



City of Hogansville
City Council
Regular Meeting Agenda
Monday, October 5, 2026 – 7:00 pm

Meeting will be held at Hogansville City Hall
111 High Street, Hogansville, GA 30230

Mayor: <i>Jake Ayers</i>	2029	City Manager: <i>Lisa E. Kelly</i>
Council Post 1: <i>Michael Taylor, Jr</i>	2029	Assistant City Manager: <i>Oasis Nichols</i>
Council Post 2: <i>Jason Baswell</i>	2029	City Attorney: <i>Alex Dixon</i>
Council Post 3: <i>Mandy Neese *</i>	2027	Chief of Police: <i>Jeffrey Sheppard</i>
Council Post 4: <i>Mark Ayers</i>	2027	City Clerk: <i>LeAnn Lehigh</i>
Council Post 5: <i>Kandis Strickland</i>	2027	* Mayor Pro-Tem

REGULAR MEETING – 7:00pm

1. Call to Order – Mayor Jake Ayers
2. Invocation & Pledge

CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

1. Approval of Agenda: Regular Meeting October 5, 2026
2. Approval of Minutes: Work Session Meeting September 21, 2026
3. Approval of Minutes: Regular Meeting September 21, 2026

CITIZEN APPEARANCES

1. Sara Jenkins to Discuss Parks & Recreation Gym

NEW BUSINESS

1. Preliminary Plat - Blue Creek Industrial Parkway
2. AmWaste Contract
3. Fee Schedule Updates for Development
4. Direction for UDO Text Amendments Regarding Heavy Industrial (HI) Zoning District, Standards & Regulations for Data Center Developments, and Procedures and Requirements Related to Developments of Impact

EXECUTIVE SESSION

1. Litigation Exemption

NEW BUSINESS (Continued)

5. Ante Litem

CITY MANAGER'S REPORT

ASSISTANT CITY MANAGER'S REPORT

CHIEF OF POLICE REPORT

COUNCIL MEMBER REPORTS

1. Council Member Taylor
2. Council Member Baswell
3. Council Member Neese
4. Council Member Ayers
5. Council Member Strickland

MAYOR'S REPORT

ADJOURN

Upcoming Dates & Events

- October 17-18 – 10:00am – 5pm | Hummingbird Festival/Downtown Hogansville
- October 15, 2026 – 6:00 pm | Meeting of the Planning & Zoning Commission at Hogansville City Hall
- October 19, 2026 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- October 27, 2026 – 6:00 pm | Meeting of the Downtown Development Authority at Hogansville City Hall

The Royal Theater Happenings

- Friday, October 2, 2026 – 7:00 pm | MOVIE: A Nightmare on Elm Street
- Saturday, October 3, 2026 – 7:00 pm | MOVIE: Corpse Bride
- Friday, October 9, 2026 – 7:00 pm | MOVIE: Silence of the Lambs
- Friday, October 23, 2026 – 7:00 pm | MOVIE: Halloweentown
- Saturday, October 24, 2026 – 4:00 pm | MOVIE: Monsters, Inc.
- Friday, October 30, 2026 – 7:00 pm | MOVIE: Hocus Pocus
- Saturday, October 31, 2026 – MOVIE: Texas Chainsaw Massacre
- Saturday Night October 31, 2026 – MIDNIGHT: Rocky Horror Picture Show

Purchase tickets online 1937royaltheater.org or call the box office 706-955-4870



MEETING HELD AT HOGANSVILLE CITY HALL
111 HIGH STREET, HOGANSVILLE, GA 30230

**Work Session Meeting
September 21, 2026**

Call to Order: Mayor Jake Ayers called the Work Session to order at 6:05 p.m. Present were Council Members Jason Baswell, Mandy Neese, and Kandis Strickland. Council Member Mark Ayers arrived at 6:16 p.m., and Council Member Michael Taylor, Jr. arrived at 6:22 p.m. Also present were City Manager Lisa E. Kelly, Assistant City Manager Oasis Nichols, City Clerk LeAnn Leigh, Deputy City Clerk Stephanie Savage, City Attorney Alex Dixon, and Assistant Police Chief James Vincent. Police Chief Jeffrey Sheppard was not present at the Work Session meeting.

1) Discussion of UDO Text Amendments Regarding Heavy Industrial (HI) Zoning District, Standards & Regulation for Data Centers Developments, and Procedures and Requirements Related to Developments Impacts

Council continued discussion of the proposed data center ordinance and provided feedback for revisions. Due to the extent of the proposed changes, the ordinance will be returned to the Planning and Zoning Commission for review.

Discussion included requiring a Special Use Permit for heavy industrial uses, 500-foot buffer requirements, noise mitigation, generator testing restrictions, construction hours with no Sunday work, and requirements for construction traffic management plans and surety bonds.

Council also discussed requiring detailed water, wastewater, and electrical capacity information; developer responsibility for necessary infrastructure improvements, including water, wastewater, gas, electrical, roadway, and stormwater; potential use of treated wastewater for cooling; and decommissioning requirements for generators, fuel storage, and related equipment.

Staff will incorporate Council's feedback into a revised ordinance, with an updated draft anticipated by October 5, 2026. The revised ordinance will be submitted to Planning and Zoning for review before returning to Council.

The Work Session concluded at 6:56 p.m.

Respectfully,

A handwritten signature in blue ink that reads "Stephanie Savage".

Stephanie Savage
Deputy City Clerk



Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230

September 21, 2026

PUBLIC HEARING

Mayor Jake Ayers called the Public Hearing to order at 7:02 pm to hear citizen comments on the proposed 2026 millage rate. There were no citizen comments, and the Public Hearing closed at 7:03 pm.

REGULAR MEETING

September 21, 2026

Call to Order: Mayor Jake Ayers called the Regular Meeting to order at 7:03 pm. Present were Mayor Ayers and Council Members Michael Taylor Jr., Jason Baswell, Mandy Neese, Mark Ayers, and Kandis Strickland. Also present were City Manager Lisa E. Kelly, Assistant City Manager Oasis Nichols, City Attorney Alex Dixon, Assistant Police Chief James Vincent, City Clerk LeAnn Lehigh, and Deputy City Clerk Stephanie Savage. Police Chief Jeffrey Sheppard was not present.

An invocation and the Pledge of Allegiance followed.

CONSENT AGENDA

The Consent Agenda consisted of approval of the September 21, 2026 Regular Meeting agenda and the September 8, 2026 Work Session and Regular Meeting minutes.

Motion: Council Member Taylor moved to approve the Consent Agenda. The motion was seconded by Council Member Strickland.

Motion Carries 5-0

NEW BUSINESS

1. 2026 Millage Rate Adoption

Motion: Council Member Neese moved to adopt the 2026 millage rate of 7.950 mills. The motion was seconded by Council Member Taylor.

Motion Carries 5-0

2. AmWaste Contract

Council reviewed the proposed AmWaste sanitation contract, which was initially approved in July. Staff and legal counsel identified several items requiring clarification, including automatic rate increases, early termination provisions, service to newly annexed areas and developments, customer count adjustments, collection procedures, missed pickups, service interruptions, and performance concerns. Council also discussed concerns regarding residents receiving notices of new pickup dates before the contract has been finalized.

A meeting with AmWaste is scheduled for September 23, 2026, to address the outstanding issues. Pending resolution, the final contract is expected to be presented for consideration at the October 5 Council meeting. No action was taken at tonight's Regular Meeting.

3. Direction for UDO Text Amendments

This item was discussed in the Work Session prior to the Regular Meeting. In the Work Session, Council discussed revisions to the proposed data center ordinance and provided direction on several

provisions. The revised ordinance will be returned to the Planning and Zoning Commission for review due to substantive changes.

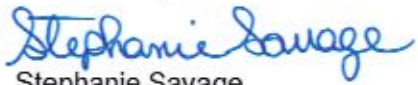
Discussion included requiring a special use permit for heavy industrial projects to provide additional public notice and Council oversight; establishing appropriate buffers for state waters and wetlands; strengthening noise controls for construction, operations, and generator testing; and establishing construction hours and traffic management requirements.

No final action was taken.

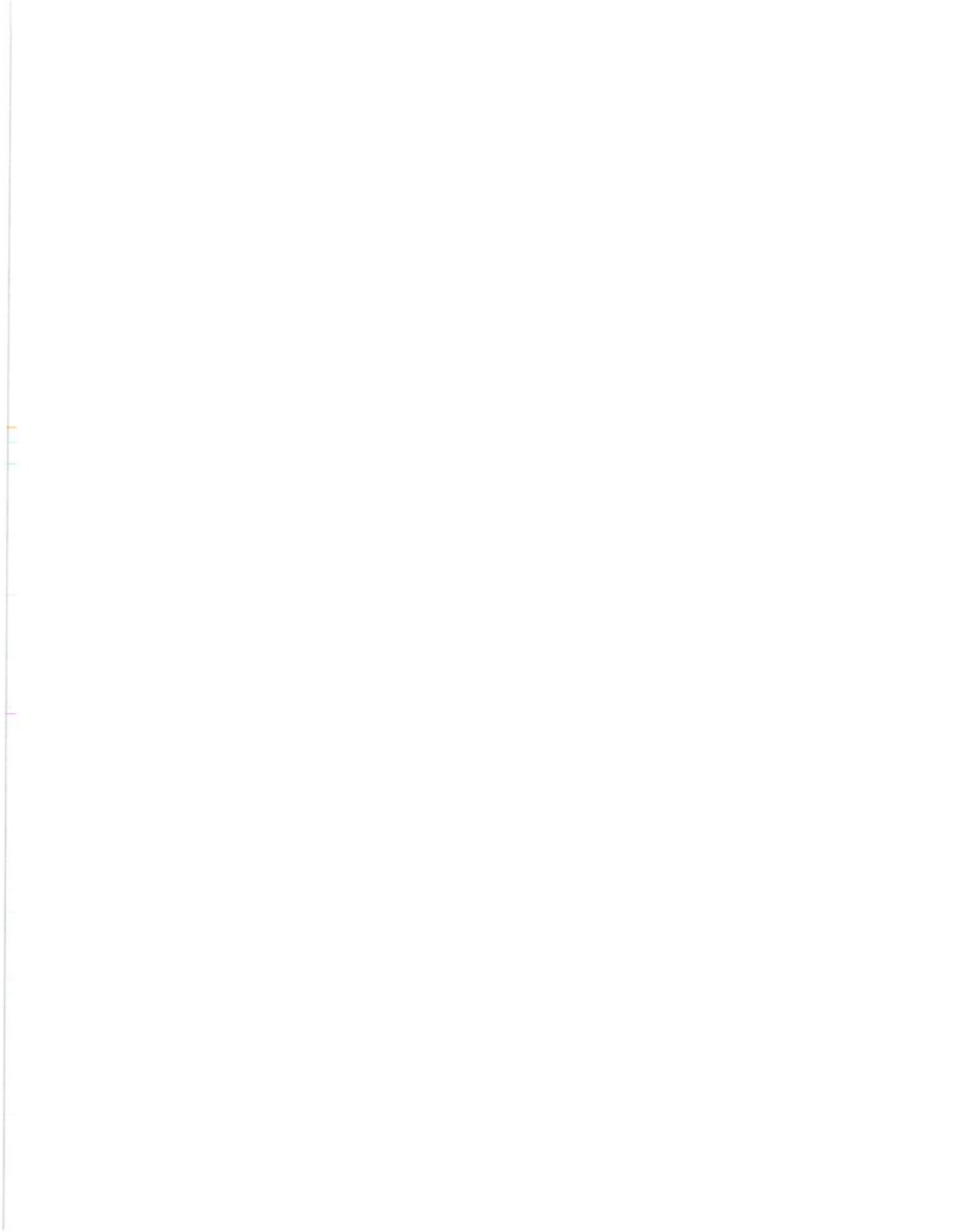
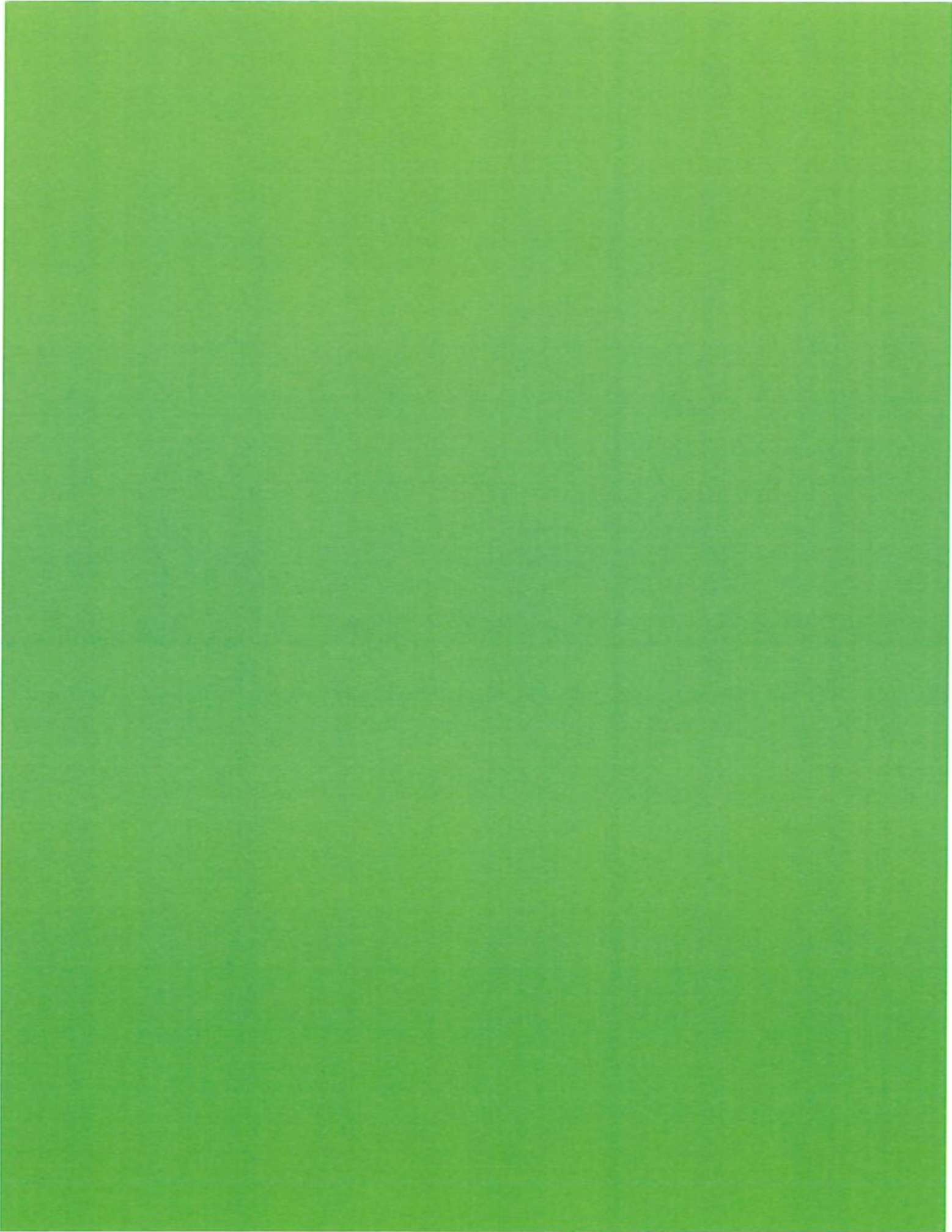
ADJOURNMENT

Council Member Neese moved to adjourn the meeting, and Council Member Mark Ayers seconded. The motion carried 5-0. The meeting adjourned at 7:42 pm.

