of a vehicle, fuel and specialty tools including but not limited to line locate equipment to be provided by the City. The additional new staff member shall be dedicated to performing utility line locations.

RESTATE SECTION 3 as amended to provide a complete description of the entire Scope of Services to be performed by the City as of the date of this Amendment which are as follows:

Owner shall:

3.1 Provide for all Capital Expenditures.

3.2 Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to Owner.

3.3 Pay all property, franchise, or other taxes associated with the Project.

3.4 Provide ESG, within a reasonable time after a request by ESG, use at no cost of any piece of Owner's heavy equipment that is available so that ESG may discharge its obligations under this Agreement in the most cost-effective manner. ESG shall not use or allow the use of any City heavy equipment under ESG's control by any person who is not trained and qualified in the operation of the heavy equipment in question, including licensing and certification, where appropriate.

3.5 Provide all licenses for vehicles used in connection with the Project.

3.6 Provide for the exclusive use by ESG of all of the vehicles described in Appendix E for the duration of this Agreement. ESG shall be responsible for maintaining said vehicles in good working order and repair and shall conduct periodic, corrective and preventative maintenance for said vehicles. The Owner shall be responsible for the payment of said repairs and maintenance through the Annual Repairs Budget established by Article 4.3 and for the payment of any indebtedness owed or secured by the described vehicles. The Owner shall be responsible for providing insurance coverage for the vehicles as required by Article 6.5. The Owner and ESG expressly acknowledge that the providing of primary insurance coverage on the vehicles and equipment in question is a specifically negotiated element of the contractual relationship of the parties without regard to any act of negligence on the part of either party. The intent of the Owner and ESG is that the coverage provided by the Owner for said vehicles is primary.

3.7 Pay directly to the vendors or suppliers the following Project costs:

- 3.7.1 All Repair and Maintenance costs in excess of the amount specified by the budget established in accordance with Article 4.3.
- 3.7.2 All hauling costs and tipping fees for grit, sludge and screening disposal in excess of the amount specified by the budget established in accordance with Article 4.4.
- 3.7.3 All power costs associated with the Project.
- 3.7.4 All potable water costs associated with the Project.

3.8 Pay ESG an amount specified in Article 4.1 to operate the City's water and wastewater treatment facilities, lift stations, wastewater collection, water distribution, natural gas distribution systems, watershed protection program as defined in Appendix B and meter replacement program.

3.9 Maintain all of the City's elevated storage tanks, exclusive of their associated groundwater wells and associated facilities located at ground level which are specifically

Commented [LD12]: These were changed from 3 17 A through 3 17 D to 3 17 1 to 3 17 4 to match the rest of the document. Is there any reason these are supposed to remain 3 17 A, B, C, and D?

Commented [JN13R12]:
A poor cut and paste. Combined with a very short review late this afternoon. Not my usual work - thank you Danny

included in ESG's scope of work. ESG's scope of work does not include tank maintenance which is currently under contract between the City and Utility Services, Inc.

3.10 Pay all natural gas cost associated with project, including but not limited to the following:

- 3.10.1 Utilities (Power, Telephone, Gas and Water)
- 3.10.2 Gas supply, purchasing and regulatory subscription services
- 3.10.3 Contract services
- 3.10.4 Meter reading, billing and collections
- 3.10.5 Engineering design consultants
- 3.10.6 Auditor
- 3.10.7 Gas Rebate Programs
- 3.10.8 Public Awareness Campaigns

REPLACE Article 4.1 with the following new Article:

4.1 The City shall pay to ESG a base fee for the Scope of Services defined by Section 2 of this Agreement (the "Base Fee"). The Base Fee shall not include services which are not specifically defined by Section 2 of this Agreement. Effective July 1, 2022, the Base Fee for this Contract Year of the Agreement, July 1, 2022, through June 30, 2023, shall be Four Million Five Hundred Twenty Thousand and Seven Hundred Sixty-Seven Dollars (\$4,520,767.00). The Base Fee shall be payable in advance in equal monthly installments and for this Contract Year the monthly amount shall be Three Hundred Seventy-Six Thousand and Seven Hundred Thirty Dollars (\$376,730.00). Said Base Fee shall be for the period beginning on July 1, 2022 and ending on June 30, 2023. Thereafter, the Base Fee will be negotiated or adjusted as described in Article 4.2.

