

**CITY OF LOCUST GROVE  
WORKSHOP MEETING AGENDA  
DECEMBER 16, 2013  
7:00 P.M.  
3644 HIGHWAY 42  
LOCUST GROVE, GEORGIA 30248**

**CALLED TO ORDER -----MAYOR ROBERT PRICE**

**INVOCATION -----MR. TIM YOUNG, CITY MANAGER**

**PLEDGE OF ALLEGIANCE -----COUNCILMAN KEITH BOONE**

**PRESENTATION -----MR. STEVE EDWARDS, ADVANCED DISPOSAL**

**PUBLIC COMMENTS**

**PUBLIC HEARING ITEMS**

- A+ AUTOMOTIVE SERVICE REZONING REQUEST (FROM C-2 TO C-3)

**ACTION ITEMS**

- SANITATION SERVICE / RFP
- TEMPORARY EASEMENT FOR MARKER –MARCH TO THE SEA HERITAGE TRAILS

**CITY OPERATIONS REPORTS**

1. MAIN STREET PROGRAM -----MS. MALLORY RICH
2. ADMINISTRATION DEPARTMENT-----MR. TIM YOUNG
3. PUBLIC SAFETY OPERATIONS-----CHIEF JESSE PATTON
4. PUBLIC WORKS OPERATIONS-----MR. JACK ROSE
5. COMMUNITY DEVELOPMENT -----MR. BERT FOSTER

**CITY MANAGER'S COMMENTS - MR. TIM YOUNG**

**MAYOR'S COMMENTS – MAYOR ROBERT PRICE**

- MARKERS FOR MAYOR'S WALK PARK

**EXECUTIVE SESSION – (IF NEEDED)**

**ADJOURN**

POSTED AT CITY HALL, December 12, 2013 AT 5:00 p.m.



## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

# Cover Sheet: Solid Waste - Advanced

To: Mayor and City Council  
Cc: City Staff  
From: Tim Young, City Manager  
Date: December 12, 2013

### Action Item: Advanced Disposal Contract (Extension)

Attached is the latest conversation with Advanced Disposal. The contract has a window of days in which negotiation is to begin as well as timing for notification of renewal/nonrenewal of the contract for the next period, which, according to the contract is March 1, 2014.

We have had good service with Advanced Disposal since 2008; however, there are other firms that have been seeking the opportunity to at least submit bids for service to the city since 2010, primarily Republic and Waste Industries that may be offer somewhat better service and/or for a better rate.

Without competition, we may not know; however, we also open ourselves to possible increases across the board at the same time.

In this instance, Steve is offering additional collection of Bulk/Appliance pickup on the weekly basis of normal trash pickup in lieu of the quarterly collection. The pickup of yard waste is apparently ours and not through Advanced. The notification is just for clarity sake of the customer.

We have prepared the letter of notification that would need to be sent the following morning if we continue the process to let our services out for bid. That is attached behind the letter from Steve Edwards.

Attachment: December 9, 2013 letter from Steve Edwards, Letter of non-renewal (if needed)



December 9, 2013

Mr. Tim Young  
City of Locust Grove  
3644 Highway 42  
Locust Grove, GA 30248

Dear Mr. Young:

As per our meeting December 4, 2013 based on our contractual stipulations, Advanced Disposal desires to continue our partnership with the City and extend our solid waste contract for another year. Our service will include bulk waste collection at curbside once a week instead of once a quarter. Bulk waste is household items that do not fit into the 95 gallon cart. Advanced Disposal will print and distribute a cart hanger to help educate residents about bulk waste collection and encourage recycling at the City's drop off center at no charge to the City (see attached draft copy).

As mentioned, the City has one of the lowest rates in the area, our customer service record is excellent, and many of our employees live, work, and play in the Locust Grove community. We are engaged and active in the Locust Grove community. I will be happy to discuss this matter with you and Mayor and Council at your December 16, 2013 work session.

Sincerely,

A handwritten signature in blue ink that reads "Steve".

Steve Edwards  
Advanced Disposal Services  
[sedwards@advanceddisposal.com](mailto:sedwards@advanceddisposal.com)  
[www.advanceddisposal.com](http://www.advanceddisposal.com)  
Cell (770) 560-4025

“MAKING THE  
**WORLD**  
a cleaner place,  
one household at a time.”

*Tom Davis, Driver*



## Locust Grove adds Bulk Waste to Weekly Garbage Collection Service

Advanced Disposal and the City of Locust Grove have teamed up to add bulk waste service once a week instead of once a quarter. Bulk waste are household furniture items that do not fit into your 95 gallon cart. You may now just leave them by your cart and they will be collected on your normal garbage pick up day.

Bulk waste does not include construction or automotive items.

### Effective Today

#### GARBAGE

Same pick up day schedule - no change

#### RECYCLING

City's drop off center at 100 Mose Brown Road  
Wednesdays and Saturdays 9am - 4 pm

#### YARD WASTE

Same pick up schedule - no change

#### BULK/APPLIANCE

Put household items out on the same day as your  
garbage service collection pick up day

If you have any questions, please call the City of Locust Grove at  
(770) 957-5043.

AdvancedDisposal.com • (904) 695-0500 • 



**IN ORDER TO GET THE BEST POSSIBLE SERVICE, PLEASE FOLLOW THE SOLID WASTE GUIDELINES LISTED BELOW:**

**Place all garbage and bulk waste at the curb by 7:00 am on your designated collection day.**

**Garbage:** Place all garbage in cart your designated cart for once a week collection service. No change in your garbage collection schedule.

**Recycling:** Take your recyclables to the City's drop off Center located at 100 Moss Brown Drive. Accepted recyclable materials include: newspaper, clear, green and brown glass containers, aluminum cans and foil, steel cans, number 1-7 plastics, cardboard, magazines, phone books, Kraft bags, box board, fiberboard, junk mail, office paper and miscellaneous paper. Drop off center hours are Wednesdays and Saturdays 9am through 4pm.

**Yard Waste:** Call City Hall at 770 957-5043 to coordinate removal of large tree limbs. Smaller yard debris should be bagged or containerized.

**Bulk Waste:** One time per week pickup for household items too large to fit into the 95 gallon cart. Items must not weigh more than 50 pounds. Household items include sofas, mattresses, chairs, desks, tables, dressers, or similar household domestic items. Bulk waste does not include construction debris or automotive items.

**Holiday Schedule:** Thanksgiving / Christmas / Independence Day / Labor Day / Memorial Day. If a holiday coincides with your regular scheduled collection day, Advanced Disposal will collect your items a day behind in the same holiday week. Look for postings on the City's website for details.

Advanced Disposal operates right-side route for safety so we pick up one side of the street at a time.





# CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900  
Telephone (770) 957-5043 Fax (770) 954-1223

**MAYOR**  
Robert Price

**COUNCIL**  
Vernon Ashe  
Keith Boone  
Samuel Brown  
Otis Hammock  
James "Sam" Rosser  
Frances Ward

**CITY MANAGER**  
Tim Young

**CITY CLERK**  
Theresa Breedlove

December 16, 2013

Advanced Disposal  
8880 Old Federal Road  
Ballground, GA 30107  
Attn: AREA RESIDENT

Certified #7011 0470 0001 6708 2321

**RE:** Notice of non-renewal of contract, Account 010862, City of Locust Grove.

To Whom It May Concern:

This letter is to inform you that the Contract Agreement signed by Mayor Robert Price on February 20, 2012 for the City of Locust Grove (Account # 010862) that we are giving official notice under Section 2.0, Subsection 2.4 that the City of Locust Grove has decided to NOT automatically renew the agreement for the next period beginning March 1, 2014.

We are in the process of letting out a new Request for Proposal (RFP) for solid waste collection under slightly revised standards and strongly encourage your firm to consider and submit a response proposal given the strong performance Advanced has with the 8+ years of experience with our City.

Thank you for your immediate attention to this matter

Respectfully,

Tim Young, City Manager

REZONING ORDINANCE NO. \_\_\_\_\_

CITY OF LOCUST GROVE  
HENRY COUNTY, GEORGIA

**AN ORDINANCE FOR THE PURPOSE OF REZONING APPROXIMATELY 0.74 ACRES LOCATED IN LAND LOT 200 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA**

WHEREAS, David Sexton, agent for Gordon Cook, (hereinafter referred to as "Applicant") requests rezoning of a tract of land located in Land Lot 200 of the 2<sup>nd</sup> District and consisting of approximately 0.74 acres within the City limits, which shall be hereinafter referred to as the "Property" and is described in **Exhibit A** attached hereto and incorporated herein by reference; and,

WHEREAS, the Applicant has submitted an application that is included in the Rezoning Evaluation Report (hereinafter referred to as "Report") attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the application requests that the Mayor and City Council of the City of Locust Grove (hereinafter referred to as "City") rezone said property from C-2 (general commercial) to C-3 (heavy commercial); and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on December 16, 2013 as well as by the City Community Development Director; and,

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

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

WHEREAS, the Mayor and City Council have considered the Applicant's request in light of those criteria for rezoning under Section 17.04.315 of the Code of Ordinances, City of Locust Grove, Georgia.

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

1.

- That the Property is hereby rezoned from C-2 (general commercial) to C-3 (heavy commercial) in accordance with the Zoning Ordinance of the City;
- That the Applicant's request in said application is hereby **DENIED**.

2.

That the rezoning of the above-described Property is subject to:

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

3.

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

4.

That, if rezoning is granted, said rezoning of the Property shall become effective immediately upon adoption of this Rezoning Ordinance.

SO ORDAINED by the Council of this City this \_\_\_\_\_ day of January 2014.

\_\_\_\_\_  
ROBERT PRICE, Mayor

ATTEST:

\_\_\_\_\_  
THERESA BREEDLOVE, City Clerk

(Seal)

EXHIBIT A  
LEGAL DESCRIPTION AND PLAT

SURVEY WRITTEN DESCRIPTION  
#5019 & 5021 Bill Gardner Parkway  
a.k.a. #5007 Bill Gardner Parkway (as per Henry County Tax Records)  
Parcel #128-01004000

All that tract or parcel of land lying and being in Land Lot 200 of the 2nd District, Henry County "City of Locust Grove", Georgia, and being more particularly described as follows:

Commencing at the existing intersection of the Westerly R/W of State Route 23/42 R/W Miter "Concrete Monument Found (CMF)", and the Northerly R/W of Bill Gardner Pkwy. R/W Miter; Thence S 86°29'09"W a distance of 798.98' to a point, this point being the POINT OF BEGINNING (P.O.B.).