Respectfully,



Stephanie Savage
Deputy City Clerk



Application Number: PP26-01



City of Hogansville, GA

Application for Preliminary Plat Approval

Required for all proposed projects with 5+ lots or when required

Property Owner Name Blue Creek Developers, LLC

Address of Project
Blue Creek Industrial Parkway, Hogansville GA

Hogansville, GA 30230

Phone 678.251.5046 Email rferry@brentholdings.net

Troup Tax Map No. 0022 000016

Project Name (if applicable) Blue Creek North Preliminary Plat

Site Info:

Zoning: Industrial and CRMX

Property Size: 305.32 ac

of Lots: 4

Utilities:

Water: Public ☒ Private Well ☐

Sewer: Public ☒ Private Septic ☐

Electric: Underground ☒ Will be overhead ☐

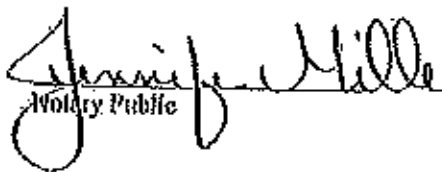
Other: _____

Project Description -- Please be as specific as possible
Preliminary Plat to subdivide 365 acres into 4 tracts.

Nature of any proposed changes since the Concept Plan approval -- Please be as specific as possible.
None

I certify that the foregoing information is true and correct,

this day of 7/24 2028


Notary Public




Applicant's Signature



City of Hogansville, GA
Preliminary Plat Checklist

	By	Date
Application received	DP	07-24
Application accepted	DP	07-24
Scheduled for Planning Commission action	DP	08-07
Planning action taken		
City Council action taken		

City decision

Approved ☐

Denied ☐

Instructions for the Preliminary Plat

☐ Clearly and legibly drawn by a civil engineer, landscape architect, or land surveyor currently registered in the State of Georgia.

☐ Drawn at a scale of not more than 100 feet to one (1) inch

☐ (3) 24x36 hard copies and (1) electronic pdf

☐ Ground elevations by contours at intervals of not more than two (2) feet, based on a datum plane as approved by the Building Official.

Information to be provided on Preliminary Plat:

- ☐ Name and address of owner of record and of subdivider.
- ☐ Developer Name and Addresses.
- ☐ Project Surveyor/Engineer Name and Addresses.
- ☐ Proposed name of subdivision.
- ☐ North point, graphic scale and date.
- ☐ Vicinity map showing location.
- ☐ Acreage of the subdivision.
- ☐ Tax map, block, and parcel number.
- ☐ Exact boundary lines of the tract by lengths and bearings.
- ☐ Lot Numbers (based on projected development order).
- ☐ Building Setback Lines.
- ☐ Names of owners of record of adjoining land.
- ☐ Existing streets and utilities on and adjacent to the tract.
- ☐ Proposed layout including streets and alleys with proposed street names, right-of-way and pavement widths, lot lines with approximate dimensions, easements, land to be reserved or dedicated for public uses, and any land to be used for purposes other than single-family dwellings.
- ☐ Locations of existing and proposed water supply, sanitary sewerage, and storm drainage lines and structures.
- ☐ Such street cross-sections and center line profiles as may be required by the City Engineer.
- ☐ Acreage in Street Right-of-Ways.
- ☐ Lineal Feet of Streets.
- ☐ Show all pedestrian oriented features including but not limited to: sidewalks, crosswalks and ramps.
- ☐ Lineal Feet of Sidewalks.
- ☐ Required Streetlights.
- ☐ Acreage in Single-Family Lots.
- ☐ Acreage in Other Land Uses.
- ☐ Average Lot Size.
- ☐ Location of Watercourses and applicable stream buffers.
- ☐ Location of Floodplain Areas and Floodway Elevations.
- ☐ Floodplain Note, referenced to FEMA.
- ☐ Minimum Floor Elevation (show for each lot within a flood plain).
- ☐ General Location of any Proposed Structural Stormwater Management Facilities.
- ☐ Ponds, Marshes, wetlands and all other Significant Natural or Man-Made Features.
- ☐ Location of Street Lights.
- ☐ Preliminary Tree Management Plan.
- ☐ Preliminary plat conditions (ensure flock cameras will be installed)
- ☐ Demonstration of HOA responsibility for maintenance of lawns, open spaces, sidewalks, streetlights, and all infrastructure



Owner Authorization Form

City of Hogansville

This is a written request from (property owner name): Blue Creek Developers LLC, the legal owner of Property (address): 7008 E. Hwy 65 North, Hogansville, Troup County, Georgia; Troup County Tax Parcel Number 0022000016

At this time, we are requesting that the said property be taken into consideration for Premium Plot

Esta es una petición escrita de (nombre del dueño) _____, el dueño legal de la Propiedad (dirección): _____, Hogansville, Condado de Troup, Georgia; El Número de Parcela Fiscal _____

En este momento, estamos pidiendo que se considere la propiedad para esto: _____

[Signature]
Property Owner Signature/Firma del dueño

7/24/26
Date/Fecha:

[Signature]
Notary Public





Parcel ID	0022000016	Owner	BLUE CREEK DEVELOPERS LLC	Last 2 Sales			
Class Code	Residential		9000 HIGHWAY 16	Date	Price	Reason	Qual
Taxing District	18-HOGANSVILLE		SENOIA, GA 30276	12/15/2023		QC	U
City	HOGANSVILLE	Physical Address	2134 BLUE CREEK RD	12/15/2022	\$8070220	M	U
Acres	365.32	Assessed Value	Value \$9133000				
		Land Value	Value \$9133000				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 9/7/2026
Last Data Uploaded: 8/6/2026 11:03:15 PM

Developed by **SCHNEIDER**
GEOGRAPHICAL

AREA SUMMARY:
TRAC 1 = 51.01 AC.
TRAC 2 = 110.00 AC.
TRAC 3 = 81.77 AC.
TRAC 4 = 28.38 AC.
NET DEDICATION (ELITE CYCLE AND STATION HIGHWAY) = 216 AC.
NET DEDICATION (COURTNEY LANE ROAD) = 0.37 AC.
TOTAL AREA = 362.41 AC.

LAND LOTS 68, 69, 70, 91, 92, 100 & 101

11th DISTRICT
TROUP & MERIWETHER COUNTY, GEORGIA
CITY OF HOGANSVILLE
TP# 0022 000016

OWNER/DEVELOPER:
BLUM KAZEM DEVELOPERS, LLC
300 EAST HIGHWAY 19
SEVEN, GEORGIA 30135
770-461-0128

NOTES:

1. THE LOCATION OF THE DATA IS A SUB-PROCESS OF THE LOCATION OF THE COORDINATE SYSTEM.
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TABLE 1		
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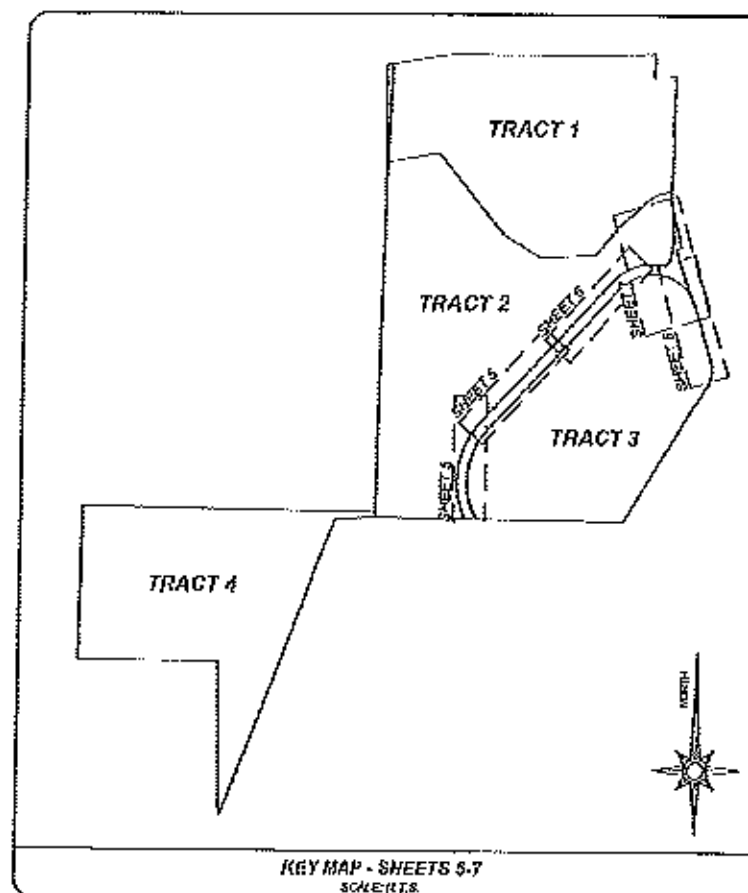
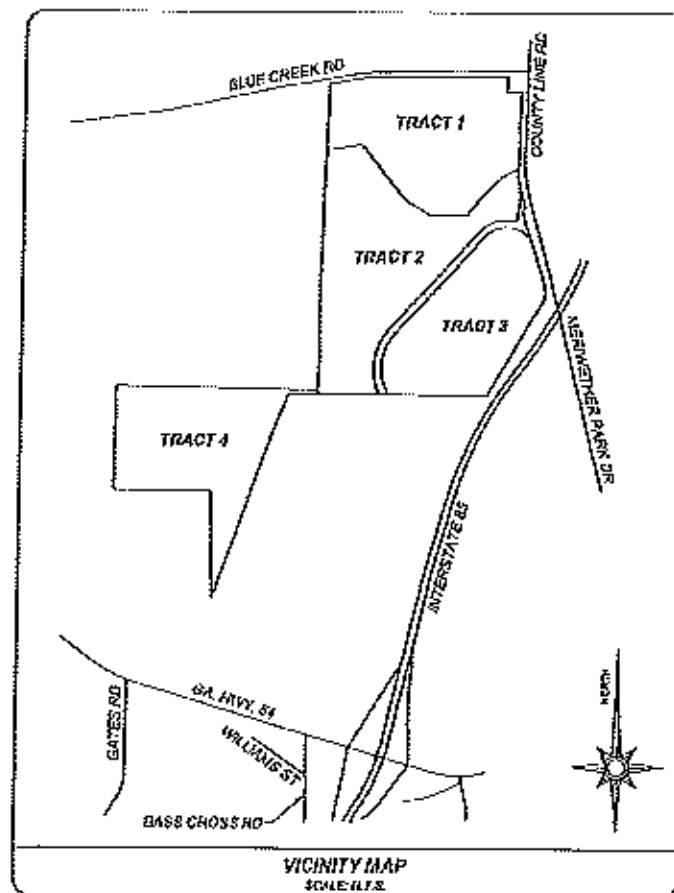
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4. 2016年12月31日，甲公司“应付账款”科目所属各明细科目期末贷方余额如下：“应付账款——A公司”100000元，“应付账款——B公司”200000元，“应付账款——C公司”300000元，“应付账款——D公司”400000元，“应付账款——E公司”500000元，“应付账款——F公司”600000元，“应付账款——G公司”700000元，“应付账款——H公司”800000元，“应付账款——I公司”900000元，“应付账款——J公司”1000000元。

[illegible]

SIDEYAR PHONE:
 1-800-451-1111



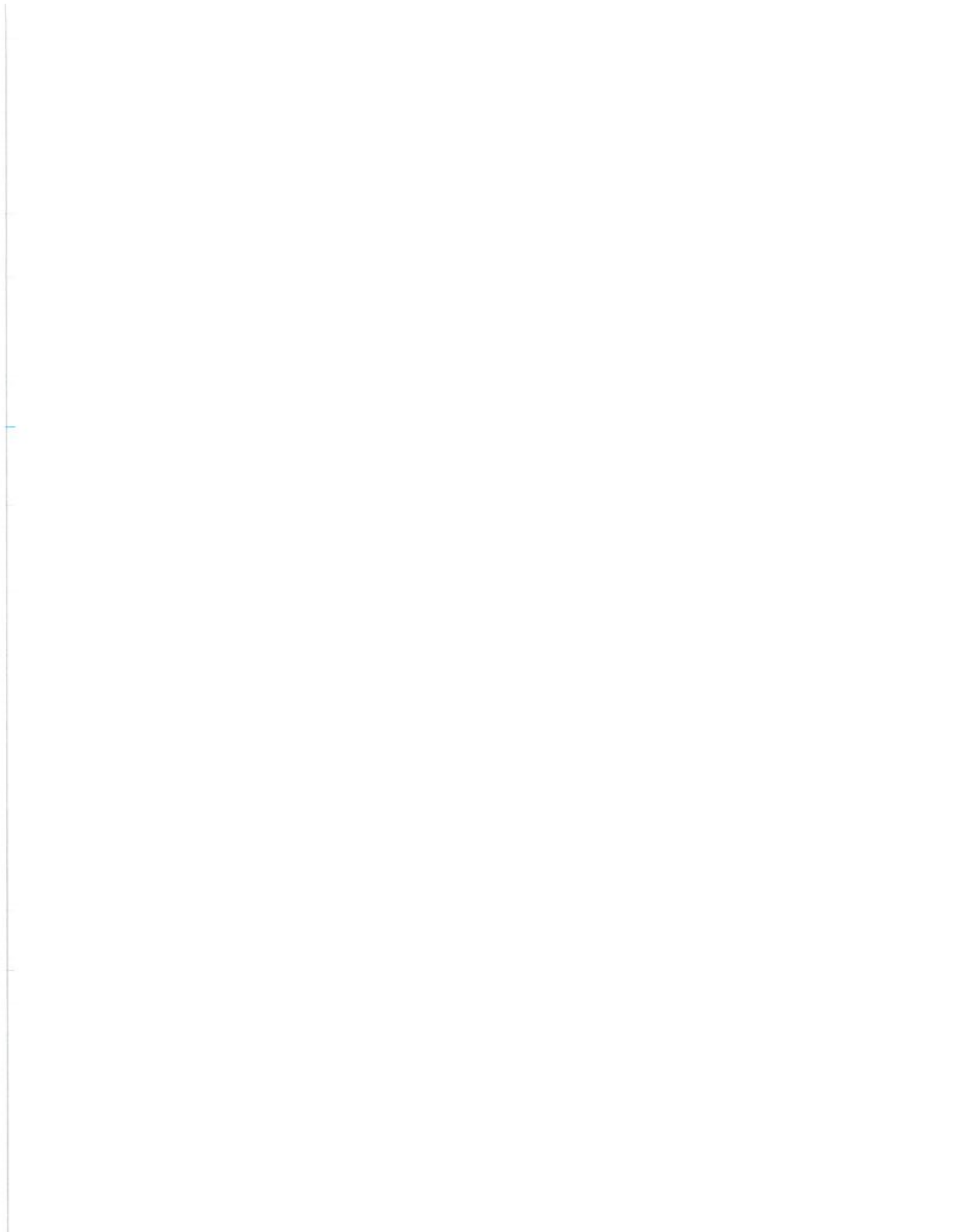
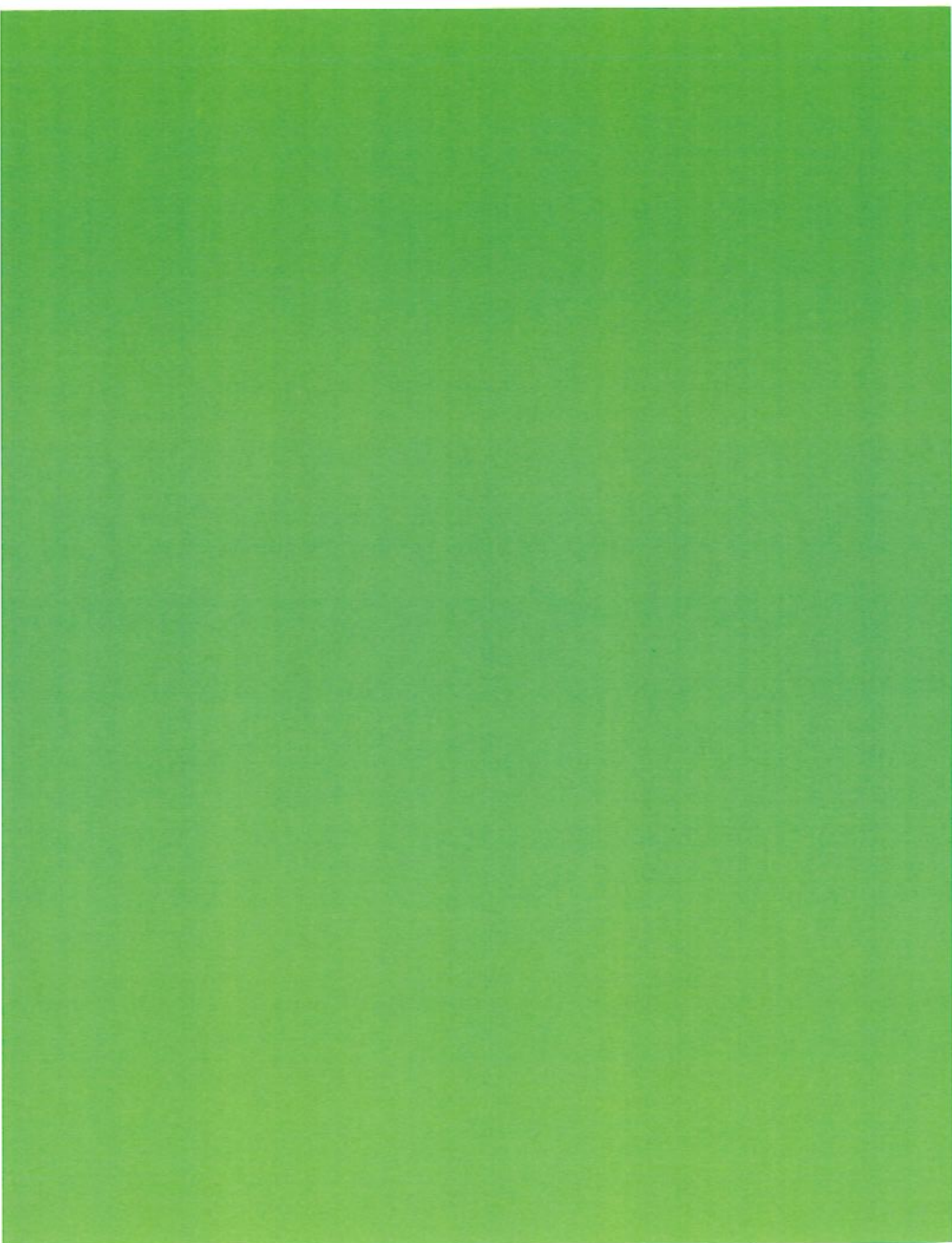
PREPARED BY

