



CITY COUNCIL MEETING AGENDA

Thursday, April 13, 2023 at 6:30 PM

Council Chambers

1. CALL TO ORDER

- A. Invocation and Pledge to the Flag
- B. Adoption of Agenda
- C. Proclamations - Jamey Towler Family, Child Abuse Prevention & Month of the Military Child

2. CONSENT AGENDA

- [A.](#) Walton County IGA for use of West Walton Park - Independence Celebration
- [B.](#) City of Snellville IGA for use of Mobile Stage
- [C.](#) Wemco Influent Pump Replacement - \$66,432.00
- [D.](#) EPA Lead & Copper Rule (TerraMark Contract) - \$20,000.00
- [E.](#) Pecan Street Water Tank Maintenance Annual Fees - \$15,509.53
- [F.](#) Centrisys Centrifuge Repair - NTE \$85,000.00
- [G.](#) 03-09-2023 Regular Council Meeting Minutes
- H. March Financial Report

3. PLANNING & DEVELOPMENT COMMITTEE REPORT

- A. Updates / Reports

4. FINANCE / HUMAN RESOURCES COMMITTEE REPORT

- A. Updates / Reports

5. PUBLIC SAFETY COMMITTEE REPORT

- A. Updates / Reports

6. PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT

- [A.](#) Cottages Easement Agreement
- [B.](#) Runoff Reduction Infeasibility for Logan Miami Development
- C. Updates / Reports

7. PUBLIC WORKS / FACILITIES COMMITTEE REPORT

- A. Updates / Reports

8. ECONOMIC DEVELOPMENT COMMITTEE REPORT

- A. Updates / Reports

9. CITY MANAGER'S REPORT

- A. Updates / Reports

10. CITY ATTORNEY'S UPDATES / REPORTS

- A. Updates / Reports

11. ADJOURNMENT

*Denotes Non-Budgeted Items subject to Reserve Funds

The Mayor and Council may choose to go into executive session as needed in compliance with Georgia Law.

The City of Loganville reserves the right to make changes to the agenda as necessary. Any additions and/or corrections to the agenda will be posted immediately at City Hall.

STATE OF GEORGIA
WALTON COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF WEST WALTON PARK

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of this ___ 13th day of April by and between WALTON COUNTY, GEORGIA, (the "County") and the CITY OF LOGANVILLE, GEORGIA, (the "City"), both political subdivisions of the state of Georgia, provides as follows:

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the City to contract for a period not to exceed 50 years; and

WHEREAS, the City wishes to hold its Independence Celebration at the West Walton Park on June 24, 2023; and

WHEREAS, the County agrees to let the City hold its Independence Celebration ("the event") at the West Walton Park on June 24, 2023, subject to terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the value and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

ARTICLE 1.

USE OF PROPERTY

1.

The County gives permission to the City to use the West Walton Park for the event on June 24, 2023.

2.

The County gives permission to the City to use the West Walton Park parking lot for launching of fireworks by Pyrotecnico for the event. The County agrees that the City may close the entrance to West Walton Park on Twin Lakes Drive in order to facilitate the launching of fireworks at the event.

3.

The County gives the City permission to set up inflatable(s) on the lower football fields of West Walton Park ("the fields") for the event.

4.

The County gives permission for attendees of the event to set up blankets and chairs on the fields during the event.

5.

The County agrees that the City shall have control of the lights on the fields before, during, and after the event.

6.

The City agrees to clean up any debris from the fireworks and/or trash in the areas used during the event by 2:00 pm on Monday, June 26, 2023.

ARTICLE 2.

COUNTY LOGO

7.

The County logo will be included on all City-produced promotional material for the event.

8.

The City will provide a limited amount of parking passes to the County for the event.

ARTICLE 3.

INSURANCE

9.

The City previously provided to the County proof of insurance held by Pyrotecnico which provides coverage to the parties for Pyrotecnico's launching of fireworks during the event.

10.

The City maintains event insurance which may provide coverage for the event. Proof of this insurance is available upon request.

ARTICLE 4.

GOVERNING LAW

11.

This Intergovernmental Agreement is being made in Georgia and shall be construed and enforced in accordance with the laws of that State.

ARTICLES.

ENTIRE AGREEMENT

12.

This Intergovernmental Agreement constitutes the entire agreement among the parties as to the subject matter hereof and may not be modified, altered or amended except by mutual consent of the parties in writing.

ARTICLE 6.

NOTICES

13.

All notices hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

(a) If to the County:

(b) If to the City:

City of Loganville
4303 Lawrenceville Road
Loganville, Georgia 30052
Attention: City Manager

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

ARTICLE 7.

WAIVER OF BREACH

14.

The waiver of a breach of any provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach.

ARTICLE 8.

ASSIGNMENT

15.

This Intergovernmental Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Intergovernmental Agreement may not be assigned except by mutual consent of the parties in writing.

ARTICLE 9.

SEVERABILITY

16.

Should any provision of this Intergovernmental Agreement be unlawful, invalid or void, the remainder of this Intergovernmental Agreement shall remain effective and be enforced to the greatest extent permitted by law to accomplish the purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers and their seals to be affixed, all as of the date first above written.

City of Loganville

By: _____
Mayor

ATTEST: _____
City Manager

[Intergovernmental Agreement Signature Page of the City]

WALTON COUNTY

By: _____
Chairperson

ATTEST: _____
Secretary

[Intergovernmental Agreement Signature Page of the County]

LEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS LEASE, made this 13 day of April , 20 23 by and between the **CITY OF SNELLVILLE, GEORGIA** ("Lessor") and the City of Loganville ("Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease a mobile stage owned by Lessor; and

WHEREAS, Lessor is willing to waive, not including our per use maintenance fee of \$100.00, all fees are required to be paid pursuant to the Mobile Stage Policy attached as Exhibit "A";

WHEREAS, it is the understanding of the parties that the mobile stage is being leased by City of Loganville to be used in conjunction with an official community event conducted by City of Loganville ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein provided, and the payment by Lessee to Lessor of the Lease payments provided herein, the parties hereto agree as follows:

1. **EQUIPMENT LEASE.** Lessor, for and in consideration of the covenants, agreement, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by Lessee, by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property (hereinafter called the "Mobile Stage"), described in Exhibit "A" attached hereto and incorporated herein.

2. **TERM.** The term of this lease shall be for 1 day(s) beginning on June 24, 2023 and ending on June 24, 2023.

3. **RENTAL.** As consideration for this Lease, Lessee agrees to pay to Lessor prior to use of the Mobile Stage, rental amounts of \$50.00 and maintenance fee of \$100.00. Transportation and set-up/close down fee of \$250.00 per person for personnel shall be paid directly to David Mitchell.

4. **USE OF MOBILE STAGE.** Except for the adjustment of the fees, the Mobile Stage shall be used in accordance with the use requirements in the Mobile Stage Policy attached as Exhibit “A”, and for no other purpose. Stage will be open and in place on/at Loganville Police Dept./ West Walton Park property and ready for use prior to event with close down to commence at conclusion of event. These times will be coordinated with delivery personnel ahead of the event.

5. **INDEMNITY.** Lessee agrees to indemnify and save harmless Lessor, to the extent provided by Georgia law, against all claims for bodily injury damages to persons or property damage to property by reason of the use of the Mobile Stage under the terms of this agreement including but not limited to all expenses incurred by Lessor because thereof, including attorney’s fees and court costs. Lessee does further agree as protection to the Lessor to carry in force at all times, liability insurance protecting Lessor as well as Lessee. Lessee shall maintain liability insurance protection on the premises in the minimum amount of One Million and no/100 Dollars (\$1,000,000.00) for bodily injury and property damages with insurance companies reasonably acceptable Lessor. The insurance required by this Agreement shall cover the full repair and replacement cost of any damage to the Mobile Stage and any personal injury claim associated with the mobile stage use during the term.

The coverage required shall apply from the commencement of Lessee’s Mobile Stage delivery/use until it is fully closed down and removed by City Personnel or designee. The Lessee shall provide Lessor with a copy of the certificate of liability insurance naming the City of Snellville as an additional insured for the duration of the lease.