From THE POINT OF BEGINNING (P.O.B.);  
Thence N 74°49'36'' W a distance of 32.86' to a point;  
Thence N 74°30'24'' W a distance of 212.44' to a point;  
Thence N 47°36'23'' E a distance of 260.84' to a point;  
Thence S 32°32'37'' E a distance of 115.80' to a point;  
Thence S 07°20'22'' W a distance of 144.78' to THE POINT OF BEGINNING (P.O.B).

Containing 32,479 square feet or 0.74 acres.  
Also granted all easements recorded or unrecorded.



EXHIBIT B

REZONING EVALUATION REPORT:



# REZONING EVALUATION REPORT

FILE: RZ 13-12-01

December 16, 2013

## REZONING C-2 TO C-3

### Property Information

Tax ID	128-01004000
Location/address	Land Lot 200 of the 2 <sup>nd</sup> District 5019 & 5021 Bill Gardner Parkway
Parcel Size	Approximately 0.74 – acre
Current Zoning	C-2 (General Commercial)
Request	Rezoning from C-2 to C-3 (Heavy Commercial)
Proposed Use	Automotive repair and sales
Existing Land Use	Automotive repair shop
Future Land Use	Regional Commercial Node
Recommendation	(Approval) with conditions

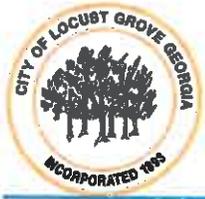
### Summary

Mr. Gordon Cook is the owner of a tract of land located at 5019-5021 Bill Gardner Parkway that he leases to Mr. David Sexton. Since January 2003, Mr. Sexton has utilized the existing onsite facility to operate A+ Automotive Service, Inc., an automotive repair shop. The existing facility was built in 1973 and consists of a metal building with five (5) vehicle bay doors in the middle, a storage area on the east end of the building and an office on the west end.

According to the Letter of Intent, the lessee, Mr. Sexton, who is acting as the agent for the owner, Mr. Cook, seeks to rezone the property from C-2 (general commercial) to C-3 (heavy commercial) for the purpose of selling automobiles onsite in addition to the automotive repair that is currently allowed under the C-2 zoning. It is a typical practice of automotive repair facilities to sell vehicles in order to settle repair liens or otherwise recover unpaid costs associated with repairs.

The property lies within an area referenced by the Comprehensive Plan as a regional commercial node which designates areas for a mixture of heavy retail uses. Regional commercial nodes are designed to accommodate heavy commercial uses and intensities, due to its close proximity to the I-75 interchange. These heavy commercial uses are designed to accommodate the traveling public within the region and includes automobile sales.

The building consists of approximately 5,400 square feet and an accessory canopy to the east of the main building. The front setback requirement for C-2 is fifty (50) feet, but changes to seventy (70) feet in the C-3 zoning district. According to the as-built survey, dated 10.30.13, the front of the building sits eighty-two and one-



# REZONING EVALUATION REPORT

FILE: RZ 13-12-01

December 16, 2013

REZONING C-2 TO C-3

half (82.5) feet back from the front property line and thus would remain in conformance with the development requirements of the C-3 zoning district.

With care taken to the design of the site and parking lot placement, the request would be consistent with the future land use policies along this section of Bill Gardner Parkway.

## Service Delivery / Infrastructure

**Water and Sewer:** Water and sewer services are available via existing lines in this area. The Locust Grove Public Works Department confirmed that this request will not create an additional burden on the systems currently serving the property.

**Police Services:** The site lays in the existing city limits and would be on a regular patrol route.

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

**Transportation Impacts:** Fewer than 40 trips per average day typically, with peak hour volumes approximately 10% or 4 trips per peak AM/PM hour.

**Impact.** This development will not appreciably increase traffic on nearby streets. Bill Gardner Parkway is a major arterial road with a right-of-way width of at least eighty (80) feet (variable). Adequate access to the site has already been provided by the existing driveway. No improvements to the site are planned as part of this rezoning request.

## Criteria for Evaluation of Rezoning Request

### Section 17.04.315 Procedure for Hearing Before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) **The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community.** Discussion: The main impact here will be some minimum traffic increase and a potential visual impact from more automobiles being parked onsite. Care should be taken to ensure adequate parking is available for each respective use.
  - (2) **The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter.** Discussion: The request will allow a higher, more

*Preserving the Past... ....Planning the Future*



# REZONING EVALUATION REPORT

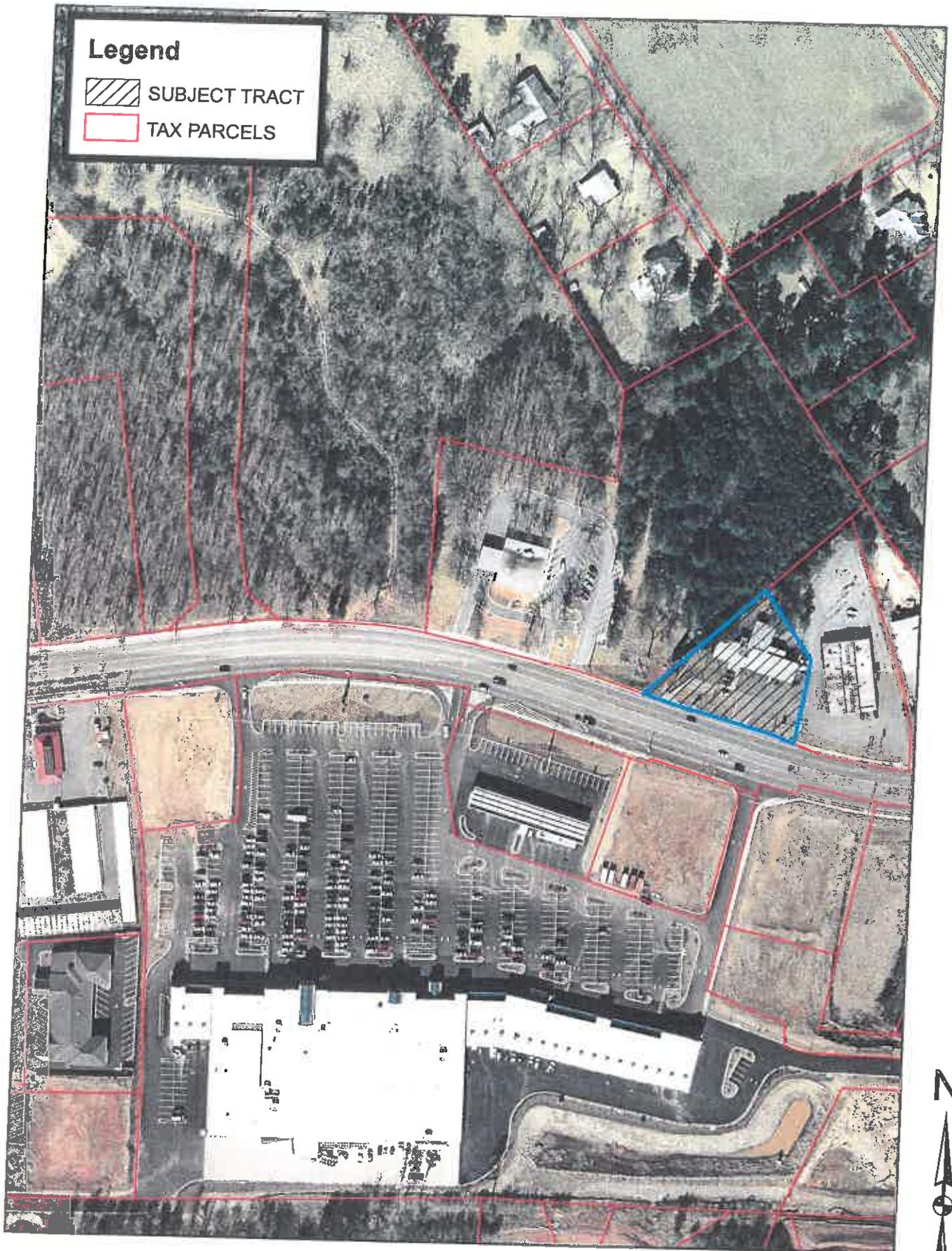
FILE: RZ 13-12-01

December 16, 2013

## REZONING C-2 TO C-3

permissive zoning use (C-3) that is different from the surrounding properties (C-2); however, the nearby Wal-Mart parcel is currently zoned C-3.

- (3) **Consistency with the Land Use Plan.** Discussion: The site is consistent with the Joint Interim Future Land Use Plan in that Regional Commercial allows for locations to offer more regional-serving commercial goods and services.
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There should be minimal impact on infrastructure in the area.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: The development will have minimal impact on the surrounding area in terms of traffic.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: As conditioned, the impact should be kept to a minimum. Particular care should be given for the arrangement and location of off-street parking.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the site is being used for a permitted use under its current C-2 zoning; however, the goal of this request is to allow the existing business to expand into automotive sales. Such expansion requires a C-3 zoning. The automotive sales will be in addition to the automotive repair work that is currently allowed under the C-2 zone.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: The site is developed and is being utilized as an automotive repair facility. There are no plans to expand either the building or the parking lot; however, if this request is approved, the parking lot will need to be restriped to accommodate the vehicles that are for sale. There do not appear to be any conditions pertaining to the site that would preclude this requested use.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with the Joint Interim Future Land Use Plan.



