



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance for annexation of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: February 3, 2021

Budget Item: No

Date Received: December 18, 2020

Application Accepted: January 5, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District utilizing the 100% method per O.C.G.A. §36-36-20. The property is currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

Water and Sewer: According to the City of Locust Grove Public Works Department, the subject properties are not currently serviced by city water or sewer services. However, at the developer's expense, they may connect to nearby water and sewer lines. Sanitary sewer service can be provided by the City of Locust Grove. However, water will be serviced by the Henry County Water Authority. The subject properties are not located within any Watershed Protection Areas.

Police Services: If the Subject Property is annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the low-density rural character single-family residential uses remaining the same, if annexed into the City of Locust Grove.

Recommendation:

Staff recommends approval of the applicant's request.

I MOVE TO (approve/deny/table) THE ANNEXATION OF THE SUBJECT PROPERTIES (PARCEL ID: 147-01025008 & 147-01025009) LOCATED AT 245 & 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2ND DISTRICT.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX APPROXIMATELY 1.91+/- ACRES AND 211.97+/- ACRES LOCATED AT 245 AND 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

WHEREAS, Ida L. Sims, William P. Sims, and Leanna J. Sims (the “Applicants”) petitioned the City to annex and rezone properties located at 245 and 375 Locust Road consisting of 211.97 +/- acres and 1.91 +/- acres (Parcel IDs: 147-01025008 & 147-01025009) totaling 213.88+/- acres, located in Land Lots 132, 133, and 156 of the 2nd District (the “Properties”) attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex and rezone the subject Properties into the City of Locust Grove on December 18, 2020 as shown in the staff report attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the City of Locust Grove accepted the application for annexation on January 5, 2021; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their February 2, 2021 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on February 22, 2021 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Properties retain the same zoning in the City (RA: Residential Agricultural) that they had in the County (RA: Residential Agricultural), addressed under a separate action; and,

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

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

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

1.

- That the request for annexation is hereby **APPROVED**.
- That the request for annexation is hereby **DENIED**.

2.

That the use of the Property is subject to:

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

3.

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

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 1st day of March 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**APPLICATION FOR ANNEXATION UNDER
THE ONE HUNDRED PERCENT (100%) METHOD**

Date of Submission: 12/1/2020

To the Mayor and City Council of the City of Locust Grove, Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Locust Grove, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-20) to the existing corporate limits of Locust Grove, Georgia, and the description of such territory is hereto attached as Exhibit A.

OWNERS NAME(S) Ida L. Sims

PROPERTY LOCATION 245 Locust Road, Locust Grove, GA 30248

PHONE NUMBER (678) 895-8877

ALTERNATE PHONE _____

LAND LOT/DISTRICT Land Lots 132, 133 and 156, 2nd District

ACREAGE 213.34 Correct acreage is: 211.97 +/- acres. Please see updated survey description for correct acreage.

MAP CODE NO. Parcel ID 147-01025008

ZONING CLASSIFICATION RA Residential Agricultural

SIGNATURE(S) Ida L. Sims **Date** 12-1-2020

Date _____

All property owners must sign as their name appears on the Deed.

**APPLICATION FOR ANNEXATION UNDER
THE SIXTY PERCENT (60%) METHOD
LAND OWNERS AND ELECTORS**

Date of Submission: 12/17/2020

To the Mayor and City Council of Locust Grove, Georgia:

1. We, the undersigned, representing not less than 60 percent of the electors resident in the territory described herein and the owners of not less than 60 percent of the real property within the territory described herein, do respectfully request that the City of Locust Grove, Georgia, said City having a population of 200 or more persons, and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-31) to the existing corporate limits of Locust Grove, Georgia, and description of such territory is attached as Exhibit A.

OWNERS NAME(S) William P. Sims

Leanna J. Sims

PROPERTY LOCATION 375 Locust Rd, Locust Grove, GA 30248

PHONE NUMBER (678) 895-6877

ALTERNATE PHONE _____

LAND LOT/DISTRICT Land Lots 132, 133 and 156, 2nd District

ACREAGE 1.91

MAP CODE NO. Parcel ID 147-01025009

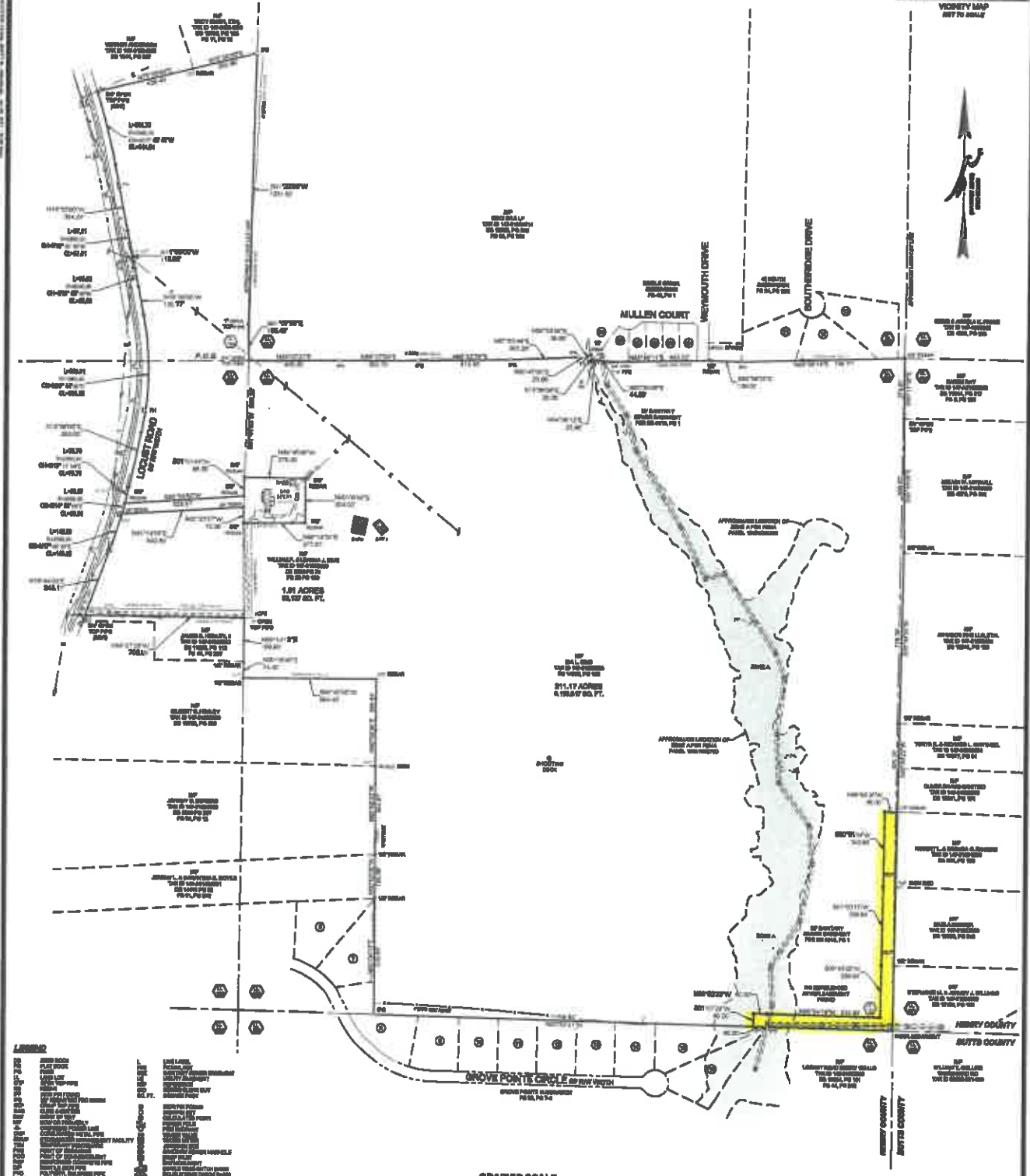
ZONING CLASSIFICATION RA Residential Agricultural

SIGNATURE(S) William P. Sims **Date** 12-16-2020

Leanna J. Sims **Date** 12-16-2020

All property owners must sign as their name appears on the Deed.
FORM 2

**ANNEXATION EXHIBIT FOR
SIMS PROPERTY
LAND LOT 132, 133 & 156, 2ND DISTRICT
HENRY COUNTY, GEORGIA**



- LEGEND**
- 1. LOT
 - 2. EASEMENT
 - 3. ENCUMBRANCE
 - 4. FLOOD ZONE
 - 5. PROPERTY LINE
 - 6. ...



FLOOD NOTE
An advisory flood zone has been shown on this plat. It is not a guarantee of flood insurance coverage. The flood zone is shown as a guide only and is not intended to be used as a basis for any other action.