6. **ASSIGNMENT.** During the term of this lease, Lessee shall not transfer, assign this lease or sublease the premises without the express prior written consent of Lessor.

7. **COMPLIANCE WITH APPLICABLE LAWS.** Lessee shall comply with all applicable laws, orders and regulations of Federal, State and Municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to the premises and which are made necessary by Lessee's specific operation of the Premises.

8. **CANCELLATION OF LEASE BY LESSOR.** Lessor may cancel this lease by giving written notice to the Lessee

9. **RIGHTS CUMULATIVE.** All rights, power, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

10. **SERVICE OF NOTICE.** Lessee hereby appoints the person indicated below as their agent to receive service of all dispossessory or distraint proceedings and notices there under, and all notices required under this Lease shall be served at the following address:

LESSOR: Butch Sanders, City Manager
City of Snellville
2342 Oak Road
Snellville, GA 30078

Lessee : Danny Roberts, City Manager
City of Loganville
PO BOX 39
Loganville, GA 30052

Notice will be deemed adequately and sufficiently given when hand delivered or three (3) days after mailing, certified mail, return receipt requested, postage prepaid to the address specified above. Either party may change the address for the giving of notices by giving written notice to the other in accordance with this paragraph 18.

11. **WAIVER OF RIGHTS.** No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall operate to extend time for payment of any sums due hereunder or to amend, modify or waive any of the provisions hereof.

12. **TIME IS OF THE ESSENCE.** Time is of the essence of this agreement.

13. **WARRANTY DISCLAIMER.** The City makes no warranty whatsoever as to the Mobile Stage, including without limitation, any warranty as to fitness for a particular purpose or merchantability and the premises are leased "as is".

14. **MODIFICATION.** No modification, amendment or alteration of any provision of this agreement shall be effective unless contained in a written agreement signed by the parties hereto, and then such modification, amendment or alteration shall be effective only in the specific instances or for the specific purposes for which given.

15. **FURTHER ASSURANCES.** Upon the request of the City, Lessee shall duly sign and deliver, at the cost and expense of Lessee, such further instruments as may be reasonably necessary or proper to carry out the provisions and purposes of this agreement.

16. **COUNTERPARTS.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall

constitute one and the same instrument.

17. **ENTIRE AGREEMENT.** This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral with respect hereof are expressly superseded hereby.

CITY OF SNELLVILLE, GEORGIA

By: _____
Barbara Bender, Mayor

ATTEST

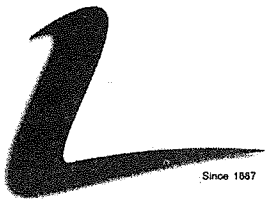
Melisa Arnold, City Clerk

(Lessee)

By: _____
Name and Title

ATTEST

Name and Title



where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director
P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report Department of Public Utilities

To: Honorable Mayor Martinez and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: April 13, 2023

Subject: Wemco Influent Pump

RECOMMENDATION:

Staff recommends that the City Council approve the replacement of the influent pump at the Wastewater Treatment Facility.

FISCAL IMPLICATION:

The existing pump is 23 years old and has been rebuilt several times. The Utilities Department is requesting approval to purchase a new pump due to the condition and age.

This is a budgeted item, and the cost to replace this pump with a new one totals \$66,432.00.

BACKGROUND:

Our treatment plant has a total of three influent pumps, and two of those pumps are required to run during the day to control the daily flows. The Wemco Influent Pump was installed in our facility and started operation in July 2001. This equipment is vital to operation due to it being located at our main pump station where all wastewater from the city enters the treatment plant and is pumped throughout the facility for treatment.

We are currently waiting for delivery on a new pump that we ordered in March. We are requesting an additional pump in order to have a back-up in the case we have another mechanical failure. This will allow the city to have a pump in inventory in case of an emergency.



ESTIMATE (1)

DATE 3/15/2023

QUOTE # MQ03152023

420 Thunder Rd Rest Haven, GA 30518
 PH 678-765-7001 FX 678-714-8684

JOB # _____

CUSTOMER Loganville Dept, of Utilities

JOB NAME: Wemco F6X-H-FE555

ADDRESS 4891 Hwy 81 North

LOCATION: Loganville, GA 30052

CONTACT Mike McDaniel

EMAIL _____

CONTACT Danny Watson

EMAIL _____

MODEL Wemco-Hidrostal FGK-H-FE555

SN 00X24450

PHONE 404-983-

PHONE 770-601-7616

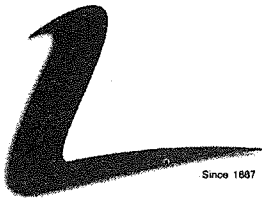
PRIMARY CAUSE OF FAILURE AND SCOPE OF WORK:

QTY	DESCRIPTION	EACH	PRICE
1	Hydrostal Dry Pit Submersible (Immersible) Hydraulic Assembly, F6K-H Hi-Chrome Construction 65hp, 1,00sf, 1772 rpm, 460v, oil cooled	\$65,132.00	\$65,132.00
			\$0.00
			\$0.00
1	Estimate Freight	\$1,300.00	\$1,300.00
			\$0.00
			\$0.00
	PRODUCTION LEAD TIME IS 8-12 WEEKS		\$0.00
			\$0.00
			\$0.00
			\$0.00
	MACHINE WORK		\$0.00
	MATERIALS, SOLVENTS, OIL or COOLANT (DEPENDS ON HP)		\$0.00
	SHOP HOURS LABOR \$ 90.00 HOUR		\$0.00
	FIELD SERVICE LABOR \$ 115.00 HOUR		\$0.00
	FIELD SERVICE ASSISTANCE LABOR \$90.00 HOUR		\$0.00
	ME CRANE \$195.00		\$0.00
	TRIP CHARGE \$100.00		\$0.00
	TRIP CHARGE ADDITION MILES \$1.00 PER MILE		\$0.00
TOTAL ESTIMATE			\$66,432.00

Please note, the above quote including "scope of work" includes the complete description of all work to be done. Any additional service work required to complete the job and not covered in the scope of work will be quoted and must be approved before completion.

LEGAL DISCLAIMER: The contents of this document are proprietary and strictly confidential between the individual, business, association, or government agency that it is addressed to and Monumental Equipment, Inc. Forwarding, copying, sharing, or use data contained in this document other than the intended purpose is forbidden. Thank You.

THIS ESTIMATE IS GOOD FOR 60 DAYS



where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director

P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: April 13, 2023

Subject: EPA Lead & Copper Rule (TerraMark Contract)

RECOMMENDATION:

Staff recommends that the City Council authorize TerraMark to assist the city in preparing a database and GIS mapping for the new lead & copper requirements from the Environmental Protection Agency.

FISCAL IMPLICATION:

TerraMark currently provides stormwater inspections and GIS services to the city. Assistance is required to help guide the utilities department and assist in compiling data to ensure all guidelines are followed according to the new lead & copper rule revisions to remain in compliance. The scope of work is included in the contract. The total cost for TerraMarks services are \$20,000.00 to provide technical assistance, compile the database, and provide GIS mapping.

BACKGROUND:

The new mandatory lead & copper rule revisions require the city to prepare an inventory database and mapping that includes the city and customer owned portions of all service lines in the system's distribution system including schools and child daycare facilities. The city must also classify each service line or portion of the service line before and after the water meter as lead, galvanized, non-lead, or lead status unknown. This inventory must be submitted to EPA by October 16, 2024.

CITY OF LOGANVILLE LEAD AND COPPER RULE REVISIONS GIS SUPPORT

FEBRUARY 28, 2023



SUBMITTED BY

TERRAMARK GEOSPATIAL INC.