**Legend**

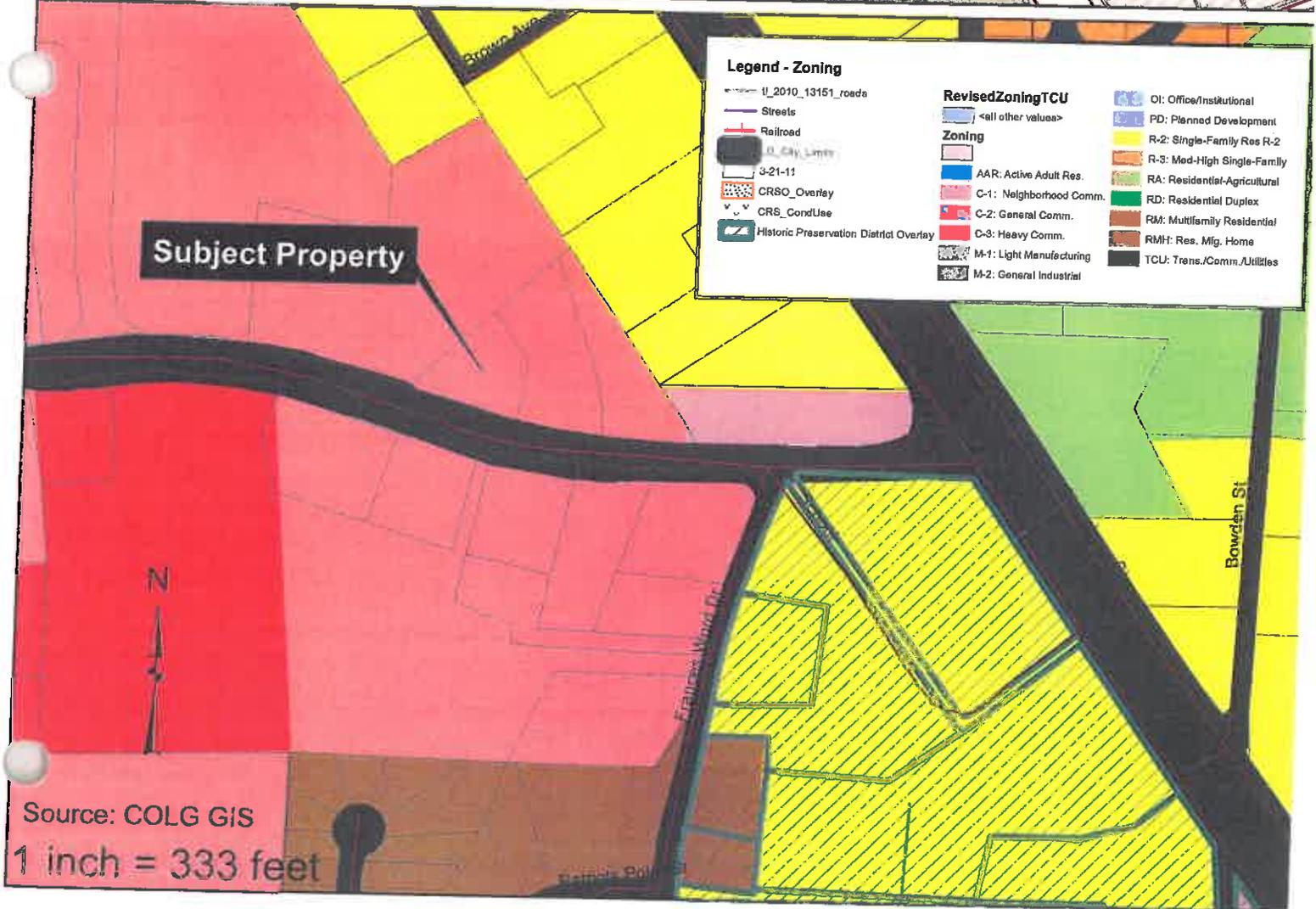
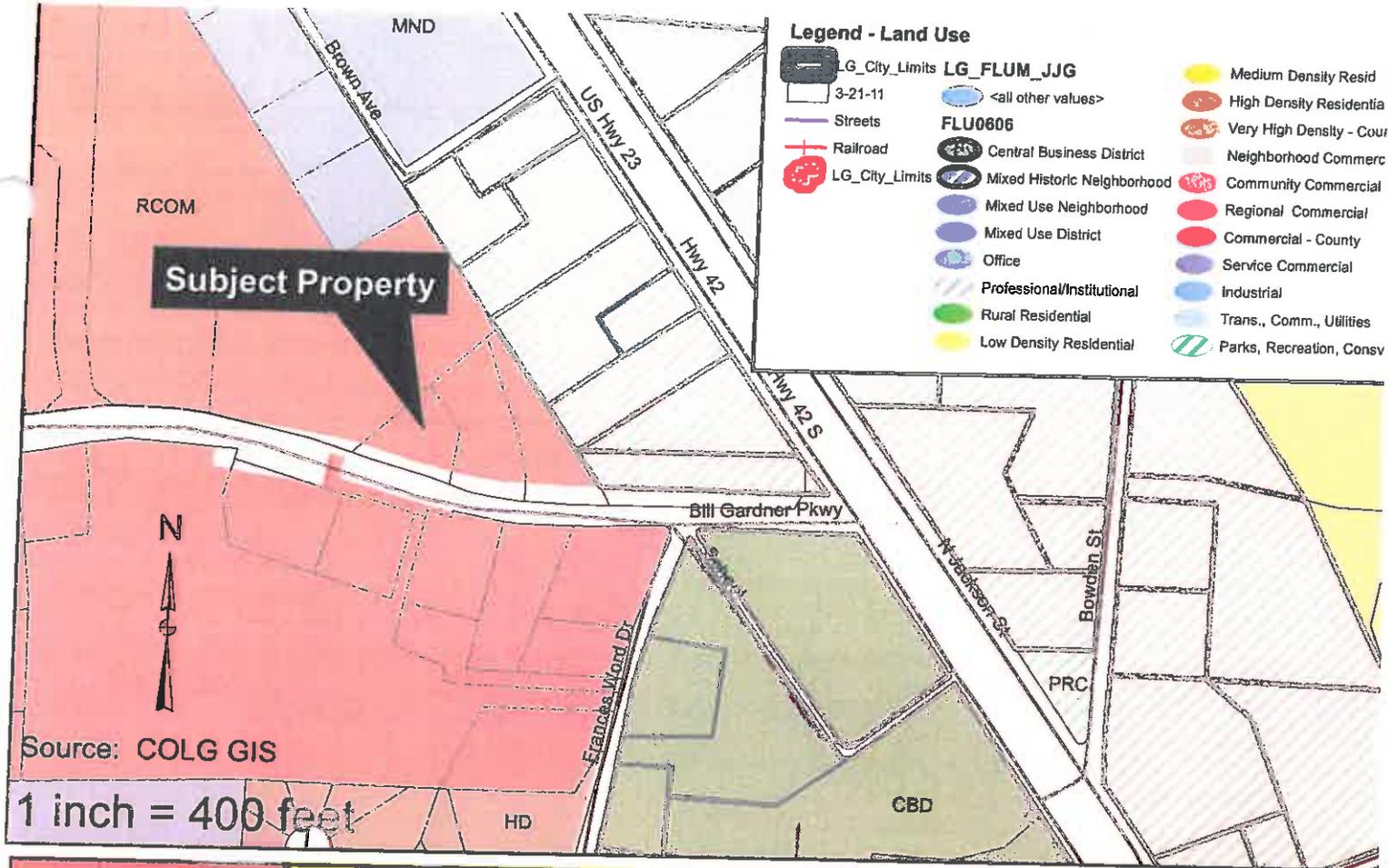
-  SUBJECT TRACT
-  TAX PARCELS

SOURCE: CITY OF LOCUST GROVE GIS

1 inch = 200 feet

Date: 12/11/2013





### Request for Zoning Map Amendment

Name of Applicant Gordon Cook Phone: 770 853 3430 Date: 10.27.2013  
 Address Applicant: 5019 Bill Gardner Pky Fax N/A Pager/Cell # N/A  
 City: Locust Grove State: GA Zip: 30248 E-mail: N/A  
 Name of Agent DAVID SEXTON Phone: 770.652.9046 Date: 10.27.2013  
 Address Agent: 5019 Bill Gardner Pky Fax N/A Pager/Cell # N/A  
 City: Locust Grove State: GA Zip: 30248 E-mail: N/A

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

Concept Plan Review  Conditional Use  Conditional Exception  Modifications to Zoning Conditions

Variance  Rezoning  DRI Review/Concurrent

Request from C-2 (Current Zoning) to C-3 (Requested Zoning)

For the Purpose of (Type of Development) Automotive Sales

Address of Property: 5019 + 5021

Nearest intersection to the property: Bill Gardner Pky N Stanley Tanger Blvd

Size of Tract: .61 acre(s), Land Lot Number(s): 200 District(s): 2nd

Gross Density: 1 units per acre Net Density: 1 units per acre

Property Tax Parcel Number: 128-01004000 (Required)

Dodie Cason  
Witness' Signature

David Sexton  
Signature of Owner/s

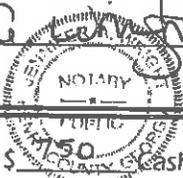
Dodie Cason  
Printed Name of Witness

David Sexton  
Printed Name of Owner/s

Jennifer A. [Signature]  
Notary

David Sexton  
Signature of Agent

(For Office Use Only)



Total Amount Paid \$ 150 Cash Check # 1207 Received by: MT (FEES ARE NON-REFUNDABLE)

Application checked by: MT My Commission Expires: 12-31-2015 Date: 11-4-13 Map Number(s): 128-01004000

Pre-application meeting: 11-4-13 - MT Date: 11-4-13

Public Hearing Date: 12-16-13

Council Decision: \_\_\_\_\_ Ordinance: \_\_\_\_\_

Date Mapped in GIS: \_\_\_\_\_ Date: \_\_\_\_\_

DRI Number: NA NOD Date: NA

Joe Vick -  
6-570-4397

### Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
Yes \_\_\_\_\_ No

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

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

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

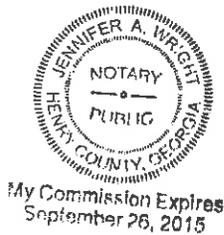
Gordon Cook  
Applicant's Name - Printed

Gordon Cook  
Signature of Applicant

\_\_\_\_\_  
Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 29 day of Oct, 2012<sup>3</sup>



Jennifer A. Wright  
Notary Public

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

### Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
Yes  No

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

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

We certify that the foregoing information is true and correct, this 21 day of Oct, 2013.

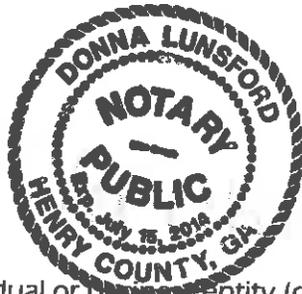
DAVID LEE SEXTON  
Applicant's Name - Printed

David Lee Sexton  
Signature of Applicant

\_\_\_\_\_  
Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 21<sup>st</sup> day of October, 2013.



Donna Lunsford  
Notary Public

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

14 October 2013

Gordon Cook  
5019 Bill Gardner Parkway  
Locust Grove Ga 30248

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City Of Locust Grove

Im am writing this letter as the owner of the property located at 5019 and 5021 Bill Gardner Parkway, Locust Grove Georgia 30248. I am aware that David L. Sexton is applying for the rezoning of said property from C-2 to C-3. Additionally, he has permission to act on behalf of me in regards to this rezoning process. Feel free to contact me with any questions or concerns (770-853-3430).

Kind Regards,



Gordon Cook

24 October 2013

David Lee Sexton  
5019 Bill Gardner Parkway  
Locust Grove GA 30248

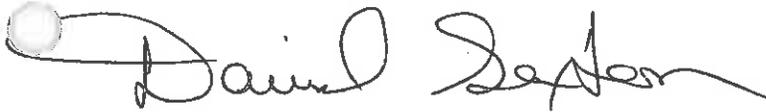
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City of Locust Grove

I am writing you as the agent for Mr. Gordon Cook, the owner of the property located at 5019-5021 Bill Gardner Parkway, Locust Grove Georgia. The proposed use and development intent for requesting the rezoning from C-2 to C-3 is so that I may use the property for automotive sales. I intend to continue to use said property as automotive service in addition to automotive sales. The C-3 zoning classification is required to obtain a used motor vehicles dealers license.

