

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA
AND
CASCADE HILLS CHURCH

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into as of the date of the last signature below by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and CASCADE HILLS CHURCH ("*Cascade Hills*") for the landscaping, beautification, and ongoing maintenance of the section of Georgia Department of Transportation ("*GDOT*") right-of-way on Highway 80/22 from M.P. 2.2– M.P. 2.3 ("*Project Location*"). This Project will be authorized through the Adopt-a-Spot Program of the Columbus, Georgia Department of Public Works (the "Project").

WHEREAS Cascade Hills is a non-profit 501(c)(3) Corporation which desires to assist in the beautification of a portion of the Highway 80/22 corridor right-of-way within Columbus, Georgia.

WHEREAS Cascade Hills is offering to provide the funding for improvements and ongoing landscape maintenance for the plantings and other proposed improvements at the Project Location; and

WHEREAS the Project Location is on Georgia Department of Transportation right-of-way but is maintained by the City's Department of Public Works; and,

WHEREAS Cascade Hills has applied to participate in the Department of Public Works' Adopt-a-Spot Program and submitted the Plans attached as Exhibit A ("the Plans") for the beautification of the Project Location and offered to retain a contractor to provide the proposed landscape installation work and on-going maintenance of the site.

NOW THEREFORE, to carry out the public purposes as set forth above, the City and Cascade Hills hereby agree as follows:

1. The City's Obligations

(a) The City agrees to allow Cascade Hills and its Contractor to make the landscape improvements at the Project Location to beautify a focal point in Columbus' roadways as specified in the Plans.

(b) The City has reviewed and approved the Plans for the Project.

(c) The City will execute and authorize the submission of an application to GDOT to obtain a permit for the Project within GDOT right-of-way. The application will include a Mowing and Maintenance Agreement executed by the City and attached as Exhibit "B" to this Agreement.

2. Cascade Hills' Obligations

- (a) Cascade Hills' Obligations are subject to the approval of the Project by the Georgia Department of Transportation:
- (b) Cascade Hills will be fully responsible for the financial requirements of the installation and ongoing maintenance of the Project.
- (c) It is understood that Cascade Hills intends to use the services of a licensed and bonded contractor to carry out the installation and on-going maintenance of the Project. Additionally, any contractor or subcontractor working on the Project will provide a Certificate of Insurance in amounts satisfactory to the City naming the City as an additional insured.
- (d) If installation or maintenance activities require lane closure or obstruction of sidewalks, Cascade Hills or its contractor shall submit an appropriate traffic control plan to the Engineering Department and obtain all required permits and approvals prior to commencing such work.
- (e) Cascade Hills is responsible for all on-going maintenance of the landscape improvements, plant material and irrigation system installed for the Project all as specified in Exhibits A and B. Cascade Hills will also be responsible for repairing and replacing plant material damaged because of acts of third parties.
- (f) Should the plantings not be able to be executed per the plans for any reason, Cascade Hills will obtain prior approval from the Arborist before proceeding with substitutions.
- (g) Cascade Hills will obtain waiver(s) from any individual volunteer participant(s) working on the Project site by using the waiver and release document supplied by the Adopt-a-Spot program and such waivers will be filed with the Director of the Department of Public Works.

- 3. Cooperation. The parties will cooperate with each other in good faith in pursuing the completion of the undertakings of the parties hereunder.
- 4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
- 5. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.
- 6. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
- 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

8. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing executed by the parties hereto.

9. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or three (3) days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and Cascade Hills, at the addresses shown below or at such other addresses as may be furnished by the City or Cascade Hills in writing from time to time:

City: Office of the City Manager
1111 1st Avenue, 4th Floor
Columbus, Georgia 31901
Attention: City Manager, Tyson Begly

with a copy to:

City Attorney
P.O. Box 1340
Columbus, Georgia 31902

Cascade Hills:

Cascade Hills Church
727 54th Street
Columbus, GA 31904
Attention: Scott Dykes, Administrator

10. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

11. Right-of-Way Ownership. The parties acknowledge that the Project Location is located within GDOT right-of-way and that all improvements shall remain subject to GDOT's continuing authority and applicable permit requirements. Neither the City nor GDOT shall be responsible for replacement of landscaping or irrigation improvements removed or damaged because of roadway, utility, maintenance, or other public improvement activities.

COLUMBUS, GEORGIA

Date Signed: _____

By: _____
Tyson Begly, City Manager

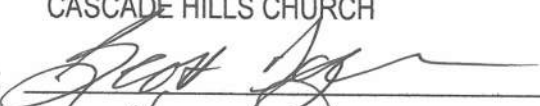
Attest: _____
Lindsey McLemore, Clerk of Council

Approval as to Form:

Clifton C. Fay, City Attorney

CASCADE HILLS CHURCH

Date Signed: 8.27.26

By: 

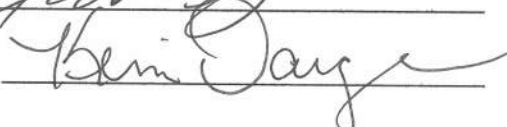
Attest: 

EXHIBIT "B"



Special Encroachment Permit
S.R. 22 (Highway 80 East)
District 3 – Columbus, Georgia
Cascade Hills Church – Applicant
Permit Reference I.D. #A-215-013729-3

Mowing and Maintenance Agreement & Schedule

The Applicant agrees to be responsible for all landscape related maintenance for the proposed project location on GDOT right-of-way. Landscape Maintenance will commence at installation and continue for the term of the Mowing and Maintenance Agreement.

Landscape Maintenance will include, but not be limited to:

Turf: Mowing, Edging, Weed Control, herbicide and insecticide treatments, fertilizing, liming and watering.

Trees: Straightening leaning trees, pruning, pest control, fertilizing, and watering.

Shrubs & Ornamental Grasses: Pruning, integrated pest control, fertilizing, weeding, and watering.

Perennials and Annuals: Pruning, integrated pest control, fertilizing, weeding, and watering. And replacing annuals seasonally.

Mulch: Re-apply pine straw mulch in all Plant Beds and around tree rings two times per year (minimum) to maintain a clean, crisp appearance.

Trash: Be responsible for picking up and disposing of trash and debris that collects within the Project Limits.

Irrigation System. Will be responsible for maintaining and repairing the Irrigation System to ensure that watering is optimized.

A handwritten signature in black ink, appearing to read 'Scott Dykes', with a long horizontal line extending to the right.

Scott Dykes, Church Administrator

END OF EXHIBIT "B"