REPLACE Article 4.3 with the following new Article:

4.3 Owner and ESG agree to establish an Annual Repairs and Maintenance Budget. For this Contract Year of the Agreement, July 1, 2022, through June 30, 2023, said budget shall be Seven Hundred Forty-One Thousand Eight Hundred Twenty-Five Dollars (\$741,825.00). This amount is included and shall be collected as part of the Base Fee as provided by Article 4.1 of this Agreement. This amount includes materials, supplies, repair parts, outside contractors, waste disposal and any applicable sales tax. Collected funds in the Annual Repairs and Replacement Budget account shall be the property of the Owner and shall be expended as a credit against any monthly invoice for materials, supplies, repair parts, outside contractors and any applicable sales tax. Expenditure of amounts for any item exceeding \$2,500.00 or any material, supplies or repair costs which exceed the budget established by this Article 4.3 shall be approved by the Owner prior to ESG incurring the costs. Any amount not expended during this Contract year or any subsequent twelve (12) month period will remain with the Owner. Should

actual costs exceed the Annual Repairs and Replacement Budget, ESG shall invoice the Owner on a monthly basis for one hundred percent (100%) of amount expended over the Annual Repairs and Replacement Budget, and the Owner shall pay ESG in accordance with Article 5.2. A final reconciliation of reimbursements in accord with the stated Annual Repairs and Replacement Budget shall be made within 60 days following June 30, 2023.

REPLACE Article 4.6 with the following new Article:

- 4.6 Owner and ESG agree to establish an Annual Chemical Budget. For this Contract Year of the Agreement, July 1, 2022 through June 30, 2023, said budget shall be Two Hundred Fifty-Six Thousand Dollars (\$256,000.00). This amount is included in the Base Fee as provided by Article 4.1 of this Agreement. This amount includes the costs of all process control chemicals. Collected funds in the Annual Chemical Budget account shall be the property of the Owner and shall be expended as a credit against any monthly invoice for chemicals and any applicable sales tax. Should actual Chemical costs exceed the Annual Chemical Budget, ESG shall invoice the City on a monthly basis for one hundred percent (100%) of amount expended over the Annual Chemicals Budget, and the City shall pay ESG in accordance with Article 5.2. A final reconciliation of reimbursements in accord with the stated Annual ~~Chemical Repairs and Replacement~~ Budget shall be made within 60 days following June 30, 2023.

ADD Article 9. MERGER and ASSIGNMENT to read as follows:

- 9.1 ESG Operations, Inc. and Inframark, LLC merged on October 15, 2021. The performance of day-to-day operations and services will be led by existing ESG leadership from the corporate offices which will continue to be located in Macon, Georgia. The merger will allow Inframark's shared support services centers to be leveraged for the potential benefit of the Owner. In order to achieve the potential benefits ESG hereby transfers and assigns to Inframark, LLC, who will do business as "ESG Operations", all of ESG's rights, title, and interest as well as all its obligations under this Agreement and the Owner hereby consents to said transfer and assignment effective January 1, 2023.

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AMEND Appendix B – Location of Project by the deletion of said Appendix B in its entirety and substituting the revised Appendix B attached hereto and made a part hereof.

AMEND Appendix C – Project Characteristics by the deletion of said Appendix C in its entirety and substituting the revised Appendix C attached hereto and made a part hereof.

AMEND Appendix G – Insurance Coverage by the deletion of said Appendix G in its entirety and substituting the revised Appendix G attached hereto and made a part hereof.

All other terms and conditions remain in effect in accordance with the Agreement, as amended, referenced in this Amendment.

(Signature Page Follows)

The parties indicate their approval of this Amendment No. 25 by signature below.

Authorized signatures:

ESG OPERATIONS, ~~INC/LLC~~

Commented [BN14]: LLC or INC?

By: _____
John Clay Sykes, P.E., Principal

By: _____
Daniel E. Groselle, P.E., Principal

Date: _____

~~INFRAMARK, LLC d/b/a~~
ESG OPERATIONS

By: _____
Daniel E. Groselle,
Chief Executive Officer

CITY OF PERRY, GEORGIA

Mayor
Perry, Georgia

Attest: _____

Approved as to form:

City Attorney

Date: _____

Appendix B - LOCATION OF PROJECT

ESG agrees to provide the services necessary for the management, operation, and maintenance of the following:

- a) All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant located at 100 Frank Satterfield Road.
- b) All equipment and facilities now existing within the current property boundaries of or being used to operate the Owner's Water Plant # 2 located at 110 Woodlawn Drive, a booster pump station located near well # 3 on US341, and Water Plant #3 located at 1804 Tucker Rd.
- c) The offices located at 108 Frank Satterfield Road which are utilized for line maintenance and natural gas offices.
- d) All equipment, vehicles, grounds, and facilities now existing within the current property boundaries of twenty (20) wastewater pump stations currently operated by the Owner.
- e) All equipment, grounds, and facilities now existing within the current property boundaries of three wells, well 2 (source #102), well 3 (#103), well 5 (#105), and currently operated by the Owner. Well 6 (107) is located at Water Plant 3 on Tucker Rd.
- f) All equipment and grounds now existing within the current property boundaries of four (4) elevated water storage tanks currently operated by the Owner.