Feel free to contact me with any questions or concerns (770-652-9046).

Kind Regards

A handwritten signature in black ink that reads "David Lee Sexton". The signature is written in a cursive style with a large initial "D" and "S".

David Lee Sexton

EXHIBIT C

PUBLIC NOTICE OF REZONING REQUEST

**Public Hearing Notice - Rezoning  
City of Locust Grove  
December 16, 2013  
7:00 PM  
Locust Grove City Hall  
3644 Highway 42 South  
Locust Grove, GA 30248**

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on **Monday, December 16, 2013 at 7:00 PM**, will conduct a public hearing for the purpose of the following:

**Rezoning**

**RZ-13-12-01** Gordon Cook of Locust Grove, Georgia requests a rezoning from C-2 (general commercial) to C-3 (heavy commercial) for property located at 5019-5021 Bill

Gardner Parkway in Land Lot 200 of the 2nd District. The property consists of approximately 0.74 acres. The request is to allow for the sale of vehicles onsite.

The public hearing will be held in the Locust Grove City Hall, located at 3644 Highway 42 South.

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Gurdon Robert Foster IV, who, after being duly sworn, testifies as follows:

1.

My name is Mr. Gurdon Robert Foster IV. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

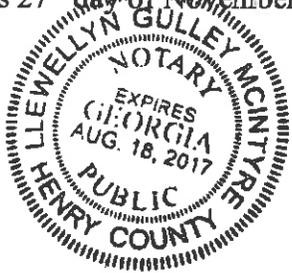
2.

Gordon Cook submitted a request for rezoning number RZ 13-12-01 for 0.74+/- acres located in Land Lot 200 of the 2<sup>nd</sup> District of Locust Grove, being more particularly identified as a portion or all of tax parcel 128-01004000 (hereinafter the "Property").

3.

On the 27<sup>th</sup> day of November 2013 at approximately 10:35 AM, I Mr. Gurdon Robert Foster IV, posted one (1) sign notification on the Property advertising a public hearing on the above request to be heard by the Locust Grove City Council on the 16<sup>th</sup> day of December 2013, at 7:00 p.m. at City Hall, 3644 Highway 42, Locust Grove, Georgia 30248. A photograph of same is attached hereto as Exhibit "A" and incorporated herein by reference. FURTHER AFFIANT SAYETH NOT.

This 27<sup>th</sup> day of November 2013.

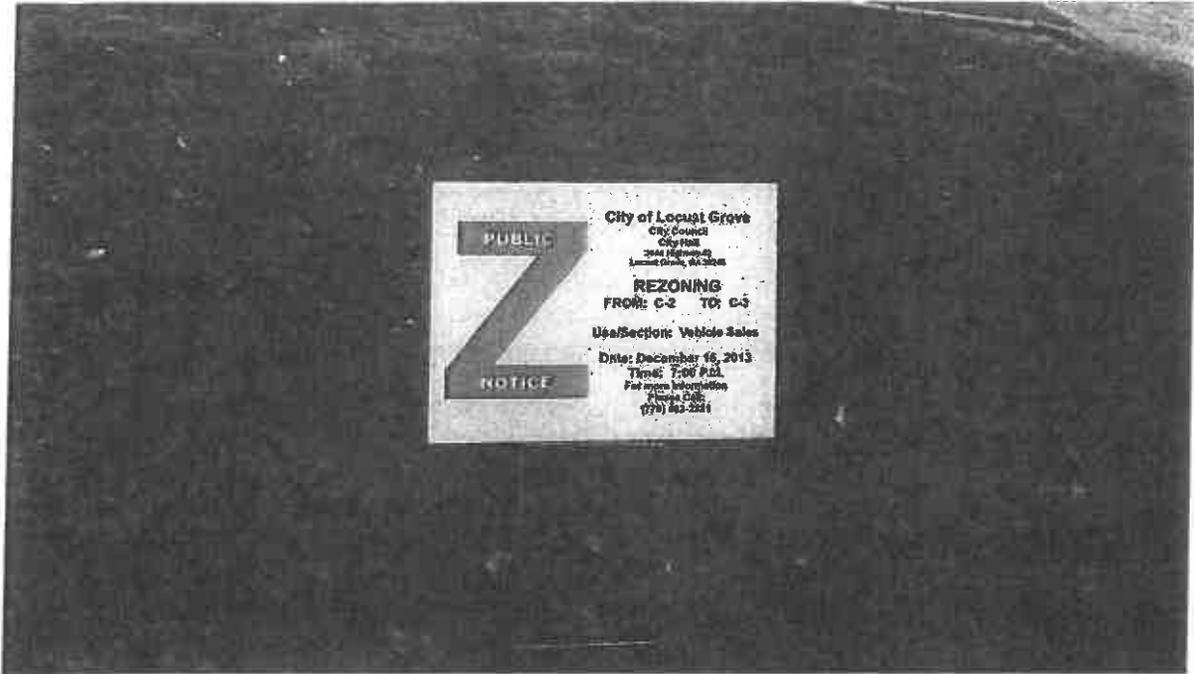


*[Handwritten signature]*  
\_\_\_\_\_  
Affiant

Sworn and subscribed before me  
this 27<sup>th</sup> day of November, 2013.

*[Handwritten signature]* (seal)  
Notary Public

Attachment "A"



**PUBLIC**

**NOTICE**

**City of Locust Grove**

City Council  
City Hall  
3644 Highway 42  
Locust Grove, GA 30248

**REZONING**

**FROM: C-2 TO: C-3**

**Use/Section: Vehicle Sales**

**Date: December 16, 2013**

**Time: 7:00 P.M.**

For more information  
Please call:  
**(770) 692-2824**

## EXHIBIT D

### CONDITIONS OF ZONING MAP AMENDMENT

Conditions: The Mayor and City Council grant this rezoning request subject to the following conditions:

1. The existing asphalt parking lot shall be restriped, using appropriate asphalt paint and/or traffic paint, to visually indicate each parking stall. Each parking stall shall be 8.5' wide by 20' deep unless otherwise approved by the Community Development Department and shall not impede vehicular traffic flow.
2. All vehicles shall be parked in a marked parking stall.
3. The applicant will apply for and receive all necessary state and local licenses associated with used automobile sales.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE CITY OF LOCUST GROVE ("CITY") TO AUTHORIZE THE CITY MANAGER TO SEEK PROPOSALS FROM QUALIFIED APPLICANTS FOR SOLID WASTE COLLECTION AND DISPOSAL; AUTHORIZING MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the City is authorized pursuant to Charter Section 1.12 to enter into contracts and agreements with other governments and entities and with persons, firms, and corporations; and

WHEREAS, the City finds it necessary to retain a qualified firm for solid waste collection and disposal; and

WHEREAS the City desires to have the City Manager release a Request for Proposal (RFP) as evidenced in Exhibit "A" for advertising to seek the qualified firms for final selection by the Mayor and Council; and

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

1. **Authorization.** The Council does hereby authorize the City Manager to release a RFP document as attached hereto and incorporated herein as Exhibit "A" for advertisement and for the Council to select qualified firms for solid waste collection and disposal.
2. **Approval of Execution.** The Mayor is further authorized and directed to execute all necessary documentation to effectuate this resolution.
3. **Documents.** The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this resolution, subject to approval as to form by the City Attorney.
4. **Compliance.** The RFP will reference that firms chosen for final selection shall ensure that its performance for the City complies with House Bill 87 enacted in 2011 by the Georgia General Assembly.
5. **Severability.** To the extent any portion of this resolution is declared to be invalid unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
6. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this resolution.

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

RESOLUTION adopted this 16<sup>th</sup> day of December, 2013.

**THE CITY OF LOCUST GROVE, GEORGIA**

**BY:** \_\_\_\_\_  
Robert Price, Mayor

**Attest:**

\_\_\_\_\_  
Theresa Breedlove, City Clerk

[SEAL]

**EXHIBIT "A"**  
**RFP TO BE ADVERTISED FOR SELECTION**  
**OF QUALIFIED SOLID WASTE COLLECTION AND DISPOSAL FIRMS**

Request for Proposals  
RFP Item #COLG13-540-01

Residential / Light Commercial Solid Waste Collection Services  
For  
The City of Locust Grove

RFP Due: Tuesday, January 14, 2014 @ 2:00 P.M.  
Mandatory Pre-Proposal Conference: Thursday, January 9, 2014 @ 2:00 P.M.  
Question Deadline: Friday, January 10, 2014 @ 4:00 P.M.

Sealed proposals for the curbside collection of municipal solid waste for the City of Locust Grove ("City") will be received at the Office of the City Manager, located at 3644 Highway 42, Locust Grove, Georgia, 30248 until 2:00 P.M., Tuesday, January 14, 2014 at which time, proposals will be opened and publicly read.

The City of Locust Grove reserves the right to accept or reject all proposals and to waive technicalities and informalities, change the Scope of Work, and amend the Request for Qualifications as it desires. The City reserves the right to negotiate with any Consultant and to select the Consultant that best meets the City's needs. The City of Locust Grove is an Equal Opportunity Employer. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, the City of Locust Grove does not discriminate on the basis of handicapped status in the administration of the operation of its selection process. Finally, all aspects of the HB 87 Georgia Immigration Act must be met by the selected consultant, including any and all subcontractors and agents as covered under the Law.

Instructions for preparation and submission of the proposal are contained in the attached packet. Any changes to the conditions and specifications for this RFP must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. Any proposal submitted which does not acknowledge the receipt of an addendum will not be considered.

Should you have any questions concerning the proposal documents, or need additional information, you may contact Tim Young at (770) 957-5043 or by email at [tyoung@locustgrove-ga.gov](mailto:tyoung@locustgrove-ga.gov).