W. LUKH SUTTLES, RLS

ATTACHING PAGES
00721204-0011[illegible]


3537
12-2-53
by
date

DATE: 12/20/2011	ISSUE		
DRAWING: ENSR	No.	DESCRIPTION	DATE
CHECKED: WLS	R-1	CITY COMMENTS	9/18/2011
CITY: HOGANSVILLE			
SHEET: 1 of 1			
PROJECT: BLUE CREEK PRELIMINARY			





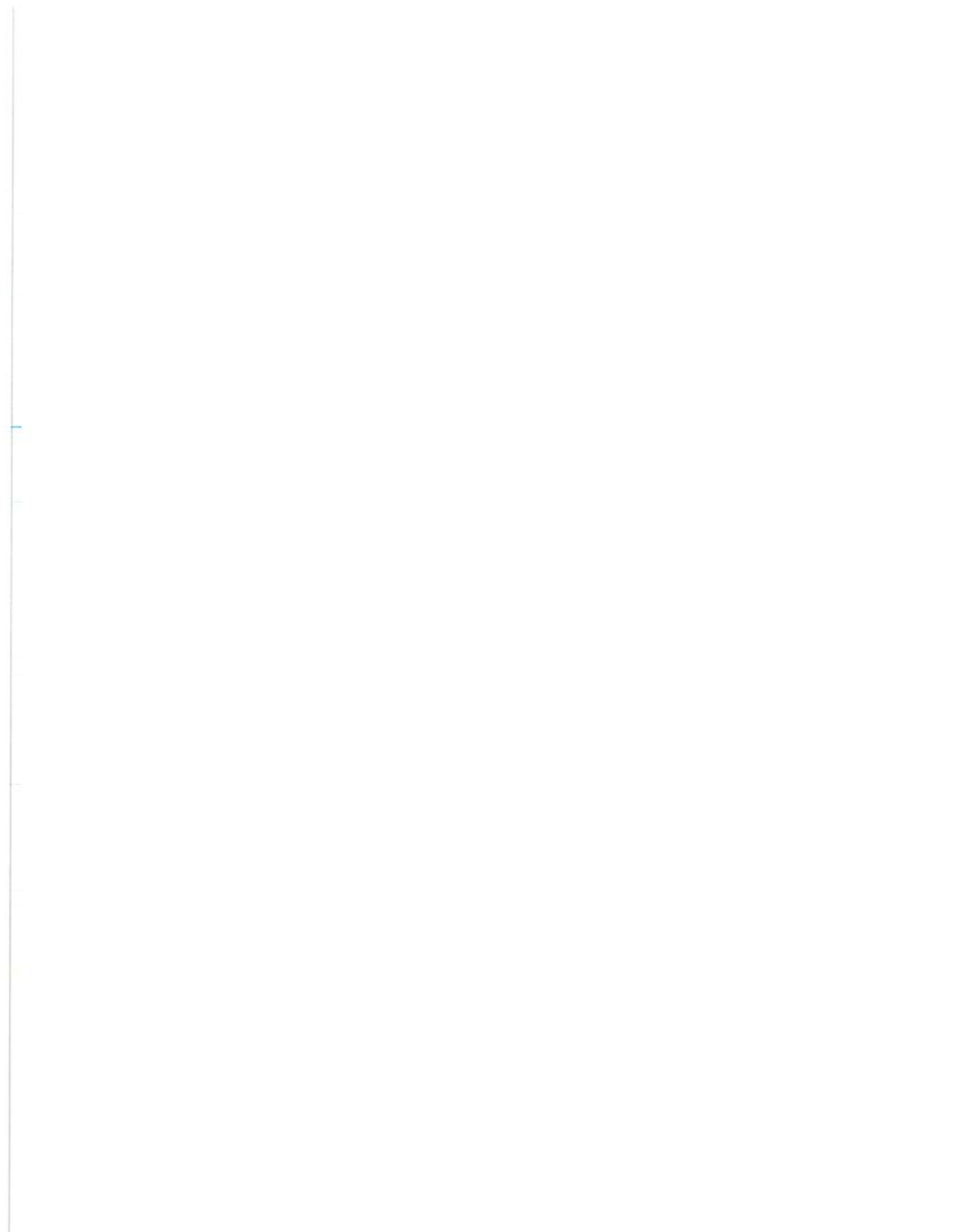
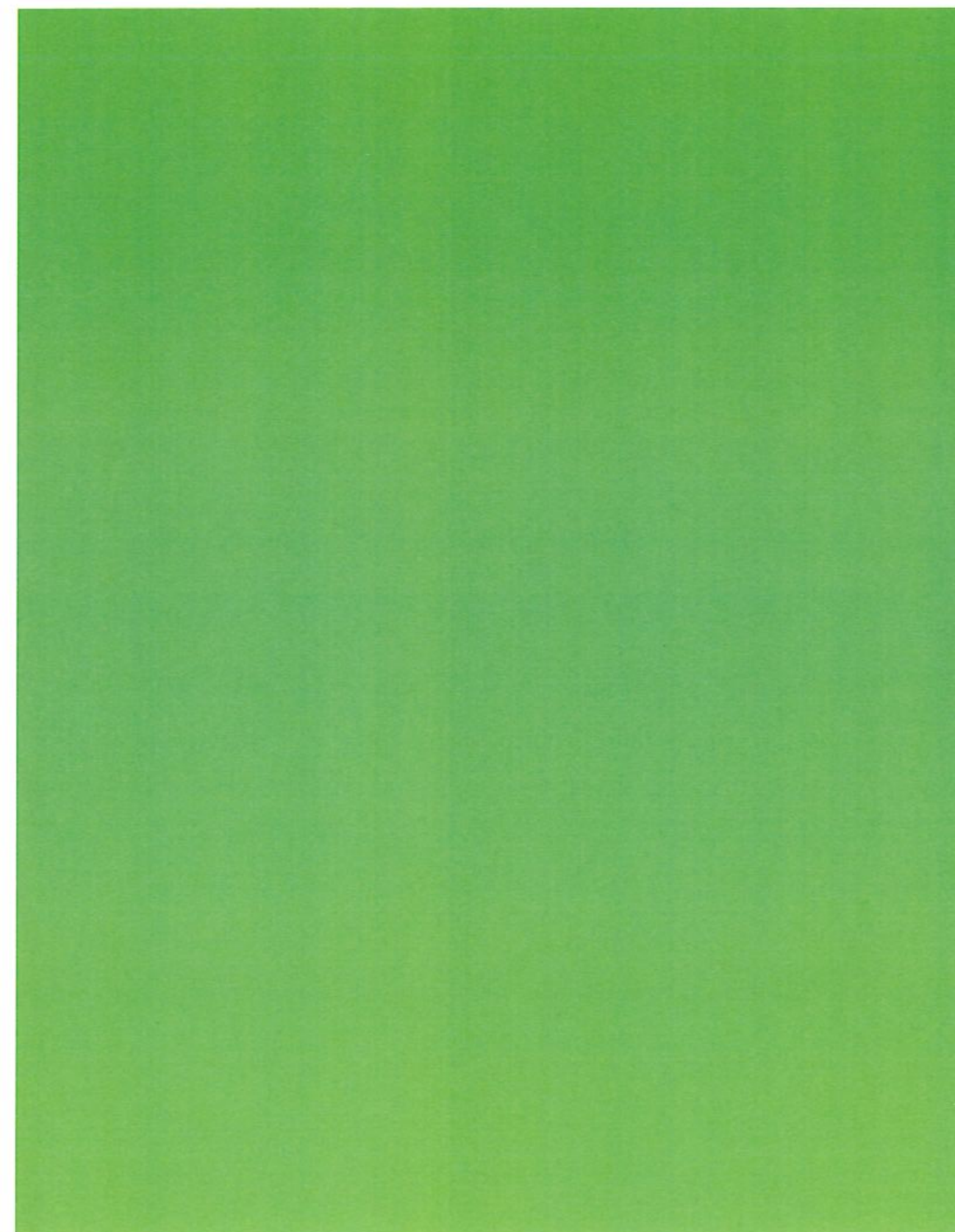
Name: Sara Jenkins Phone: (706) 957-3370

Question/Issue you wish to discuss: Gym on Sundays (follow up)

What was the response from such discussion(s)? "We will check & get an update."

What is the resolution you seek? Gym remaining open on Sunday
without having to pay a fee

Approved by the Mayor: _____ Date:



**CONTRACT TO PROVIDE RESIDENTIAL
SOLID WASTE COLLECTION & DISPOSAL SERVICES**

THIS CONTRACT (the "Contract") is made and entered into this ____ day of September, 2026 by and between City of Hogansville, Georgia (the "City") and Amwaste of Georgia, LLC (the "Contractor").

WITNESSETH:

WHEREAS, the City recognizes and desires that provisions be made for the regular and efficient collection of residential garbage within its corporate limits; and,

WHEREAS, the City desires to continue to use Contractor to perform garbage collection services within the unincorporated areas of the City; and,

WHEREAS, the City desires to execute a contract granting Contractor the exclusive right to collect residential garbage within its unincorporated limits for a monthly fee to be paid by the City to the Contractor as provided herein,

NOW, THEREFORE, considering this, and for other good and valuable consideration that each party acknowledges it received from the other, and in consideration of the promises, agreements and covenants herein made and set out, the City promises, agrees and covenants with the Contractor as follows:

1.0 Definitions

The following terms shall have the meanings provided below, or, if applicable, as otherwise provided in the Contract Documents. Any terms defined in this Contract and the Contract Documents shall be defined as provided in this Contract.

- 1.01 "Bags" – Standard size plastic sacks designed to store household Garbage with sufficient wall strength to maintain physical integrity when lifted by the top. BAGS SHALL BE TIED AND THE TOTAL WEIGHT OF A BAG AND ITS CONTENTS SHALL NOT EXCEED 35 LBS.

- 1.02 “Bulk Waste” – Items whose large size or weight precludes or complicates normal handling or collection. Examples include typical household furniture, wood, wood fencing, and other bulky waste materials.
- 1.03 “Carts” – Ninety-six (96) gallon roll-out containers (uniform in color and body) constructed of plastic or fiberglass with handles of adequate strength for lifting and having a tight-fitting lid capable of preventing rainwater from entering the container and access by rodents or similar animals. All carts shall remain the property of Contractor. Contractor will be responsible for repairing or replacing damaged carts. Contractor is responsible for delivering carts to new customers. Within the first Contract Year, Contractor shall provide new carts to each Residential Unit to replace the current C&C carts. Contractor shall complete standard Cart swaps within five (5) days after receipt of a request. Replacement of a Cart that falls into a collection vehicle or is otherwise removed during collection, leaving the customer without a Cart, shall take priority over standard Cart swaps and shall be completed as soon as practicable.
- 1.04 “Commercial Solid Waste” – All Garbage generated at a Commercial Unit that is eligible for weekly pick up by Contractor in three or fewer Carts. Businesses requiring more service must use commercial container services.
- 1.05 “Commercial Unit” – All premises, locations, or entities, public or private, within the City (other than Residential Units) eligible for once-per-week Commercial Solid Waste collection in Carts.
- 1.06 “Construction Debris” – Waste building materials from construction, remodeling, home renovation, repair, or demolition operations.
- 1.07 “Contract” – Defined in the preamble to this Contract.
- 1.08 “Contract Date” – October 1, 2026, the anticipated date that Contract service shall commence.
- 1.09 “Contract Documents” – The Request for Proposals, Instruction to Bidders, Contractor’s Proposal, General Specifications, and any Addenda or changes to the foregoing documents agreed to by the City and Contractor.
- 1.10 “Contract Term” – The term of the final contract shall be for three (3) years. Service shall commence on October 1, 2026, and shall end on September 30, 2029, unless extended or terminated sooner in accordance with the terms of the Agreement. The Contract shall automatically renew for up to two (2) additional one-year terms unless terminated by either party upon ninety (90) days written notice (“Renewal Term”). The City and Contractor shall jointly conduct an annual contract/service review during the Contract Term and any Renewal Term.
- 1.11 “Contract Year” – Each calendar year during the Contract Term, with the first such year beginning on the Contract Date.

- 1.12 "Contractor" – Defined in the preamble to this Contract, the company chosen by the City to be the sole collector of Residential Solid Waste in the City.
- 1.13 "City" – Defined in the preamble to this Contract.
- 1.14 "Dead Animals" – Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.15 "Disasters" – Defined in Contract Section 2.4.
- 1.16 "Disposal Site" – A subtitle D landfill permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse and dead animals for processing or final disposal.
- 1.17 "Garbage" – Any household solid waste material defined herein as Residential Solid Waste except (in all cases) any Prohibited Waste.
- 1.18 "Hazardous Waste" Any waste or other item defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency or by federal or state law. For purposes of this contract, the term Hazardous Waste also includes motor oil, batteries, gasoline, paint cans, rubber or other types of tires, and any household chemicals or containers of such chemicals.
- 1.19 "Infectious Medical Waste" – Solid or liquid waste that may contain pathogens such that exposure could result in an infectious disease. Such waste may include, but it not limited to, cultures and stocks of infectious agents, blood and blood products, pathological waste, contaminated carcasses, body parts and bedding of animals exposed to pathogens or used in medical research, all discarded sharps (e.g., hypodermic needles, syringes, pipettes, broken glass, and scalpel blades), and other waste deemed infectious by its generator (or so classified by the Georgia Department of Public Health or similar federal agency).
- 1.20 "Producer" – An occupant of a Residential Unit.
- 1.21 "Prohibited Waste" – All Dead Animals, Construction Debris, Rubbish, Bulk Waste, Hazardous Waste, Infectious Medical Waste, Special Waste, Stable Matter, Yard Waste, or any other item not defined as Garbage.
- 1.22 "Residential Solid Waste" – All Garbage generated by a Producer and placed in Bags in the supplied Carts.
- 1.23 "Residential Recyclable Materials" - Recyclable Material include paper, cardboard, consumable plastics (i.e. milk jugs; but not items like water hoses that contain other material), and glass. Recyclables covered hereunder do not include hazardous waste, items contaminated with food waste, Garbage, Solid Waste, yard debris, bulk items (i.e. those items that must be disposed of at the Landfill).