1396 BELLS FERRY ROAD
MARIETTA, GEORGIA 30066-6084

VOICE: 770-421-1927 FAX: 770-421-0552 WWW.TERRAMARK.COM

February 28, 2023

Mr. Brandon Phillips, Public Utilities Director
City of Loganville
4303 Lawrenceville Road
Loganville GA 30052

Re: GIS Support for Lead and Copper Rule Revisions

Dear Mr. Phillips:

TerraMark GeoSpatial, Inc. is pleased to submit our proposal for GIS support for lead and copper rule revisions. After meeting with you and our history with the City of Loganville, we believe can aid the city in meeting the EPA requirements. The new EPA Lead and Copper Rule Revisions went into effect on December 16, 2021 and require completion of a system wide lead service line inventory and school and childcare facilities by no later than October 16, 2024. Therefore, we have taken the liberty to include in our scope of work a plan based on meeting those requirements. Hopefully, you will find this solution acceptable. We believe in both meeting our clients short-term goals and planning for the future to ensure success for the entire program.

Your project management team will include the following leadership from TerraMark:

- Paul Cannon, RLS, PE - President and Principal-in-Charge
- Wendell C. Hand, GISP - GIS Manager

We have a sincere desire to serve the City of Loganville and want to thank you for this opportunity. Please contact me if you have any further questions or need additional information.

Sincerely,
TerraMark GeoSpatial, Inc.



Wendell Hand, GISP
GIS Manager

Authorized Signature
City of Loganville

Date

WCH:wch

xc: Paul Cannon, President, TerraMark
file

1.0 EPD Requirements

Task One—Review water system service line records to develop an inventory of service line materials used for all customers

Task Two—Prioritize and identify those customers with lead service lines, galvanized lines that are downstream of a lead service line. This will become the LSL inventory list.

Task Three—Create GIS maps and data available for public on city website

Task Four—Within 30 days of publishing the LSL data notify of all households with LSL in the following categories: Galvanized requiring replacement, lead status unknown, and lead.

Task Five—Develop a school and childcare inventory customer list and a sampling schedule. In accordance with the Lead and Copper Rule Revisions you will have to sample 20 percent of childcare facilities, and schools per year for five (5) years.

After receiving a notice to proceed from the city, TerraMark will begin working on developing items to address each of the above requirements. Our services are expected to include the following tasks.

1.1 TerraMark Scope of Work

Meet with city water system staff members to gather information on the age of the system, population served, water system maps, construction records for service line, customer lists with addresses, service line source records, building permit records and filing system, subdivision plat records and existing city plans for public notification and publication.

Discuss with city staff how city records will be reviewed and what level of records access and research will be needed by TerraMark. A large portion of public records is available and TerraMark will use GSCCA and other tax assessor websites to catalog plats and tax data for use in the project.

TerraMark will categorize the scanned electronic records for use in developing tracking and records keeping. TerraMark will use the EPA spreadsheet to track and fill out from the records. (Attachment “A”) This will be the base for the GIS data and will be updated through this project and can be updated for each new development and residential house constructed in the city.

TerraMark will use GIS mapping to track customer locations and service line materials to present an overall system view of what data is missing and which locations will need to be field verified by the city. This will be provided on to the city as a draft through this project as the draft is reviewed and updated a final version will be allowed for public viewing.

Prepare a separate spreadsheet for childcare facilities and schools to identify facilities needing to be placed on the sampling schedule. We will show these facilities on the overall all GIS map to help group the 20% inspected each year.

Meet with city personnel as needed during the project to assure city the project is on task for the October 16, 2024 deadline.

1.2 Fee Schedule

To complete the above tasks TerraMark proposes to bill based on actual time spend by employees billed by hourly billing rates. Because our work is highly dependent on the level of city records available and the level of involvement from the city staff, we propose a budget of \$20,000 for the above scope of work and will not exceed without your approval.

Attached is a copy of our 2023 hourly billing rates as well as our standard terms and conditions of service applying to this work.

The provisions of the Contract are for the sole benefit of the parties hereto and are not intended to benefit any person not a party to this Contract, with the exception of those clauses relating to the sub-consultants. This Contract shall not be assigned or transferred by either TM or the Client without prior written consent of the other. Notwithstanding the foregoing, however, TM shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.

A-1 EXTRA SERVICES

TM shall provide extra services, not specifically called for in the Scope of Services, upon request or authorization of the Client. Any revisions to the Scope of Services during the duration of this Contract due to changes in laws, regulations, policies, ordinances or Client’s direction will subject the fees for the items affected to renegotiation. TM has no obligation to continue to furnish services pending renegotiations and is not liable for damages caused by delays due to revisions to Scope of Services, renegotiation, or any required changes or rescheduling of Client’s work.

A-2 TIME OF PERFORMANCE

TM will commence work on or as soon as practicable after the date of execution of this Contract and all work as set forth in the attached Scope of Services shall be completed in a timely manner, assuming the prompt submission of all required data and the scheduling of all meetings and reviews by the Client.

A-3 COMPENSATION

The fees in this Contract apply only in the event that the particular phase of services is authorized or necessary. Execution of this Contract will authorize the performance of all the specified services unless otherwise noted in writing on the Contract.

An invoice covering progress payments due shall be submitted to Client monthly by TM. The progress payment due shall include the portion of the fee earned based upon the percentage of the services performed, as determined by TM, all other services performed and not covered by the fee, and all costs advanced, including reimbursable expenses.

Payment is due when invoice is rendered. Any unpaid balance shall bear interest at the rate of 1 ½ % per month, starting at the end of the month following the month the invoice is dated. Client agrees to and shall pay to TM all costs and expenses for collection including but not limited to Attorney’s Fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

If Client should fail to pay TM within sixty (60) days after the date of the invoice TM shall have the right, upon seven (7) days written notice to Client, to stop work on Project until payment of the amount owing, including all interest charges and collection costs, has been received. The “date of invoice” shall be the date entered on the first invoice for the services in question.

In the event Project is sold or transferred while a balance, not subject to a good faith dispute, remains due and owing to TM, Client agrees to direct settlement Attorney to notify TM of the date and place of settlement and Client hereby authorizes and instructs said settlement Attorney, without the necessity of further authorization or instruction, to withhold from the funds arising out of said sale or transfer sufficient funds

to pay said balance due, including interest, and to immediately transfer such payment to TM upon settlement.

Standard hourly rates for any services performed on a time (hourly) basis or for any services not covered in this Contract are as shown on Attachment "B". General consulting or coordination services, including but not limited to preparation for and attendance at meetings, will be billed at the standard hourly rates set forth below.

If orders are placed for fewer units than the minimum number of units quoted, TM may, at its option, charge fees based on the standard hourly rates set forth below. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum charge of \$300.00.

A-4 PERSONNEL

TM represents that they have, or will secure at their own expense, all personnel required to perform the services under this Contract and that such personnel will be fully qualified to perform such services. Should the Scope of Services require TM to retain outside sub-consulting services, TM may do so upon written authorization by the Client, and the Client shall compensate TM for such sub-consulting services.

A-5 RESPONSIBILITIES OF THE CLIENT

It is agreed that the Client will have the following responsibilities under this Contract:

- A. The provision of all available information, data, reports, records, and maps to which the Client has access and which are needed by TM for the performance of the services provided for herein.
- B. Providing for assistance and cooperation for TM in obtaining any other needed material, which the Client does not have in its possession.
- C. Making available the services of the Client as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- D. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the Client and will serve to provide the necessary direction and coordination for the Project.
- E. Bear all costs for permitting, processing fees, bonds, taxes and/or advertising for the Project.
- F. Provide access to all affected private property for TM to perform all necessary surveying, mapping, engineering and inspections.

All such Client responsibilities shall be conducted in a timely manner and without undue delay so as not to delay TM in the performance of its services. **TM is not responsible for the accuracy or validity of information obtained from the Client or others and utilized in the services covered under this Contract.**

A-6 OWNERSHIP OF MATERIALS

All drawings, plans, maps, photographs, data and copies thereof, in each case prepared by TM and in all cases excluding the Final Products, remaining in TM's possession are the property of TM and subject to its sole discretionary control. TM reserves all of its rights in any drawings, plans, maps, photographs, data and copies, in each case prepared by TM and in all cases excluding the Final Products, thereof furnished to Client or to others and may preserve its rights under Federal Copyright Law. Any further use of this data is subject to separate renegotiation and fee. Any special requirements as to form or content of the instruments of service (including, plans, maps, drawings, and specifications) must be agreed to in advance and specified in this Contract. Upon completion of this project, Final Mapping Data is the property of City of Loganville, GA.