Appendix C - PROJECT CHARACTERISTICS

NPDES PERMIT AND PROTECT CHARACTERISTICS

- C.1 ESG will operate Project so that effluent will meet the requirement of NPDES permit No. GA0021334 [100 Frank Satterfield Road]. ESG shall be responsible for meeting the effluent quality requirements of Owner's NPDES permit unless one or more of the following occurs: (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in the Water and Sewer Ordinance; (3) the flow, influent BOD5, suspended solids and/or ammonia loading exceeds the Project design parameters for the WWTP facility, which are 3.0 million gallons of flow per day, 5000 pounds of BOD5 per day, 5000 pounds of suspended solids, 450 pounds of ammonia, and a daily peaking factor of 1.3 times flow.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD5, or flow, exceeds the design parameters stated above, ESG shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Design Parameters By:	Recovery Period Maximum
Less than 10%	5 Days
Above 10% and Less than 20%	10 Days
20% and Above	30 Days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then ESG will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 ESG shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.
- C.4 The estimated Costs for services under this Agreement are based on the following Project characteristics:

Flow 3.0 million gallons per day
BOD 5,200 pounds per day
TSS 4,055 pounds per day
Ammonia 521 pounds per day

The above characteristics are the actual twelve (12) month averages prior to the date services are first provided under this Agreement. Any change of ten percent (10%) or more in any of these characteristics, based on a twelve (12) month moving average, will constitute a change in scope.

C.5 ESG shall be responsible for meeting the Safe Drinking Water Rules quality requirements of the City's Permit to Operate a Water System GA1530006, NPDES General Permit GAG640075 [Water Plant # 2 located at 110 Woodlawn Drive] and Ground Water Use Permit Number 076-0003 unless one or more of the following occurs:

- (1) Raw water quantity is less than the allowable withdrawal amount needed to meet the system demand.
- (2) Raw water quality is degraded beyond the plant's ability to treat the water quality due to a man-made or natural disaster, or
- (3) If the water treatment plant and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions or other causes beyond ESG's control.

C.6 ESG shall not be responsible for fines or legal actions arising from:

- (1) Toxic or foreign substances contained in raw water supply
- (2) Insufficient raw water supply
- (3) Vandalism
- (4) Acts of God, or
- (5) Any other event not intended under the terms of this Agreement to be under ESG's control

Appendix G - INSURANCE COVERAGE

ESG shall procure and maintain insurance, in accordance with the amounts and coverage set forth in this Appendix G, at ESG's sole expense, with reputable and financially responsible insurance companies having an A.M. Best Rating of A- or better. ESG shall furnish the City with certificates of such insurance and annual renewals thereof evidencing said insurance. Such certificates will list the City as the certificate holder and include the City as an additional insured with respect to liability arising from completed and ongoing operations performed under this Agreement by ESG as respect to Commercial General Liability, Contractor's Pollution Liability and Excess Liability coverage.

ESG shall maintain the following minimum limits of insurance:

1. Statutory workers' compensation limits for all of ESG's employees at the Project as required by Georgia law and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.
2. Commercial General Liability and Contractor's Pollution Liability insurance in a minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and/or property damage to include completed and ongoing operations.
3. Commercial Automobile Liability insurance in a minimum amount not less than \$1,000,000 combined single limit per occurrence. Coverage to include all vehicles owned, non-owned, hired by ESG (exclusive of those vehicles provided to ESG by the Owner pursuant to Section 3.6 of this Agreement).
4. Excess Liability in the amount of Four Million Dollars (\$4,000,000) per occurrence excess the Commercial General Liability, Commercial Automobile Liability, Employers Liability and the Contractor's Pollution Liability.

The City (and any subcontractors) shall maintain:

1. Property damage insurance for all equipment owned by The City and operated by ESG under this Agreement. Any equipment not properly or fully insured shall be the financial responsibility of The City.
2. Commercial General Liability insurance in a minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and/or property damage.
3. Commercial Automobile Liability (owned, non-owned, hired) in a minimum amount not less than \$1,000,000 combined single limit per occurrence inclusive of those vehicles provided to ESG by the Owner pursuant to Section 3.6 of this Agreement.