Mailing Address for proposal submission:

*Tim Young – City Manager  
PO Box 900  
3644 Highway 42  
Locust Grove, GA 30248*

*RFP Response - RFP COLG13-540-01  
Residential / Light Commercial Solid Waste Collection Services*

## **TABLE OF CONTENTS**

### **SECTION 1 – SUBMISSION INSTRUCTIONS**

- 1.1. Standards for Acceptance of Proposal
- 1.2. Proposal Opening
- 1.3. Award of Contract
- 1.4. Contract Negotiation
- 1.5. Notice to Proceed
- 1.6. Qualified Proposer
- 1.7. Minimum Qualifications

### **SECTION 2 – SUBMISSION REQUIREMENTS**

- 2.1. How to Prepare Proposals
- 2.2. Forms Requiring Signature
- 2.3. Bonding Requirements
- 2.4. Indemnification
- 2.5. Insurance Requirements

### **SECTION 3 – GENERAL CONDITIONS**

- 3.1. Exclusivity
- 3.2. Contract Term
- 3.3. Rate Adjustments
- 3.4. Compliance with Laws
- 3.5. Holidays
- 3.6. Force Majeure

### **SECTION 4 – SCOPE OF SERVICES**

- 4.1. Residential Curbside Garbage Collection
- 4.2. Residential Curbside Bulk Collection
- 4.3. Commercial Front-Load Service
- 4.4. Commercial Cart Service
- 4.5. Disposal Requirements
- 4.6. Routing & Software Requirements
- 4.7. Personnel
- 4.8. Communications & Reporting
- 4.9. Billing & Payments

### **SECTION 5 – SUBMISSION FORMS**

- 5.1. Proposal Pricing Form
- 5.2. Non-Collusion Affidavit
- 5.3. Employment Eligibility Form

## SECTION 1 – SUBMISSION INSTRUCTIONS

**Purpose:** The purpose of this document is to provide information to Proposers' for submitting a proposal to supply the City with the services contained within.

- 1.1. **Standards for Acceptance of Proposal:** The City reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejections or waiver is in the best interest of the City.
- 1.2. Each proposal shall be made on the attached Bid Form, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated
- 1.3. **Proposal Opening:** Sealed Proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the RFP. The amount of each proposal and such other relevant information as the City's Designated Contact deems appropriate, together with the name of each Proposer/vendor shall be recorded.
  - A. Provided that the proposal is delivered to the City's Designated Contact at the time, place, and under the conditions contained in the RFP, the proposals shall be conditionally accepted without alteration or correction pending evaluation. By submission of their proposal, Proposers' warrant that their proposed pricing, terms and conditions will be firm for acceptance for a period of sixty (60) days from opening date.
- 1.4. **Award of Contract:** The contract, if awarded, will be awarded to the most responsive and responsible Proposer who demonstrates the greatest value and benefit to City. Criteria will be based not solely on price alone, but shall weigh heavily into the consideration in providing the basic value. Additional criteria will be on the financial strength of the organization, reputation from cities of similar or larger size, and the proposed service elements in the proposal.
- 1.5. **Contract Negotiation:** Upon receiving the notification for award from City, the City shall submit a final contract for negotiation/execution.
- 1.6. **Notice to Proceed:** The successful Proposer shall not commence work under this invitation to proposal until duly notified by receipt of contract signed as executed by the Mayor as authorized by the City Council and any attestation by the City Clerk or their designee.
- 1.7. **Qualified Proposer:** A "Qualified Proposer" is defined for this purpose as one who meets all requirements for licensing, insurance and service contained within these specifications including attendance of the MANDATORY PRE-PROPOSAL CONFERENCE.
- 1.8. **Minimum Qualifications:** Each Proposer shall have no less than five (5) years of residential curbside solid waste collection experience in the State of Georgia. They must provide references for at least three (3) cities, with which they are currently providing service for. The referenced cities must hold a population that is comparable to, or larger than, the population of Locust Grove, Georgia. Each city customer must respond favorably to the reference inquiry with no history of unresolved service issues or concerns.

## SECTION 2 – SUBMISSION REQUIREMENTS

**Purpose:** The purpose of this document is to provide information to Proposers' for submitting a proposal to supply the City with the services contained within.

### 2.1. How to Prepare Proposals:

All proposals shall be:

- A. Prepared on the forms enclosed, along with written explanations where applicable.
- B. Typewritten or completed with pen and ink and signed by the Proposers' authorized representative. Each proposal constitutes an offer and may not be withdrawn except as provided herein.
- C. Completed in their entirety containing all information required by the RFP.
- D. Submitted in a sealed package, plainly marked with "Proposal Response – RFP COLG13-540-01" and the title "Curbside Solid Waste Collection Services" along with the name and address of the Proposer.
- E. Mailed or delivered in sufficient time to ensure receipt by the City's Designated Contact on or before the date and time specified. RFPs not received by the time and date specified will not be opened.
- F. Contained and organized in a three ring binder that shows the name of the Proposer and the title of the RFP on the front cover. The contents of the proposal shall be identified with eight (8) tabbed sections, as follows:

#### 1. *Proposal Forms*

This section should include the Proposal Pricing Form, Non-Collusion Affidavit, and the Employment Eligibility Form.

#### 2. *Company Information*

This section should contain the name, address, history and current description of Proposer. All contact and facility information associated with the delivery of service for this contract should be included. (Not to exceed 8 single sided or 4 double sided pages)

Submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.

#### 3. *Financial Information*

This section should contain a copy of the Proposers' Business License, Tax ID Form W-9, Proof of Insurance and evidence of bond ability.

#### 4. *Experience & References*

This section should contain a description of curbside solid waste collection experience in the State of Georgia. Include at least three (3) references for city contracts with the same or a greater population than (Locust Grove, Georgia). Each reference must include the number of homes served and a summary of the type and frequency of service.

#### 5. *Service Proposal*

This section should describe the Proposers' approach to each of the required services including the, type of equipment to be used, routing strategy, intended disposal site, customer service plan, implementation plan, and any operational standards related to

hiring, training, and safety. This should also include details of the proposed method of electronic reporting and communications as well as adjustments to service on holidays.

6. *Promotion & Education*

This section should include a description of the Proposers' commitment to promoting, educating and informing residents of program information and any changes in service. Samples of materials used in other Georgia cities should be included.

7. *Additional Services*

This section should include a description of any additional services offered to the City by the Proposer, and, at the minimum, include: Bulk Pickup program and schedule, recycling center provisions for containers and requirements, solid waste collection for city facilities, and any other item Proposer wishes to be given additional consideration.

8. *Alternate Proposals & Exceptions*

This section should contain a list of items from the standard service requirements that the Proposer is not capable of, or willing to, deliver. This section may also include alternative approaches to the management and service delivery of the City's solid waste program. Pricing for alternative proposals must also be included in this section.

9. *Miscellaneous*

This section should contain any additional information that the Proposer would like to present.

2.2. **Forms Requiring Signature:** The following forms shall be included in the proposal submission and must be signed by an authorized representative of the Proposer.

- A. **Proposal Pricing Form:** By signing and submitting this proposal form, Proposer acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications of this RFP.
- B. **Non-Collusion Affidavit:** By signing and submitting this affidavit, Proposer declares that its agents, officers or employees have not directly, or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
- C. **Immigration Compliance Requirements:**
  - 1. **E-Verify Requirements:** Contractor hereby verifies that it has, prior to executing this Agreement, executed an E-Verify Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit C, and submitted such affidavit to the City of Locust Grove in person, electronically, or by mail.
  - 2. **SAVE Requirements:** Pursuant to O.C.G.A. § 50-36-1, the City of Locust Grove must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Contractor's legal status in the country each time that Contractor obtains a public benefit, including any contract, from the City of Locust Grove. Contractor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is

attached hereto as Exhibit D, and submitted such affidavit to the City of Locust Grove in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document evidencing the Contractor's legal status to the City of Locust Grove either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1). Employment Eligibility Verification: The Georgia Security and Immigration Act of 2006, as of July 1, 2009, requires all contracts with City of Locust Groves to be accompanied by a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. Proposers' must execute and submit a Contractor Affidavit. If Sub-Contractors are engaged, they are required to execute the Sub-Contractor Affidavit. These affidavits are attached.

**2.3. Bonding Requirements:**

**A. None**

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

**2.5. General Insurance, Workers' Compensation:**

**A. Requirements:** The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or the

materials used by the **Contractor**, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the **City of Locust Grove's** Attorney as to form and content.

**B. Minimum Limits of Insurance:** Contractor shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.
2. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.
3. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$5,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

**C. Self-Insured Retentions:** Any self-insured retentions must be declared to an approved by the **City of Locust Grove** so that the **City of Locust Grove** may ensure the Financial solvency of the **Contractor**; self-insured retentions should be included on the certificate of insurance.

**D. Other Insurance Provisions:** The policy is to contain, or be modified or endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage Requirements:**

- a) The **City of Locust Grove** and **City of Locust Grove Parties** are to be covered as and named as additional insured's as respects: liability arising out of activities performed by or on behalf of the **Contractor**; materials used in providing the services the subject of the **Agreement**; products and completed operations of the **Contractor**; premises owned, leased, or used by the **Contractor**; and automobiles owned, leased, hired, or borrowed by the **Contractor**. The coverage shall contain no special limitations on the

scope of protection afforded to the **City of Locust Grove** or **City of Locust Grove Parties**.

- b) The **Contractor's** insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the **City of Locust Grove** or **City of Locust Grove Parties**. Any insurance or self-insurance maintained by the **City of Locust Grove** or **City of Locust Grove Parties** shall be in excess of the **Contractor's** insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **City of Locust Grove** and **City of Locust Grove Parties**.
- d) Coverage shall state that the **Contractor's** insurance shall apply separately to each insured against whom claim is made or suit is brought.
- e) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- f) The insurer shall waive all rights of subrogation against the **City of Locust Grove** and **City of Locust Grove Parties** for the losses arising from work performed by the **Contractor** for the **City of Locust Grove**.
- g) All endorsements to policies shall be executed by an authorized representative of the insurer.

2. **Workers' Compensation Coverage:** The insurer providing Workers' Compensation Coverage will waive all rights of subrogation against the **City of Locust Grove** and **City of Locust Grove Parties** for losses arising from work performed by the **Contractor** for the **City of Locust Grove**.

3. **All Coverages.**

- a) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the **City of Locust Grove**. Such prior written notice shall be sent directly to: [City of Locust Grove, Attention: Theresa Breedlove, City Clerk, PO Box 900, Locust Grove, GA 30248].
- b) Policies shall have concurrent starting and ending dates.

4. **Acceptability of Insurers:** Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-:VII.

5. **Verification of Coverage:** **Contractor** shall furnish the **City of Locust Grove** with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by **Contractor's** insurer in its normal course of business and shall be received and approved by the **City of Locust Grove** prior to execution of this **Agreement** by the **City of Locust Grove**. The **City of Locust Grove** reserves the right to require complete, certified copies of all

required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

6. **Claims-Made Policies:** Contractor shall extend any claims-made insurance policy for no less than six (6) years after termination or final payment under the Agreement, whichever is later.

