CITY COUNCIL
ATLANTA, GEORGIA

04- R-0769

A RESOLUTION BY Councilman Jim Maddox

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARLINGTON-NOTTING HILL, LLC. PROVIDING FOR THE NON-STANDARD LOCATION OF WATER METERS ON PRIVATE PROPERTY LOCATED IN THE CITY OF ATLANTA, GEORGIA, TO WHICH THE CITY PROVIDES WATER SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Arlington-Notting Hill, LLC. ("Arlington") wishes to build 84 residential, townhome units in a subdivision located in the City of Atlanta ("City"); and

WHEREAS, the proposed townhomes would be served with potable water from the City; and

WHEREAS, The City typically requires that water meters be located at the "service connection" location either on City property, in the right-of-way or within an easement or license granted to the City; and

WHEREAS, Section 154-116 of the City's Code of Ordinances regarding the City's water system provides that a "service connection" is the point of water delivery to a premises where the water meter is normally located and where the City's responsibility ends and the water customer's responsibility begins; and

WHEREAS, Arlington proposes to locate eighty-five (85) water meters at locations different than the service connection location, to allow each meter to be located on private property on an individual lot in the Subdivision; and

WHEREAS, it is desirable and in the best interests of the City to enter into an Agreement with Arlington setting forth the terms between the parties concerning the installation of and responsibility for water system infrastructure, including meters, within the Subdivision.

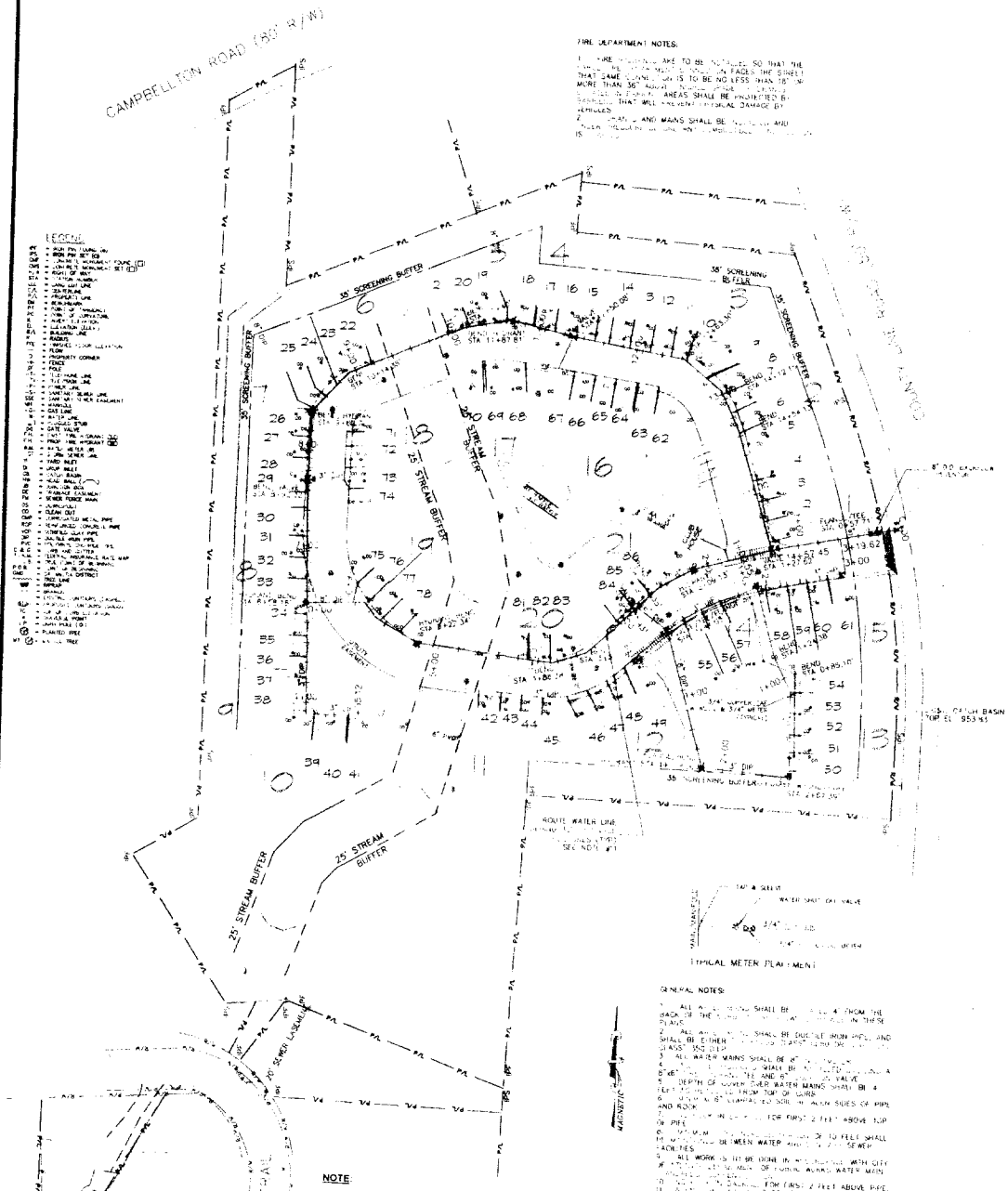
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, THAT, the Mayor is authorized to execute with Arlington an Agreement for the non-standard location of water meters on private property located within the Subdivision.