A-7 DELAYS BEYOND THE CONTROL OF TM

It is agreed that events which are beyond the control of TM may occur which may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by TM is delayed beyond their control, TM shall notify the Client of such delay and the reasons therefore, and the Client shall extend the time of performance appropriately. TM is not liable for damages caused by delays in performance of the services which arise from events beyond its reasonable control.

A-8 CHANGES

It is agreed that events which are beyond the control of TM may occur which may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of TM's compensation, which are mutually agreed upon by and between the Client and TM, shall be incorporated in written amendments.

A-9 TERMINATION OF CONTRACT

This Contract may be terminated by either the Client or TM, with ten (10) calendar days written notice. In the event of such termination, all finished or unfinished plans, become its property. TM shall be entitled to receive just and equitable compensation for work accomplished prior to the termination.

A-10 LIABILITY AND STANDARD OF CARE

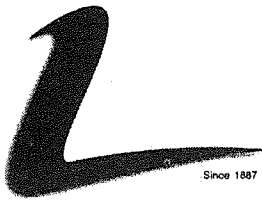
TM shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locality as the project. TM's liability to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this Contract, is limited to the total fees paid by Client or Fifty-Thousand Dollars (\$50,000), whichever is less. Client acknowledges that TM is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of TM in the execution or performance of this Contract shall be made against TM and not against such director, officer or employee.

Client shall hold harmless, indemnify, and defend TM from any and all liability, claims, damages, losses, costs, or expenses of any nature based on injuries (including death) of employees, other than TM employees, arising out of and in connection with their employment while performing services arising out of or connected with this Contract, except where such injuries result from the sole negligence of TM.

Because risks arising from potential damages due to pollution, hazardous waste and asbestos are presently uninsurable, Client agrees to notify TM of the existence of any such dangers prior to the commencement of

any of the services and Client further agrees to and shall hold harmless, indemnify, and defend TM from all liability, claims, damages, losses, costs, or expenses arising from or due to the discharge, release, or escape of such substances where such discharge, release, or escape arises out of services performed under this Contract, except where such discharge, release, or escape is due to the sole negligence of TM. TM may decline to proceed or may stop furnishing services on any project where such dangers are disclosed or discovered when the rendering of such services presents, in the sole discretionary judgment TM unreasonable risks. TM will not be responsible for any delays, damages, losses, cost, or expenses there from due to such refusals to proceed.

This document and attachments represent the entire Contract between the parties. If fully executed and Contract is delivered to TM more than sixty (60) days after date first appearing hereon, terms are subject to revision or acceptance by TM.



where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director
P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: April 13, 2023

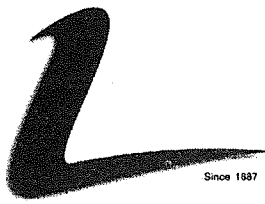
Subject: Water Tank Maintenance Annual Fees

RECOMMENDATION:

Staff recommends the City Council approve the authorization for payment to Utility Services Company for the maintenance on Pecan Street water tank. This payment allows for the Utility Department to have inspections and repairs performed each year. This is a budgeted item totaling \$15,509.53.

BACKGROUND:

The city uses Utility Services Company to conduct our required annual maintenance for our water tank to stay in compliance with our drinking water permit.



where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director
P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: April 13, 2023

Subject: Emergency Repair to Centrisys Centrifuge

RECOMMENDATION:

Staff recommends that the City Council approve Centrisys to repair the Centrifuge at the wastewater treatment facility.

FISCAL IMPLICATION:

Due to the Utility Department having to rely on this piece of equipment to perform daily operations with our bio-solids removal from the facility, the timing and scheduling of this needed repair is most crucial. The facility is currently operating on a smaller back-up unit that is less efficient. We are currently requiring employees to rotate shifts to operate the back-up centrifuge 16 hours a day. This repair will require our unit to be out of service for four to six weeks during this scheduled repair. The extent of repair is unknown until Centrisys can evaluate the unit. The Utility Department is requesting approval to not exceed \$85,000.00, and the unit has already been sent off for emergency repair.

BACKGROUND:

The Centrisys centrifuge was installed in our facility in 2016. This equipment is vital to operation due to it allows for the dewatering of our bio-solids generated through our facility process, and also creates the revenue source from the daily operation of our septic facility.



CITY COUNCIL MEETING MINUTES
Thursday, March 09, 2023 at 6:30 PM
Council Chambers

1. CALL TO ORDER

Mayor Skip Baliles called the meeting to order at 6:32pm.

PRESENT

- Mayor Skip Baliles
- Council Member Jay Boland
- Council Member Linda Dodd
- Council Member Bill DuVall
- Council Member Anne Huntsinger
- Council Member Melanie Long
- Council Member Branden Whitfield

A. Invocation and Pledge to the Flag

Pastor Calvin Mapps from Morning Star Baptist Church gave the invocation and Boy Scout Troop #535 led the pledge to the flag.

B. Adoption of Agenda

Motion made by Council Member Huntsinger, Seconded by Council Member Whitfield.
 Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.
 Motion carried 6-0.

2. CONSENT AGENDA

Motion made by Council Member Linda Dodd to approve the consent agenda as follows:

- A. Fire Department 2022 Ford Explorer Purchase - NTE \$43,000.00 2019 Walton County SPLOST
- B. 2023 Event Concert Contracts - * Departure * Elton Live * Blast Band - 5 Piece * Band X
- C. Loganville Insider - Printing Invoice \$6,820.11
- D. 02-09-2023 Regular Council Meeting Minutes
- E. February Financial Report

Seconded by Council Member DuVall.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield

Motion carried 6-0.

3. PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT

A. LMIG Recommendation - (Bid Opening March 8th)

Motion made by Council Member Bill DuVall made a motion to accept the bid for LMIG paving from Garrett Paving for \$295,734.63. Seconded by Council Member Huntsinger.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

4. CITY MANAGER'S REPORT

A. Election Update

City Manager Danny Roberts asked the Council their preference for early voting for this year's election. In the last election, early voting was held at Meridian Park and at the Rock Gym. Council collectively agreed that early voting should only be held at Meridian Park.

5. CITY ATTORNEY'S UPDATES / REPORTS

A. Personnel Matter

City Attorney Robyn Webb addressed the Mayor and Council stating that as they are aware she has resigned the position of City Attorney to take another job opportunity with the Federal Reserve Bank. She explained that as it was discussed in Executive Session on Monday night, that she would like to make sure that the City would be in the well taken care of after she is gone. She explained that over the years she has had the opportunity to work with Paul Rosenthal and would recommend him as the next City Attorney. She stated that she has spoken with him along with City Manager Danny Roberts and they both believe he would be a fit for the City of Loganville. She also explained that Mr. Rosenthal has recommended an Interim appointment for a period of time to allow for the Mayor and Council to get to know him and for him to get an idea of the City's needs to make sure it would be a good fit for everyone.

Motion made by Council Member Anne Huntsinger to appoint Paul Rosenthal as Interim City Attorney for a period of up to 120 days at a rate of \$220 per hour.

Seconded by Council Member Long.

Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

6. ADJOURNMENT

Motion made by Council Member Dodd, Seconded by Council Member Huntsinger.

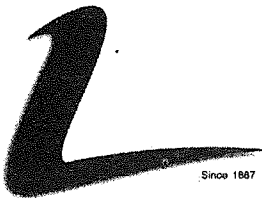
Voting Yea: Council Member Boland, Council Member Dodd, Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Whitfield.

Motion carried 6-0.

Meeting Adjourned at 7:07pm.

Skip Baliles
Mayor

Kristi Ash
Deputy Clerk



where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director

P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: April 13, 2023

Subject: Approval of Cottages Easement Agreement

RECOMMENDATION:

The Utilities Department recommends that the City Council approve the permanent easement agreement between NHT Loganville and the City of Loganville.

BACKGROUND:

The permanent easement agreement will allow the City of Loganville to have access to the water distribution and sanitary sewer utilities inside this development. The access is required in order to perform maintenance and make necessary repairs once the utilities are dedicated to the city.