1 OF 1



DATE	
BY	
TITLE	
FOR	
BY	

REVISIONS

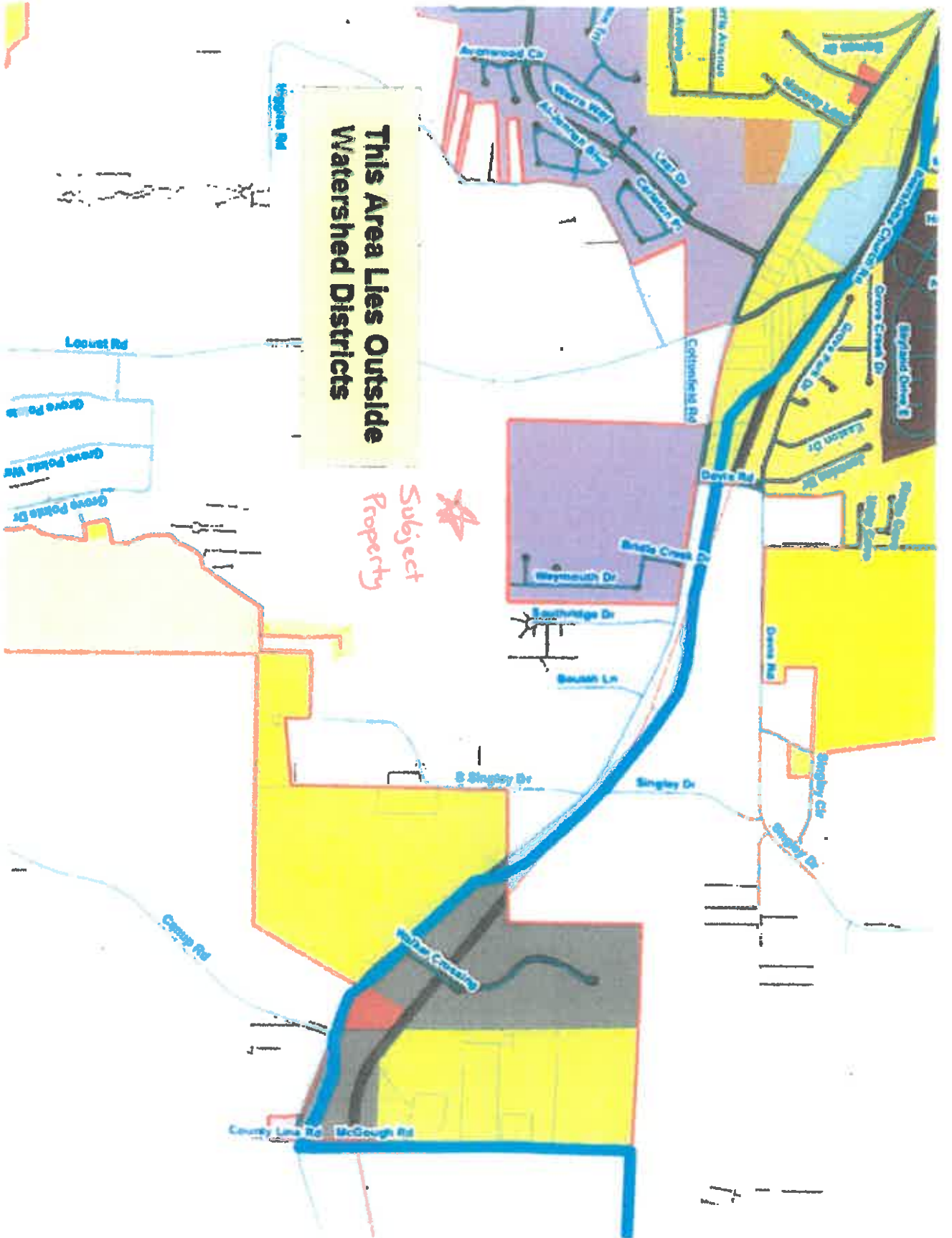
THIS PLAN WAS PREPARED FOR THE WELL-BEING OF THE PUBLIC, AND THE QUALITY OF THE PROFESSIONAL SERVICE IS GUARANTEED. THE SIGNATURE OF THE PROFESSIONAL ENGINEER IS REQUIRED FOR ALL WORK UNDER HIS SUPERVISION. AN EXPRESSION OF OPINION IS NOT REQUIRED FOR ANY OTHER WORK.

ANNEXATION EXHIBIT FOR SIMS PROPERTY

LOCATED IN LAND LOTS 132, 133 & 156, 2ND DISTRICT HENRY COUNTY, GEORGIA

PLAT

COMMUNITY PLAN





SURVEY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8 INCH REBAR LOCATED SOUTH 01 DEGREES 41 MINUTES 53 SECONDS WEST, 530.26 FEET FROM A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;
THENCE, SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 275.30 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, 204.02 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 89 DEGREES 14 MINUTES 35 SECONDS WEST, 277.07 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 00 DEGREES 23 MINUTES 57 SECONDS EAST, 72.35 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 86 DEGREES 10 MINUTES 58 SECONDS WEST, 542.60 FEET TO A 3/8 INCH REBAR AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);
THENCE, WITH SAID RIGHT-OF-WAY LINE, 50.07 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 14 DEGREES 59 MINUTES 09 SECONDS EAST, 50.06 FEET) TO A 3/8 INCH REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 85 DEGREES 54 MINUTES 50 SECONDS EAST, 529.97 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 01 DEGREES 01 MINUTES 40 SECONDS EAST, 86.55 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 1.91 ACRES (83,137 SQUARE FEET).

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;
THENCE, WITH THE NORTHERLY LINE OF LAND LOT 132, NORTH 89 DEGREES 07 MINUTES 21 SECONDS EAST, 405.83 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 89 DEGREES 27 MINUTES 50 SECONDS EAST, 350.70 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 88 DEGREES 42 MINUTES 00 SECONDS EAST, 413.35 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 87 DEGREES 03 MINUTES 44 SECONDS EAST, 305.28 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, SOUTH 69 DEGREES 47 MINUTES 00 SECONDS EAST, 23.96 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 58 DEGREES 53 MINUTES 46 SECONDS EAST, 38.85 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 13 DEGREES 06 MINUTES 09 SECONDS EAST, 28.30 FEET TO A 20 INCH OAK TREE;
THENCE, WITH THE SOUTHERLY LINE OF BRINDLE CREEK SUBDIVISION (PLAT BOOK 49, PAGE 1), NORTH 84 DEGREES 38 MINUTES 12 SECONDS EAST, 23.98 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 83 DEGREES 30 MINUTES 49 SECONDS EAST, 44.89 FEET TO A 3/4 INCH OPEN TOP PIPE;
THENCE, NORTH 88 DEGREES 46 MINUTES 11 SECONDS EAST, 463.33 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 88 DEGREES 56 MINUTES 33 SECONDS EAST, 139.00 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, WITH THE SOUTHERLY LINE OF 42 SOUTH SUBDIVISION (PLAT BOOK 24, PAGE 282), NORTH 88 DEGREES 09 MINUTES 18 SECONDS EAST, 748.77 FEET TO A 5/8 INCH REBAR AT THE COMMON CORNER OF LAND LOTS 131, 132, 157 AND 158;
THENCE, WITH THE EASTERLY LINE OF LAND LOT 132, SOUTH 00 DEGREES 17 MINUTES 30 SECONDS EAST, 274.61 FEET TO A 3/4 INCH OPEN TOP PIPE;
THENCE, SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST, 608.93 FEET TO A 5/8 INCH REBAR;
THENCE, SOUTH 00 DEGREES 54 MINUTES 34 SECONDS WEST, 778.58 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 405.25 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 89 DEGREES 08 MINUTES 26 SECONDS WEST, 60.00 FEET TO A POINT;
THENCE, SOUTH 00 DEGREES 51 MINUTES 34 SECONDS WEST, 342.98 FEET TO A POINT;
THENCE, SOUTH 01 DEGREES 00 MINUTES 15 SECONDS WEST, 359.64 FEET TO A POINT;
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 296.54 FEET TO THE SOUTHERLY LINE OF LAND LOT 132;
THENCE, WITH SAID LAND LOT LINE, NORTH 88 DEGREES 54 MINUTES 16 SECONDS WEST, 520.31 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, WITH THE NORTHERLY LINE OF GROVE POINTE SUBDIVISION (PLAT BOOK 30, PAGE 7), NORTH 88 DEGREES 52 MINUTES 41 SECONDS WEST, 1,766.92 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 00 DEGREES 04 MINUTES 13 SECONDS EAST, 530.69 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, 198.96 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 08 MINUTES 22 SECONDS WEST, 404.67 FEET TO AN ANGLE IRON;
THENCE, NORTH 00 DEGREES 08 MINUTES 26 SECONDS EAST, 396.69 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 89 DEGREES 40 MINUTES 55 SECONDS WEST, 594.42 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 16 MINUTES 45 SECONDS EAST, 74.40 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, 199.98 FEET TO A 1 INCH OPEN TOP PIPE;
THENCE, NORTH 89 DEGREES 27 MINUTES 26 SECONDS WEST, 706.69 FEET TO A 3/4 INCH OPEN TOP PIPE AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);

THENCE, WITH SAID RIGHT-OF-WAY LINE, NORTH 19 DEGREES 44 MINUTES 00 SECONDS EAST, 348.17 FEET TO A POINT;
THENCE, 140.68 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 43 MINUTES 05 SECONDS EAST, 140.65 FEET) TO A 3/8 INCH REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 86 DEGREES 10 MINUTES 56 SECONDS EAST, 542.60 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 00 DEGREES 23 MINUTES 57 SECONDS WEST, 72.35 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 89 DEGREES 14 MINUTES 35 SECONDS EAST, 277.07 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, 204.02 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 275.30 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST, 86.55 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 85 DEGREES 54 MINUTES 50 SECONDS WEST, 529.97 FEET TO A 3/8 INCH REBAR AT SAID EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD;
THENCE, WITH SAID RIGHT-OF-WAY LINE, 75.70 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 11 MINUTES 04 SECONDS EAST, 75.70 FEET) TO A POINT;
THENCE, NORTH 12 DEGREES 06 MINUTES 00 SECONDS EAST, 253.00 FEET TO A POINT;
THENCE, 539.61 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1,360.00 FEET AND A CHORD BEARING NORTH 00 DEGREES 44 MINUTES 00 SECONDS EAST, 536.08 FEET) TO A POINT;
THENCE, NORTH 10 DEGREES 38 MINUTES 00 SECONDS WEST, 130.77 FEET TO A POINT;
THENCE, 85.52 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 9,800.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 53 MINUTES 00 SECONDS WEST, 85.52 FEET) TO A POINT;
THENCE, NORTH 11 DEGREES 08 MINUTES 00 SECONDS WEST, 115.92 FEET TO A POINT;
THENCE, 57.01 FEET ALONG A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 5,600.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 50 MINUTES 30 SECONDS WEST, 57.01 FEET) TO A POINT;
THENCE, NORTH 10 DEGREES 33 MINUTES 00 SECONDS WEST, 304.24 FEET TO A POINT;
THENCE, 341.73 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 48 MINUTES 48 SECONDS WEST, 341.54 FEET) TO A 3/4 INCH OPEN TOP PIPE;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 75 DEGREES 38 MINUTES 00 SECONDS EAST, 436.45 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 75 DEGREES 36 MINUTES 00 SECONDS EAST, 282.89 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, SOUTH 01 DEGREES 22 MINUTES 30 SECONDS WEST, 1,231.62 FEET TO A 1 INCH OPEN TOP PIPE;
THENCE, SOUTH 01 DEGREES 07 MINUTES 55 SECONDS EAST, 165.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 211.97 ACRES (9,233,328 SQUARE FEET).

STATE OF GEORGIA
COUNTY OF ROCKDALE

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT
2016 APR -8 PM 12:01

After recording, return to:
French Law Group, LLC
921 Commercial Street, NE
Conyers, GA 30012
File 9828-001

Please cross reference to
Deed Book 12086, page 36
Deed Book 12086, page 38
Deed Book 12086, page 39

BN: 14536 PG: 182-186
Filed and Recorded Apr-08-2016 03:28:26PM
DOC#: 02016-008244
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

**AFFIDAVIT AFFECTING TITLE TO REAL PROPERTY
JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP AFFIDAVIT**

BEFORE ME, the undersigned attesting authority in and for said State and County, comes now the undersigned deponent, who after being duly sworn, deposes and says on oath the following:

1) That this affidavit relates to the following described real property (hereinafter referenced as "Property"):

ALL THAT TRACT or parcel of land, lying and being in Henry County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

That Properties were conveyed to O. P. SIMS and IDA LOU SIMS, as Joint Tenants With Right of Survivorship by Warranty Deeds recorded in Deed Book 12086, Page 36, Deed Book 12086, Page 38, and Deed Book 12086, Page 39 Henry County, Georgia records.