BE IT FURTHER RESOLVED, that the City Attorney is authorized to prepare an Agreement with Arlington for this transaction, as deemed necessary and appropriate or as required by law.

BE IT FURTHER RESOLVED, that the Agreement will not become binding upon the City and the City will not be liable or obligated under it until it has been duly executed by Arlington, executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Arlington.

A true copy,
Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council May 3, 2004
APPROVED by the Mayor May 11, 2004



FIRE DEPARTMENT NOTES:

1. FIRE [illegible] ARE TO BE [illegible] SO THAT THE [illegible] FACES THE STREET THAT SAME CONNECTION IS TO BE NO LESS THAN 18" OR MORE THAN 36" ABOVE [illegible] AREAS SHALL BE PROTECTED BY [illegible] THAT WILL PREVENT PHYSICAL DAMAGE BY VEHICLES.
2. [illegible] AND MAINS SHALL BE [illegible] AND [illegible]

GENERAL NOTES:

1. ALL [illegible] SHALL BE [illegible] FROM THE BACK OF THE [illegible] IN THESE PLANS.
2. ALL [illegible] SHALL BE DUCTILE IRON PIPE, AND SHALL BE EITHER [illegible] CLASS 350 DIP.
3. ALL WATER MAINS SHALL BE [illegible]
4. [illegible] SHALL BE [illegible] A [illegible] TEE AND [illegible] VALVE.
5. DEPTH OF COVER OVER WATER MAINS SHALL BE 4 FEET [illegible] FROM TOP OF CURB.
6. [illegible] SHALL BE [illegible] SIDES OF PIPE AND ROCK.
7. [illegible] FOR FIRST 2 FEET ABOVE TOP OF PIPE.
8. [illegible] OF 10 FEET SHALL BE [illegible] BETWEEN WATER AND [illegible] SEWER FACILITIES.
9. ALL WORK IS TO BE DONE IN [illegible] WITH CITY OF [illegible] WATER MAIN [illegible]
10. [illegible] FOR FIRST 2 FEET ABOVE PIPE.
11. [illegible] CATCH BASINS, USE 3 JOINTS OF PIPE [illegible] BY [illegible] EACH JOINT. THE [illegible] SHALL BE NO MORE [illegible] PER JOINT. PIPE SHALL CLEAR [illegible] WALL OF CATCH BASIN [illegible]

NOTE:

Item # 1 Developer [illegible] between [illegible] property [illegible] of way.