PERMANENT UTILITY EASEMENT AGREEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (this "Easement") is made and entered into this ____ day of _____, 2023 by and between NHT LOGANVILLE, LLC, a Delaware limited liability company ("Grantor"), and the CITY OF LOGANVILLE, GEORGIA ("Grantee" or the "City") (collectively, Grantor and Grantee may be referred to as the "Parties").

WHEREAS, Grantor owns the property legally described in **Exhibit "A"**, attached hereto and made a part hereof by reference (the "Property"). Grantor has installed water and sanitary sewer lines on the Property as depicted on the following recorded instruments and further detailed as that "60' Ingress/Egress/Utility Easement" in Exhibit "B": (i) Final Plat dated _____, 2023 and recorded in the records of Walton County, Georgia, in Plat Book _____, Page ____ on _____, 2023.

WHEREAS, Grantor desires to grant and convey unto the City a perpetual utility easement and rights of way into, over, along, and across the portion of the Property depicted in the Final Plat (the "Easement Area") for the purpose of construction and installation of water and sanitary sewer lines, together with the right to go upon said Easement Area from time to time as necessary for the operation, use, inspection, maintenance, connection, repair, replacement, relocation, or removal of the aforementioned water and sanitary sewer lines. Grantee covenants to repair the Easement Area and any disturbed abutting property to the extent necessary to bring the Property to its original state as the Property stood prior to any construction, maintenance, or repair of the water and sewer sanitary lines, including the lift/pump station for the sanitary sewer lines, performed by Grantee. Additionally, Grantee agrees to pay all costs and expenses of such construction, maintenance and repairs that Grantee initiates over and through the Easement Area.

WHEREAS, Grantor warrants it is the sole legal owner of the Easement Area and has the authority to execute this Agreement.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, and other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Conveyance.** Grantor does grant, bargain, and convey to the City and to its successors and assigns the right, title, and privilege of a non-exclusive permanent utility easement and rights of way through the Easement Area.
2. **Encumbrances.** Trustmark National Bank is the present holder of a security instrument which presently encumbers the Property and joins in the execution of this Agreement for the limited purposes set forth hereinbelow. With the exception of Trustmark National Bank, Grantor does hereby represent and warrant to City that there are no security deeds, mortgages or other security interests presently encumbering the Property identified in Exhibit A that would prevent the granting of the easements herein or that would impair any of the rights granted to City

in connection with this Agreement. All future security deeds, mortgages, easements or encumbrances of any kind which are placed by Grantor or subsequent owners on the Property identified in Exhibit A shall be made expressly subordinate and subject to the easements and rights granted by Grantor to the City in this Agreement.

3. **Covenants running with the land.** The easement herein granted, and the agreements contained herein, shall be easements and agreements running with, appurtenant to, and burdening the Easement Area including without limitation all subsequent owners of the property and all persons claiming under them.

4. **Modification or amendment.** No provision of this Agreement may be released, subordinated, modified, rescinded or amended in whole or in part without the written consent of all Parties hereto

5. **Governing law.** This agreement shall be construed in accordance with the laws of the state of Georgia.

6. **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the easements described herein, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein or incorporated herein by reference shall be of any force or effect.

7. **Severability.** If any phrase, clause, sentence, paragraph or selection of this Agreement shall be held invalid or unconstitutional by a court of competent jurisdiction of this state or the United States, such adjudication shall in no way effect any of the remaining provisions hereof, all of which shall remain in full force and effect.

8. **Counterparts.** This Agreement may be executed in counterparts and each counterpart shall be considered an original but all such counterparts together shall be considered only one document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

Signed, sealed and delivered
in the presence of:

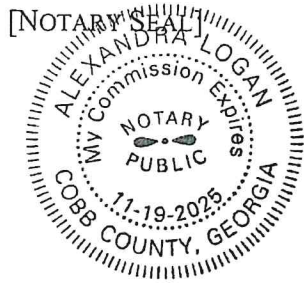
[Signature]

Witness

[Signature]

Notary Public

My Commission Expires: 11-19-2025



GRANTOR:

NHT LOGANVILLE, LLC,
a Delaware limited liability company

By: [Signature] (SEAL)

Name: J. BRADFORD SMITH

Title: Authorized Signatory

GRANTEE:

CITY OF LOGANVILLE

By: _____
Mayor

ATTEST:

City Manager

LENDER CONSENT AND SUBORDINATION

The undersigned Lender, as holder of that certain Amended and Restated Deed to Secure Debt, Security Agreement Assignment of Rents and Leases, dated November 20, 2020, recorded in Deed Book 4989, Page 51, and that certain First Amendment to Amended and Restated Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases dated September 26, 2022, and recorded in Book 5216, Page 125, records of the Superior Court of Walton County, Georgia, does hereby join in this Easement for the purpose of consenting to and subordinating Lender's lien and security title to the Property to the terms and provisions of the foregoing Easement.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Subordination to be signed and sealed this 1st day of March, 2023.

Signed, sealed and delivered
in the presence of:

Witness

Harris Owsley
Notary Public

My Commission Expires: 07/15/2025

[NOTARY SEAL]

LENDER:

TRUSTMARK NATIONAL BANK

By: [Signature] (SEAL)

Name: Brian Jones

Title: Vice President



EXHIBIT A

Tract 1 Legal Description:

All that tract or parcel of land laying and being in the Land Lot 118 of the 4th District of Walton County, Georgia, and being more particularly described as follows:

Commencing at a point in the Centerline Intersection of U. S. Highway 78 and a 70' Ingress/Egress Easement road; thence North 23°34'43" East 78.05 feet to a PK nail in a sidewalk, on the northerly right of way of U. S. Highway 78; thence from the beginning of Right curve concave to the east having a radius of 458.14 feet and being subtended by a chord which bears North 07°59'02" East 21.06 feet; thence northeasterly along the curve concave to the east, a distance of 21.06 feet to a point; thence northeasterly along said curve concave to the east having a radius of 458.14 feet and being subtended by a chord which bears North 19°20'02" East 159.63 feet; thence northeasterly along the curve concave to the east, a distance of 160.45 feet to a point; thence North 29°19'25" East, a distance of 306.42 feet to the beginning of a curve concave to the west having a radius of 205.05 feet and being subtended by a chord which bears North 01°09'11" West 208.05 feet; thence northerly along said curve, a distance of 218.20 feet to a 1/2" rebar found; thence North 31°34'41" West, a distance of 200.00 feet; thence North 31°34'41" West, a distance of 1489.75 feet to a 1/2" rebar set at True Point of Beginning; thence North 30°34'13" West, a distance of 1089.94 feet to a 1/2" rebar set on the southerly right of way of Old Zion Cemetery Road; thence along said right of way in a curve concave to the southeast having a radius of 6942.73 feet and being subtended by a chord which bears North 59°47'46" East 71.45 feet; thence northeasterly along said curve, a distance of 71.45 feet; thence North 60°05'27" East, a distance of 128.33 feet to a computed point on the right of way; thence South 30°34'58" East, a distance of 1088.04 feet to a point; thence South 59°26'23" West, a distance of 200.00 feet to the Point of Beginning. Containing 4.998 Acres, more or less.

Tract 2 Legal Description:

All that tract or parcel of land laying and being in the Land Lot 118 of the 4th District of Walton County, Georgia, and being more particularly described as follows:

Commencing at a point in the Centerline Intersection of U. S. Highway 78 and a 70' Ingress/Egress Easement road; thence North 23°34'43" East 78.05 feet to a PK nail in a sidewalk, on the northerly right of way of U. S. Highway 78; thence from the beginning of Right curve concave to the east having a radius of 458.14 feet and being subtended by a chord which bears North 07°59'02" East 21.06 feet; thence northeasterly along the curve concave to the east, a distance of 21.06 feet to a point; thence northeasterly along said curve concave to the east having a radius of 458.14 feet and being subtended by a chord which bears North 19°20'02" East 159.63 feet; thence northeasterly along the curve concave to the east, a distance of 160.45 feet to a point; thence North 29°19'25" East, a distance of 306.42 feet to the beginning of a curve concave to the west having a radius of 205.05 feet and being subtended by a chord which bears North 01°09'11" West 208.05 feet; thence northerly along said curve, a distance of 218.20 feet to a 1/2" rebar found; thence North 31°34'41" West, a distance of 200.00 feet; thence North 31°34'41" West, a distance of 1489.75 feet to a 1/2" rebar set; thence North 59°26'23" East, a distance of 200.00

feet to the True point of beginning; thence North 30°34'58" West, a distance of 1088.04 feet; thence North 60°05'27" East, a distance of 200.22 feet; thence South 30°34'58" East, a distance of 1085.76 feet; thence South 59°26'23" West, a distance of 200.21 feet to the Point of Beginning. Containing 4.996 Acres, more or less.