- 1.24 "Residential Unit" – A dwelling within the political subdivision of the City occupied by a person or group of persons comprising not more than two families. Also, a condominium or apartment dwelling within the City limits, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a separate Residential Unit. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 1.24 "Special Waste" – Special Waste is a form of Prohibited Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- waste iron from a commercial or industrial activity;
 - waste generated by an industrial process or a pollution control process;
 - waste which may contain free liquids;
 - waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA").
- 1.25 "Stable Matter" -- All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.26 "Yard Waste" - Any cuttings or trimmings from trees, shrubs, or lawns and similar yard waste materials, excluding tree limbs.

2.0 Scope of Work

The work under this Contract shall consist of the items contained in this Section 2.0, including provision by Contractor of all supervision, materials, equipment, labor, and other items necessary to complete that work in accordance with the terms thereof.

- 2.1 Basic Service: The follow service and parameters shall constitute "Basic Service" herein.

- A. *Curbside Solid Waste Collection Service:* Contractor shall provide curbside Cart collection services for the collection of Residential Solid Waste from each Residential Unit, one (1) time per week. Carts shall be placed at curbside by 6:30 a.m. on the designated collection day. Bag collection (i.e., Bags outside of Carts) is not included in this Contract. ~~Missed service shall be recovered within 24 business hours after notice to the Company by the City. If the recovery deadline falls on a weekend or holiday, the deadline shall be the following business day.~~ Missed service shall be recovered as provided in Section 3.4.
- (1) Cart Location and Specifications: Each Cart shall be placed at curbside for collection. Curbside refers to the "Curb" that is the portion of right-of-way adjacent to paved or traveled public roadways (including alleys) along established mail routes. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any Cart not so placed or any Garbage not in a Cart.
- (2) Items Excluded From Collection: ~~Except as provided in Section 2.1(C).~~ Contractor is not required to collect any Rubbish, Hazardous Waste, Infectious Medical Waste, Dead Animals, Construction Debris, Stable Matter, Yard Waste, or other Prohibited Waste including, but not limited to liquid paint, appliances, heavy furniture, regulated medical waste, trees, brush, construction and demolition material, dirt, rock, concrete, brick, any waste not defined as Municipal Solid Waste herein, or any other waste which cannot lawfully be disposed of at a Subtitle D landfill without special treatment or handling; nor shall the Company be required to collect, transport, dispose of or otherwise handle any Municipal Solid Waste that is mixed with any of the foregoing excluded wastes.
- B. *Mandatory Backdoor Service:* The Company will provide backdoor or on-premises service at the same current rate as curbside pick-up for Residential Units that are currently served by backdoor or on-premise service or where such service is not otherwise mandated or required by covenants or restrictions applicable to said property (provided further that all residents of such dwelling are disabled or physically unable to place their garbage at curbside per ADA considerations as stated in RFP). Such customers shall store garbage in Carts. ~~There are currently — residents that receive backdoor service.~~ There are currently ten (10) residents that receive backdoor service. The number of residents receiving backdoor service may increase during the Contract Term as additional residents are approved by the City in accordance with this Section. All requests for this service shall be made to the City who shall inspect and certify to the Company the name

and address of each customer so certified by the City. Each request for backdoor service shall be accompanied by a doctor's note provided to the City; however, approval of any request shall remain at the City's sole discretion. Eligibility for backdoor service shall be reviewed annually by the City, and the City shall notify the Company of any customer who is no longer eligible.

- C. *Bulk Waste & Yard Waste:* The Company shall provide weekly Bulk Waste & Yard Waste collection services from the curb of each Residential Unit. Bulk Waste collection shall include household items, furniture, clothing, and appliances (except stoves and refrigerators). Yard Waste shall not exceed a maximum size of five (5) feet in length by five (5) inches in width. Each Residential Unit may dispose of up to two (2) mattresses per Contract Year at no additional charge. 5' x 5" is not what is currently in place and is very limited. 5' x 5' would be acceptable if a specific requirement needs to be placed on it.

2.2 Rates — Basic Service:

- A. Service rates shall be \$21.01 per month for the Basic Service provided above for Residential Solid Waste Service of one (1) Cart per Residential Unit and the weekly collection of Bulk Waste & Yard Waste. Each additional Cart shall be \$15.00 per month, up to a limit of three (3) Carts per Residential Unit.
- B. Contractor reserves the right to negotiate with residents for additional services not specifically addressed in this Agreement, including but not limited to elective backdoor service, or commercial-sized dumpsters, roll off containers, etc. that are not available through use of the Carts provided to each Residential Unit, on agreed-upon pricing for such additional service.
- C. *Rate Adjustments.* Subject to Section 6, the service rates payable to the Contractor ~~for the second and subsequent years of the term or terms hereof shall be adjusted to reflect changes in the cost of doing business, shall remain fixed during the initial three (3) year Contract Term. Following the initial three (3) year Contract Term, any proposed rate adjustment may be presented by Contractor and discussed by the parties as part of the annual contract/service review provided in Section 1.10 which adjustment shall become automatically effective on the first day following the annual anniversary of the service commencement date.~~

2.3 Residential Recycling Service: The Company shall provide three (3) roll off dumpsters at a location chosen by the City for collection of Residential Recyclable

Materials. The Company shall collect and haul the Residential Recyclable Materials to a facility authorized to collect such material as selected by the Company. Service shall be provide on an on-call basis when requested by the City at a rate equal to \$125 per container per haul for cardboard and plastic material, and glass will be hauled at no charge to the City.

- 2.4 Storms and Other Disasters: The work under this Contract does not include the collection and disposal of any increased volume resulting from storms, other inclement weather, or Acts of God, such as floods, hurricanes, or other natural disasters (“Disasters”). The parties understand and agree that, in the event of a storm, other inclement weather, or any unforeseen event resulting in excessive amounts of storm debris (including materials that might otherwise be classified as Yard Waste) or other similar materials, the collection and disposal of such materials must be governed by a separate, written agreement to be negotiated by the parties. Following any such Disasters, the City and Contractor will negotiate the payment to be made to Contractor for any collection services for such increased volume. Further, if the City and Contractor reach such agreement then the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.
- 2.5 Newly Developed and Annexed Areas: The Company will, within thirty (30) days of receipt of written notification by the City, provide the Services at the same frequency and quality required by this Contract to newly annexed areas. As vacant areas within the existing Service Area are developed and occupied, the Company shall, after proper notification from the City, provide the Services as required by this Contract on the next scheduled day of collection following notification.
- 2.6 CountyCity Solid Waste Collection Services: The Contractor shall provide Solid Waste collection services for CountyCity facilities. The Rates and Service for each CountyCity Facility are provided below:

	Site Name	Site Address	Service	Rate
1	CEMETARY	111 HIGH ST	(1) 8YD 1X PER WK	No Charge
2	WATER TREATMENT PLANT	624 W MAIN ST	(1) 4YD 1X PER WK	No Charge
3	WATER TREATMENT PLANT	624 W MAIN ST	(1) 2YD 1X PER WK	No Charge
4	CITY OF HOGANSVILLE	108 HIGHTOWER RD	30YD RO 1X EOW	Dump & Return - \$150.00
				Trip Charge - \$75.00

				C&D (TONS) - \$42.00 per ton
				MSW (Trash) - \$42.00 per ton
5	MAINTENANCE DEPARTMENT	117 LINCOLN ST	30YD RO 1X EOW	Dump & Return - \$150.00
				Trip Charge - \$75.00
				C&D (TONS) - \$42.00 per ton
				MSW (Trash) - \$42.00 per ton
6	POLICE DEPARTMENT	119 LINCOLN ST	(1) 8YD 1X PER WK	No Charge
7	POLICE DEPT	117 LINCOLN ST	30YD RO 1X EOW	Dump & Return - \$150.00
				Trip Charge - \$75.00
				C&D (TONS) - \$42.00 per ton
				MSW (Trash) - \$42.00 per ton

3.0 Exclusivity

- 3.1 Exclusive Right: The City grants to Contractor the exclusive right to collect all Residential Solid Waste, Bulk Waste, and Residential Recyclable Material generated by Residential Units located within the City boundaries.
- 3.2 Start Up: Prio to commencement of the Basic Services, the City shall provide Contractor with information needed to service residents at the curbside or backdoor (*if applicable*). At the start of the Contract the Contractor shall provide the City with a map showing a detailed schedule of pickup for each applicable unit.
- 3.3 Number of Pickups: The Contractor shall pick up Residential Solid Waste and Bulk Waste from each Residential Unit one (1) day per week. Pickups shall take place Monday through Friday unless affected by holidays or unavoidable Disasters.
- 3.4 Missed Collections: Contractor shall complete any missed collection within twenty-four (24) business hours after the missed collection is reported to Contractor. For purposes of this Section, business hours shall run only on business days (Monday through Friday, excluding the holidays recognized in Section 5.3). By way of example, if a missed collection is reported on a Friday at 3:00 p.m., the missed collection shall be completed no later than 3:00 p.m. on the following Monday.

4.0 Payment to Contractor

- 4.1 Monthly Billing: City is responsible for billing and collections under this Contract.
- 4.2 Payment Due Date: City shall pay the Contractor within 30 days of the end of the month service was provided as stated on an invoice to be sent to the City each month. Any billing discrepancies shall be submitted in writing by the City to Contractor within thirty (30) days of the invoice date.
- 4.3 Service Interruption. Continued failure to make full payment by the payment due date for no fault of Contractor may result in interruption of service until payment is made, upon 30 days written notice to the City of such temporary interruption of service. ~~Contractor may charge the City \$5.00 per cart for both pick up and re-delivery, if applicable, of Carts upon cancellation or suspension of service for non-payment to the City by the residents.~~

5.0 Service Specifications

- 5.1 Routes. ~~Residential Solid Waste routes are only required on City-maintained roads. Collection services shall only be provided on City-owned or City-maintained roads and streets.~~ Any private road or driveway pick up is discouraged. Any private property damage from such actions shall be the liability of the Contractor. ~~All residents living off City-maintained roads must bring their Residential Solid Waste to the road. Customers located on privately owned roads may be required to bring their Carts to the nearest City-owned or City-maintained street for collection,~~ unless arrangements have been made by the resident with the Contractor to use private or alternative routes agreeable to both parties.
- 5.2 Pick Up Times. Contractor must conduct waste collection no earlier than 6:30 a.m. and no later than ~~9:00~~ 7:00 p.m. Monday through Friday, and Saturday during holiday weeks. Under special emergency circumstances weekend or after hours pick up may be authorized by the City.
- 5.3 Holidays. Recognized holidays for which service may be delayed include:

New Year's Day	Memorial Day	Independence Day	MLK Day
Labor Day	Thanksgiving Day	Christmas Day	

Holidays that fall on a scheduled route day will be serviced the following day. During holiday weeks, service days following the holiday will be serviced one day later, or "rolled" to the next day. For example: Memorial Day is recognized on a Monday every year. That Monday service day will be serviced on Tuesday. That week's remaining service days will be rolled forward one day with Tuesday being serviced on Wednesday, Wednesday on Thursday, Thursday on Friday, and Friday on Saturday. This schedule will be consistent for all holiday weeks. Holidays that

fall on a weekend will not affect the service schedule. Contractor may make up holidays with Saturday pick up.

- 5.4 Communication: The Contractor shall maintain adequate customer service personnel to answer calls from customers regarding possible missed pickups or other potential problems. Contractor shall provide to all customers a local or toll-free telephone number available for such calls, and be available to answer calls Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.
- 5.5 Collection of Material: Material to be collected by Contractor must be placed at the point of collection before 6:30 a.m. on the scheduled service day.
- 5.6 Equipment: Equipment to be used in the collection of residential garbage shall be in such condition that the schedule of collection can be maintained to the satisfaction of the City or its designee. The type of equipment utilized shall be in the discretion of the Company as appropriate for its intended use. In this case, the Contractor intends on using ASL equipment for curbside collection of Residential Solid Waste. Ingress and egress on City streets and resident driveways and property shall be suitable to support the weight and size of the trucks and equipment used by Contractor to provide the collection services either at the curb or backdoor service all as contemplated herein. Residents obtaining backdoor service, if any, shall waive and release any claims against the City or Contractor for alleged damage due to Contractor's equipment when they sign up for backdoor service with the City, unless such damage is caused by the negligent or willful acts of Contractor.
- 5.7 Workmen's Compensation: Workmen's Compensation Insurance coverage in compliance with Georgia law and Social Security Acts, as amended, is deemed a required part of this contract.
- 5.8 Licenses and Permits: The Contractor shall obtain and maintain all licenses and permits required by the City and the State of Georgia during the Contract Term.
- 5.9 Nondiscrimination: The Contractor shall have and enforce a nondiscrimination policy with regards to race, sex, age, creed, color, religion or national origin. A copy of said policy shall be available for inspection upon request by the City.
- 5.10 Indemnification and Insurance: The Contractor shall indemnify and hold harmless the City and all its executives, representatives, officers, agents, employees, successors, and assigns, jointly and severally of and from any and all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons, or property, by reason of act, omission, neglect or misconduct by the Contractor or its employees in the performance of its duties under this contract. In addition, under this Contract the

Contractor shall carry comprehensive bodily injury and property damage liability insurance covering not only the Contractor but also the City, its agents, servants, and employees, limits of which shall not be less than: [Discussion last week was to name the City as an additional insured.](#)

<u>Type of Coverage</u>	<u>Applicable Limits</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000/occurrence
Bodily Injury Liability (other than Automobile)	\$1,000,000/occurrence
Property Damage Liability (other than Automobile)	\$1,000,000/occurrence
Automobile Bodily Injury and Property Damage Liability	\$1,000,000/occurrence
Excess Umbrella Liability	\$5,000,000/occurrence

- 5.11 Proof of Insurance. Upon the execution of the Contract, Contractor shall furnish the City satisfactory proof of the insurance required herein with an insurance company acceptable to the City, and the City shall be named as an additional insured in such insurance policies.
- 5.12 Survival of Claims. The City and Contractor agree that the protections provided in this Contract shall survive beyond the Contract in the event that either party must seek such protections after the Contract has expired.
- 5.13 Liability of Contractor: Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City. However, Contractor shall be liable for any suits, actions, legal proceedings, claims, demands, costs, or other expenses arising from Contractor's operations in connection with this contract.
- 5.14 Term of Contract: This Contract shall remain in force during the Contract Term.
- 5.15 Independent Contractor: Notwithstanding its relation to the City under the terms of this Contract, it is understood and agreed that the Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the City.
- 5.16 Transferability; Change in Ownership. Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be

unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the consent of the City to an affiliate of Contractor, to any person or entity that purchases any operations from Contractor, or as a collateral assignment to any lender to Contractor or any of its affiliates. ~~Upon an assignment, the assignee shall assume the Contractor's liability.~~ Contractor shall notify the City in writing within thirty (30) days of any change in ownership of Contractor or any assignment of this Contract. Upon any such change in ownership or assignment, the new owner or assignee shall continue to honor the terms of this Contract and shall assume all applicable obligations and liabilities of Contractor under this Contract.