2) That O. P. SIMS departed this life on February 17, 2013, and a copy of his death certificate is attached hereto as Exhibit "B".

3) That on the date of the deceased joint tenant's death, the undersigned is now the sole fee simple owners of said Property

14
3

This 31st day of March, 2016.

Ida Lou Sims
Name of Deponent (Affiant)

Sworn to and subscribed before me, this

31st day of March, 2016


Notary Public



TRACT ONE

ALL THAT TRACT or parcel of land lying and being in Land Lot 166 of the 2nd District, Henry County, Georgia, being Lot 11 and part of Lot 12 of the Edward Welch Subdivision, as shown and delineated on a plat of Survey prepared for Terri L. Rivers, by W. R. Franks, Registered Land Surveyor, dated 12/6/95, and being more particularly described as follows:

Begin at an iron pin located on the northwesterly right-of-way line of Fuller Road (40' R/W), 170.0 feet northeasterly as measured along said right-of-way line from the point formed by the intersection of said right-of-way line with the northerly right-of-way line of Jackson Street; thence North 65 degrees 45 minutes West, 950.0 feet to a point; thence North 15 degrees 15 minutes East, 15.0 feet to a point; thence North 58 degrees 37 minutes East, 108.7 feet to an iron pin; thence North 15 degrees 34 minutes 53 seconds East, 22.84 feet to an iron pin; thence South 66 degrees 58 minutes 22 seconds East, 276.98 feet to an iron pin located on the northwesterly right-of-way line of Fuller Road; thence South 15 degrees 44 minutes 06 seconds West, along the northwesterly right-of-way line of Fuller Road, 134.7 feet to the Point of Beginning.

TRACT TWO

ALL THAT TRACT or parcel of land lying and being in Land Lot 125 of the 7th District, Henry County, Georgia, being Lot 26, of Rosewood, Phase 1, as per plat recorded in Plat Book 16, Page 241, Henry County, Georgia Records, which plat is incorporated herein by this reference and made a part of this description.

TRACT THREE

ALL THAT TRACT or parcel of land containing seventy four and three quarters acres and eighty acres both tract join, more or less, lying and being in Locust Grove District, Henry County Georgia, and bounded on the North by lands of E. C. Morris, on the East by lands of J. R. Price and B. T. Glass, on the South by land of J. A. Brown, and on the West by land of Gilbert Hanley and S. F. Rosser. Known as the Henry Jester Place and Price Colvin Place.

Being the same property conveyed by J. H. Brown in Warranty Deed dated January 14, 1948, of record in deed book 89, page 142, Henry County Records.

TRACT FOUR

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 2nd Land District of Henry County, Georgia, containing 16.05 acres of land, and being known as Parcel "A" according to a plat and survey made for J. L. Christien et al., dated August 10, 1971, and being more fully described according to said plat and survey as follows:

BEGINNING at an iron pin on the North land lot line of Land Lot 133, which point is its intersection with the East right of way line of Locust Grove Road or Brown Road, and from said point of beginning running thence along North land lot line of Land Lot 133 South 88 degrees 54 minutes East 463.7 feet to an iron pin located at the Northeast corner of Land Lot 133; thence South 1 degree 02 minutes 30 seconds West 1337.6 feet to an iron pin; thence North 88 degrees 54 minutes West 703.3 feet to an iron pin located on the East right of way line of Locust Grove or Brown Road; thence along East right of way line of said public road the following bearings and distances: North 19 degrees 39 minutes 30 seconds East 384.8 feet to an iron pin, North 14 degrees 04 minutes East 449.6 feet to an iron pin, North 09 degrees 28 minutes East 256.7 feet to an iron pin, and North 03 degrees 29 minutes 30 seconds West 281.5 feet to the point of beginning.

Said land is bounded as follows: On the North by lands of grantors herein; East by land of Palmer Sims; South by lands of Hanley Estate; and West by Public road.

BK: 14536 PG: 185

EXHIBIT "B"

DEATH CERTIFICATE

COPY UNAUTHORIZED

GEORGIA DEATH CERTIFICATE **11-1576-001-10** 201908A000048439

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) OSCAR PALMER BERRY		3A. IF FEMALE, ENTER LAST NAME AT BIRTH		2. SEX MALE	3B. DATE OF DEATH (Mo., Day, Year) 02/21/2013
3. SOCIAL SECURITY NUMBER		4A. AGE (Years)	4B. UNDER 1 YEAR	4C. UNDER 1 DAY	4. DATE OF BIRTH (Mo., Day, Year) 02/21/1921
5. BIRTHPLACE GEORGIA		7A. RESIDENCE - STATE GEORGIA		7B. COUNTY HENRY	7C. CITY, TOWN LOCUST GROVE
7A. STREET AND NUMBER 843 JACKSON STREET		7D. ZIP CODE 30248	7E. INSIDE CITY LIMITS YES		8. ARMED FORCE? YES
9A. USUAL OCCUPATION RURAL MAIL CARRIER		9B. KIND OF INDUSTRY OR BUSINESS POSTAL SVC - GOVERNMENT			
6. MARITAL STATUS MARRIED		10. SPOUSE NAME IDA LOU MILLER		11. FATHER'S FULL NAME (First, Middle, Last) OSCAR WESLEY BERRY	
12. MOTHER'S M maiden name (First, Middle, Last) MARY LEE PATRICK		13A. INFORMANT'S NAME (First, Middle, Last) IDA LOU BERRY		13B. RELATIONSHIP TO DECEDENT SPOUSE	
15A. MAILING ADDRESS 843 JACKSON STREET LOCUST GROVE GEORGIA 30248		14. DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GED COMPLETED			
15. ORIGIN OF DECEDENT (Irish, Mex., French, English, etc.) NO, NOT SPANISH/HISPANIC/LATINO		16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE			
17A. IF DEATH OCCURRED IN HOSPITAL EMERGENCY ROOM/OUTPATIENT		17B. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify)			
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) PIEDMONT HENRY HOSPITAL		19. CITY, TOWN OR LOCATION OF DEATH STOCKBRIDGE		20. COUNTY OF DEATH HENRY	
21. METHOD OF DISPOSITION (Specify) BURIAL		22. PLACE OF DISPOSITION LOCUST GROVE CEMETERY HWY 41 S LOCUST GROVE GEORGIA 30248		23. DISPOSITION DATE (Mo., Day, Year) 02/21/2013	
24A. EMERALD'S NAME HARVEY MCKINLEY		24B. EMERALD LICENSE NO. 2288	24C. FUNERAL HOME NAME HARTSHORN FUNLS AND CREMATIONS		
25A. FUNERAL HOME ADDRESS 1748 ZACK HINTON PARKWAY MCDONOUGH GEORGIA 30253					
26A. SIGNATURE OF FUNERAL DIRECTOR BETTY PURCELL		26B. FULL OIL LICENSE NO. 4178	26C. AMENDMENTS		
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 02/17/2013		28. HOUR PRONOUNCED DEAD 08:33 PM			
29A. PRONOUNCER'S NAME WOODY FRANCIS		29B. LICENSE NUMBER 48335	29C. DATE SIGNED 02/18/13		
30. TIME OF DEATH 08:33 PM		31. WAS CASE REFERRED TO MEDICAL EXAMINER NO			
32. Part I. Enter the date of onset, duration, or continuation that closely approximates the death. DO NOT enter period unless such as periodic onset, respiratory arrest, or convulsive contractions (Specify the groups, DO NOT abbreviate). SEVERE ACUTE STENOSES					Approximate interval between onset and death 10 YEARS
32. Part II. Enter significant conditions contributing to death but not related to those given in Part I. If female, indicate if pregnant or within 60 days of death. CHRONIC OBSTRUCTIVE PULMONARY DISEASE					Approximate interval between onset and death 15 YEARS
32. Part III. Enter significant conditions contributing to death but not related to those given in Part I. If female, indicate if pregnant or within 60 days of death. DEMENTIA					Approximate interval between onset and death UNKNOWN
33. TOBACCO USE CONTRIBUTED TO DEATH NO		34. IF FEMALE (Specify 10-44) PREGNANT NOT APPLICABLE		35. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL	
36. DATE OF INJURY (Mo., Day, Year)		36A. TIME OF INJURY	40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)		41. INJURY AT WORK? (Yes or No)
42. LOCATION OF INJURY (Street, Aisleway Number, City or Town, State, Zip, County)					
43. Describe how injury occurred				44. IF TRANSPORTATION RELATED	
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certificate (Name, Title, License No.) DAVID S. REMINGTON, MD, 4718			46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)		
47A. DATE SIGNED (Mo., Day, Year) 02/12/13		47B. HOUR OF SIGNATURE 08:33 PM		48. DATE FILED - REGISTRAR (Mo., Day, Year) 02/22/13	
47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH DAVID S. REMINGTON 221 S 5TH STREET SUITE 202 GEORGIA 30246					
49. REGISTRAR (Signature) DR DONNA L. MOORE				48. DATE FILED - REGISTRAR (Mo., Day, Year) 02/22/13	

82239
8878

BOOK 2239 PAGE 70

RETURN TO:
MURPHY & SCHNEIDER, P.C.
2780 WATLEY ROAD
ATLANTA, GEORGIA 30329

RECORDED
INDEXED
FEB 29 1996
HENRY COUNTY, GA

RECORDED 16080408

Joint Tenancy with Survivorship Warranty Deed

STATE OF GEORGIA,
COUNTY OF HENRY

FILED
MAR 10 1996
HENRY COUNTY, GA

This instrument made this 11th day of January, in the year One Thousand Nine Hundred Ninety-Six, between WILLIAM P. SHIB, of the County of HENRY, State of Georgia, as grantor or part of the first part, hereinafter called Grantor, and WILLIAM P. SHIB and LARUNA A. SHIB, as joint tenants with survivorship and not as tenants in common on the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, in and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 122 & 123 OF THE 2ND DISTRICT OF HENRY COUNTY, GEORGIA, BEING 1.3 ACRES AS SHOWN PER PLAN OF SURVEY SHOWN IN PLAT BOOK 22, PAGE 128, AFORESAID RECORDS, SAID PLAT BEING INCORPORATED AND MADE A PART OF THIS DESCRIPTION BY REFERENCE.