Tract 3B Legal Description:

All that tract or parcel of land lying in or being in Land Lot 118, of the 4th District, City of Loganville, Walton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin and running North 59 degrees 26 minutes 23 seconds East for 400.21 feet to an iron pin found; THEN North 73 degrees 14 minutes 36 seconds East for 302.75 feet to an iron pin found; THEN South 38 degrees 44 minutes 00 seconds West for 752.90 feet to an iron pin found; THEN South 38 degrees 42 minutes 59 seconds East for 899.90 feet to an iron pin found; THEN South 60 degrees 23 minutes 19 seconds West for 399.55 feet to an iron pin found; THEN South 60 degrees 50 minutes 15 seconds West for 229.04 feet to a point; THEN North 19 degrees 30 minutes 29 seconds West for 93.50 feet; THEN North 28 degrees 49 minutes 33 seconds West for 135.52 feet to a point; THEN North 37 degrees 23 minutes 30 seconds West for 367.68 feet to a point; THEN North 23 degrees 12 minutes 50 seconds West for 98.84 feet to a point; THEN North 58 degrees 40 minutes 24 seconds East for 263.48 feet to a point; THEN North 36 degrees 55 minutes 19 seconds West for 530.13 feet to a point; THEN North 87 degrees 06 minutes 13 seconds West for 211.64 feet to a point; THEN South 55 degrees 41 minutes 56 seconds West for 28.12 feet to a point; THEN North 34 degrees 18 minutes 04 seconds West for 53.35 feet to a point; THEN North 56 degrees 59 minutes 33 seconds West for 42.52 feet to a point; THEN South 65 degrees 29 minutes 01 seconds West for 104.75 feet to a point; THEN North 30 degrees 44 minutes 30 seconds West for 110.05 feet to a point; THEN South 58 degrees 25 minutes 19 seconds West for 161.89 feet to a point; THEN North 31 degrees 34 minutes 41 seconds West for 151.04 feet to an iron pin found also being the point of beginning. Said Tract of land containing 17.881 acres and 778,881 square feet more or less.

Tract 4B Legal Description:

All that tract or parcel of land lying in or being in Land Lot 118, of the 4th District, City of Loganville, Walton County, Georgia, and being more particularly described as follows:

COMMENCING at an iron pin found on the North right of way of U.S. Highway 78 and running North 60 degrees 44 minutes 06 seconds East for 632.79 feet to the true Point of BEGINNING; THEN North 30 degrees 51 minutes 09 seconds West for 197.01 feet to a point; THEN North 00 degrees 53 minutes 05 seconds West for 110.88 feet; THEN South 83 degrees 57 minutes 37 seconds East for 58.27 feet to a point; THEN North 11 degrees 53 minutes 49 seconds East for 26.45 feet to a point; THEN North 12 degrees 59 minutes 07 seconds East for 93.33 feet to a point; THEN North 74 degrees 12 minutes 09 seconds West for 90.48 feet to a point; THEN North 19 degrees 30 minutes 29 seconds West for 58.07 feet to a point; THEN North 60 degrees 50 minutes 15 seconds East for 229.04 feet to an iron pin found; THEN North 60 degrees 23 minutes 19 seconds East for 399.55 feet to an iron pin found; THEN South 38 degrees 42

minutes 13 seconds East for 469.72 feet to an iron pin; THEN South 59 degrees 44 minutes 33 seconds West for 561.89 feet to an iron pin found; THEN South 60 degrees 44 minutes 06 seconds West for 264.69 feet to the Point of BEGINNING. Said Tract of land containing 7.859 acres and 342,317 square feet more or less.

Tract 5 Legal Description:

All that tract or parcel of land laying and being in the Land Lot 119 of the 4th District of Walton County, Georgia, and being more particularly described as follows:

Commencing at a point in the Centerline Intersection of U. S. Highway 78 and a 70' Ingress/Egress Easement road; thence North 23°34'43" East 78.05 feet to a PK nail in a sidewalk, on the northerly right of way of U. S. Highway 78; thence South 84°59'31" East 10.73 feet to a 1/2" rebar, thence continuing along said right of way South 84°55'18" East 1303.47 feet to a 1" Pipe at the True Point of Beginning; thence North 14°40'40" West, a distance of 404.20 feet to a nail found at a bent axle; thence North 88°11'24" West, a distance of 365.46 feet to a 1/2" pipe found; thence North 17°28'39" West, a distance of 158.90 feet to an iron pin found; thence North 59°44'33" East, a distance of 561.89 feet to a 1/2" rebar found at rock; thence South 09°20'12" East, a distance of 858.57 feet to a 1/2" rebar found on the northerly right of way of U.S. Highway 78; thence westerly along said right of way, North 84°47'43" West, a distance of 109.67 feet to the Point of Beginning. Containing 4.775 Acres, more or less.

The above property also being more particularly described as follows:

All that tract or parcel of land lying and being in the Land Lot 119 of the 4th District of Walton County, Georgia, and being more particularly described as follows:

Commencing at a point in the Centerline Intersection of U. S. Highway 78 and a 70' Ingress/Egress Easement road; THEN North 23°34'43" East 78.05 feet to a PK nail in a sidewalk, on the northerly right of way of U. S. Highway 78; THEN South 84°59'31" East 10.73 feet to a 1/2" rebar, THENCE continuing along said right of way South 84°55'18" East 1303.47 feet to a 1" Pipe at the True Point of Beginning; THEN North 14°40'40" West, a distance of 404.20 feet to a nail found at a bent axle; THEN North 88°11'24" West, a distance of 365.46 feet to a 1/2" pipe found; THEN North 17°28'39" West, a distance of 158.90 feet to an iron pin found; THEN South 60°44'06" West, a distance of 264.69 feet to a point; THEN North 30°51'09" West, a distance of 197.01 feet; THEN North 00°53'05" West, a distance of 110.88 feet; THEN South 83°57'37" East, a distance of 58.27 feet; THEN North 11°53'49" East, a distance of 26.45 feet; THEN North 12°59'07" East, a distance of 93.33 feet; THEN North 74°12'09" West, a distance of 90.48 feet; THEN North 19°30'29" West, a distance of 151.57 feet; THEN North 28°49'33" West, a distance of 135.52 feet; THEN North 37°23'30" West, a distance of 367.68 feet; THEN North 23°12'50" West, a distance of 98.84 feet; THEN North 58°40'24" East, a distance of 263.48 feet; THEN North 36°55'19" West, a distance of 530.13 feet; THEN North 87°06'13" West, a distance of 211.64 feet; THEN South 55°41'56" West, a distance of 28.12 feet;

THEN North 34°18'04" West, a distance of 53.35 feet; THEN North 56°59'33" West, a distance of 42.52 feet; THEN South 65°29'01" West, a distance of 104.75 feet; THEN North 30°44'30" West, a distance of 110.05 feet; THEN South 58°25'19" West, a distance of 161.89 feet; THEN North 31°34'41" West, a distance of 151.04 feet to an iron pin set; THEN North 30°34'13" West, a distance of 1089.94 feet to a point on the right of way of Old Zion Cemetery Road, THEN along a curve concave to the southeast having a radius of 6942.73 and being subtended by a chord which bears North 59°47'46" East 71.45 feet; THEN northeasterly along said curve, a distance of 71.45 feet; THEN North 60°05'27" East tangent to said curve, a distance of 328.55 feet; THEN South 30°34'58" East, a distance of 1085.76 feet; THEN North 73°14'36" East, a distance of 302.75 feet; THEN South 38°44'00" East, a distance of 752.90 feet; THEN South 38°42'59" East, a distance of 899.90 feet; THEN South 38°42'13" East, a distance of 469.72 feet; THEN South 09°20'12" East, a distance of 858.57 feet; THEN North 84°47'43" West, a distance of 109.67 feet to the Point of Beginning. Containing 40.508 Acres, more or less.