- 5.17 Title to Waste: The Company shall accept title to any Residential Solid Waste and other wastes collected pursuant to this contract upon collection and placement into the Company's collection vehicles except for Hazardous Waste and other wastes excluded by this Contract. Title to and liability for Hazardous Waste and any other wastes excluded by this Contract shall remain with the City and/or its residents or businesses. All such waste to which the Company acquires title shall be the responsibility of the Company until it is properly disposed of.
- 5.18 Amendments: This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified, as allowed for by law, only by written agreement signed by both parties.
- 5.19 Force Majeure: Neither party shall be liable to the other party for failure or delay in the performance of any obligation under this Agreement for the time and to the extent such failure or delay is caused by reason of acts of God or other cause beyond its reasonable control, including any act of war, riot, terrorist attack, interruption of transportation, pandemic, strike or other labor trouble, earthquake, closure of permitted disposal facilities, or similar event or occurrence (collectively, "Force Majeure Events"). The party subject to such event of force majeure shall give ~~prompt~~immediate notice to the other party of such event, its projected time frame (which may be updated periodically as appropriate), and efforts used or to be used to eliminate or mitigate the effects of such event, if applicable. Except as otherwise set forth herein, the parties agree to use commercially reasonable efforts to minimize or eliminate the effects of any such event of force majeure as promptly as practicable.
- 5.20 Notice: Any correspondence regarding the Contract shall be communicated to the individuals and contact information provided below:

City of Hogansville:
Lisa Kelly, City Manager
111 High Street
Hogansville, GA 30230

Lisa.kelly@cityofhogansville.org

w/ Copy to: Oasis.Nichols@cityofhogansville.org

Amwaste of Georgia, LLC:

Dir. of Public Sector
38 Railroad Ave., Suite B
Forsyth, GA 31029

mrenova@amwasteusa.com

w/ Copy to: legal@amwasteusa.com

5.21 Default and Remedy. Except to the extent caused by a Force Majeure event or the City's fault, if the Contractor shall default in the performance of any of the terms or conditions of this Contract, they shall have ten (10) days after delivery and receipt of written notice of such default within which to cure such default. Upon a failure to cure default within such period of time, unless excused or extended by the City upon proof of Contractor's immediate initiation and diligent pursuit of reasonable action cure such default, the City shall have the right with five (5) days prior written notice to Contractor to terminate this Contract.

5.22 Transition of Services. Upon the expiration or termination of this Contract for any reason, the parties shall cooperate in good faith to provide for the continuation of services until a new service provider is in place, so that there is no interruption in sanitation services to the City. During any such transition period, the terms of this Contract, including the rates then in effect, shall continue to apply.

6.0 Rate Increases

6.1 Rate Adjustments. The rates listed above are inclusive of current disposal and current transportation costs, which are subject to increase as set forth below. Therefore, as provided in Section 2.2 above, the service rates payable to the Contractor ~~for the second and subsequent years of the term or terms hereof shall be adjusted annually following the initial three (3) year Contract Term may be adjusted~~ to reflect changes in the cost of doing business. ~~The following rate increases shall become automatically effective on the first day following the annual anniversary of the Contract Date. Any proposed rate increase under Section 6.2 may be presented by Contractor and discussed by the parties as part of the annual contract/service review and, if approved by the City, shall become effective on the first day following the applicable anniversary of the Contract Date.~~

6.2 Consumer Price Index Adjustments. Subject to Section 6.1, Rate increases may be adjusted annually by the same percentage as the applicable Consumer Price Index ("CPI") (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. Town Average, all Urban Consumers, for Water and Sewer and Trash Collection, Not Seasonally Adjusted, Base Period December 1983+100) shall have increased or decreased during the preceding twelve months. The base CPI shall mean the CPI published as of the Contract Date.

6.3 Unforeseen Changes or Costs: In addition to the foregoing, Contractor ~~shall be entitled to may request~~ an increase in rates to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Contractor ~~shall also be entitled to may also request~~ an increase in rates to offset any increase in transportation costs, including but not limited to, increases in the cost of fuel and petrochemicals, for whatever reason. The Contractor ~~also shall be entitled to also may request~~ an increase in rates to offset any

increased costs associated with longer haul distance if the Town City designates an alternate landfill for disposal. Documentation of such increases shall be submitted to the Town at its request. The City shall consider and review any such request in good faith; provided, however, that no such increase shall become effective unless approved by the City. In addition, in the event the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of the materials contemplated herein, such tax or surcharge shall be the responsibility of the Town to be paid along with Contractor's normal monthly compensation.

[Signatures on following pages]

Does section 1.10 suffice for language regarding early termination by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its duly authorized officers this day of September, 2026.

CITY OF HOGANSVILLE, GEORGIA

By: _____

Jake Ayers, Mayor

Approval Date: _____

ATTEST:

Name: LeAnn LeHigh

Title: City Clerk

AMWASTE OF GEORGIA, LLC

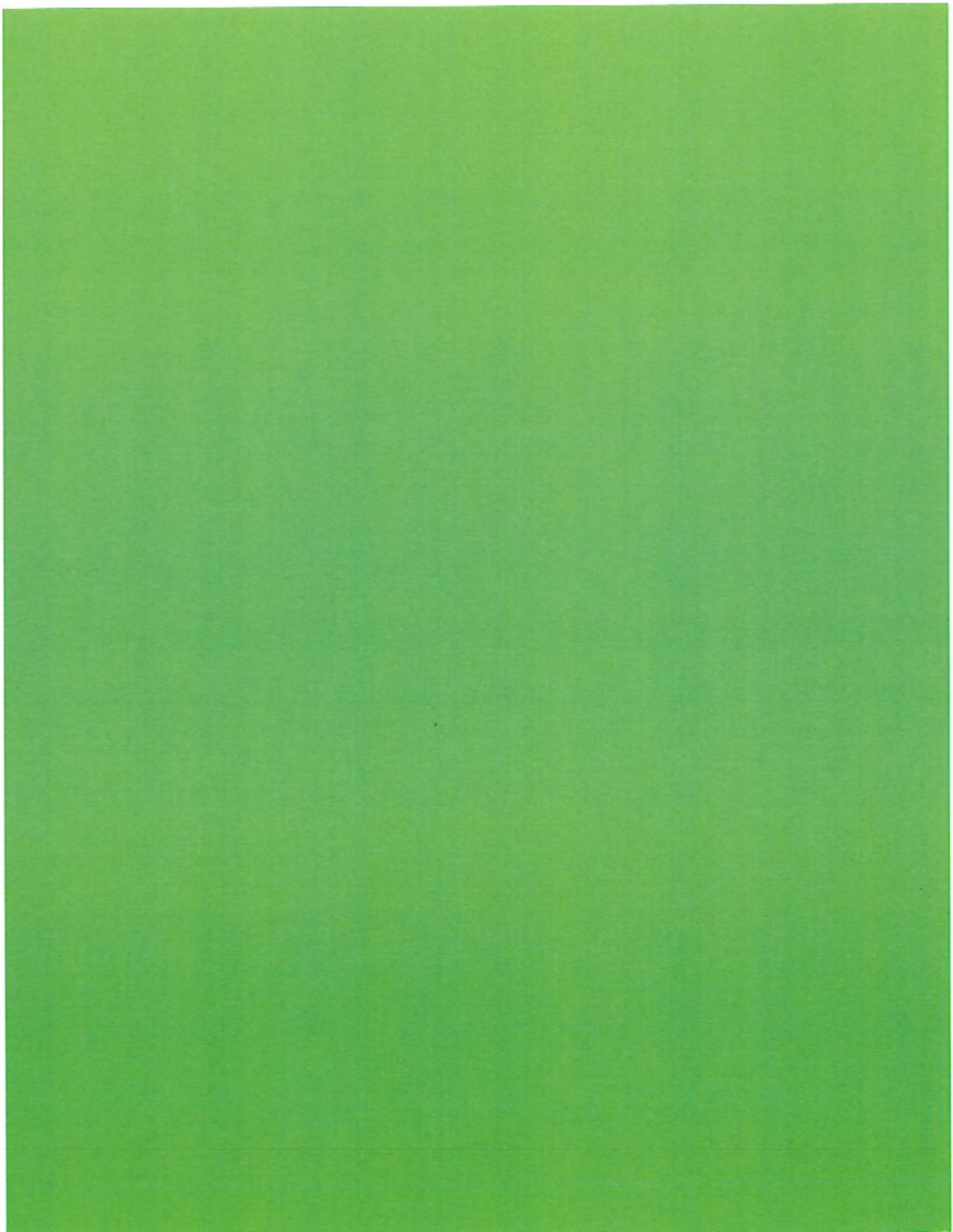
By: _____

*Brandon Weems,
VP of GA Collection Operations*

ATTEST:

Name: Amanda Renova

Title: Director of Public Sector



Development Fee Schedule

	Base Fee	Quantity	Rate	Units	Total
Preliminary Plat - per submittal	500	82	\$ 5	unit/acre	\$ 910.00
Review					
Plan Review - per submittal		8	\$ 125	hrs	\$ 1,000.00
Water	500	3,072	\$ 1	lf	\$ 3,572.00
Sewer	500	3,022	\$ 1	lf	\$ 3,522.00
Lift Station Review - per submittal	3,000				\$ -
Clearing and Grading	1,500	20	\$ 20	acres	\$ 1,909.60
Roads	600	3,307	\$ 1	lf	\$ 3,907.00
Storm Drain	300	3,244	\$ 1	lf	\$ 3,544.00
Detention		1	\$ 500	ea	\$ 500.00
Due prior to review:					\$ 17,954.60

Inspections

Water Inspections	2,500	82	\$ 50	unit	\$ 6,600.00
Sewer Inspections	2,500	82	\$ 50	unit	\$ 6,600.00
Site Development Inspections	2,500	20.48	\$ 100	acre	\$ 4,548.00

Land Disturbance

LDP		\$ 20.48	\$ 40.00	disturbed acre	\$ 819
NPDES - paid directly to State					
Administrative Fee - Includes Postage		1	\$ 100		\$ 100
Development Fees		82	\$ 1,200	per unit	\$ 98,400
Due prior to LDP Issuance:					\$ 117,067

Final Plat/As-Built - per submittal	500	82	\$ 10	per unit/acre	\$ 1,320
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Water & Sewer Connection Fees		82	\$ 12,900	per unit	\$ 1,057,800
Electric Tap Fee:		82	\$ 750	per unit	\$ 61,500
Due prior to issuance of building permits:					\$ 1,119,300

Note: Above fees do not include the cost of electric construction or building permit fees

Items highlighted in yellow are proposed new or adjusted fees.
9/29/2026

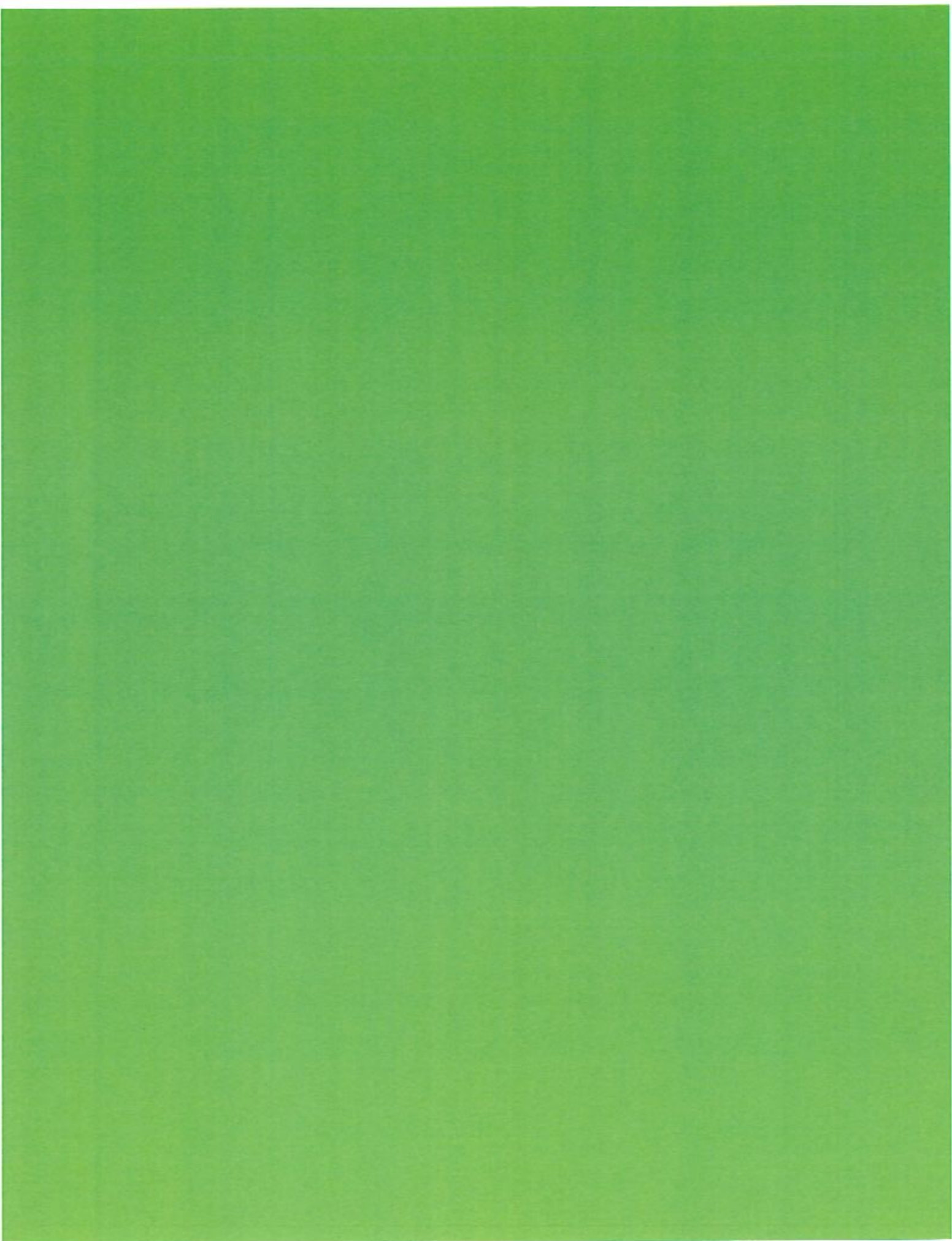
Existing fees	Base Fee	Quantity	Rate	Units	Total
First Review Fee - submittal	per	8	\$ 125	hrs	\$ 1,000.00

Water	\$ 500.00	3,072	\$ 1	lf	\$ 3,572.00
Sanitary Sewer	\$ 500.00	3,022	\$ 1	lf	\$ 3,522.00
Clearing & Grading	\$ 1,500.00	20.48	\$ 20	acres	\$ 1,909.60
Roads	\$ 600.00	3,307	\$ 1	lf	\$ 3,907.00
Storm Drain	\$ 300.00	3,244	\$ 1	lf	\$ 3,544.00
Dentention		1	\$ 500	ea	\$500

Site Development Inspections -	\$ 2,400	20.48	\$ 100	acre	\$ 4,448.00
NPDES Fee-Paid to State	0	20.48	\$ 40	disturbed acre	\$ 819.20
LDP - Hogansville	0	20.48	\$ 40	disturbed acre	\$ 819.20
Development Fees		82	\$ 1,200	Per Unit	\$ 98,400.00

Water/Sewer Connection Fee:	Water	82	\$ 12,900	per unit	\$ 1,057,800
Electric Tap Fee:	Electric	82	\$ 750	per unit	\$ 61,500

Due prior to review: \$ 8,094.00 Due prior to issuance of LDP: \$ 113,527.80
Due prior to issuance of building permit: \$ 1,119,300



UDO AMENDMENTS

SUMMARY OF CHANGES (8.22.26)

SPECIAL USE PERMIT

- Sec. 102-B-6-1. Added a SUP for data centers.

WETLANDS SETBACK

- Sec. 102-B-7-6 (1)(d)(iv). Added the requirement for an undisturbed buffer of 500' to be cumulatively added to any other watershed and wetland setback requirements.

TREATED WASTEWATER

- Sec. 102-B-7-6 (1)(f)(vi). Added a regulation allowing for the developer and the city to assess the feasibility of requiring the utilization of treated wastewater for utilization of on-site water needs.

BACKUP GENERATOR TESTING

- Sec. 102-B-7-6 (1)(k)(iv)(A). Revised the allowance for testing backup generators from twice per month to once per month.