### SECTION 3 - GENERAL CONDITIONS

- 3.1. The successful Proposer will conform to all Federal, State, and Local laws and ordinances regarding solid waste, yard waste, and recyclables collections services.
- 3.2. **Exclusivity:** The successful Proposer will receive the exclusive right to all solid waste collection services performed within the city limits including, residential curbside, and light commercial 95-gallon cart pickup. Materials included in this exclusivity are municipal solid waste, recyclables, bulky waste, yard waste, and construction debris as all have been defined in the Georgia Comprehensive Solid Waste Management Act of 1990.
- 3.3. **Independent Contractor:** Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City of Locust Grove. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the City of Locust Grove the right to direct Contractors to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City of Locust Grove with regard to the results of such services only.
- 3.4. **Contract Term:** The contracted term of service will begin on March 1, 2014 annually for a period of up to three (3) years ending on February 28, 2017.
- 3.5. **Performance Bonds:** None
- 3.6. **Prosecution of Work:** The Contractor will begin work upon receipt and acknowledgement of the "Notice to Proceed" as disseminated by the City, within ten (10) working days of said notice. The Contractor will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.
- 3.7. **Coordination of Work:** Within ten (10) working days following "Notice to Proceed" (NTP), the contractor will provide a projected collections schedule, reflecting the list of addresses provided to the Contractor by the City.
- 3.8. **Definitions:**

- A. Residential Dwelling Unit** – any single home, two-family unit, four-family unit, all condominiums up to four units per building, and all apartment complexes up to four units per building.
- B. Curb Collection** – The Contractor shall provide solid waste collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Locust Grove. There shall be once a week collection of solid waste from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings.
- C. Backyard Collection (For customers over 65, disabled, or infirm)** – Shall be defined that the Contractor shall collect solid waste at the Residential Dwelling Unit, but are not located within garages; or upon decks; or within a fenced area that is not easily accessible to the garbage collectors. The Contractor, at no additional cost, shall make available to customers that are disabled, over 65 years of age, or infirm, a backyard collection as described herein. Qualification under this section shall be based on the customer providing the City with a letter from a physician, licensed in the State of Georgia, and the City verifying the customer is disabled, over 65 years of age, or infirm.
- D. Solid Waste** – All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.
- E. Recyclables:** means those items defined below that are accepted at the Solid Waste Facility adjacent to Public Works on Mose Brown Drive without need for sorting. Items meeting the definition for recyclables include:
1. Containers:
    - a) Glass bottles and jars - (clear, brown, green) does not include window glass, dinnerware or ceramics
    - b) Aluminum and metal food cans
    - c) Aluminum trays and foil
    - d) Aseptic packaging and gable top containers (milk and juice cartons)
    - e) Steel cans and tins
  2. Plastics:
    - a) PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
    - b) HDPE detergent and fabric softener containers (#2 colored plastic resin)
    - c) PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
    - d) LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)

- e) PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- f) #7 plastic resin grocery - narrow neck containers only

3. Paper:

- a) Newspaper, including inserts (remove plastic sleeve)
- b) Magazines, catalogues and telephone books
- c) Kraft (brown paper) bags
- d) Office, computer, notebook and gift wrap paper
- e) Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- f) Carrier stock (soda and beer can carrying cases)
- g) Junk mail and envelopes
- h) Paperback books (does not include hard cover books)
- i) Cardboard (no waxed cardboard)

- F. **Large Household (White Goods)** – means those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

3.9. **Rate Adjustments:**

- A. **CPI:** Rates shall increase automatically on each anniversary date by the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers – U.S. City Average – Garbage and Trash Collection.
- B. **Adjustable Fuel Surcharges:** The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly.
- C. **Unforeseen Increases:** In the event that the Contractors' operational costs are increased due, to changes in governmental regulations or disposal fees, the Contractor may submit a request for an increase including a cost analysis that demonstrates a proof of need. All such rate adjustment requests shall not be unreasonably withheld.

3.10. **Licenses, Permits, Etc.:** The Contractor covenants and declare that it as well as its employees, agents and subcontractors (inclusive of subcontractor's employees and agents) have obtained and possess all diplomas, certificates, licenses, permits or the like required of the Contactor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

3.11. **Exception or Waivers:** No failure by the City of Locust Grove to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no

custom or practice of the City of Locust Grove at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City of Locust Grove's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.

- 3.12. **Holiday Schedule:** No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The Contractor shall provide to the City a list of the Contractor's recognized holidays.
- 3.13. **Assignability:** The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the City.
- 3.14. **Complaint Resolution:** Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then a credit of Ten Dollars per missed service shall be credited on the next bill.
- 3.15. **Force Majeure:** Contractor shall not be liable for failure to perform for reasons beyond its control which may include, but are not limited to, acts of the government, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, unusually severe weather or other Acts of God.
- 3.16. **Emergency Failure to Perform:** In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the Customer Services Office of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department or the police provider for the City. The Contractor shall follow the instructions of the City to insure the public health, safety and welfare of the City.
- 3.17. **Damages:** The Contractor shall be responsible for all damage or injuries to property of any character, resulting from any act, omission, negligence, or misconduct in the prosecution of the Work or resulting from the materials used. When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Contractor shall either restore at his own expense such property to a condition similar, or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property, and to the Owner's Representative.
- 3.18. **Liquidated Damages:** The Contractor shall pay as liquidated damages in the amount of Five Hundred Dollars per day for failure to comply with the provisions of the contract for service.
- 3.19. **Failure to Perform:** In addition to the provisions of the Performance Bond, if the Contractor fails to service the city on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the City, or caused by an act of God.
- 3.20. **Dispute Resolution and Attorneys' Fees and Costs:** Any dispute between Owner and Contractor and/or any subcontractor, if possible, should be resolved between the parties without resorting to litigation. In the event of litigation the parties agree and consent to venue in the Superior Court of Paulding County, Georgia. The parties agree that in the event of litigation concerning the terms, enforcement, or performance of the Agreement, the successful party shall be entitled to recover its costs, including a reasonable attorneys' fee.

## SECTION 4 – SCOPE OF SERVICES

The City requires residential curbside solid waste & recyclables collection services for approximately 1,100 homes contained within its city limits. The Contractor will also be required to provide all commercial front-load and roll-off services to businesses that require service. The equipment to be used, materials to be collected, service frequencies and all other requirements are listed below.

- 4.1. **Residential Curbside & Backyard Garbage Collection:** Contractor will be required to provide New 95+ gallon cart for each occupied home to be serviced on a weekly basis.
  - A. **Cart Contents:** Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 may be placed in the container for collection.
  - B. **Cart Placement:** Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.
  - C. **Cart Overflow:** Contractor is only required to remove materials contained inside the cart. Residents requiring additional service on a one-time basis will do so by requesting an extra service no less than 24 hours prior to their scheduled day of collection. Residents must purchase an additional cart service for a more permanent solution.
- 4.2. **Residential Curbside Bulk Collection:** Contractor will be required to collect oversized items from each resident requiring the service on a (minimum) of a monthly basis.
  - A. **Acceptable Items:** Items to be collected are defined as oversized items that will not fit in the New 95 gallon cart or any item that exceeds 50 lbs. This would include, but not be limited to, furniture, appliances, grills, etc. All appliances containing Freon must show proof of Freon removal by a certified technician.
  - B. **Scheduling Requirement:** Contractor will provide bulk services on no less than one day each month. The service should be extended throughout the city, so there is NO scheduling required of this additional service.
- 4.3. **Christmas Tree Disposal:** The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.
- 4.4. **Commercial Cart Services:** Commercial cart service is available to professional offices and small retail (particularly in the downtown historic area) using a 95 gallon cart similar to residential pickup. Carts shall be serviced up to 2 times each week.
- 4.5. **Disposal Requirements:** All waste collected from the city shall be delivered to a solid waste disposal site in Contractors' discretion, which facility that has been permitted in accordance with applicable laws, rules, and regulations for the disposal of solid waste. The proposer shall provide evidence reasonably satisfactory to the City that the proposer, if awarded the Contract, will have the right to use a valid Disposal Site(s) under and for the duration of the Contract.
- 4.6. **Collection Vehicles:** Contractor is to furnish the necessary vehicles for the collection of solid waste and yard waste. The vehicles must not leak and must be provided with tops or coverings to guard

against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.

- 4.7. **Customer Service Standards:** All complaints received by the Contractor or City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports for the prior month.
- 4.8. **Customer Service Center:** The Contractor will operate and maintain a Customer Service Center with the following minimum standards:
  - A. Open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative;
  - B. During all other times, calls to the Customer Service Center will be received by an answering service or machine;
  - C. The Contractor should implement procedures approved by the City whereby complaints can be received via fax, e-mail, and web site.
- 4.9. **Routing and Software Requirements:** Contractor shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City's carbon footprint. Prior to service implementation, Contractor must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the City to display on website.
- 4.10. **Collection Routes:** The Contractor shall further establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor's collection schedule and collection routes shall be filed with the Community Services Office of the City. Additionally, all routes shall be ran on the
- 4.11. **Collection Route Schedule:** The Contractor shall establish with the City a Schedule addressing the days of the week each Collection shall be executed. This schedule will not vary, or change without the written permission of the City Manager, or their designee, except in situations as allowed in other passages of these specifications (i.e., Holiday Schedule).
- 4.12. No collection shall be made before 6:00 a.m. or after 6:00 p.m., except by express authorization of the City Manager or their designee. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.
- 4.13. **Personnel:** All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program.
  - A. The Sanitation Services Company shall ensure the following, regarding personnel:
    1. The Contractor's personnel must be in a company uniform (shirt, at least), to be defined by the Contractor in the bid submittal, and must be recognizable as representative of the Contractor's company. The uniform must be maintained, clean, and in good repair.

2. The Contractor's personnel must maintain a clean appearance.
3. The Contractor must maintain a courteous demeanor when dealing with the residents and businesses of the City of Locust Grove.
4. At no time will the Contractor or its personnel search through the garbage that is collected in the City.

**4.14. Cleanliness:** In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the City and need to dispose their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.

**4.15. City Owned Facilities:** The Contractor will be required to provide solid waste and recyclable collection services to the following City owned facilities at no additional cost to the City. These collections will be considered incidental to the contract. This service will include the providing the following types of containers one 2-cubic yard, or larger, container at each of the following locations:

- A. 3644 Highway 42, Locust Grove, GA 30248 (one 2-cubic yard, or larger)
- B. 1118 Locust Road, Locust Grove, GA 30248 (Wastewater Plant - one 2-cubic yard, or larger)
- C. 79 Frances Ward Drive, Locust Grove, GA 30248 (Police Department – commercial 95 gallon carts)

Said trash containers will be emptied once per week, or as requested by the City. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service at a mutually agreeable price. Additional locations may be added as needed by the City.