Tract 3A Legal Description:

All that tract or parcel of land lying in or being in Land Lot 118, of the 4th District City of Loganville, Walton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found and running North 31 degrees 34 minutes 41 seconds West 1538.71 feet to a point; THEN North 58 degrees 25 minutes 19 seconds East for 161.89 feet to a point; THEN South 30 degrees 44 minutes 30 seconds East for 110.05 feet to a point; THEN North 65 degrees 29 minutes 01 seconds East for 104.75 feet to a point; THEN South 56 degrees 59 minutes 33 seconds East for 42.52 feet to a point; THEN South 34 degrees 18 minutes 04 seconds East for 53.35 feet to a point; THEN North 55 degrees 41 minutes 56 seconds East for 28.12 feet to a point; THEN South 87 degrees 06 minutes 13 seconds East for 211.64 feet to a point; THEN South 36 degrees 55 minutes 19 seconds East for 530.13 feet to a point; THEN South 58 degrees 40 minutes 24 seconds West for 263.48 feet to a point; THEN South 23 degrees 12 minutes 50 seconds East for 98.84 feet to a point; THEN South 37 degrees 23 minutes 30 seconds East for 367.68 feet to a point; THEN South 28 degrees 49 minutes 33 seconds East for 135.52 feet to a point; THEN South 19 degrees 30 minutes 29 seconds East for 93.50 feet to a point; THEN South 60 degrees 50 minutes 15 seconds West for 270.52 feet to an iron pin found, also being the Point of BEGINNING. Said Tract of land containing 12.737 acres and 554,813 square feet more or less.

Tract 4A Legal Description:

All that tract or parcel of land lying in or being in Land Lot 118, of the 4th District, City of Loganville, Walton County, Georgia, and being more particularly described as follows:

COMMENCING at a PK Nail found in the sidewalk which is the intersection of the right of way of U.S. Highway 78 and Trident Trail running along the curve of an arch for 21.06 feet, said curve to have a chord of North 07 degrees 59 minutes 02 seconds East for 21.06 feet and having a radius of 458.14 feet to the true Point of BEGINNING; THEN running along the curve of an arch for 160.45 feet, said curve to have a chord of North 19 degrees 20 minutes 02 seconds East for 159.63 feet and having a radius of 458.14 feet; THEN North 29 degrees 19 minutes 25 seconds East for 306.42 feet to a point; THEN running along the curve of an arch for 218.20 feet, said curve having a chord of North 01 degrees 09 minutes 11 seconds West for 208.05 and having a radius of 205.05 feet to an iron pin found; THEN North 60 degrees 50 minutes 15 seconds for 270.52 feet to a point; THEN South

19 degrees 30 minutes 29 seconds East for 58.07 feet to a point; THEN South 74 degrees 12 minutes 09 seconds East for 90.48 feet to a point; THEN South 12 degrees 59 minutes 07 seconds West for 93.33 feet to a point; THEN South 11 degrees 53 minutes 49 seconds West for 26.45 feet to a point; THEN North 83 degrees 57 minutes 37 seconds West for 58.27 feet to a point; THEN South 00 degrees 53 minutes 05 seconds East for 110.88 feet to a point; THEN South 30 degrees 51 minutes 09 seconds East 197.01 feet to a point; THEN South 60 degrees 44 minutes 06 seconds West for 618.98 feet to a point; THEN North 52 degrees 48 minutes 21 seconds West for 24.87 feet to the Point of BEGINNING. Said Tract of land containing 4.473 acres and 194,854 square feet more or less.

Property also being known as:

Phase Two Legal Description:

All that tract or parcel of land lying in or being in Land Lot 118, of the 4th District, City of Loganville, Walton County, Georgia, and being more particularly described as follows:

COMMENCING at a PK Nail found in the sidewalk which is the intersection of the right of way of U.S. Highway 78 and Trident Trail running along the curve of an arch for 21.06 feet, said curve to have a chord of North 07 degrees 59 minutes 02 seconds East for 21.06 feet and having a radius of 458.14 feet to the true Point of BEGINNING; THEN running along the curve of an arch for 160.45 feet, said curve to have a chord of North 19 degrees 20 minutes 02 seconds East for 159.63 feet and having a radius of 458.14 feet; THEN North 29 degrees 19 minutes 25 seconds East for 306.42 feet to the beginning of a curve concave to the west having a radius of 205.05 feet and being subtended by a chord which bears North 01°09'11" West 208.05 feet; THENCE along said curve, a distance of 218.20 feet to an iron pin found; THEN North 31°34'41" West, a distance of 1538.71 feet; THEN North 58°25'19" East, a distance of 161.89 feet; thence South 30°44'30" East, a distance of 110.05 feet; THEN North 65°29'01" East, a distance of 104.75 feet; THEN South 56°59'33" East, a distance of 42.52 feet; THEN South 34°18'04" East, a distance of 53.35 feet; THEN North 55°41'56" East, a distance of 28.12 feet; THEN South 87°06'13" East, a distance of 211.64 feet; THEN South 36°55'19" East, a distance of 530.13 feet; THEN South 58°40'24" West, a distance of 263.48 feet; THEN South 23°12'50" East, a distance of 98.84 feet; THEN South 37°23'30" East, a distance of 367.68 feet; THEN South 28°49'33" East, a distance of 135.52 feet; THEN South 19°30'29" East, a distance of 151.57 feet; THEN South 74°12'09" East, a distance of 90.48 feet; THEN South 12°59'07" West, a distance of 93.33 feet; THEN South 11°53'49" West, a distance of 26.45 feet; THEN North 83°57'37" West, a distance of 58.27 feet; THEN South 00°53'05" East, a distance of 110.88 feet; THEN South 30°51'09" East, a distance of 197.01 feet; THEN South 60°44'06" West, a distance of 618.98 feet; THEN North 52°48'21" West, a distance of 24.87 feet to the Point of Beginning. Containing 17.212 Acres, more or less.

Easement Parcel 2:

TOGETHER WITH easement rights and benefits created by and pursuant to that certain Temporary Construction, Access, and Utility Easement Agreement by and between NHT Loganville, LLC, a Delaware limited liability company and Georgia General Walton Development, Inc., a Georgia corporation and Otto Tract No. 1, LLC a Georgia limited liability company, dated November 20, 2020, filed November 24, 2020 and recorded in Deed Book 4722, Page 126, aforesaid records.



City of Loganville

Public Utilities
Brandon Phillips
Director

P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: April 13, 2023

Subject: Runoff Reduction Infeasibility for Logan Miami Development

DEVELOPER REQUEST:

Steve Allen is requesting the City of Loganville waive the stormwater run-off reduction requirement for this development.

STAFF RECOMMENDATION:

After reviewing the infiltration testing results from EnviroSoil, infiltration rates at the proposed stormwater best management practices (BMP's) are far less than 0.5 inches per hour which indicates runoff reduction cannot be supported by such low permeability. If the entire 1-inch runoff reduction standard cannot be met, the remaining runoff from the 1.2-inch rainfall must be treated by BMP's to remove at least 80% of the post-developed total suspended solids loading. After reviewing the Georgia Stormwater Management Manual Site Development Review Tool in the hydrology report, the proposed BMP's provide at least 80% total suspended solids removal for the site.

Therefore, the Department of Utilities along with the city engineers (Precision Planning) recommends that City Council waive the run-off reduction requirements for this development.

BACKGROUND:

Runoff reduction practices are designed to retain the first 1-inch of rainfall on sites. Runoff reduction practices are intended to eliminate stormwater runoff rather than treating or detaining runoff, usually through infiltration practices. Sites containing shallow rock, poor soil infiltration rates, or a high water table typically cannot support runoff reduction. Soil infiltration rates should be greater than 0.5 inches per hour to support runoff reduction.