Item # 2 [illegible] Water and Fire Department [illegible]

Item # 3 Water [illegible] property [illegible] in accordance with [illegible] provided to the City of [illegible]

Item # 4 The home owner [illegible] with [illegible] of the [illegible] between [illegible] property [illegible] of way.

Item # 5 Approval [illegible] and final agreement between the City and the Developer.

Item # 6 Owner [illegible] shall [illegible] a new meter to be [illegible] by the City of Atlanta.

ANCHOR PARTNERS, LLC.

NOTTING HILL AT ARLINGTON
WATER PLAN

DRAWING NO. C5

ENGINEERING SOLUTIONS ASSOCIATES, INC.
P.O. BOX 310270
ATLANTA, GEORGIA 31131

REV.	DATE	DESCRIPTION	DWN BY	CHK BY	APP BY
4	8/25/03	REVISED PER CITY'S COMMENTS	GSD	GSD	GSD
3	7/15/03	REVISED PER FIRE MARSHALL'S COMMENTS	GSD	GSD	GSD
2	9/25/02	ISSUED FOR CONSTRUCTION	GSD	GSD	GSD
1	9/13/01	REVISED PER CITY'S COMMENTS	GSD	GSD	GSD

DATE OF ISSUE 7/28/02 — DWN BY GREGORY S. DYSON — DES BY GREGORY S. DYSON — CHK BY GREGORY S. DYSON — APP BY GREGORY S. DYSON

AGREEMENT

This AGREEMENT ("Agreement") is entered into this ____ day of _____, 2004, between Arlington-Notting Hill, LLC. ("Arlington") a Georgia corporation, and the City of Atlanta ("City"), a Georgia municipal corporation.

BACKGROUND:

Section 154-116 of the City's Code of Ordinances regarding the City's water system provides that a "service connection" is the point of water delivery to a premises where the water meter is normally located and where the City's responsibility ends and the water customer's responsibility begins; and

The City, typically requires that water meters be located at the "service connection" location; and

Arlington is a residential subdivision ("Subdivision") consisting of eighty-four (84) residential units located in Atlanta, Georgia, and in which area water service is provided by the City; and

Arlington proposes to locate eighty-four (84) water meters at locations different than the service connection location, to allow each meter to be located on an individual lot in the Subdivision; and

Accordingly, the City and Arlington agree as follows:

1. **Construction of Water System; Location of Meters.** The water system for the Subdivision will be constructed in accordance with the Plans attached as Exhibit 2. The water system for the Subdivision will contain individual water meters at the locations shown on Exhibit 2. The water meters for the individual properties in the Subdivision will be installed by the City with all costs borne by the individual property owners in accordance with the City's specifications and requirements. The City agrees that each individual water meter will be read by the City or its representatives at the locations set forth on Exhibit 2 for the purposes of rendering bills to each individual property owner for its respective and independent water use. Arlington agrees that, to the extent that the City or its representatives have to enter private property to read any meter, this Agreement constitutes a license and agreement by Arlington that the City or its representatives are authorized to enter such private property and that entry will not constitute a trespass. Arlington agrees to obtain, in writing, from any owner of any residence in the Subdivision, prior to water service to the residence being established, an acknowledgement of the City's or its representatives' license to enter private property to read meters, an acknowledgement of the applicability of the City's Code of Ordinances to the residence with respect to water services provided to it and water infrastructure located within the Subdivision, an acknowledgement that water services provided to the Subdivision are governed, in

addition to the City's Code of Ordinances and applicable law, by this Agreement, an acknowledgment that the water lines between the meter and the residence and between the meter and the Cutoff Valves must be maintained by the resident or Arlington, an appropriate easement in favor of the City for the location of the specific water meter serving the residence and an indemnification agreement indemnifying the City from all damage claims resulting from the installation, maintenance and access to the meter located on private property.