THIS CONVEYANCE is made subject to all existing covenances, encumbrances and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, powers and appurtenances thereto, in the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FREE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated 44-2-11, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Witness, sealed and delivered in the presence of

[Signature]
WITNESSES


[Signature]
WILLIAM P. SHIB (Grantor)

(Grantor)

(Grantor)

HENRY COUNTY GEORGIA
RECORDER'S OFFICE
INDEXED - 0 - 2015
DATE 2-2-96
[Signature]
CLAYTON B. SMITH

002537

EXHIBIT B



REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

ANNEXATION & REZONING

Property Information

Tax ID	147-01025008 & 147-01025009
Location/address	Land Lots 132, 133, and 156 of the 2nd District 245 & 375 Locust Road
Parcel Size	1.91+/- acres and 211.97 +/- acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex and Rezone RA-zoned property from unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Vacant/Single-family residential unincorporated Henry County
Future Land Use	Low-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District. The properties are currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City. The Applicant is utilizing the 100% method per O.C.G.A. §36-36-20. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

Service Delivery / Infrastructure

Water and Sewer: According to the City of Locust Grove Public Works Department, the subject properties are not currently serviced by city water or sewer services. However, at the developer's expense, they may connect to nearby water and sewer lines. Sanitary sewer service can be provided



REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

ANNEXATION & REZONING

by the City of Locust Grove. However, water will be serviced by the Henry County Water Authority. The subject properties are not located within any Watershed Protection Areas.

Police Services: If the Subject Property is annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the low-density rural character single-family residential uses remaining the same, if annexed into the City of Locust Grove.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. The request will continue the residential/agricultural use of the subject properties as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
 - (3) Consistency with the Land Use Plan. The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas.
 - (4) The potential impact of the proposed amendment on City infrastructure including water and sewerage systems. There are no impacts to the City's infrastructure given the subject properties will not discontinue the current rural and single-family residential use.
 - (5) The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes. No impacts are anticipated as a result of granting this request.

Preserving the Past...Planning the Future



REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

ANNEXATION & REZONING

- (6) **The impact upon adjacent property owners should the request be approved. There are no plans to change the manner in which the subject properties are utilized; therefore, impacts on adjacent property owners should be no more than they are at present.**
- (7) **The ability of the subject land to be developed as it is presently zoned. Currently, the subject properties contain vacant agriculture property and a single-family dwelling; all of which are consistent with permitted uses granted by the RA (Residential Agricultural) zoning district both in the City and unincorporated County.**
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property. There are no known physical conditions or limitations that could preclude the use of the subject property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.**
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan. The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.**

Recommendation

Staff recommends APPROVAL of the applicants request to annex the subject properties into the City of Locust Grove and rezone the subject properties from RA (Residential Agricultural) unincorporated Henry County to RA (Residential Agricultural) City of Locust Grove.

EXHIBIT C

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Brian Fornal, who, after being duly sworn, testifies as follows:

1.

My name is Brian Fornal. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Ida L. Sims has submitted application for annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits.

3.

On the 1st day of February 2021, I, Brian Fornal, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 22nd day of February 2021 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 8:35 AM at 245 Locust Road on 2/1/2021.
- 2) Double-sided sign posted at 8:36 AM at 375 Locust Road on 2/1/2021.

FURTHER AFFIANT SAYETH NOT.

This 2nd day of February 2021.

3/10
Affiant

Sworn and subscribed before me
this 2nd day of February, 2021

Markey Moore
Notary Public

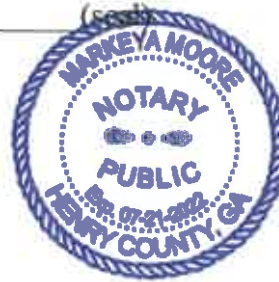


Exhibit "A"



+ Add to

File info

File name
IMG_2021.jpg

Date taken

February	1	2021
8	35	AM

Size
53 KB

Dimensions
4022 x 3024

Shot
1/640 sec, f/2.8mm

ISO
20

Device
Phone 11 Pro Max

Source
This PC



Use icons to share, print, and zoom



Type here to search





+ Add to

File info

X

File name
666.jpg (66)

Date taken

February	1	2021
6	36	AM

Size
53 MB

Dimensions
4032 x 3024

Shot

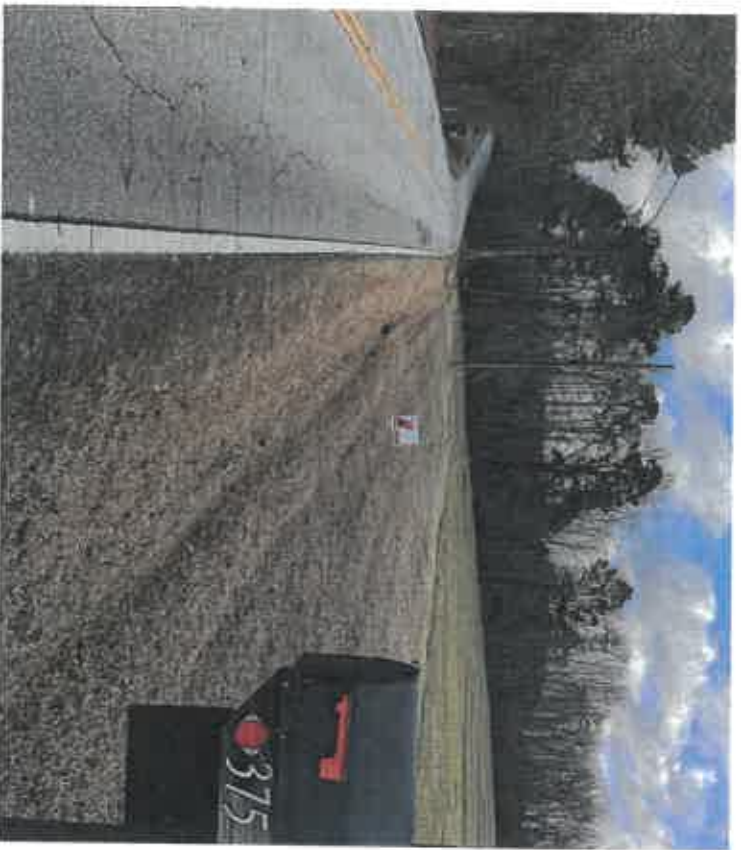
1/100 sec. f/2.8mm

ISO
20

Device
iPhone 11 Pro Max

Source
This PC

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🏠 Type here to search

Taskbar area containing various application icons: File Explorer, Edge, Word, PowerPoint, Outlook, Teams, OneDrive, Photos, Music, Settings, and System tray with clock (12:44 PM) and date (2/1/2021).

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which published the Henry Herald, Published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 25987

Name and File No.: CITY COUNCIL MTG 2/22/21
a true copy of which is hereto attached, was published in
said newspaper on the following date(s):
02/03/2021

Robert D. McCray

Robert D. McCray, SCNI Vice President of Sales and Marketing

Tina Pethel

By Tina Pethel
SCNI Controller

Sworn and subscribed to me 02/04/2021



Dawn Ward

Notary Public

My commission expires 03/04/2022

Ad text : **Public Hearing Notice**
City of Locust Grove
February 22, 2021
6:00 PM
Locust Grove Public
Safety Building
3640 Highway 42 South
Locust Grove, GA 30248

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, February 22, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:

ANNEXATION & REZONING

RZ-21-01-01 Ida L. Sims request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City.

The public hearing will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

Daunté Gibbs
Community Development Director - City of Locust Grove
25987-2/3/2021



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance for rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: February 3, 2021

Budget Item: No

Date Received: December 18, 2020

Application Accepted: January 5, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District utilizing the 100% method per O.C.G.A. §36-36-20. The property is currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

Recommendation:

Staff recommends approval of the applicant's request.

I MOVE TO (approve/deny/table) THE REZONING OF THE SUBJECT PROPERTIES (PARCEL ID: 147-01025008 & 147-01025009) FROM RA (RESIDENTIAL AGRICULTURAL) UNINCORPORATED HENRY COUNTY TO RA (RESIDENTIAL AGRICULTURAL) CITY OF LOCUST GROVE, LOCATED AT 245 & 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2ND DISTRICT.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 1.91+/- ACRES AND 211.97+/- ACRES LOCATED AT 245 AND 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

WHEREAS, Ida L. Sims, William P. Sims, and Leanna J. Sims (the “Applicants”) petitioned the City to annex and rezone properties located at 245 and 375 Locust Road consisting of 211.97 +/- acres and 1.91 +/- acres (Parcel IDs: 147-01025008 & 147-01025009) totaling 213.88+/- acres, located in Land Lots 132, 133, and 156 of the 2nd District (the “Properties”) attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex and rezone the subject Properties into the City of Locust Grove on December 18, 2020 as shown in the staff report attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the City of Locust Grove accepted the application for annexation on January 5, 2021; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their February 2, 2021 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on February 22, 2021 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Properties retain the same zoning in the City (RA: Residential Agricultural) that they had in the County (RA: Residential Agricultural), addressed under a separate action; and,

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

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

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

1.

That the request for rezoning is hereby **APPROVED**.

That the request for rezoning is hereby **DENIED**.

2.

That the use of the Property is subject to:

The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.

The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.

If no **Exhibit D** is attached hereto, then the property is zoned without conditions.

3.

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

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 1st day of March 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**APPLICATION FOR ANNEXATION UNDER
THE ONE HUNDRED PERCENT (100%) METHOD**

Date of Submission: 12/1/2020

To the Mayor and City Council of the City of Locust Grove, Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Locust Grove, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-20) to the existing corporate limits of Locust Grove, Georgia, and the description of such territory is hereto attached as Exhibit A.

OWNERS NAME(S) Ida L. Sims

PROPERTY LOCATION 245 Locust Road, Locust Grove, GA 30248

PHONE NUMBER (678) 895-8877

ALTERNATE PHONE _____

LAND LOT/DISTRICT Land Lots 132, 133 and 166, 2nd District

ACREAGE 213.34 Correct acreage is: 211.87 +/- acres.
Please see updated survey description for correct acreage.

MAP CODE NO. Parcel ID 147-01025008

ZONING CLASSIFICATION RA Residential Agricultural

SIGNATURE(S) Ida L. Sims **Date** 12-11-2020

Date _____

All property owners must sign as their name appears on the Deed.

**APPLICATION FOR ANNEXATION UNDER
THE SIXTY PERCENT (60%) METHOD
LAND OWNERS AND ELECTORS**

Date of Submission: 12/17/2020

To the Mayor and City Council of Locust Grove, Georgia:

1. We, the undersigned, representing not less than 60 percent of the electors resident in the territory described herein and the owners of not less than 60 percent of the real property within the territory described herein, do respectfully request that the City of Locust Grove, Georgia, said City having a population of 200 or more persons, and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-31) to the existing corporate limits of Locust Grove, Georgia, and description of such territory is attached as Exhibit A.