4. Statutory workers' compensation limits for all of the City's employees as required by Georgia law and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

The City shall furnish ESG with certificates of such insurance and renewals thereof evidencing said insurance. Such certificates will list the ESG as the certificate holder and include ESG as an additional insured for the coverages required herein (excluding Workers Compensation). The above policies maintained by the City shall contain a waiver of subrogation in favor of ESG.

Instruction for Filling out the New Service Contracts Garbage Collection Services

Overview

The following set of instructions will be used to help aid in completing the new service contracts for custodial service, garbage collection, pest control and lawn maintenance. The new contracts will replace all existing contracts for these services. The object is to make sure everyone is using the same set of contracts with the same type of information on them. Each contract will have the amount of insurance that is specific to that type of service.

Standard Contract Form

Fill In at the Top: (fill in the yellow highlighted areas)

1. **Solicitation Title-** The title should start with your origin number and include the location name with the type of services it is. (example: 615-Custodial Service for LE Thomson)
2. **Solicitation Number-** This number will include the Business Unit-Origin-Purchase Order No. (example: 46200-615-11111)
3. **Contract Number-** The contract number will not be used on any contracts under \$25,000. If the contract is over the \$25,000 bid limit, Purchasing will assign the contract number once the bid is awarded.

Section 1: (fill in the yellow highlighted areas)

The field will need to enter their location after the State Entity's Name (ex: Department of Natural Resources- Field Location).

The field will need to enter the Contractor's Name in this section.

Section 2: (fill in the yellow highlighted areas)

1. **Contract to Begin:** This will be the date the contract starts.
2. **Date of Completion:** This date should not exceed the last day of the fiscal year (06/30/XX).
3. **Renewals:** There can't be more than 4 renewals for a contract. Each renewal should follow the fiscal year time line (07/01/XX to 06/30/XX).

***The total length of the contract should never exceed 5 years (initial year plus 4 renewals).**

Section 3:

This section will not be used.

Section 4: (fill in the yellow highlighted areas)

1. **Max. Amount of this contract:** The total will be the first year amount X 4 renewal years, if applicable.
2. **Total Financial Obligation for the first year:** This should be the initial award period total. (ex: If you award the contract in November, the initial period will only be for 8 months. 11/XX to 6/XX.)
3. **Total Financial Obligation for the Renewal Period:** This will be the total yearly price for each additional year.

Section 5:

1. Authorized person to receive notices for State: *(fill in the yellow highlighted areas)* This would be the field person filling out the contract. However, the field office must make sure to send their Purchasing Agent all documents received pertaining to the contract (insurance forms, amendments.....).
2. Authorized person to receive notices for Contractor: *(blue highlighted area)* Have the Contractor fill in the name of the authorized person to receive contract information.

Section 6:

This section will list out all of the attachments for the contract.

Section 7: (fill in the blue highlighted areas)

The awarded Contractor will fill out this section: Contractor's Name, Address, Printed Name of Authorized person from the Contractor and then they will sign and date.

Section 8:

This section will be completed and signed by your authorized **Purchasing Agent**.

Scope of Work

Name and Address- Fill in the name of the Facility and address that will be covered under the contract.

Section A:

1. In this section you will list the prices you received from the vendor for each kind of container the facility will be using. Be sure to complete the **total cost per month** and **total for the year**.
2. Fill in the cost for any additional dumpster, if requested.
3. Fill in the cost, if any, for emergency pickup service.

Section B:

1. In this section you will fill in the frequency of the pickups and the day(s) for the pickups.

*When the completed contract is sent to the Contractor for review, the Contractor will be responsible for signing the signature page (pg. 1) and initialing the scope of work page. Once the Contractor has returned the signed contract along with proof of insurance, it must then be sent to your Purchasing Agent for final approval and signature. Contract is **NOT** valid without this signature.*

Renewals

When it is time to renew, be sure to read the renewal instructions found on the DNR Intranet and obtain all of the correct forms needed. *(Financial Services/Purchasing/Purchasing Information/Contract Forms)*

Amendments

Any changes made to the contract after it has been executed, must be done on an amendment form and attached to the contract. Once the form has been filled out, you will need to send it to your Purchasing Agent for final approval and signature.