Date (submitted): 11/11/22

**City of Loganville
Runoff Reduction Infeasibility (RRI) Form for
Determination of Infeasibility**

Design Professional Primary Contact (Name/Email/Phone):

Tip Huynh / tipacell@gmail.com / 770-466-4002

Description of Site/Land Development Application Number: Logan Miami Townhouses

Address: Tommy Lee Fuller Rd.

Size (acres): 17.82

Maximum Practicable Runoff Reduction Volume*: 0

**If any of the stormwater runoff volume generated by the first 1.0" of rainfall cannot be reduced or retained on the site, due to site characteristics or constraints, the remaining volume shall be increased by a multiplier of 1.2 and shall be intercepted and treated in one or more best management practices that provide at least an 80 percent reduction in total suspended solids.*

provided stormwater pond 1 & pond 2 to provide 1.2 WQV Volume.

GENERAL SUPPORTING DOCUMENTATION

All General Supporting Documentation must be included with this RRI Form for the submittal for a Determination of Infeasibility to be considered complete. Please check each item below to confirm it has been included in the submittal package.

- Stormwater Concept Plan that has been developed based on site analysis, and natural resources inventory (including impracticability) in accordance with Section 2.4.2.5 of the GSMM
- GSMM Stormwater Quality Site Development Review Tool for the Stormwater Concept Plan

Please include justification that the site cannot accommodate best management practices that rely on evapotranspiration and reuse such as rainwater harvesting or green roofs
Not practical for this townhouse development with 17.82 AC of total site acreage. See attached letter

SITE CONDITION APPLICABILITY

(descriptions are in *Policy on Practicability Analysis for Runoff Reduction*)

Please check each applicable item below and confirm the supporting documentation has been included in the submittal for a Determination of Infeasibility.

Site Condition	Supporting Documentation
<input checked="" type="checkbox"/> Soil Infiltration Rate <i>See attached Infiltration Report</i>	Infiltration test(s), Soil Boring Log(s), and Report of results as interpreted by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Water Table	Soil Boring Log(s) and Report with results of the seasonal high-water table assessment as interpreted by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Bedrock	Soil Boring Log(s) and Report with results of the shallow bedrock assessment as interpreted by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Extreme Topography	Site survey showing 50% of the site is steeper than 3:1 slopes as interpreted by a Professional Engineer or Land Surveyor licensed in Georgia AND Stormwater Concept Plan showing the proposed post-development condition will not change from the site survey
<input type="checkbox"/> Karst Topography	Report developed by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Hotspots/ Contamination	Phase I Environmental Assessment Report
<input type="checkbox"/> Historic Resources	Documentation of the NAHRGIS listing OR Report of assessment from a Preservation Professional (including Archaeologist, Architectural Historian, Historian, Historic Preservationist, or Historic Preservation Planner)
<input type="checkbox"/> Site Constraints	Site Plan identifying all development requirements (e.g. zoning side/front setbacks, build-to-lines, stream buffers, floodplains, septic fields) that are creating irreconcilable conflicts with on-site runoff reduction
<input type="checkbox"/> Economic Hardship*	An estimated cost comparison of proposed runoff reduction practices compared to the proposed water quality practices must be included to demonstrate an economic hardship and must show the cost of providing runoff reduction is a minimum of three times greater than the cost of providing water quality practices

* Note: A Determination of Infeasibility cannot be granted solely for economic hardship and must be present with another site condition. Additionally, a Determination of Infeasibility for economic hardship may only be allowed for up to 50% runoff reduction volume.

STORMWATER RUNOFF QUALITY/ REDUCTION SUMMARY


Maximum Practicable Runoff Reduction Volume*: ϕ

Remainder of Volume treated by Water Quality Best Management Practice:

**If any of the stormwater runoff volume generated by the first 1.0" of rainfall cannot be reduced or retained on the site, due to site characteristics or constraints, the remaining volume shall be increased by a multiplier of 1.2 and shall be intercepted and treated in one or more best management practices that provide at least an 80 percent reduction in total suspended solids.*

Full Water Quality Volume of 1.2" is provided through stormwater Pond #1 & Pond #2

Design Professional Printed Name Tip Huynh

Design Professional Signature 

FOR CITY OF LOGANVILLE USE ONLY		
<input checked="" type="checkbox"/>	ENGINEER RECOMMENDED APPROVED	
<input type="checkbox"/>	ENGINEER RECOMMENDED APPROVED WITH CONDITIONS	
<input type="checkbox"/>	ENGINEER RECOMMENDED DENIED	
<input checked="" type="checkbox"/>	STAFF RECOMMENDED APPROVED	
<input type="checkbox"/>	STAFF RECOMMENDED APPROVED WITH CONDITIONS	
<input type="checkbox"/>	STAFF RECOMMENDED DENIED	
Attach supporting documentation if needed for Engineer and Staff Recommendations		
<input type="checkbox"/>	CITY COUNCIL APPROVED	
<input type="checkbox"/>	CITY COUNCIL APPROVED WITH CONDITIONS	
<input type="checkbox"/>	CITY COUNCIL DENIED	
DATE OF CITY COUNCIL MEETING: _____		
Staff Reviewer		
:	_____	_____
	(Print Name)	(Signature) (Date)



A.C.E.
**ALCOVY CONSULTING ENGINEERING
AND ASSOCIATES, LLC.**

August 11, 2022

Mr. Tim Prater
Planning and Development Director
City of Loganville
P.O. Box 39
Loganville, GA 30052

Dear Mr. Prater,

I am writing in response to City Engineer comments #25 pertaining to section 8.9.11.a, runoff reduction requirements. Since this property was previously developed and all storm water conveyance piping and existing wet extended detention facilities have been built and is currently holding water at the bottom, it is not possible to achieve the required runoff reduction requirements per the GSWM. Due to low infiltration rate at the location where flow from the site is collected, Runoff Reduction for the site cannot be achieved. Furthermore, due to the large scale and type of construction of the project, BMPs such as rainwater harvesting, or green roof cannot be practically implemented. Therefore, we are requesting that this requirement be waived, and the city approves our proposed modification to the existing stormwater facilities into stormwater ponds to provide for the water quality requirements in place of the runoff reduction.

Please contact me at 770-466-4002 should you have any questions or concerns.

Sincerely,



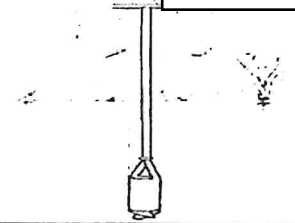
Tip Huynh, P.E.
Principal Engineer

485 Edwards Rd.
Oxford, Georgia 30054
Phone: 770-466-4002
TIPACELLC@GMAIL.COM



EnviroSoil

Soil and Environmental Consultants
 1191 BERRYHILL DR LITHONIA, GA 30058
 PH: 678-815-8970
Envirosoilse@gmail.com



Infiltration tests for Residential/Commercial

Project Address: TOMMY LEE FULLER Project# 22-497

Type of Study or Method: Single Ring for no side wall absorption (porchet method) CHP and Soil Survey Mapping

Land Lot 185 District 4TH

Existing site conditions

The site is located at TOMMY LEE FULLER RD LOGANVILLE, GA

The site has minimal activities, but the project is an existing plat subdivision with existing basin that is requiring an infiltration test under current site conditions.

Infiltration Test A : GPS : 33 49 54.537 / 83 53 48.809 Cut Soil

Infiltration Test B : GPS: 33 49 48.200 / 83 53 54.883 Cut Soil

Infiltration test

Infiltration number	Soil series	Hydrologic Soil Group	Soil Drainage class	Infiltration rate Inches/hour	Green Infrastructure Types	Depth of test
A	CUT-FILL	D	POORLY DRAINED	.12	--	24
B	CUT-FILL	D	POORLY DRAINED	.09	--	24

Joshua Reed, CPSS/CPSC/CPESC
 EnviroSoil
 678-815-8970
 1191 Berryhill drive
 Lithonia, Ga 30058