OWNERS NAME(S) William P. Sims

Leanna J. Sims

PROPERTY LOCATION 375 Locust Rd, Locust Grove, GA 30248

PHONE NUMBER (678) 895-6877

ALTERNATE PHONE _____

LAND LOT/DISTRICT Land Lots 132, 133 and 156, 2nd District

ACREAGE 1.91

MAP CODE NO. Parcel ID 147-01025009

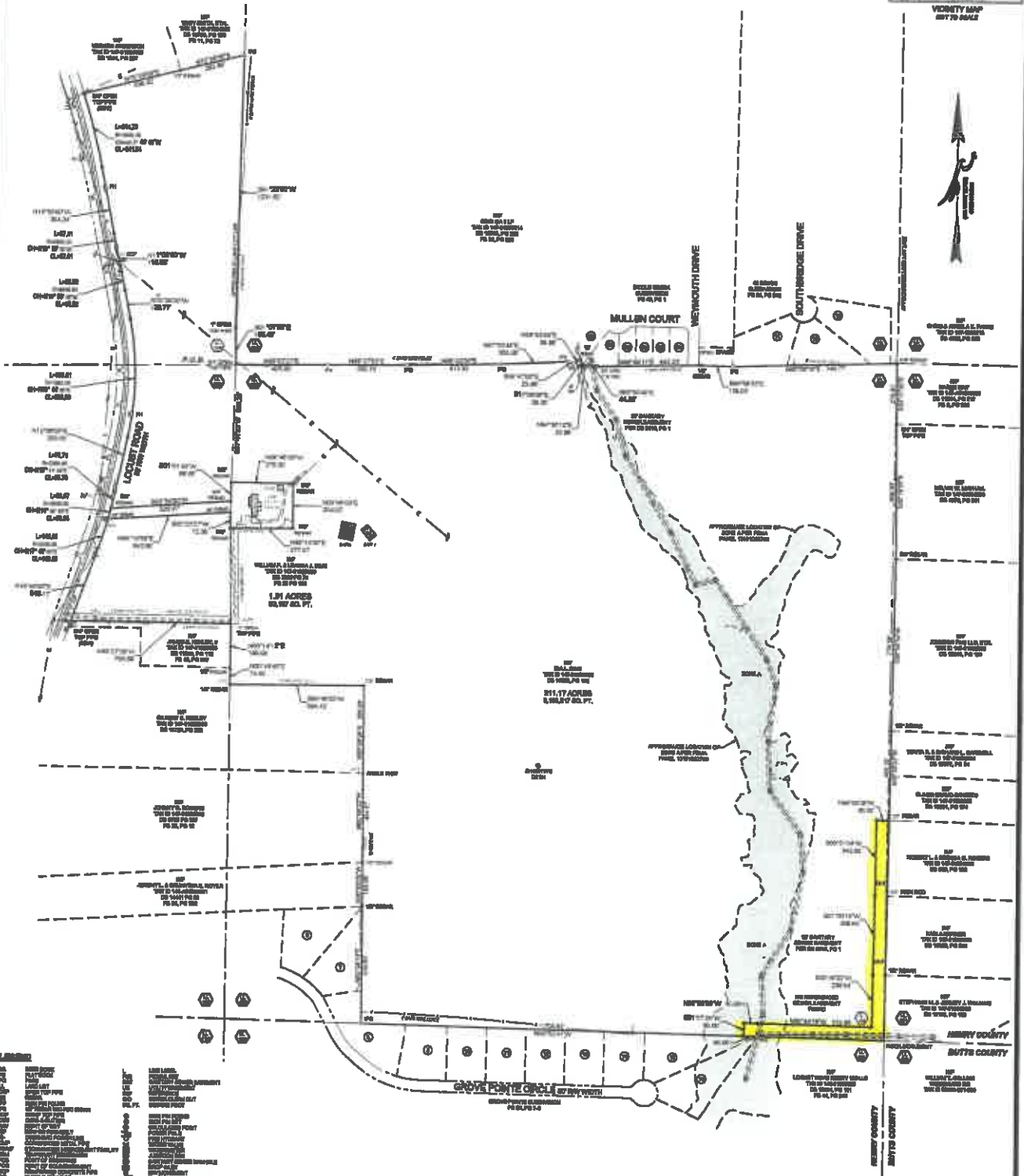
ZONING CLASSIFICATION RA Residential Agricultural

SIGNATURE(S) William P. Sims Date 12-16-2020

Leanna J. Sims Date 12-16-2020

All property owners must sign as their name appears on the Deed.

**ANNEXATION EXHIBIT FOR
SIMS PROPERTY
LAND LOT 132, 133 & 158, 2ND DISTRICT
HENRY COUNTY, GEORGIA**



Legend

- 1. LOT
- 2. EASEMENT
- 3. ROAD
- 4. CURB
- 5. SIDEWALK
- 6. DRIVEWAY
- 7. DRIVE
- 8. DRIVEWAY
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- 99. DRIVEWAY
- 100. DRIVEWAY



Block Note
As shown on this plan, the Sims property is bounded by Mullin Court to the north, Westmouth Drive to the east, Southbridge Drive to the south, and Grove Pointe Circle to the west. The Sims property is bounded by Mullin Court to the north, Westmouth Drive to the east, Southbridge Drive to the south, and Grove Pointe Circle to the west.