**Roll-off Facilities:** The Following facilities need the following large (roll-off) containers that shall be provided at rate to be negotiated during the RFP selection and contracting process:

- A. 1118 Locust Road, Locust Grove, GA 30248 (Wastewater Plant - one (1) 30-cubic yard roll off)
- B. 100 Mose Brown Drive, Locust Grove, GA 30248 (Public Works Facility – two (2) 30-cubic yard roll off with compactor)

**1.2. Communications & Reporting:** Contractor shall provide an internet/email based system for the communication of all service requests from the City's customer service representatives to the Contractor. All requests shall be tracked, recorded and reported monthly showing the date, type, and resolution of each request.

- 1.3. **Volume Report:** Prior to the fifteenth of the following month, the Contractor shall complete the trash/recycling/yard waste monthly volume report. In addition, the Contractor shall make recommendations as to how they can increase the tonnage of recyclable material. No payment shall be sent to the Contractor where the City pays the bill unless the volume is current.
- 1.4. **Publicity:** The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Contractor's office where questions or complaints can be handled. Such publicity shall be approved by the Operations Manager of the City prior to distribution publication. The Contractor must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the City.
- 1.5. **Billing & Payments:** The City will be responsible for billing each resident. The Contractor will invoice the City on a monthly basis. All invoices will be paid net 30.
- 1.6. **Dispute Resolution:** Any dispute between Owner and Contractor, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of Paulding County.

## SECTION 5 – SUBMISSION FORMS

- 5.1. The following forms must be included with each Proposers submission.
  - A. Proposal Pricing Form
  - B. Non-Collusion Affidavit
  - C. Employment Eligibility Form

**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_ ) County of \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, depose and say that; he/she is \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid; Such bid is genuine and is not a collusive or sham bid; Neither said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, corporation, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, and/or conference with any other bidder, corporation, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Locust Grove or any other person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Bidder: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

As per the Georgia Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of O.C.G.A. §13-10-91 and Chapter 300-10-1-.01 through 300-10-1-.09 state that no Georgia Public Employer shall enter into a contract for the physical performance of services within the State of Georgia unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the City of Locust Grove has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the City of Locust Grove, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the City of Locust Grove at the time the Sub-Contractor(s) is retained to perform such services.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Locust Grove, Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Locust Grove, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Locust Grove, Georgia, at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Name) .

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## RESOLUTION \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A TEMPORARY RIGHT OF ENTRY AND MAINTENANCE AGREEMENT FOR THE ATLANTA CAMPAIGN & MARCH TO THE SEA HERITAGE TRAIL ON BEHALF OF THE CITY OF LOCUST GROVE; TO AUTHORIZE THE CITY CLERK TO ATTEST ANY AND ALL DOCUMENTS AS NECESSARY; TO AUTHORIZE THE CITY MANAGER TO SUBMIT ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL INCONSISTENT PROVISIONS; AND FOR OTHER PURPOSES.

### WITNESSETH:

WHEREAS, the Whitfield County Board of Commissioners (hereinafter "Sponsor") is the sponsor of a Georgia Department of Transportation ("GDOT") Project Number 0002377 as part of Georgia's Civil War Heritage Trails (hereinafter "Project"); and

WHEREAS, the City of Locust Grove wishes to be allow temporary right of access and maintenance for proposed civil war markers as attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, part of the project milestones is to obtain signed access for the necessary placement and maintenance of the markers.

### NOW THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LOCUST GROVE:

- 1. Statement of Intent and Purpose.** The Mayor and Council of the City of Locust Grove seeks to grant access to the Sponsor of the Project for the erection of the markers, subject to final approval of the interpretive marker once final draft is complete and prior to its manufacture and erection on the municipal grounds..
- 2. Authorization.** The City Council authorize the Mayor to sign and execute any document to facilitate the project. The City Clerk is authorized to attest to any signatures as required to effectuate this project. The City Manager is authorized to submit any and all documents to the Sponsor in order to effectuate this Project. **Statement of Intent and Purpose shall be attached to all documents.**
- 3. Severability.** To the extent any portion of this Resolution be declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of the Resolution.
- 4. Repeal of Conflicting Provisions.** All City Resolutions are hereby repealed to the extent that they are inconsistent with this Resolution.
- 5. Effective Date.** The Resolution shall take effect immediately.

THIS RESOLUTION adopted this 16<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
ROBERT PRICE, Mayor

\_\_\_\_\_  
THERESA BREEDLOVE, City Clerk

(seal)

**EXHIBIT A**

**PROJECT # 0002377 DESCRIPTION, TEMPORARY RIGHT OF ENTRY AND  
MAINTENANCE AGREEMENT AND MAP OF PROPOSED PROJECT  
INCLUDING SUPPORTING MATERIAL**



# Whitfield County

Board of Commissioners

## Board Members

Mike Babb, Chairman  
Harold Brooker  
Lynn Laughter  
Robby Staten  
Gordon Morehouse

September 25, 2013

City of Locust Grove  
Mayor Robert Price  
P O Box 900  
Locust Grove GA 30248

Re: Atlanta Campaign & March to the Sea Heritage Trails, GDOT P.I. # 0002377

Dear Mayor Price,

Whitfield County, Georgia, as sponsor of the above named transportation enhancement project, working in conjunction with the Georgia Department of Transportation and Georgia Civil War Heritage Trails, Inc. ([www.CivilWarHeritageTrails.org](http://www.CivilWarHeritageTrails.org)), is requesting permission for a temporary Right of Entry to the City of Locust Grove property at SR 42/US 23 for the purpose of installing and maintaining historical signage related to this project, and for public access in order to view said signage. A copy of the proposed site plan improvements is enclosed and marked Exhibit A.

If you are in agreement with our request for Right of Entry, please sign, have notarized and return to our address the enclosed Right of Entry form. Should you have any questions, please contact me at 706-876-2533 (work) or 706-463-0524 (cell) or by email at [jgarland@whitfieldcountyga.com](mailto:jgarland@whitfieldcountyga.com). Thank you very much for your consideration, and we hope to be working with you soon on this very important project.

Sincerely,

A handwritten signature in blue ink that reads "Jean Price-Garland".

Jean Price-Garland

**Whitfield County  
Owner's Receipt of Plans & Explanation  
Acknowledgement**

DATE: \_\_\_\_\_

PROJECT NO.: STP-0002-00(377)

COUNTY: HENRY

P.I. NUMBER: 0002377

PARCEL NO.: 56

OWNER(S): CITY OF LOCUST GROVE

I have this date received the following full-sized and/or half sized (to scale):

Right of Way plans, dated 9/24/2013, last revised N/A, 20 \_\_\_\_\_;

Roadway cross-section plans dated N/A, 20 \_\_\_\_\_;  
(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

Driveway profiles (if applicable) dated N/A, 20 \_\_\_\_\_;  
(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

Also, I acknowledge that the Right of Way Specialist OR Right of Way Consultant JEAN PRICE GARLAND representing Whitfield County has explained the above stated plans to me (us) and the effects of the proposed project on my (our) property as of this date.

Owner's Name \_\_\_\_\_ Signature \_\_\_\_\_  
(Print Name)

Owner's Name \_\_\_\_\_ Signature \_\_\_\_\_  
(Print Name)

Negotiator's Name JEAN PRICE GARLAND Signature Jean Price Garland  
(Print Name)

WHITFIELD COUNTY

TEMPORARY RIGHT OF ENTRY AND MAINTENANCE AGREEMENT

STATE OF GEORGIA  
HENRY COUNTY

WE THE UNDERSIGNED, CITY OF LOCUST GROVE (Grantor),  
in order to expedite the improvements of Georgia Department of Transportation Project  
Number STP-0002-00(377), P.I. No. 0002377, also known as Georgia Civil War Heritage Trails,  
do hereby grant to Whitfield County, Georgia (Grantee) its contractors and assigns, the right to enter,  
construct and maintain the marker, signage and/or parking described within Parcel No. 56 and  
reflected on the map and drawing hereto attached, for the purpose of completing the improvements of  
said Project. This Right of Entry includes the use by the public for ingress, egress and access to view  
said historical signage. This Right of Entry becomes effective at the beginning of construction of the  
above numbered Project and will expire 20 years from the completion of the construction of the  
above-referenced Project.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

GRANTOR

\_\_\_\_\_  
(L.S.)

Signed, sealed & delivered in my  
presence this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

Parcel No. 56

LOCAL GOVERNMENT:

AVAILABILITY OF INCIDENTAL PAYMENTS: CLAIM FORM

P.I. # 0002377 PROJECT NO.: STP-0002-00(377) COUNTY: HENRY

NAME: CITY OF LOCUST GROVE PHONE#: 770 957 5043

DATE: 9/25/2013 SOCIAL SECURITY# OR FEI#

PROPERTY ADDRESS: SR 42 / US 23

MAILING ADDRESS: P O Box 900 LOCUST GROVE GA 30248

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Local Government's purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be your responsibility to provide to the Local Government copies of your paid receipts(s) as described in Property Tax payments section below.

1. Property Tax Payments are handled as follows:

- A. For Total Acquisition of your property, a deduction for your pro-rata share of the taxes will be withheld at closing. Upon Receipt of your property tax bill for the current year, you should immediately forward the property tax bill to the Local Government's Designated Representative with this letter for payment (see address immediately below).
B. For Partial Acquisition of your property, the Local Government will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Local Government upon receiving a copy of your paid tax bill receipt. Paid property tax receipts(s) must be mailed with this letter to :

Jean Price-Garland
Whitfield County Government
P O Box 248
Dalton GA 30722-0248

2. Survey Work Reimbursements are handled as follows:

You may also be eligible for reimbursement for reasonable survey fees to re-establish existing property corner pins that were removed as a result of construction of the project. Your assigned Local Government Representative for survey incidental benefits is: Jean Price-Garland at Phone: 706-876-2533.

- (1) Contact your Local Government Representative before proceeding with survey; send estimate and obtain pre-approval.
(2) Your Local Government Representative will need this completed claim form, survey estimate, and paid receipt in order to process your claim.