***This page will not be included as part of the contract. It can be discarded once the contract is complete.**

**State of Georgia
Department of Natural Resources Standard Contract Form
Garbage Collection Services**

Solicitation Title Garbage Services	Solicitation Number 46200-647	Contract Number N/A
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1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name
Department of Natural Resources- Go Fish Education Center
(hereafter called State Entity)

Contractor's Name
City of Perry
(hereafter called Contractor)

2. Contract to Begin: **07/01/2022** Date of Completion: **06/30/2023** Renewals: **4**

3. Performance Bond, if any: **N/A** Other Bonds, if any: **N/A**

4. Maximum Amount of this Contract: 8067.00	Total Financial Obligation of the State Entity for the First Fiscal Year: 1613.40	Total Financial Obligation of the State Entity for each Renewal Period if Renewed: 1613.40
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5. Authorized Person to Receive Contract Notices for State Entity:
Stephannie Stinson Authorized Person to Receive Contract Notices for Contractor:
Stephannie Stinson

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: State Entity Contract Terms and Conditions for Services
Attachment 2: Scope of Work
Attachment 3: Copy of Insurance

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7.

Contractor

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)
City of Perry

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing
Lee Gilmour/City Manager

Address
P O Box 2030 Perry GA 31069

8.

State Entity

State Entity Name
Department of Natural Resources-Go Fish Education Center

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address



STATE OF GEORGIA
AGENCY STANDARD CONTRACT
Attachment 1
Contract Terms and Conditions for Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider(s) of the Services under the Contract.
- (ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the State Entity.
- (iii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.
- (iv) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the Services that are subject to the Contract, to include the Scope of Work.
- (v) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.
- (vi) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- (vii) **"State Entity"** means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the Services identified in the Contract.
- (viii) **"State Entity Standard Contract" or "Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.
- (ix) **"State Entity Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to the State Entity.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the State Entity Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.
3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the Scope of Work, the terms of the Contract, and as further described in any additional attachments.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the State Entity, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the State Entity and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed against any sum owed by the State Entity to the Contractor in the State Entity's sole discretion.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

- (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.

3. Notice of Default. If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 4. **Termination Upon Notice.** Following thirty (30) days' written notice, the State Entity may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the State Entity up to and including the date of termination.
- 5. **Termination Due to Change in Law.** The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
 - (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
 - (ii) The State Entity's duties are substantially modified.
- 6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- 7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:
 - (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;
 - (ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;
 - (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - (iv) Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
 - (v) Immediately return to the State Entity any payments made by the State Entity for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the State at all times. Some Services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE COVERAGES, REQUIREMENTS, LIMITS AND ENDORSEMENTS

The following Insurance Coverages are required by the Owner-Agency prior to start of work:

Workers Compensation (WC):	Required for all Contracts
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000

Bodily Injury by Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the "State of Georgia, its officers, employees and agents" as an additional insured under the commercial general, automobile and professional liability policies.

I. BONDS- Does Not Apply

The Contractor shall provide all required bonds in accordance with this contract and as stated in the State Entity Standard Contract Form.

J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug,

and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the State Entity. Except as otherwise expressly authorized by the State Entity, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity as specified in the RFX. All

persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

11. **State Security.** State Entity requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to State Entity of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.
11. **Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on

behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the State Entity and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and

which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
29. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits

State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.

31. Delay or Impossibility of Performance. Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

32. Limitation of Contractor's Liability to the State. Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

34. Counterparts. The State Entity and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. Further Assurances and Corrective Instruments. The State Entity and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

36. Transition Cooperation and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Scope of Work Attachment 2

The Contractor shall provide labor, materials, service, skills, supervision and necessary tools and equipment to assure that the Department's facility is free of garbage. The Contractor shall have the capability to perform and complete the services in full accordance with the solicitation. The Contractor hereby warrants that all services shall be performed in a timely and professional manner. The Contractor shall at all times keep the property free and clear of excess materials, debris and equipment that may be required or is the results of services performed. The Contractor shall provide the following Garbage Collection services required at:

(Name and address of site)

Go Fish Education Center
1255 Perry Parkway

Perry, GA 31069

A. Scope

The Garbage Collection Contractor shall provide containers to be located at designated sites agreed upon by Garbage Collection Contractor and Site Manager.

1. The number of containers supplied shall be:

8 yard container	_____ each	_____ per container per month
6 yard container	<u>1 each</u>	<u>\$134.45</u> per container per month
4 yard container	_____ each	_____ per container per month

\$134.45 Total Cost per Month X 12 Months = \$1613.40 per Year

2. Additional dumpsters provided under this contract will be provided at a cost of:

_____ per dumpster per month

3. The Garbage Collection Contractor may be called out to render emergency service between monthly visits. If there is a fee, please list below:

_____ per 8 yard container

_____ per 6 yard container

_____ per 4 yard container

B. SCHEDULE

1. Refuse shall be picked up by the Garbage Collection Contractor 1 X per week and shall be made on Friday.
(day(s) of the week)
2. The Garbage Collection Contractor shall give an annual inspection of all equipment.

Initial (Contractor)