1 OF 1

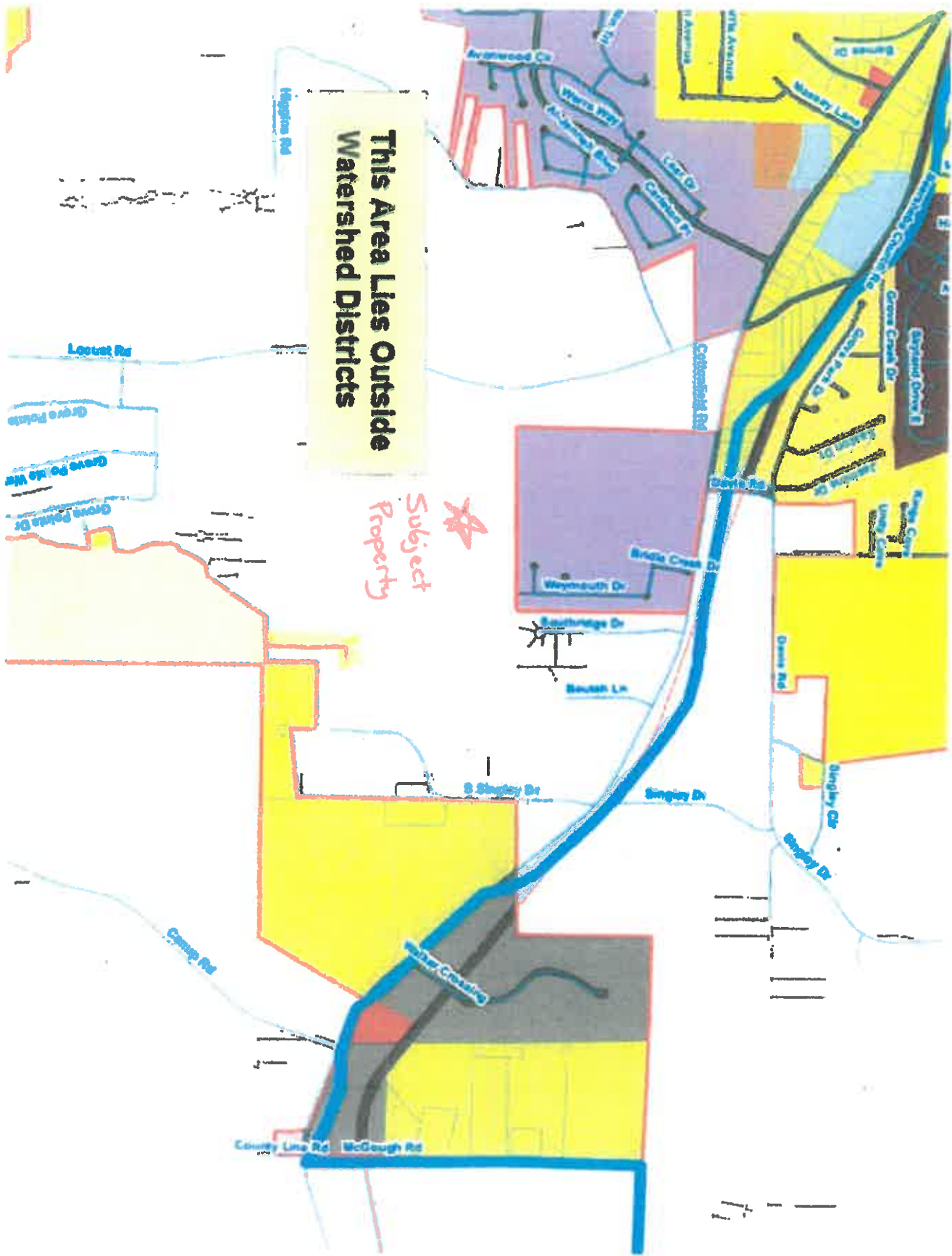
REVISIONS

NO.	DATE	DESCRIPTION

**ANNEXATION EXHIBIT
FOR
SIMS PROPERTY**

LOCATED IN
LAND LOTS 132, 133 & 158, 2ND DISTRICT
HENRY COUNTY, GEORGIA

**VALLEY VIEW
ENGINEERING
& SURVEYING**



This Area Lies Outside Watershed Districts

Subject Property

17



SURVEY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8 INCH REBAR LOCATED SOUTH 01 DEGREES 41 MINUTES 53 SECONDS WEST, 530.26 FEET FROM A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;
THENCE, SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 275.30 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, 204.02 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 89 DEGREES 14 MINUTES 35 SECONDS WEST, 277.07 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 00 DEGREES 23 MINUTES 57 SECONDS EAST, 72.35 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 86 DEGREES 10 MINUTES 56 SECONDS WEST, 542.60 FEET TO A 3/8 INCH REBAR AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);
THENCE, WITH SAID RIGHT-OF-WAY LINE, 50.07 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 14 DEGREES 59 MINUTES 09 SECONDS EAST, 50.06 FEET) TO A 3/8 INCH REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 85 DEGREES 54 MINUTES 50 SECONDS EAST, 529.87 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 01 DEGREES 01 MINUTES 40 SECONDS EAST, 86.55 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING **1.91 ACRES (83,137 SQUARE FEET)**.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;
THENCE, WITH THE NORTHERLY LINE OF LAND LOT 132, NORTH 89 DEGREES 07 MINUTES 21 SECONDS EAST, 405.83 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 89 DEGREES 27 MINUTES 50 SECONDS EAST, 350.70 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 88 DEGREES 42 MINUTES 00 SECONDS EAST, 413.35 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 87 DEGREES 03 MINUTES 44 SECONDS EAST, 305.28 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, SOUTH 69 DEGREES 47 MINUTES 00 SECONDS EAST, 23.96 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 58 DEGREES 53 MINUTES 46 SECONDS EAST, 36.85 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 13 DEGREES 06 MINUTES 09 SECONDS EAST, 28.30 FEET TO A 20 INCH OAK TREE;
THENCE, WITH THE SOUTHERLY LINE OF BRINDLE CREEK SUBDIVISION (PLAT BOOK 49, PAGE 1), NORTH 84 DEGREES 38 MINUTES 12 SECONDS EAST, 23.98 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 83 DEGREES 30 MINUTES 49 SECONDS EAST, 44.89 FEET TO A 3/4 INCH OPEN TOP PIPE;
THENCE, NORTH 88 DEGREES 46 MINUTES 11 SECONDS EAST, 463.33 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 88 DEGREES 56 MINUTES 33 SECONDS EAST, 139.00 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, WITH THE SOUTHERLY LINE OF 42 SOUTH SUBDIVISION (PLAT BOOK 24, PAGE 282), NORTH 88 DEGREES 09 MINUTES 18 SECONDS EAST, 748.77 FEET TO A 5/8 INCH REBAR AT THE COMMON CORNER OF LAND LOTS 131, 132, 157 AND 158;
THENCE, WITH THE EASTERLY LINE OF LAND LOT 132, SOUTH 00 DEGREES 17 MINUTES 30 SECONDS EAST, 274.61 FEET TO A 3/4 INCH OPEN TOP PIPE;
THENCE, SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST, 608.93 FEET TO A 5/8 INCH REBAR;
THENCE, SOUTH 00 DEGREES 54 MINUTES 34 SECONDS WEST, 778.58 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 405.25 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 89 DEGREES 08 MINUTES 26 SECONDS WEST, 60.00 FEET TO A POINT;
THENCE, SOUTH 00 DEGREES 51 MINUTES 34 SECONDS WEST, 342.98 FEET TO A POINT;
THENCE, SOUTH 01 DEGREES 00 MINUTES 15 SECONDS WEST, 359.64 FEET TO A POINT;
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 296.54 FEET TO THE SOUTHERLY LINE OF LAND LOT 132;
THENCE, WITH SAID LAND LOT LINE, NORTH 88 DEGREES 54 MINUTES 16 SECONDS WEST, 620.31 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, WITH THE NORTHERLY LINE OF GROVE POINTE SUBDIVISION (PLAT BOOK 30, PAGE 7), NORTH 88 DEGREES 52 MINUTES 41 SECONDS WEST, 1,768.92 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, NORTH 00 DEGREES 04 MINUTES 13 SECONDS EAST, 530.69 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, 198.96 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 08 MINUTES 22 SECONDS WEST, 404.67 FEET TO AN ANGLE IRON;
THENCE, NORTH 00 DEGREES 08 MINUTES 26 SECONDS EAST, 396.69 FEET TO A 1/2 INCH REBAR;
THENCE, SOUTH 89 DEGREES 40 MINUTES 55 SECONDS WEST, 594.42 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 16 MINUTES 45 SECONDS EAST, 74.40 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, 198.98 FEET TO A 1 INCH OPEN TOP PIPE;
THENCE, NORTH 89 DEGREES 27 MINUTES 26 SECONDS WEST, 706.69 FEET TO A 3/4 INCH OPEN TOP PIPE AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);

THENCE, WITH SAID RIGHT-OF-WAY LINE, NORTH 19 DEGREES 44 MINUTES 00 SECONDS EAST, 348.17 FEET TO A POINT;
THENCE, 140.68 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 43 MINUTES 05 SECONDS EAST, 140.65 FEET) TO A 3/8 INCH REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 86 DEGREES 10 MINUTES 56 SECONDS EAST, 542.60 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 00 DEGREES 23 MINUTES 57 SECONDS WEST, 72.35 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 89 DEGREES 14 MINUTES 35 SECONDS EAST, 277.07 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, 204.02 FEET TO A 3/8 INCH REBAR;
THENCE, NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 275.30 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST, 86.55 FEET TO A 3/8 INCH REBAR;
THENCE, SOUTH 85 DEGREES 54 MINUTES 50 SECONDS WEST, 529.97 FEET TO A 3/8 INCH REBAR AT SAID EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD;
THENCE, WITH SAID RIGHT-OF-WAY LINE, 75.70 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 11 MINUTES 04 SECONDS EAST, 75.70 FEET) TO A POINT;
THENCE, NORTH 12 DEGREES 08 MINUTES 00 SECONDS EAST, 253.00 FEET TO A POINT;
THENCE, 539.61 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1,360.00 FEET AND A CHORD BEARING NORTH 00 DEGREES 44 MINUTES 00 SECONDS EAST, 536.08 FEET) TO A POINT;
THENCE, NORTH 10 DEGREES 38 MINUTES 00 SECONDS WEST, 130.77 FEET TO A POINT;
THENCE, 85.52 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 9,800.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 53 MINUTES 00 SECONDS WEST, 85.52 FEET) TO A POINT;
THENCE, NORTH 11 DEGREES 08 MINUTES 00 SECONDS WEST, 115.92 FEET TO A POINT;
THENCE, 57.01 FEET ALONG A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 5,600.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 50 MINUTES 30 SECONDS WEST, 57.01 FEET) TO A POINT;
THENCE, NORTH 10 DEGREES 33 MINUTES 00 SECONDS WEST, 304.24 FEET TO A POINT;
THENCE, 341.73 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 48 MINUTES 48 SECONDS WEST, 341.54 FEET) TO A 3/4 INCH OPEN TOP PIPE;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 75 DEGREES 38 MINUTES 00 SECONDS EAST, 438.45 FEET TO A 1/2 INCH REBAR;
THENCE, NORTH 75 DEGREES 36 MINUTES 00 SECONDS EAST, 292.69 FEET TO A 1/2 INCH REBAR AND CAP SET;
THENCE, SOUTH 01 DEGREES 22 MINUTES 30 SECONDS WEST, 1,231.62 FEET TO A 1 INCH OPEN TOP PIPE;
THENCE, SOUTH 01 DEGREES 07 MINUTES 55 SECONDS EAST, 165.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 211.97 ACRES (9,233,328 SQUARE FEET).

STATE OF GEORGIA
COUNTY OF ROCKDALE

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT
2016 APR -8 PM 12:01

After recording, return to:
French Law Group, LLC
921 Commercial Street, NE,
Conyers, GA 30012
File 9825-001

Please cross reference to
Deed Book 12086, page 36
Deed Book 12086, page 38
Deed Book 12086, page 39

DL: 14536 PG 182-186
Filed and Recorded Apr-08-2016 03:28:26PM
DOC# 02016-008344
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

**AFFIDAVIT AFFECTING TITLE TO REAL PROPERTY
JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP AFFIDAVIT**

BEFORE ME, the undersigned attesting authority in and for said State and County, comes now the undersigned deponent, who after being duly sworn, deposes and says on oath the following:

1) That this affidavit relates to the following described real property (hereinafter referenced as "Property"):

ALL THAT TRACT or parcel of land, lying and being in Henry County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

That Properties were conveyed to **O. P. SIMS and IDA LOU SIMS, as Joint Tenants With Right of Survivorship by Warranty Deeds recorded in Deed Book 12086, Page 36, Deed Book 12086, Page 38, and Deed Book 12086, Page 39 Henry County, Georgia records.**

2) That **O. P. SIMS** departed this life on February 17, 2013, and a copy of his death certificate is attached hereto as Exhibit "B".

3) That on the date of the deceased joint tenant's death, the undersigned is now the sole fee simple owners of said Property

14
3

This 31st day of March, 2016.

Gda Lou Sims
Name of Deponent (Affiant)

Sworn to and subscribed before me, this

31st day of March, 2016


Notary Public

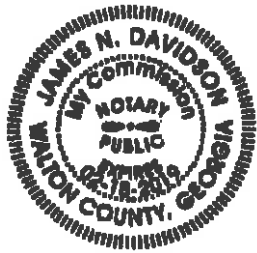


EXHIBIT "A"

BK: 14536 PG: 184

TRACT ONE

ALL THAT TRACT or parcel of land lying and being in Land Lot 166 of the 2nd District, Henry County, Georgia, being Lot 11 and part of Lot 12 of the Edward Welch Subdivision, as shown and delineated on a plat of Survey prepared for Terril L. Rivers, by W. R. Franks, Registered Land Surveyor, dated 12/6/93, and being more particularly described as follows:

Begin at an iron pin located on the northwesterly right-of-way line of Fuller Road (40' R/W), 170.0 feet northeasterly as measured along said right-of-way line from the point formed by the intersection of said right-of-way line with the northerly right-of-way line of Jackson Street; thence North 65 degrees 45 minutes West, 350.0 feet to a point; thence North 15 degrees 15 minutes East, 15.0 feet to a point; thence North 58 degrees 37 minutes East, 108.7 feet to an iron pin; thence North 15 degrees 34 minutes 53 seconds East, 22.84 feet to an iron pin; thence South 66 degrees 58 minutes 22 seconds East, 276.93 feet to an iron pin located on the northwesterly right-of-way line of Fuller Road; thence South 15 degrees 44 minutes 06 seconds West, along the northwesterly right-of-way line of Fuller Road, 134.7 feet to the Point of Beginning.

TRACT TWO

ALL THAT TRACT or parcel of land lying and being in Land Lot 125 of the 7th District, Henry County, Georgia, being Lot 26, of Rosewood, Phase 1, as per plat recorded in Plat Book 16, Page 241, Henry County, Georgia Records, which plat is incorporated herein by this reference and made a part of this description.

TRACT THREE

ALL THAT TRACT or parcel of land containing seventy four and three quarters acres and eighty acres both tract join, more or less, lying and being in Locust Grove District, Henry County Georgia, and bounded on the North by lands of E. C. Morris, on the East by lands of J. R. Price and B. T. Glass, on the South by land of J. A. Brown, and on the West by land of Gilbert Hanley and S. F. Rosser. Known as the Henry Jester Place and Price Colvin Place.

Being the same property conveyed by J. H. Brown in Warranty Deed dated January 14, 1948, of record in deed book 95, page 142, Henry County Records.

TRACT FOUR

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 2nd Land District of Henry County, Georgia, containing 16.05 acres of land, and being known as Parcel "A" according to a plat and survey made for J. L. Christian et al., dated August 10, 1971, and being more fully described according to said plat and survey as follows:

BEGINNING at an iron pin on the North land lot line of Land Lot 133, which point is its intersection with the East right of way line of Locust Grove Road or Brown Road, and from said point of beginning running thence along North land lot line of Land Lot 133 South 86 degrees 34 minutes East 463.7 feet to an iron pin located at the Northeast corner of Land Lot 133; thence South 1 degree 02 minutes 30 seconds West 1337.6 feet to an iron pin; thence North 88 degrees 34 minutes West 703.3 feet to an iron pin located on the East right of way line of Locust Grove or Brown Road; thence along East right of way line of said public road the following bearings and distances: North 19 degrees 39 minutes 30 seconds East 384.8 feet to an iron pin, North 14 degrees 04 minutes East 449.6 feet to an iron pin, North 09 degrees 28 minutes East 256.7 feet to an iron pin, and North 08 degrees 29 minutes 30 seconds West 281.5 feet to the point of beginning.