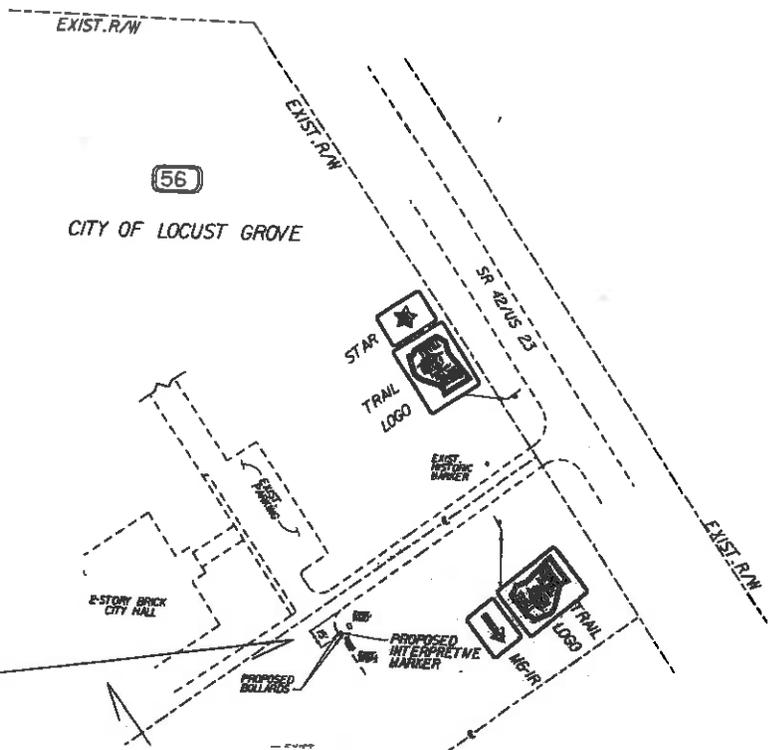
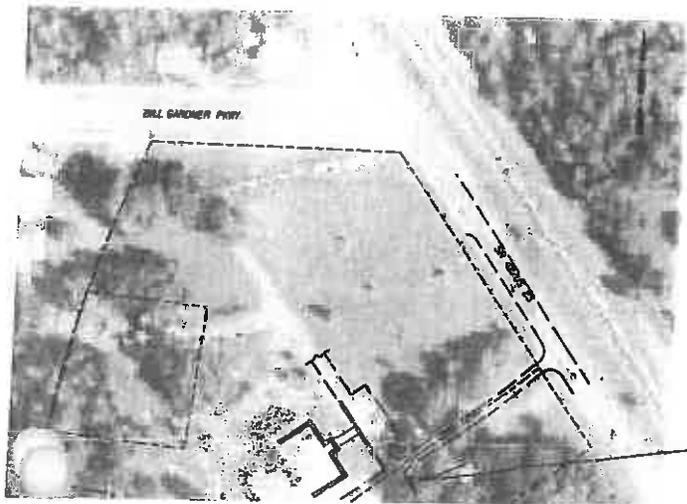
Survey Pre-Approval: For Local Government Use Only
Survey Estimate Amt: \$ Date of Estimate: Survey Reimbursement Amt Approved:
Pre-approved Signature (for Reimbursement): , Local Government Representative

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support you claim and you must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed with six (6) months after construction on the project is completed.

Sincerely,
Jean Price-Garland
Local Government Designated Representative

**NOTES:**

1. THE CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION ACTIVITIES AND MARKER INSTALLATION SCHEDULE WITH THE GEORGIA CIVIL WAR HERITAGE TRAILS REPRESENTATIVE PRIOR TO ACTUAL INSTALLATION. THE GCWHY REPRESENTATIVE SHALL BE PRESENT AT ALL MARKER INSTALLATIONS.
2. UNLESS OTHERWISE NOTED, ALL WORK REQUIRED TO PREPARE THE AREAS AND MARKER LOCATIONS SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE FOR "GRADING COMPLETE". THIS WORK SHALL BE AS SHOWN ON THE PLANS AND INCLUDE, BUT NOT BE LIMITED TO, CLEARING AND GRUBBING, GRADING AND SITE PREPARATION.



## Tim Young

---

**From:** Jean Garland <jgarland@whitfieldcountyga.com>  
**Sent:** Friday, December 06, 2013 12:47 PM  
**To:** Tim Young  
**Cc:** Steve Longcrier  
**Subject:** RE: PI 0002377 - marker question

Hi Tim,

You will definitely be involved in reviewing the final text/graphics on the marker. It is my understanding the text has been drafted but needs editing to fit the allowable maximum number of words. I will have our historian Steve Longcrier give you a call and discuss this.

Jean Price-Garland | Dalton-Whitfield Zoning  
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**From:** Tim Young [<mailto:TYoung@locustgrove-ga.gov>]  
**Sent:** Friday, December 06, 2013 11:54 AM  
**To:** Jean Garland  
**Subject:** RE: PI 0002377 - marker question

They were happy with the overall concept; however, there was a question I couldn't answer and that was what the particular Marker would be saying at the location here at our city hall campus.

Do you know what the mockup is of that marker? Or is there a way we can have review prior to its placement?

Interesting questions, huh?

Tim



Tim Young, A.I.C.P.  
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**From:** Jean Garland [<mailto:jgarland@whitfieldcountyga.com>]  
**Sent:** Wednesday, November 27, 2013 2:44 PM  
**To:** Tim Young  
**Subject:** RE: PI 0002377 - marker question

Hi Tim,

Attached are some pictures of interpretive markers and trailblazer signs already installed using non-grant funds. I've also included a description of each sign type. The bollard is a cylindrical tube about the same height as the interpretive marker (33 inches). Please let me know if I can provide additional information. I hope you and your family have a wonderful Thanksgiving!

**From:** Tim Young [<mailto:TYoung@locustgrove-ga.gov>]

**Sent:** Wednesday, November 27, 2013 1:57 PM

**To:** Jean Garland

**Subject:** PI 0002377 - marker question

We are hearing the item of the marker at our city hall building (LGI Building) and have Exhibit "A" of the map of the sign; however, there is a statement about bollards and placement of an interpretive marker. Do you guys have a drawing of the marker? It was not included in our packet.

Have a great Thanksgiving.

If you have any questions, please feel free to call me on my mobile number below.

Tim



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Attached is a montage of photos of a few of our already installed "interpretive markers" and "trailblazer" signs. The aluminum framing of our interpretive markers is a popular design used by the U.S. National Park Service (NPS) at thousands of locations in all 50 states. We got the specs directly from NPS, which calls this design their "low profile marker." Each GCWHT interpretive marker is a little more than 3 feet wide, just over 2 feet in depth, and approximately 32 to 33 inches high at its front edge. The graphic panel is tilted forward, making his type of marker readable even for persons in wheelchairs and all school-age children.

Our "trailblazer" signs are approved by GDOT for use on all roadways. Each one is 30 inches tall by 24 inches wide. The "red star" sign informs visitors that they have arrived at the location of an interpretive marker. The interpretive markers are "low profile," meaning they can often be difficult for motorists to spot. We want the history being described on each marker to be the focus of each visitors' attention, not the size, shape or color of the marker itself. Both the "red star" signs and all "blue turn arrow" signs are 15 inches high by 21 inches wide. They're also GDOT approved.



## Tim Young

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**From:** Steve Longcrier <slongcrier@hotmail.com>  
**Sent:** Thursday, December 12, 2013 10:25 AM  
**To:** Tim Young  
**Subject:** RE: Update on the marker for the March to the Sea  
**Attachments:** SHCReviewsHenryLocustGroveSNF.1312.doc

**Importance:** High

Hello Tim,

Yes, I sent the text a few days ago. Perhaps now I should send it as a reply to your e-mail. Please let me know if you receive it.

Per your request, attached is the **INCOMPLETE** content for the interpretive marker at City Hall in Locust Grove. A few facts about Locust Grove and more first person quotations still are to be added while other facts must be documented and perhaps "tightened" in order to keep the final text under 500 words. None of this marker's possible graphics have yet been obtained.

As with all of our markers we will continue working with you and other local supporters between now and its actual installation date (probably next Fall) until everyone is satisfied. Please let me know if you have any questions. Thank you very much!

Sincerely,

Steve Longcrier

Steven W. Longcrier, Founder/Executive Director  
Georgia Civil War Heritage Trails®  
Post Office Box 1864  
Evans, Georgia 30809  
706-868-8403 (Phone & Fax)

Find us on Twitter at "@historycivilwar"

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Find us on Pinterest at "[www.pinterest.com/civilwartrails/](http://www.pinterest.com/civilwartrails/)"

Website: [www.CivilWarHeritageTrails.org](http://www.CivilWarHeritageTrails.org). Sign-up to receive our FREE monthly newsletter!

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Designated by the Governor and General Assembly as "The Official Civil War Era Historic Driving Trails of Georgia"

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m: [TYoung@locustgrove-ga.gov](mailto:TYoung@locustgrove-ga.gov)

To: [slongcrier@hotmail.com](mailto:slongcrier@hotmail.com)

## LOCUST GROVE

### Sherman's Army Advances

Upon leaving McDonough on November 17, 1864, the Federal 15th and 17th Corps, comprising the "Right Wing" of Major General William T. Sherman's army, separated into several components on multiple routes. Two divisions of Major General Francis P. Blair's 17th Corps, those of Major General Joseph A. Mower and Brigadier General Mortimer D. Leggett, marched toward Jackson via the Old Jackson Road. His other division, under Brigadier General Giles A. Smith, proceeded toward Worthville, spending the night of the 17th at that location.

The four divisions of the 15th Corps, commanded by Major General Peter J. Osterhaus, with Brigadier General William B. Hazen's division acting as rear guard, moved in column south from McDonough toward Locust Grove. Once Osterhaus' infantry arrived here, the corps divided. Hazen's and Brigadier General Charles Woods' divisions, Hazen in the lead now, proceeded east and south along the Peeksville Road, camping the evening of the 17th at Liberty Church, six miles southwest of Jackson. Brigadier General John E. Smith's division passed through Jackson and spent the night of the 17th at Flovilla, five southeast of that town. Still guarding the supply wagons, Brigadier General John M. Corse's division marched toward Jackson, arriving there on the 18th.

Sherman's forces did not leave Henry County unscathed. Describing the condition of the country during the Federals march through her county, Eliza Atkins Walker of near Bear Creek Station (present day Hampton) wrote to her Confederate soldier husband: "*It would distress you, I think, just to see plantation after plantation destroyed.*" The troops that passed through her town were Union Brigadier General Judson Kilpatrick's cavalry division, a force of some 5,500 men that had moved down the Macon & Western Railroad on November 15 and 16, destroying the rail facilities and skirmishing heavily at Lovejoy's and Bear Creek Stations.

Kilpatrick's orders had been to protect the right flank of the Right Wing and to conduct a feint against Macon. To that end, he did much skirmishing, including engagements at Lovejoy's and Bear Creek Stations. He camped between the latter and Locust Grove on November 16, then marched south as part of his feint, following the left (east or north) bank of the Towaliga River, still providing flank protection. When he reached the confluence of the Towaliga and Ocmulgee rivers, he turned north to rendezvous with the infantry at Seven Islands or Planter's Ferry on November 19.

397 words, plus titles and captions

Graphics: Area map; officer photos