FACILITY DECOMMISSIONING

- Sec. 102-B-7-6 (1)(l)(vi). Updated the facility decommissioning procedures to describe in more detail the elements that must be removed during a decommissioning. These procedures apply to the power-down, disconnection, and removal of all readily removable data-center equipment and materials that could create a fire, safety, environmental, or public-health hazard if left unused or inadequately maintained, including:
 - Servers, server racks, computer hardware, circuit boards, and other electronic equipment;
 - Standby or emergency generators, except equipment incorporated into an approved reuse of the property;
 - Aboveground and underground fuel-storage tanks, associated piping, pumps, and dispensers;
 - Diesel fuel, gasoline, lubricants, coolants, refrigerants, fire-suppression agents, water-treatment chemicals, and other regulated or potentially hazardous substances;
 - Lead-acid, lithium-ion, and other electrical-energy-storage batteries;
 - Unused transformers, capacitors, switchgear, and electrical equipment containing oil or other regulated substances; and

- Any other removable equipment or material that the zoning administrator determines, based upon competent evidence, presents a comparable fire, safety, environmental, or public-health risk.
- This requirement does not apply to structural components, foundations, utility infrastructure, or equipment that will be placed into lawful service as part of an approved reuse of the property, unless the equipment or component itself presents an identified hazard.

PRELIMINARY PLAT SUBMITTAL REQUIREMENTS

- Sec. 102-C-9-10(14). Preliminary plats. Updated the requirements for preliminary plats to include and building footprints.

DATA CENTER CONSTRUCTION REQUIREMENTS

- Sec. 102-C-9-55. Moved the Data Center Construction requirements out of the Data Center standards and into a new section in the UDO Subdivision Regulations article to be applied to all properties zoned G-HI.
- In Financial Guarantees and Assurances, revised the developer requirement for funding infrastructure to include wastewater and natural gas – “The developer shall be required to fund or construct all necessary upgrades to water, sewer, electrical, roadway, wastewater, stormwater, and natural gas infrastructure directly or indirectly caused by the project.”.
- Prohibited Sunday construction.
- Added the following requirements for sound barriers during construction:
 - Required for active construction activity that will occur within 750 feet from the property line of any residential or public/institutional principal use.
 - Shall be installed before construction activity begins and remain in place for the duration of construction activity.
 - Shall be at least 8 feet high, or higher where necessary to interrupt the direct line of sight between the principal noise source and the affected receiver, as demonstrated in the approved plan.
 - Shall be continuous along the portion needed for effective shielding, with joints sealed or overlapped and no substantial gaps at the ground or between panels.
 - Shall consist of solid panels, acoustical blankets, or an equivalent assembly documented to provide adequate sound transmission loss for the proposed activity. Chain-link fencing, ordinary construction mesh, and vegetation alone do not qualify.
 - Shall be securely installed and maintained to withstand reasonably anticipated wind and construction-site conditions, without obstructing required access, drainage, sight distance, emergency response, or worker safety.
 - Shall be repaired or replaced promptly if damaged or displaced.

SUBCHAPTER 102-B

- Yellow highlights indicate proposed revisions
- Red ~~crossed-out~~ text indicates proposed deleted text
- Bold text indicates proposed new text

Sec. 102-B-2-12. **G-HI, general heavy industrial district.**
Purpose and intent. This zoning district is intended primarily for large-site development of heavy industrial uses and businesses.

Sec. 102-B-2-1~~23~~**24**. PUD, planned unit development special zoning district.
Purpose and intent. This zoning district is an overlay district intended primarily for facilitating development that is located on property containing abnormal topographical or environmental constraints.

Sec. 102-B-2-1~~34~~**35**. - Historic district special zoning district overlay.
Purpose and intent. This zoning district is an overlay district intended primarily as the historic district for the downtown of the city.

Sec. 102-B-2-1~~45~~**46**. - Downtown business special district overlay.
Purpose and intent. This zoning district is an overlay district intended primarily as the entertainment district for the downtown of the city.

Sec. 102-B-4-1. Dimensional standards of zoning districts.

Space Dimensions Table

SPACE DIMENSION S	ES- R ¹²	SU- R ¹²	TN- R ¹²	TN- MX ^{1,10}	CR-MR	CR- MX ¹⁰	DT-MX	G- RL	G- B	G- LI	G- HI
Maximum number of primary dwellings (per lot)	1	1	1	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A
Building Coverage (Maximum, % of lot area)	50% ²	50% ²	70% ²	80% ²	60% ²	80% ²	100%	50%	80%	80%	80%

Lot Size (Minimum, square feet)	14,000	8,000	5,000 ^{2,3}	None	None	None	None	1 acre	10,000	1 acre	1 acre
Lot Frontage (Minimum)	75' ¹¹	60' ¹¹	50' ^{2,11}	50' ²	50' ²	50' ²	None	100'	100'	100'	100'
Building Height ^{4,2} (Maximum)	35'	35'	40'	40'	40' ⁹	40' ⁹	40' ⁶	35'	40' ⁹	75' ⁹	75' ⁹
Side Yard (Minimum) ⁵	15' ²	10' ²	5' ²	None	10' ²	10' ²	None	20'	15'	15'	15'
Street Side Yard (Minimum)	10' ²	10' ²	5' ²	None	10' ²	10' ²	None	15'	10'	10'	10'
Rear Yard (Minimum)	25' ^{2,7}	25' ^{2,7}	20' ^{2,7}	25' ²	25' ²	15' ²	None	40'	15'	15'	15'
Front Yard - Arterials and Collectors (Minimum) ^{8,1} ₃	35' ²	35' ²	30' ²	25' ²	25' ²	25' ²	None	40'	40'	40'	40'
Front Yard - All other street types (Minimum) ^{8,1} ₃	20' ²	20' ²	20' ²	25' ²	25' ²	25' ²	None	25'	25'	25'	25'
Front Yard (Maximum) ^{8,} ₁₃	None	None	None	40' ²	None	None	40' ²	None	None	None	None

Sec. 102-B-4-5. Fences and retaining walls.

(2) General conditions.

(e) Barbed wire shall be permitted on fences and walls on properties within G-RL, **and G-LI,**
and G-HI zoning districts. Fences and walls for all other uses are prohibited from utilizing
barbed wire.

Sec. 102-B-4-5. Fences and retaining walls.

(3) Fences, general.

(a) Fences in the front yard:

(i) Maximum height. Fences shall not exceed four feet in height and shall not extend into the public right-of-way. See section 102-B-4-6 for corner lot restrictions. Properties within G-R, and G-LI, and G-HI zoning districts are allowed fences up to six feet in height. Fence posts and pillars shall be permitted to be located an additional one foot higher than the maximum height allowed for the remaining fencing elements.

(ii) Materials. Fences shall not be made of wire, woven metal, or chain link, unless located on property within G-RL, and G-LI, and G-HI zoning districts. All other fences shall be ornamental or decorative fences constructed of brick, stone, stucco, split rail, wood, aluminum, or wrought iron. The fence shall be a minimum of 50 percent transparent. Exposed block, tires, junk or other discarded material shall be prohibited fence materials. No barbed wire, razor wire, chain link fence or similar elements shall be visible from any public plaza, ground level or sidewalk level outdoor dining area, street or thoroughfare, or public right-of-way.

Sec. 102-B-5-2. Building typology.

BUILDING TYPE	ES-R	SU-R	TN-R	TN-MX	CR-MR	CR-MX	DT-MX	G-RL	G-B	G-LI	G-HI
Garage Apartment	P	P	P	P	P	P		P			
Backyard Cottage	P	P	P	P	P	P		P			
Cottage House			P	P ¹	P ¹	P ¹					
Detached House	P	P	P	P	P	P		P			
Cottage Court			P	P	P	P					
Two-Family Dwelling			P	P	P	P					
Attached House				P	P	P					
Townhouse				P	P	P					
Walk-up Flat				P	P	P					
Stacked Flat				P	P	P					
Single-Story Shopfront				P		P	P		P	P	P
Mixed Use Building				P		P	P				
General Building				P		P			P	P	P
Civic Building				P		P	P		P		

Manufactured Home												
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Sec. 102-B-5-3. Building architecture.

(1) Additional standards for G-LI and G-HI zoning districts. No building shall be constructed with a wooden frame. The exterior finish of all buildings shall be common brick, concrete blocks, tile bricks, enamel metal siding, their equivalent or better, but no building thereon shall be covered with asbestos siding or galvanized sheet metal. If the exterior walls are constructed of concrete or concrete blocks, unless the exterior finish is stucco, gunite or their equivalent, the joints shall be rubbed down and the walls covered sufficiently with standard waterproofing paint.

Sec. 102-B-5-4. Transitional heights.

(1) Transitional heights.

(a) Transitional height planes. A transitional height plane is an imaginary plane having a vertical component and angular component specifically designed to restrict the maximum height of all parts of buildings or structures within CR-MR, CR-MX, DT-MX, G-B, and G-LI, and G-HI zoning districts and their relationship to adjoining ES-R, SU-R, TN-R, TN-MX, and G-RL districts.

Transitional height planes shall comply with the following components and regulations:

- (i) A vertical component measured at the required yard or buffer setback adjoining the common property line by a 40-foot vertical distance above the finished grade;
 - (ii) An angular component extending inward over an adjoining CR-MR, CR-MX, DT-MX, G-B, and G-LI, and G-HI district at an angle of 45 degree;
 - (iii) Such vertical and angular component calculations shall be made on a point-by-point basis and not average grade; and
 - (iv) No portion of any structure shall protrude through the transitional height planes specified in subsection (1)(b) below.
- (b) Where CR-MR, CR-MX, DT-MX, G-B, and G-LI, and G-HI zoning districts adjoin ES-R, SU-R, TN-R, TN-MX, and G-RL districts without an intervening public street, height within this district shall be limited by the transitional height plane requirements.

Sec. 102-B-6-1. Table of permitted and prohibited uses.

TABLE OF PERMITTED AND PROHIBITED USES	SUPPLEMENTAL	R	R	R	MX	MR	MX	MX	RL	B	U	HI
		ES	SU	TN	TN	CR	CR	DT	G	G	G	G
ACCESSORY USES												
Accessory Dwelling, Attached	Y	A	A	A	A	A	A	A	A			

Accessory Dwelling, Detached	Y	A	A	A	A	A	A	A	A			
Cafeteria							A	A		A	A	A
Car Wash							A			A	A	A
Cargo Containers	Y	A	A	A			P		A		P	P
Club Houses, Recreation associated with Residential Subdivisions		A	A	A	A	A	A		A			
Day Care - Adult Day Care Center, After School Program, Day Care Center, Nursery School (As Accessory Uses for Places of Worship Only)	Y	A	A	A	A	A	A	A	A	A		
Donation Bin	Y						A			A	A	A
Drive-Thru Facility							A			A	A	A
Farmers' Market					A		A	A	A	A		
Garden, Hobby		A	A	A	A	A	A	A	A	A	A	A
Greenhouse, Non-Commercial		A	A	A	A	A	A	A	A	A	A	A
Helicopter Landing Area							A		A	A	A	A
Home Occupation	Y	A	A	A	A	A	A	A	A			
Horse Stables	Y								A			
Ice Vending							A			A		
Kennel and Animal Boarding, Hobby	Y	A	A						A		A	A
Live Outdoor Entertainment	Y				A		A	A				
Livestock Raising	Y								A		A	A
Outdoor Dining	Y				A		A	A		A		
Outdoor Display and Sales	Y				A		A	A		A	A	A
Outdoor Storage	Y						A			A	A	A
Parking Lots, Parking Decks					A	A	A	A		A	A	A
Poultry Raising	Y	A	A	A					A			
Recreational Vehicle and Boat Parking (for Single-Family Dwelling uses only)	Y	A	A	A					A			
Solar Panels, Wind Turbines, Rainwater Collection Systems		A	A	A	A	A	A	A	A	A	A	A

Swimming Pools and Tennis Courts		A	A	A	A	A	A	A	A			
AGRICULTURAL USES												
Camping, Campgrounds, Glamping	Y	SUP	SUP	SUP					P			
Commercial Agriculture, Forestry, Fishing	Y									P	P	P
Commercial Community Garden	Y	SUP	SUP	SUP	P		P	P	P			
Farmers markets, Roadside markets, Roadside stands	Y						SUP		SUP	P		
Non-commercial Agriculture, Forestry, Fishing		P	P	P		SUP			P		P	P
Timber Harvesting	Y								P			
COMMERCIAL USES												
Alcoholic Beverages, Packaged and Retail Sales							P	P				
Amusement and Recreation Industries							SUP	SUP		P		
Automobile Dealers							P			P	P	P
Automotive Parts, Accessories, Tire Stores							P			P	P	P
Automotive Repair, Maintenance	Y						P			P	P	P
Bars, Taverns					P		P	P				
Bed-and-Breakfast Inns	Y	SUP	SUP		P		P	P	SUP			
Brewpubs, Microbreweries					SUP		P	P		P		
Building Material, Garden Equipment, Supplies Dealers					SUP		P			P	P	P
Car Washes (Commercial)							P			P	P	P
Cemeteries (Private)	Y	SUP	SUP						SUP	P	P	P
Cemeteries (Religious, Institutional)	Y	SUP	SUP									
Civic and Social Organizations					SUP		P	P		P	P	P
Commercial and Industrial Machinery and Equipment, Including Sales and Rental					SUP		P			P	P	
Commercial Banking					P		P	P		P		

Commercial Parking Lots, Parking Decks	Y				SUP		P	P		P	P	P
Consumer Fireworks Retail Sales Facility, Retail Sales Stands	Y										P	P
Convenience Stores					P		P	P		P	P	P
Data Processing, Hosting, Related Services							P			P	P	
Distilleries, Microdistilleries							P	P		P	P	P
Drive-In Motion Picture Theaters							P			P		
Dry Cleaning, Laundry Services					SUP		P	P		P	P	P
Farm Wineries							P	P		P	P	P
Flea Market							P			P	P	P
Funeral Homes, Funeral Services, Crematoriums					P		P			P	P	P
Furniture and Home Furnishings Stores					P		P	P		P	P	P
Gasoline Stations	Y						P			P	P	P
General Merchandise Stores, including Warehouse Clubs and Supercenters							P	P		P		
General Rental Centers							P			P		
Grocery Stores					P		P	P		P		
Hotels, Motels	Y				P		P	P		P	P	P
Kennels and Animal Boarding (Commercial)							P		SUP	P	P	P
Libraries, Archives							P	P		P		
Massage and Spa Establishments	Y				SUP		SUP	SUP		SUP	P	P
Mobile Food Vendors	Y				P		P	P		P	P	P
Motion Picture Theaters (except Drive-Ins)							P	P				
Motor Vehicle Dealers (Sales and Rental), including Recreational Vehicles, Boats, and Utility Trailers							P			P	P	P
Museums, Similar Institutions					P		P	P				
Non-traditional Tobacco Paraphernalia							SUP					

Open Yard Sales	Y					P			P	P	P
Other Professional and Business Offices					P	P	P		P	P	P
Pawn, Title Services						P			P	P	P
Spectator Sports, Related Industries						P	P		P		
Personal Care Services					P	P	P		P		
Pet Care, Veterinary Services	Y				P	P		SUP	P	P	P
Radio and Television Broadcasting						P	P		P	P	P
Restaurants					P	P	P				
Retail Stores					P	P	P		P		
Sexually Oriented Businesses										P	P
Short Term Vacation Rental	Y	P	P	P	P	P	P	P			
Special Event Centers, Commercial Entertainment, Performing Arts							SUP	SUP		P	P
Taxidermy Services					P	P	P	SUP	P	P	P
Telephone Call Centers							P		P	P	P
Used Merchandise Stores					P	P	P		P		
LIGHT INDUSTRIAL USES											
Commissary Kitchens							SUP		P	P	P
Cryptocurrency Processing, Related Services											
Data Centers											SUP
Distribution Centers									P	P	P
Junkyard, Salvage Yard	Y									SUP	SUP
Light Manufacturing									P	P	P
Motor Vehicle Towing	Y								SUP	SUP	
Personal Storage	Y					P			P	P	P
Recreational Vehicle and Boat Storage	Y					P			P	P	P
Recycling Centers										SUP	P
Recycling Collection						SUP			SUP	SUP	P
Remediation, Other Waste Management Services										P	
									SUP	SUP	