Said land is bounded as follows: On the North by lands of grantors herein; East by land of Palmer Sims; South by lands of Hanley Estate; and West by Public road.

BR: 14536 PG: 185

EXHIBIT "B"

DEATH CERTIFICATE

COPY UNAUTHORIZED

GEORGIA DEATH CERTIFICATE **11-1576-10-11** 20130400048430

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) OSCAR PALMER BBSB		3. IF FEMALE ENTER LAST NAME AT BIRTH		2. SEX MALE	3a. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 02/17/2013
3. SOCIAL SECURITY NUMBER 91	4b. UNDER 1 YEAR 7. Mths. 8. Days	4c. UNDER 1 DAY 9. Hours 10. Mins.	6. DATE OF BIRTH (Mo., Day, Year) 02/21/1921		
5. BIRTHPLACE GEORGIA	7a. RESIDENCE - STATE GEORGIA	7b. COUNTY HENRY	7c. CITY, TOWN LOCUST GROVE		
7d. STREET AND NUMBER 943 JACKSON STREET	7e. ZIP CODE 30244	7f. INSIDE CITY LIMITS? YES	8. ARMED FORCE? YES		
9a. USUAL OCCUPATION RURAL MAIL CARRIER		9b. KIND OF INDUSTRY OR BUSINESS POSTAL SVC - GOVERNMENT			
9. MARITAL STATUS MARRIED		10. SPOUSE NAME IDA LOU MILLER		11. FATHER'S FULL NAME (First, Middle, Last) OSCAR WESLEY BBSB	
12. MOTHER'S MAIDEN NAME (First, Middle, Last) MARY LEE PATRICK		13a. INFORMANT'S NAME (First, Middle, Last) IDA LOU BBSB		13b. RELATIONSHIP TO DECEDENT SPOUSE	
13c. MAILING ADDRESS 943 JACKSON STREET LOCUST GROVE GEORGIA 30244			14. DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GED COMPLETED		
15. ORIGIN OF DECEDENT (Italian, Irish, French, English, etc.) NO, NOT SPANISH/HISPANIC/LATINO		16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE			
17a. IF DEATH OCCURRED IN HOSPITAL EMERGENCY ROOM/OUTPATIENT		17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify)			
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in other give street and no.) PEDEMONT HENRY HOSPITAL		19. CITY, TOWN OR LOCATION OF DEATH STOCKBRIDGE		20. COUNTY OF DEATH HENRY	
21. METHOD OF DISPOSITION (Specify) BURIAL		22. PLACE OF DISPOSITION LOCUST GROVE CEMETERY HWY 91 & LOCUST GROVE GEORGIA 30244		23. DISPOSITION DATE (Mo., Day, Year) 02/17/2013	
24a. EMBALMER'S NAME HARVEY HICKLEY		24b. EMBALMER LICENSE NO. 2285		25. FUNERAL HOME NAME HARTEN FUNELS AND CREMATIONS	
25a. FUNERAL HOME ADDRESS 1748 ZACK HINTON PARKWAY MCDONOUGH GEORGIA 30253					
26a. SIGNATURE OF FUNERAL DIRECTOR BETTY PURCELL		26b. FUN. DIR. LICENSE NO. 4173		AMENDMENTS	
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 02/17/2013		28. HOUR PRONOUNCED DEAD 08:33 PM			
29a. PRONOUNCER'S NAME WOODY FRANCIS		29b. LICENSE NUMBER 48335		29c. DATE SIGNED 02/17/2013	
30. TIME OF DEATH 08:33 PM		31. WAS CASE REFERRED TO MEDICAL EXAMINER NO			
32. Part I. Enter the state of acute disease, injury, or complication that directly caused the death. DO NOT enter potential events such as poisoning, assault, or motor transportation unless the primary cause is transportation.					
A. SEVERE ACUTE STROKE		Due to, or as a consequence of		Approximate interval between onset and death 10 YEARS	
B. CHRONIC OBSTRUCTIVE PULMONARY DISEASE		Due to, or as a consequence of		15 YEARS	
C. DEMENTIA		Due to, or as a consequence of		UNKNOWN	
Part II. Enter significant conditions contributing to death but not related to those given in Part I. If female, indicate if pregnant or birth occurred within 30 days of death.					
33. TOBACCO USE CONTRIBUTED TO DEATH NO		33a. IF FEMALE (through 10-04) PREGNANT NOT APPLICABLE		33b. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL	
34. DATE OF INJURY (Mo., Day, Year)		35. TIME OF INJURY		40. PLACE OF INJURY (Home, Park, Street, Factory, Office, etc.) (Specify)	
41. INJURY AT WORK? (Yes or No)					
42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)					
43. DESCRIBE HOW INJURY OCCURRED					
44. IF TRANSPORTATION INJURY					
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certificate (Form 110, License No.) DAVID B REMINGTON, MD, 27189			46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Form 110, License No.)		
47a. DATE SIGNED (Mo., Day, Year) 02/17/2013		47b. HOUR OF DEATH 08:33 PM		48. DATE SIGNED (Mo., Day, Year)	
49. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH DAVID B REMINGTON 321 S 6TH STREET BRUFEN GEORGIA 30224					
49a. REGISTRAR (Signature) DR DONNA L. MOORE		49b. DATE FILED - REGISTRAR (Mo., Day, Year) 02/20/13			

82239
8878

BOOK 2239 PAGE 70

RETURN TO:
MORRIS & GARDNER, P.A.
5701 WHITLEY ROAD
ATLANTA, GEORGIA 30355

RECORDED
INDEXED
APR 29 1998

INSTRUMENT 16300408

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP WARRANTY DEED

FILED
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

STATE OF GEORGIA,
COUNTY OF HENRY

This instrument was on the 11th day of January, in the year One Thousand Nine Hundred Ninety-Six, between WILLIAM P. GIBB, of the County of HENRY, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and WILLIAM P. GIBB and LEANNA A. GIBB, as joint tenants with survivorship and not as tenants in common or parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns unless the context requires or permits).

W I T N E S S E T H Grantor, he and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the making and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 122 & 123 OF THE 2ND DISTRICT OF HENRY COUNTY, GEORGIA, BEING 1.3 ACRES AS SHOWN PER PLAT OF SURVEY SHOWN IN PLAT BOOK 22, PAGE 122, AFORESAID RECORDS, AND PLAT BEING INCORPORATED AND MADE A PART OF THIS DESCRIPTION BY REFERENCE.

THIS CONVEYANCE is made subject to all existing covenants, encumbrances and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, powers and appurtenances thereto, to the said being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-2-12, and it is the intention of the parties hereto to hereby create in Grantee a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of

QAV
Witness
HENRY COUNTY
CLERK OF SUPERIOR COURT

William P. Gibb
WILLIAM P. GIBB (Grantor)

(Grantor)

(Grantor)

HENRY COUNTY GEORGIA
DEALERS' WAREHOUSE
NOV 1 - 9 - 96
2-2-96
Aunt & Taylor
Clerk of Superior Court

002537

EXHIBIT B



REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

ANNEXATION & REZONING

Property Information

Tax ID	147-01025008 & 147-01025009
Location/address	Land Lots 132, 133, and 156 of the 2nd District 245 & 375 Locust Road
Parcel Size	1.91+/- acres and 211.97 +/- acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex and Rezone RA-zoned property from unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Vacant/Single-family residential unincorporated Henry County
Future Land Use	Low-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District. The properties are currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City. The Applicant is utilizing the 100% method per O.C.G.A. §36-36-20. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

Service Delivery / Infrastructure

Water and Sewer: According to the City of Locust Grove Public Works Department, the subject properties are not currently serviced by city water or sewer services. However, at the developer's expense, they may connect to nearby water and sewer lines. Sanitary sewer service can be provided



REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

ANNEXATION & REZONING

by the City of Locust Grove. However, water will be serviced by the Henry County Water Authority. The subject properties are not located within any Watershed Protection Areas.

Police Services: If the Subject Property is annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the low-density rural character single-family residential uses remaining the same, if annexed into the City of Locust Grove.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. The request will continue the residential/agricultural use of the subject properties as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
 - (3) Consistency with the Land Use Plan. The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas.
 - (4) The potential impact of the proposed amendment on City infrastructure including water and sewerage systems. There are no impacts to the City's infrastructure given the subject properties will not discontinue the current rural and single-family residential use.
 - (5) The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes. No impacts are anticipated as a result of granting this request.



REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

ANNEXATION & REZONING

- (6) **The impact upon adjacent property owners should the request be approved. There are no plans to change the manner in which the subject properties are utilized; therefore, impacts on adjacent property owners should be no more than they are at present.**
- (7) **The ability of the subject land to be developed as it is presently zoned. Currently, the subject properties contain vacant agriculture property and a single-family dwelling; all of which are consistent with permitted uses granted by the RA (Residential Agricultural) zoning district both in the City and unincorporated County.**
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property. There are no known physical conditions or limitations that could preclude the use of the subject property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.**
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan. The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.**

Recommendation

Staff recommends APPROVAL of the applicants request to annex the subject properties into the City of Locust Grove and rezone the subject properties from RA (Residential Agricultural) unincorporated Henry County to RA (Residential Agricultural) City of Locust Grove.

EXHIBIT C

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Brian Fornal, who, after being duly sworn, testifies as follows:

1.

My name is Brian Fornal. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Ida L. Sims has submitted application for annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits.

3.

On the 1st day of February 2021, I, Brian Fornal, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 22nd day of February 2021 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 8:35 AM at 245 Locust Road on 2/1/2021.
- 2) Double-sided sign posted at 8:36 AM at 375 Locust Road on 2/1/2021.

FURTHER AFFIANT SAYETH NOT.

This 2nd day of February 2021.

3/10
Affiant

Sworn and subscribed before me
this 2nd day of February, 2021

Markey Moore
Notary Public



Exhibit "A"



+ Add to

File info

File name
IMG_0241.jpg

Date taken

February	1	2021
8	35	AM

Size
531 KB

Dimensions
4032 x 3024

Shot
1/650 sec f/2.8

ISO
20

Device
iPhone 11 Pro Max

Source
This PC

🔍 📄 📷 📱 📺

🔍 Share 📄 📱 ...



🏠 Type here to search

Taskbar area containing various application icons (Edge, File Explorer, Photos, etc.) and system tray icons (Volume, Network, Time).