2. **"Service Connection; Infrastructure Responsibilities.** The "service connection" location for the Subdivision will not be located where any water meter is located. Instead, the "service connection" location will be at the point of the water system on the west side of the 8" water line located at the intersection of County Line Road and Notting Hill Circle, as shown on Exhibit 2, so that the City's responsibility for the public portions of the water system includes the Cutoff Valves. Arlington agrees that it is entirely responsible, at its expense, for the construction, operation, maintenance and repair of all water services infrastructure located immediately after the "cutoff valve" and throughout the Subdivision. Further, the City's approval of Exhibit 2 does not encompass an approval that the materials proposed to be installed in the Subdivision in the form of water services infrastructure, except for materials identified on the Exhibit as being installed per City, or County requirements or regulations, are fit or appropriate for their intended use (e.g. non-standard pvc pipe, etc.).

3. **Miscellaneous:**

3.1. **Binding Effect.** This Agreement will inure to the benefit of and be binding upon Arlington and the City, their legal representatives and permitted successors and assigns.

3.2. **Severability.** In the event any provision in this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, that will not effect the remainder of this Agreement, and the remaining provisions of this Agreement will continue in force and effect to the extent as would have been the case had the invalid or unenforceable provisions of this Agreement had never been a part of this Agreement.

3.3. **Applicable Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia.

3.4. **Forum Selection Clause.** The City and Arlington agree that any judicial review of any claim arising under or concerning this Agreement must be brought in Atlanta, Georgia. Accordingly, the parties fix venue and jurisdiction for any claim concerning this Agreement in Atlanta, Georgia.

3.5. **Ethics: Gratuities And Kickbacks.**

3.5.1. **Gratuities and Kickbacks.** The right of Arlington to proceed under this Agreement may be terminated if, after notice and hearing, City determines that Arlington:

3.5.1.1. offered or gave a gratuity or kick-back (e.g. an entertainment, fee, commission, compensation of any kind or gift) to an officer, official, or employee of City; and

3.5.1.2. intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

3.5.2. **Rights and Remedies.** The rights and remedies of City provided in this Clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3.6. **Contingent Fees.** Arlington warrants that it has not employed or retained any company or person, other than a bona fide employee working for it to solicit or secure this Agreement; and that Arlington has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for it, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this warranty, and upon a finding after notice and hearing, City will have the right to terminate this Agreement, and collect from Arlington the full amount of such fee, commission, percentage, gift or consideration.

3.7. **Further Acts.** Arlington agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Agreement.

CITY:

NOTTING HILL AT ARLINGTON, LLC a Georgia limited liability company

_____
MAYOR

_____
Name:_____
Title:_____

ATTEST:

ATTEST:

_____
MUNICIPAL CLERK (Seal)

_____
SECRETARY/ASSISTANT SECRETARY (Seal)

APPROVED:

APPROVED AS TO FORM:

_____
COMMISSIONER, DEPARTMENT OF WATERSHED MANAGEMENT

_____
CITY ATTORNEY

APPROVED:

RECOMMENDED:

_____
CHIEF FINANCIAL OFFICER

_____
DIRECTOR, BUREAU OF PURCHASING AND REAL ESTATE

_____
CHIEF OPERATING OFFICER

CITY COUNCIL
ATLANTA, GEORGIA

04- R-0769

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#24

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(Do Not Write Above This Line)

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ADOPTED BY

MAY 3 2004

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☑ PERSONAL PAPER REFER

Date Referred 4/19/04

Referred To: City Utilities

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred To

Committee	Committee
City Utilities	
Date: April 27, 2004	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side) Other	Action: Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side) Other	Action: Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd Readings

☑ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

CERTIFIED

MAY 3 2004

COUNCIL PRESIDENT PROTEM

CERTIFIED

MAY 6 2004

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

MAY 11 2004

MAYOR