Sewage Treatment Facilities					P		P	P		P	SUP P	P
Support Activities for Transportation Services							P			P	P	P
Truck Stop										P	P	P
Truck Terminals										P	P	P
Warehousing	Y						SUP			P	P	P
Waste Collection											SUP	SUP
Wreckage, Inoperable Vehicle Storage											SUP	P
PUBLIC/INSTITUTIONAL USES												
Child and Youth Services							SUP			P		
Colleges, Universities, Professional Schools							SUP			P	P	
Day Care - Adult Day Care Center	Y				SUP		P	P				
Day Care - After School Program	Y				SUP		P	P				
Day Care - Day Care Center	Y				SUP		P	P				
Day Care - Family Day Care Home	Y	SUP	SUP	SUP					SUP			
Day Care - Nursery School	Y				SUP		P	P				
Elementary and Secondary Schools	Y	P	P	P	P	P	P	P	P	P		
Hospitals					P		P			P		
Individual and Family Services					P		P	P		P		
Medical and Diagnostic Laboratories							P	P		P	P	P
Offices of Health Practitioners					P		P	P		P		
Places of Worship	Y	SUP	SUP	SUP	SUP	SUP	P	P	SUP	P	P	P
Services for the Elderly and Persons with Disabilities							P	P		P		
RESIDENTIAL DWELLING USES												
Dwellings, Manufactured Home	Y								P			
Dwellings, Multi-family	Y				P	P	P	P				

Dwellings, Single-family attached	Y				P	P	P	P				
Dwellings, Single-family detached	Y	P	P	P	P	P	P	P	P			
Dwellings, Townhome	Y				P	P	P	P				
Dwellings, Two-family	Y			P	P	P	P	P				
RESIDENTIAL GROUP LIVING USES												
Social Service Facility, including Halfway House, Drug Rehabilitation Centers, Drug Dependency Treatment Facilities	Y						SUP			SUP		
Assisted Living Facility, Nursing Home	Y					SUP	P			P		
Continuing Care Retirement Communities, Assisted Living Facilities for the Elderly						SUP	P			P		
Dormitories, Fraternities, Sororities										SUP		
Monastery, Convent						SUP	P			P		
Personal Care Home (2-4 residents)	Y	P	P	P	P	P	P		P	SUP		
Personal Care Home (5-15 residents)	Y	SUP	SUP	SUP		P				SUP		
Personal Care Home (16-24 residents)	Y	SUP	SUP	SUP	SUP	P	SUP	SUP		SUP		
Roominghouse, Boardinghouse	Y	SUP	SUP	SUP	P	SUP	P	P		P		
TEMPORARY USES												
Construction Field Office	Y	P	P	P	P	P	P	P	P	P	P	P
Open Air Seasonal Sales	Y				P		P	P	P	P	P	P
Real Estate Sales Offices, Model Homes	Y	P	P	P	P	P	P	P	P	P	P	P
Special Events and Festivals	Y	P	P	P	P	P	P	P	P	P	P	P
Temporary Portable Storage Container	Y	P	P	P	P	P	P	P	P	P	P	P
Warming Center	Y				P			P		P	P	P
Yard/Garage Sales	Y	P	P	P	P	P	P	P	P	P	P	P

Sec. 102-B-7-3. Accessory uses.

(3) Cargo containers.

(c) Cargo containers utilized for an accessory use shall be permitted without restriction in G-LI and G-HI districts.

(d) Cargo containers utilized for an accessory use shall have the following additional requirements:

(i) Cargo containers for storage purposes only shall be allowed on a permanent basis. Such cargo containers shall be permanently and fully screened from view from all adjacent properties, with either opaque fencing material one foot higher than the height of the cargo container or planted landscape material that within six months of installation is one foot higher than the height of the cargo container and which is opaque.

(ii) Placement of cargo containers shall comply with all applicable building and setback lines. No more than one permanent cargo container shall be allowed per lot, regardless of lot size.

(iii) Cargo containers within the CR-MX, and G-LI, and G-HI districts shall be allowed on a temporary basis on lots of less than one acre, but not for greater than 90 days. Neither a permit nor screening shall be required for the placement of a temporary cargo container.

(e) Cargo containers utilized for a principal use within CR-MX, and G-LI, and G-HI districts shall be permitted and shall be classified as a single story shopfront building type (section 102-B-5-2).

Sec. 102-B-7-6. Industrial uses.

(1) Data Center standards.

(a) Additional conditions imposed by the city council. As established in Sec. 102-B-12-14, the city council may impose reasonable conditions, safeguards, and restrictions upon the approval of any rezoning or other development approval for a data center when such conditions are determined to be necessary to protect the public health, safety, and welfare and to promote the purposes of this UDO. In evaluating a proposed data center, the city council may consider site-specific characteristics, including but not limited to: existing topography; the location of streams, wetlands, floodplains, groundwater recharge areas, and other environmentally sensitive features; the relationship of the proposed use to adjoining properties and surrounding land uses; the adequacy of existing and proposed roads, utilities, and other public infrastructure; the need for transportation, water, sewer, stormwater, or utility improvements; emergency vehicle access; building orientation and site design; buffering, landscaping, screening, lighting, and noise mitigation; and other factors reasonably related to the proposed development and its anticipated impacts. Any conditions imposed shall be reasonably related to the characteristics of the site and the anticipated impacts of the proposed data center and shall be designed to ensure compatibility with surrounding development and the orderly growth of the city.

(b) Lot area. Minimum of 50 acres.

(c) Lot coverage. Maximum of 50 percent.

(d) Buffers and setbacks.

- (i) An undisturbed buffer a minimum depth of three hundred feet (300) shall be required along all property lines. See Sec. 102-C-8-21 for requirements and standards related to undisturbed buffers.
 - (ii) Buffer planting requirements shall be provided at 400% the minimum number of planting rows required in Sec. 102-C-8-21(4).
 - (iii) Structures shall be setback a minimum distance of 750 feet from the property line of any residential or public/institutional principal use. Additional setback stipulations may be required by the city council based on topographic conditions.
 - (iv) An undisturbed buffer of 500 feet shall be required to be added to any buffers required for watersheds and wetlands in this UDO subchapter 102-C. Article III Watershed Protection and Article V Wetlands.
- (e) Building design.
- (i) All buildings must be designed to minimize adverse visual impacts on surrounding development as demonstrated by the submission of elevations, architectural sketches, or sight lines studies.
 - (ii) All accessory structures shall be screened to prevent visibility of such structures from any public right-of-way.
 - (iii) Exterior building materials shall include at least two of the following for any elevations viewable from a public right-of-way:
 - (A) Brick, stone, or architectural precast concrete panels.
 - (B) Architectural metal panels with non-reflective finish.
 - (C) High-quality fiber cement panels.
 - (iv) Portions of buildings visible from a public right-of-way shall incorporate at least two of the following design features to break up the building mass:
 - (A) Vertical or horizontal articulation of the façade at intervals not exceeding 50 feet.
 - (B) Variation in building height of at least 10% across the facade, or stepped rooflines.
 - (C) Use of architectural projections or recesses at least 2 feet in depth.
 - (D) Changes in facade materials or colors with a minimum of two types of materials.
- (f) Equipment.
- (i) All HVAC and mechanical equipment shall be screened to prevent visibility of such equipment from any public right-of-way.
 - (ii) HVAC and mechanical equipment shall not be permitted within the required buffer.
 - (iii) Generators shall only be allowed as a backup energy source and not as a primary source.
 - (iv) Generators shall be classified as stationary sources and shall meet Tier 4 Final standards.
 - (v) The developer and the city shall assess the feasibility of requiring the utilization of city natural gas to power any on-site generators. This assessment will evaluate

the feasibility of accessing an available gas line and the potential impact on neighboring properties that may result.

(vi) The developer and the city shall assess the feasibility of requiring the utilization of treated wastewater for utilization of on-site water needs. This assessment will evaluate the feasibility of accessing an available water line and the potential impact on neighboring properties that may result.

(vii) Open-loop water cooling systems are prohibited for all liquid cooling and ventilation equipment. Periodic refilling shall be permitted to maintain proper system operation. Only closed-loop water systems and direct-to-chip cooling capabilities operating in a sealed, recirculating loop shall be permitted.

(viii) Water cooling systems shall achieve a Water Usage Effectiveness (WUE) rating of 0.2 L/kWh or less.

(ix) Electrical power substations shall be located a minimum of 750 feet from any ES-R, SU-R, G-RL, TN-R, or TN-MX zoning district.

(x) Transmission/power lines that are 18 kV or lower shall be buried underground as part of any future development.

(g) Loading.

(i) All loading areas shall be screened to prevent visibility of such areas from any public right-of-way.

(ii) Such areas shall not be permitted within the required buffer.

(h) Parking.

(i) All surface parking lots shall be screened to prevent visibility of such areas from any public right-of-way.

(ii) Such areas shall not be permitted within the required buffer.

(iii) The applicant shall set aside land area to accommodate 1 space per 2,000 square feet of gross floor area (GFA). The final number of parking spaces actually constructed shall be determined and approved by the zoning administrator.

(i) Lighting.

(i) All lighting shall provide 90 degree cut-off luminaires fixtures to prevent light spillage.

(ii) Lighting poles shall be no taller than twenty-five feet (25) in height.

(iii) The maximum foot-candles within the required buffer shall be .5.

(iv) Lighting shall be permitted within the required buffer but shall not be visible from any public right-of-way.

(v) Lighting shall not be located within 500 feet of any residential dwelling.

(j) Fencing.

(i) Fencing and screening walls shall be permitted within the required buffer, but shall not be visible from any public right-of-way.

(k) Noise.

(i) The applicant shall engage with a noise and acoustical consultant to perform a pre-construction ambient noise survey. Prior to conducting the survey, the scope of the noise survey will be determined in coordination with the zoning administrator and an independent acoustical firm hired by the city (paid for by the applicant).

However, as a minimum, 90th-percentile sound levels (L90) and equivalent sound levels (Leq) shall be logged with a Type 1 or Type 2 sound level meter, as defined by ANSI standard S1.4, at least every hour in A-weighted decibels, dB(A), using slow meter response at any noise-sensitive residential property boundary line(s). Measurements should be taken over a minimum period of 72-hours. A report detailing the results of the noise survey and predicted impact of the proposed development must be provided to the zoning administrator to be reviewed by an independent firm hired by the city (paid for by the applicant). Noise levels must be measured and reported on a point-by-point basis representing all property lines and are not to be presented as a blended or weighted averaging. The report must be approved prior to the issuance of the land disturbance permit.

- (ii) Between 9:00 p.m. and 7:00 a.m., the data center shall not generate noise (as measured at the property line) that is in excess of: 40 dB(A) or 5 dB(A) above the pre-construction ambient noise level, whichever is less; and 60 dB(C).
- (iii) Between 7:00 a.m. and 9:00 p.m., the data center shall not generate noise (as measured at the property line) that is in excess of: 65 dB(A) or 15 dB(A) above the pre-construction ambient noise level, whichever is less; and 70 dB(C).

(iv) Generators.

- (A) Testing of backup generators is limited to twice per month on weekdays during the hours between 9:00 a.m. and 5:00 p.m. and shall not occur on Federal holidays.
- (B) Use of backup generators that exceed the maximum sound levels is permitted during emergency power outages.
- (C) Generators shall utilize acoustic walls and barriers or sound-attenuated enclosures to reduce the noise of generators. Such treatments shall utilize acoustic insulation materials and engineered intake and exhaust silencers.

(l) Data Center Decommissioning and Equipment Disposal Plan, including the following:

(i) Determination of discontinuance.

- (A) Data centers shall be deemed discontinued when the use is discontinued for more than 12 months. The zoning administrator shall notify the property owner of the determination of discontinued by certified mail. The property owner shall initiate decommissioning within 90 days of the date of the determination of discontinued.
- (B) Prior to commencement of decommissioning, the property owner and the zoning administrator shall agree to a schedule to complete the decommissioning process. Such decommissioning processes shall be complete a maximum of 2 years from the date of the determination of abandonment.
- (C) The zoning administrator may revise a determination of discontinuance upon presentation from the property owner of evidence of continued use or of attempts to transfer ownership of the property to another data center operator.
- (D) The zoning administrator shall be notified of any change of property ownership with contact information of the new owner.

- (ii) Equipment replacement estimate. Description of servers, storage systems, and associated equipment and the estimated quantities and replacement cycles.
- (iii) Data destruction compliance procedures. Procedures for secure destruction or sanitization of data in compliance with all state and federal standards.
- (iv) E-waste and hazardous materials management plan. Identification of all waste sources and procedures for compliance with all state and federal standards.
- (v) Recycling strategy. Procedures for the recycling of equipment including certified vendors and landfill disposal plans.
- (vi) Facility decommissioning procedures for power-down, disconnection, and removal of all readily removable data-center equipment and materials that could create a fire, safety, environmental, or public-health hazard if left unused or inadequately maintained, including:
 - (A) Servers, server racks, computer hardware, circuit boards, and other electronic equipment;
 - (B) Standby or emergency generators, except equipment incorporated into an approved reuse of the property;
 - (C) Aboveground and underground fuel-storage tanks, associated piping, pumps, and dispensers;
 - (D) Diesel fuel, gasoline, lubricants, coolants, refrigerants, fire-suppression agents, water-treatment chemicals, and other regulated or potentially hazardous substances;
 - (E) Lead-acid, lithium-ion, and other electrical-energy-storage batteries;
 - (F) Unused transformers, capacitors, switchgear, and electrical equipment containing oil or other regulated substances; and
 - (G) Any other removable equipment or material that the zoning administrator determines, based upon competent evidence, presents a comparable fire, safety, environmental, or public-health risk.
 - (H) This requirement does not apply to structural components, foundations, utility infrastructure, or equipment that will be placed into lawful service as part of an approved reuse of the property, unless the equipment or component itself presents an identified hazard.
- (vii) Site restoration plan. Plan details for how buildings will be re-used or demolished in compliance with all city, state, and federal codes and ordinances.
- (viii) Financial assurance. The applicant shall provide a financial assurance mechanism, such as a surety bond, letter of credit, or an escrow account in the amount necessary to cover the costs of the removal and disposal of all equipment.
- (m) Compliance reporting. Prior to the approvals noted in the charts provided in this section, the applicant shall submit a compliance report that includes the details provided for in the below charts. Reports shall be made public and a public hearing shall be held prior to any application approvals. Such public hearings shall be advertised according to the Notice of Public Hearings in Sec 102-B-12-4(5).

Water and Sewer Capacity	
Rezoning	- An analysis of raw water needs, including the predicted daily demand, daily wastewater generation, and daily consumptive use for every phase of the project construction. - A letter from the public water purveyor indicating sufficient capacity to serve the proposed development.
Preliminary Plat	- All reporting elements required for the rezoning. - Details on the various measures, strategies, techniques, and technologies that will be utilized to reduce the consumption of water, reduce the loss of water, improve the efficiency in the use of water, and establish use of reclaimed water with rationale explaining which method is chosen for the project. - Plans to reduce water demand and alter operations in the event of a water disruption, significant drought events affecting water supplies for critical facilities, or emergency periods of water shortage. - Confirmation from the public water purveyor that any water treatment chemicals used by the development have been approved by the public water purveyor.
During Construction	- Confirmation of compliance with all city, state, and federal codes and ordinances related to this element. - Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- Such reports shall be required to be submitted annually prior to January 31 of each year or by a schedule approved by the city council. - Reporting on the amount of water used for the prior calendar year. - Reporting on the mean amount of water used daily for the prior calendar year. - Reporting on the amount of water discharged daily as wastewater for the prior calendar year. - Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

Power	
Rezoning	- A letter of intent to serve the proposed project from the applicable utility provider(s), confirming that preliminary coordination has occurred and that service to the proposed project is feasible subject to final engineering. Reporting shall include the development's proposed wattage and confirmation from the utility provider that such usage can be provided.
Preliminary Plat	- All reporting elements required for the rezoning. - A proposed power line route plan reflecting the applicable utility provider's plans for all electric lines serving the project.

During Construction	- Confirmation of compliance with all city, state, and federal codes and ordinances related to this element. - Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- Such reports shall be required to be submitted annually prior to January 31 of each year or by a schedule approved by the city council. - Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

Environmental Impact	
Rezoning	- An environmental impact assessment for the proposed project to determine and quantify the potential impacts of the proposed project and to identify steps to mitigate such impacts. - The environmental impact assessment shall be based upon research, site visits, and accepted environmental sampling and investigative practices for water resources, air quality, ecology, archaeology, stormwater management, wildlife assessment, and cultural/historical resources.
Preliminary Plat	- All reporting elements required for the rezoning. - A 10-year plan for how the development will mitigate any identified environmental impacts.
During Construction	- Confirmation of compliance with all city, state, and federal codes and ordinances related to this element. - Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- Such reports shall be required to be submitted annually prior to January 31 of each year or by a schedule approved by the city council. - Progress report and reporting on the implementation of the 10-year plan required as part of the land disturbance permit application. - Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

Cooling and Ventilation	
Rezoning	- Specifications on the proposed cooling and ventilation equipment for the development.
Preliminary Plat	- All reporting elements required for the rezoning.
During Construction	- Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

	- Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- Such reports shall be required to be submitted annually prior to January 31 of each year or by a schedule approved by the city council. - Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

Emergency Response	
Rezoning	- Reporting not required
Preliminary Plat	- The development shall coordinate with the City's Fire and Emergency Services provider to conduct specialized emergency response training at least once per year. Such training shall include all applicable public safety agencies that may respond to the facility. The City's Fire and Emergency Services provider shall coordinate the training with the 911/EMA Director and other responding agencies, as needed. - The development shall reimburse the City's Fire and Emergency Services provider for all costs associated with conducting the training, including personnel, materials, and any necessary equipment related to emergency response at the data center facility. - A BESS Thermal Runaway Management Plan for responding to lithium-ion battery emergencies (when lithium-ion batteries are utilized).
During Construction	- Confirmation of compliance with all city, state, and federal codes and ordinances related to this element. - Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- Such reports shall be required to be submitted annually prior to January 31 of each year or by a schedule approved by the city council. - Documentation of all emergency responses for the development over the prior calendar year. - Reporting on annual training which shall occur annually with all applicable public safety agencies. Training processes, dates, and outcomes shall be included in the annual report. - Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

Traffic and Transportation	
Rezoning	- A Transportation Management Plan (TMP) to be approved by the city. The plan shall delineate strategies for ensuring the traffic generated by the project is able to be accommodated without creating adverse impacts on the city transportation

	network. Plans should also include strategies for promoting the use of alternative forms of transportation such as walking and biking.
Preliminary Plat	- Updated Transportation Management Plan (TMP) materials. - A Construction Traffic Management Plan (CTMP) to be approved by the city. A surety bond shall be required to cover costs related to potential damage to public roads and right-of-way. Transportation improvements that are determined to be necessary to serve the development must be designed in conjunction with the site development plans and must be under construction prior to the issuance of any building permits for permanent structures on the property.
During Construction	- Confirmation of compliance with all city, state, and federal codes and ordinances related to this element. - Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- Such reports shall be required to be submitted annually prior to January 31 of each year or by a schedule approved by the city council. - Progress report and reporting on the implementation of the TMP and CTMP required as part of the land disturbance permit application. - Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

Noise Impact	
Rezoning	- Proposed actions that will be taken to ensure the project complies with all city ordinances and regulations for noise.
Preliminary Plat	- All reporting elements required for the rezoning. - The daytime and nighttime base-line noise level at a point on the property line closest to the primary residential dwelling on an adjoining parcel, and the estimated noise level generated by the proposed project. - A map depicting the noise study area radius, project boundaries, sound level monitoring locations, and the nearest receptor locations. - The projected maximum levels of high and low frequencies.
During Construction	- Confirmation of compliance with all city, state, and federal codes and ordinances related to this element. - Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- Such reports shall be required to be submitted annually prior to January 31 of each year or by a schedule approved by the city council. - Newly submitted reporting on all elements required in for the Preliminary Plat. - Confirmation of compliance with all city, state, and federal codes and ordinances related to this element.

Community Benefits Agreements	
Rezoning	- A community benefits agreement process shall be agreed-to by the applicant and the zoning administrator. The process will include proposed dates for public meetings, staff engagement, and elected officials engagement as part of an overarching schedule to create a community benefits agreement proposal. - A proposal of community improvements and investments that the developer will implement as part of a future development. - Proposed projects including traffic and intersection improvements; bike-pedestrian improvements such as paths and sidewalks; landscaping improvements; aesthetic improvements such as lighting, signage, fences, screening, and gateway markers; and the utilization of specific architectural and building materials. - Plans, elevations, and cross sections that visually communicate the committed elements of the proposed agreement.
Preliminary Plat	- All reporting elements required for the rezoning. - Updated plans, elevations, and cross sections that visually communicate the committed elements of the proposed agreement.
During Construction	- Confirmation of compliance with all community benefits agreement commitments through construction. - Confirmation of compliance with the city approved construction plan throughout the construction process
Post Certificate of Occupancy	- No reporting required.

(2) Junkyard, salvage yard.

(3) Motor vehicle towing.

(4) Personal storage.

(5) Recreational vehicle and boat storage.

(6) Warehousing.

Sec. 102-B-10-11. Sign standards for CR-MX, G-B, and G-LI, and G-HI zoning districts.

In the CR-MX, G-B, and G-LI, and G-HI zoning districts, the following signs are permitted:

(2) Freestanding signs are permitted on individual parcels subject to the following:

(a) One freestanding sign per street frontage.

(b) Maximum height. In CR-MX, G-B, and G-LI, and G-HI zoning districts, the maximum height is 15 feet.

(c) Maximum freestanding sign face area. In CR-MX, G-B, and G-LI, and G-HI zoning districts, the freestanding sign face area is 100 square feet.

CR-MX, G-B, **and** G-LI, **and** G-HI Districts Signage Table

Sign Type	Maximum Number	Maximum Size	Maximum Height	Minimum Setback
Freestanding signs	1 per street frontage, up to a maximum of 2 per property	Monument = 150 square feet per sign (up to 50% may be changeable copy, or, in the CR-MX, a changing sign)	Monument = 15 feet	15 feet from the edge of the street pavement or 2 feet behind the right-of-way, whichever is greater; 50 feet from all other freestanding signs
		Pole = 100 square feet per sign (up to 50% may be changeable copy, or, in the CR-MX, a changing sign)	G-B, and G-LI, and G-HI Pole = 15 feet	
Building sign (wall, canopy, awning)	N/A	Single tenant: 10% of the area of the wall, up to 200 square feet	N/A	N/A
		Multi-tenant: 10% of the front façade for each individual business		
Projecting Signs	1 per street facing storefront	16 square feet	At least 8' clearance to bottom of sign	N/A
Gas canopy signs	1 sign on each of 3 sides of the canopy	20% of the area of the canopy wall	N/A	N/A
Special interstate signs CR-MX only)	1 sign on a lot at least 0.75 of an acre and within 1,000 feet of the centerline of I-85 and within 1,500 feet of the centerline of Lafayette Parkway,	400 square feet	75 feet	At least 10 feet but not more than 100 feet from I-85 R/W; At least 40 feet from all other property lines; At least 1,000 feet from all other freestanding signs

	Hamilton Road or Whitesville Road			
Miscellaneous signs	2 per driveway	6 square feet	3 feet if within the setback; 6 feet if beyond the setback	N/A

Sec. 102-B-12-4. Amendments, procedures, and standards.

(4) Procedures for review.

(g) Developments of **regional impact (DRI)**. If the proposed amendment would meet the thresholds of a **DRI development of impact**, as described in section 102-B-12-5 of this article, the city shall follow the procedures outlined in said section 102-B-12-5.

Sec. 102-B-12-5. - Developments of **regional impact (DRI)**.

(1) Developments of regional impact (DRI).

(a) When an application for a rezoning, special use permit, variance, preliminary plat review or permit includes any proposed development of a use and intensity that meets the definition of a DRI in the most recently published standards of the Three Rivers Regional Commission (TRRC), it shall be deemed to be a DRI.

(2) Developments of local impact (DLI). The following uses and intensities shall be deemed to be a DLI.

- (a) Residential development with a minimum of 125 new lots or primary dwellings.
- (b) All uses within the HI zoning district.
- (c) Industrial uses in all other zoning districts that are greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres.

(3) Required development agreements for developments of impact. All developments of impact shall be required to have a development agreement approved by the city council according to the following provisions:

(a) Process.

- (i) City council approval. Prior to the approval of zoning map changes, preliminary plat approval, final plat approval, land disturbance permit, variance, or special permit for a development of impact, applicants shall be required to have a development agreement adopted by the city council as part of such requested approvals.
- (ii) Public hearings required. Before deciding on any development agreement, the city council shall provide for public notice and a public hearing thereon. No development agreement shall be decided by the city council unless it has first been submitted to the planning commission for review and recommendation pursuant to the requirements of Sec. 102-B-12-4.

- (iii) Amendments. Amendments to previously approved development agreements shall be required to follow the provisions in (i) and (ii) above.
- (b) Contents. Development agreements shall include at a minimum, the following elements:
 - (i) Commitments for public improvements including but not limited to traffic improvements, parks and open space improvements, sidewalks and path improvements, public utility improvements, construction restrictions and conditions;
 - (ii) Utility agreements including but not limited to details related to public utility usage; and
 - (iii) Zoning or development conditions including but not limited to site plans, yards and buffers, building placement, roadway and driveway placement, parks and open spaces, and parking and loading areas.
- (c) Reporting. Development agreements shall include schedules for reporting which will include at a minimum, the following elements:
 - (i) Water and sewer capacity;
 - (ii) Electric consumption;
 - (iii) Environmental impact;
 - (iv) Cooling and ventilation;
 - (v) Emergency response;
 - (vi) Traffic and transportation; and
 - (vii) Noise impact.

SUBCHAPTER 102-C

- Yellow highlights indicate proposed revisions
- Red ~~crossed-out~~ text indicates proposed deleted text
- Bold text indicates proposed new text

Sec. 102-C-8-20. Screening.

(6) Storm water detention and retention facilities shall be screened from view from any public right-of-way. The visual screen shall comply with the standards listed below.

(e) Visual screens in all zoning districts except for ~~G-I~~ **G-LI and G-HI** zoning districts shall be prohibited from utilizing fencing elements when located in front or side yards. Fencing, where permitted, shall be regulated by the fencing standards of section 102-B-4-5 in subchapter 102-B.

Sec. 102-C-8-21. Buffers.

Adjacent Parcel Zoning	Zoning of Parcel to be developed, redeveloped or expanded					
	G-B, and G-LI, G-HI	DT-MX	CR-MR, CR-MX	TN-MX	TN-R	ES-SR, SU-R, G-RL
ES-R, SU-R, G-RL	Type D	None	Type C	Type B	Type A	None
TN-R	Type D	None	Type C	Type A	None	Type A
TN-MX	Type D	None	Type C	None	None	Type A
CR-MR, CR-MX	Type B	None	None	Type A	None	Type B
DT-MX, G-B, G-LI, G-HI	None	None	None	None	None	Type A

(7) Disturbance or encroachments.

- Buffers shall **not** contain ~~any~~ **no driveways**, parking areas, patios, storm water detention facilities, or any other structure or accessory uses except for approved structural buffers.
- Underground utilities, **driveways, vegetated berms, public sidewalks, paths, and trails** may be permitted ~~to cross within~~ a buffer if the screening standards of this article will be subsequently achieved to the satisfaction of the zoning administrator.

Sec. 102-C-9-10. Information to be provided on preliminary plat.

(14) ~~Proposed layout including streets and alleys with proposed street names, right-of-way and pavement widths, lot lines with approximate dimensions, easements, land to be reserved or dedicated for public uses, and any land to be used for purposes other than single-family dwellings. All existing and proposed streets with corresponding rights-of-way widths; the boundaries of all proposed lots, together with the dimensions of each lot; the proposed location and general footprint of all buildings on each lot; and the proposed use of each lot and building. All information shall be shown with sufficient clarity and detail to allow the~~

zoning administrator to evaluate compliance with the applicable development requirements of the UDO.

Sec. 102-C-9-55. Requirements for G-HI zoning districts.

(1) Financial guarantees and assurances.

- (a) The developer shall be required to fund or construct all necessary upgrades to water, sewer, electrical, roadway, waste water, stormwater, and natural gas infrastructure directly or indirectly caused by the project.
- (b) All required infrastructure improvements shall be completed prior to or in conjunction with each phase of development, as determined by the zoning administrator.
- (c) Financial guarantees, bonds, or other security assurances shall be required to ensure completion of all required improvements.
- (d) All required improvements and necessary repairs shall meet city standards and be completed to the satisfaction of the City Engineer or designated official.

(2) Limitations on activities.

- (a) Weekday construction working hours are limited to between 7:00 AM and 8:00 PM.
 - (b) Saturday construction working hours are limited to between 9:00 AM and 8:00 PM.
 - (c) Construction on Sundays shall be prohibited.
 - (d) Pile driving, jackhammering, and blasting are banned on weekends and federal holidays.
 - (e) Sound barriers shall be required for active construction activity that will occur within 750 feet from the property line of any residential or public/institutional principal use and shall:
 - (i) Be installed before construction activity begins and remain in place for the duration of construction activity;
 - (ii) Be at least 8 feet high, or higher where necessary to interrupt the direct line of sight between the principal noise source and the affected receiver, as demonstrated in the approved plan;
 - (iii) Be continuous along the portion needed for effective shielding, with joints sealed or overlapped and no substantial gaps at the ground or between panels;
 - (iv) Consist of solid panels, acoustical blankets, or an equivalent assembly documented to provide adequate sound transmission loss for the proposed activity. Chain-link fencing, ordinary construction mesh, and vegetation alone do not qualify;
 - (v) Be securely installed and maintained to withstand reasonably anticipated wind and construction-site conditions, without obstructing required access, drainage, sight distance, emergency response, or worker safety; and
 - (vi) Be repaired or replaced promptly if damaged or displaced.
- (3) Prior to the issuance of a land disturbance permit, a construction plan shall be submitted and approved by the zoning administrator, which shall include the following:**
- (a) A plan to control dust, erosion, and sediment control.

- (b) A plan for noise and vibration mitigation during construction.
- (c) Information on the blasting/construction techniques that will be utilized.
- (d) A traffic route plan that must be approved by the governing jurisdiction for each roadway
- (e) A plan for ongoing site maintenance and environmental compliance.

SUBCHAPTER 102-D

- Yellow highlights indicate proposed revisions
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- **Bold** text indicates proposed new text

The following definitions should be added in alphabetical order to Sec. 102-D-1-2.

Sec. 102-D-1-2.

Cryptocurrency Mining. The commercial process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain, and also the means through which new units of cryptocurrencies are released, through the use of server farms or data centers employing data processing equipment.

Cryptocurrency Processing, Related Services. A building or structure whose primary use is operating data processing equipment for Cryptocurrency mining; excludes spaces for commercial offices, storage, shipping and receiving, warehousing, or any other space that is not electronic processing.

Data Centers. A building, structure, complex, or group of buildings and/or structures, facility, or dedicated space within a building, structure, complex or facility that houses information technology related infrastructure, including but not limited to, computer systems, networks, servers, applications, appliances, services, and other associated components or facilities used for the remote storage, processing, or transmission of digital data associated with those computer systems, networks, servers, applications, appliances, service, and other associated components or facilities. Associated components and facilities may also include air handlers, water cooling towers, generators, fuel storage cells, storage facilities, utility substations, and other associated utility infrastructure to support operations. When a building or buildings meets the definition of a data center but is accessory to an otherwise permitted use on the property, such accessory areas are limited to a maximum of 20,000 sq ft or ten (10) percent of the total floor area of the combined property or development, whichever is less.