+ Address

File info

File name
5452.jpg

Date taken

February	1	2021
8	36	AM

Size
5.3 MB

Dimensions
4032 x 3024

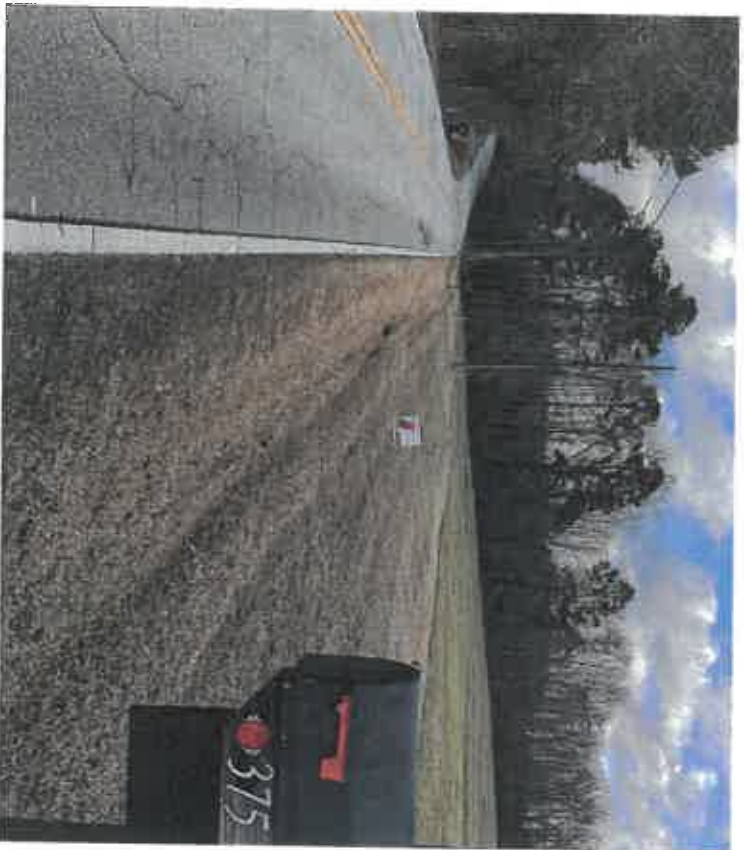
Shot
1/160 sec f22 lens

ISO
20

Device
iPhone 11 Pro Max

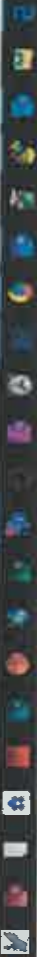
Source
This PC

🔍 📄 📷 📱 📧



🔍 📄 📷 📱 📧

Type here to search



Taskbar

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which published the Henry Herald, Published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 25987

Name and File No.: CITY COUNCIL MTG 2/22/21
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
02/03/2021

Robert D. McCray

Robert D. McCray, SCNI Vice President of Sales and Marketing

Tina Pethel

By Tina Pethel
SCNI Controller

Sworn and subscribed to me 02/04/2021



Dawn Ward

Notary Public

My commission expires 03/04/2022

Ad text : **Public Hearing Notice**
City of Locust Grove
February 22, 2021
6:00 PM
Locust Grove Public
Safety Building
3640 Highway 42 South
Locust Grove, GA 30248

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, February 22, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:

ANNEXATION & REZONING

RZ-21-01-01 Ida L. Sims request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City.

The public hearing will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

Daunté Gibbs
Community Development Director - City of Locust Grove
25987-2/3/2021



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: DDA Appointment Resolution – Stephanie Epps

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: N/A

Date Received: February 12, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

Attached is the resolutions to appoint Stephanie Epps for the unexpired term of Cheryl Clevenger (resignation effective March 1, 2021) to the Downtown Development Authority.

Recommendation:

FOR DISCUSSION. ACTION ITEM ON MARCH 1, 2021 AGENDA

RESOLUTION NO. _____

RESOLUTION TO APPOINT STEPHANIE EPPS TO THE DOWNTOWN DEVELOPMENT AUTHORITY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, the Mayor and Council have determined that the need for a downtown development authority to function in the city to aid in the financing of projects for the revitalization and redevelopment of the central business district of the city which will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities within the city and the state of Georgia; and

WHEREAS, the City must appoint Board of Directors of the downtown development authority; and

WHEREAS, Cheryl Clevenger as a member on the Board of Directors of the downtown development authority has resigned from her position effective March 1, 2021; and

WHEREAS, the term of Cheryl Clevenger as a member on the Board of Directors of the downtown development authority expires in January 7, 2023; and

WHEREAS, the City wishes to appoint Stephanie Epps as a Director of the downtown development authority to fulfill the unexpired term of Cheryl Clevenger in accordance with said Ordinance.

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

1. **Appointment.** The Mayor, by and with the advice and consent of the City Council, hereby appoints Stephanie Epps as a member of the Board of Directors of the downtown development authority, whose term will expire January 7, 2023.

2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 1st day of March, 2021.

Robert Price, Mayor

ATTEST:

Misty Spurling, City Clerk
(seal)

Approved as to form:

City Attorney



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: DDA Appointment Resolution – Stephanie Epps

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: N/A

Date Received: February 12, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

Attached is the resolutions to appoint Stephanie Epps for the unexpired term of Cheryl Clevenger (resignation effective March 1, 2021) to the Downtown Development Authority.

Recommendation:

APPROVE RESOLUTION TO APPOINT STEPHANIE EPPS TO THE LOCUST GROVE DOWNTOWN DEVELOPMENT AUTHORITY.

RESOLUTION NO. _____

RESOLUTION TO APPOINT STEPHANIE EPPS TO THE DOWNTOWN DEVELOPMENT AUTHORITY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

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Robert Price, Mayor

ATTEST:

Misty Spurling, City Clerk
(seal)

Approved as to form:

City Attorney



Main Street Program
P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile (866) 364-0996

Item Coversheet

Item: **Memorandum of Agreement with GA Department of Community Affairs, Historic Preservation Division regarding the 2021 Locust Grove Historic Resource Survey**

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: NA

Date Received: February 12, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

The attached Memorandum of Agreement (Exhibit A) includes a timeline and standards for a staff-conducted city-wide Historic Resource Survey to be executed over an 18-month period. Successful completion of the MOA-based historic resource survey will result in Phase II CLG status for the City of Locust Grove and access to brick-and-mortar historic preservation grants. This MOA-based approach is a new program offered by HPD that allows the city to forgo hiring an outside consultant when a qualified staff person or volunteer is able to conduct a historic resource survey in compliance with HPD standards.

Recommendation:

DISCUSSION ITEM ONLY. WILL RETURN AS AN ACTION ITEM ON THE MARCH 1, 2021 REGULAR MEETING AGENDA.

EXHIBIT A

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOCUST GROVE, GEORGIA

AND THE

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, HISTORIC PRESERVATION
DIVISION**

REGARDING THE 2021 LOCUST GROVE HISTORIC RESOURCE SURVEY

WHEREAS the City of Locust plans to carry out a historic resources survey of 3,245 parcels, which will include all buildings, structures, suites, and objects constructed during and before 1981, and located within the area delineated on the map attached to this contract as **Exhibit A**, pursuant to the maintenance of a system for survey and inventory of historic property, National Historic Preservation Act of 1966, §302503(a)(3) ; and

WHEREAS the historic resources survey will not be funded by a **Historic Preservation Fund grant**; and

WHEREAS, The City of Locust Grove has defined the survey as described in **Exhibit A (attached hereto)**; and

NOW, THEREFORE, the City of Locust Grove and the **HISTORIC PRESERVATION DIVISION (HPD)** agree that the survey shall be implemented in accordance with the following stipulations:

STIPULATIONS

Locust Grove shall ensure that the following measures are carried out:

- I.** All project work shall conform to the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*, which include the *Standards for Evaluation, Identification, and Registration*. The project work will be prepared in accordance with (a) National Register Bulletin: Guidelines for Local Surveys: A Basis for Preservation Planning; (b) the Historic Preservation Division's guidance materials for identifying and documenting Georgia's historic resources, including the Georgia Historic Resources Manual (October 2020), and the Historic Resources Survey Programs GNAHRGIS Primer, available online; as well as (c) the Georgia's Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS) web-based GIS database.
- II.** Before beginning work, **HPD** will review project personnel professional qualifications to ensure that they qualify as an architectural historian or historic

architect under 36 CFR Part 61: Professional Qualification Standards. If professional qualification standards cannot be met, **Locust Grove's** staff and volunteers responsible for the project will attend online training sessions and one on-site field training session with **HPD** staff.

- III. **Locust Grove** will ensure that all survey data and digital photographs are entered in the **GNAHRGIS** online database within the contract period. All data groups in **GNAHRGIS** will be completed for each resource surveyed and a minimum of two (2) digital photographs per resource will be uploaded, per the requirements outlined in the guidance materials referenced in Section I.
- IV. **Locust Grove** will provide a final deliverable of two final copies and two (2) electronic CD/DVDs of a survey report and a survey map to **HPD** within the MOA period.
 1. The survey area map will delineate surveyed parcels. The map will indicate the survey area boundary, any existing relevant locally designated or National Register of Historic Places-listed historic district boundaries, ALL addresses, ALL legal parcels, and ALL street names, at a scale of 1" = 200'. The map will include a key explaining boundaries.
 2. The survey report is to include at a minimum:
 - i. **Executive summary**, which includes the total number of surveyed resources;
 - ii. **Project description**, including how the survey was funded, who sponsored the survey, the name of the surveyor, and a general description of the survey area, including a clear statement and justification of the boundaries of the area surveyed;
 - iii. **Summary of previous preservation projects**, including previous survey efforts, local designations, National Register listings, and other historic preservation planning efforts;
 - iv. **Developmental history**: a brief written account of how the area developed over time and how it reflects distinctive aspects of Georgia's history;
 - v. **Survey methods**, including the fieldwork techniques and research methods employed while conducting the survey, references to previous surveys, and an explanation of any re-survey completed as part of this project;
 - vi. **Survey results and architectural analysis**, including the total number of surveyed resources grouped into appropriate categories, a table and narrative listing all building types and all architectural styles as identified in **GNAHRGIS**, local architectural character, general observations (such as integrity and condition of resources, character-defining features, and apparent developmental trends), and any local landmarks and eccentricities;
 - vii. **Recommendations for future preservation activities**, including: potential National Register nominations for individual resources and or historic districts with basic boundary justifications for any proposed district(s), as applicable; potential updates and/or amendments to existing

- National Register historic district listings, as applicable; designation recommendations for potential local historic districts, as applicable; potential updates and/or amendments to existing locally designated historic district listings, as applicable; and potential economic development, heritage tourism, and other preservation planning activities;
- viii. **Appendix 1:** table listing all GNAHRGIS ID numbers associated with the survey paired with the address of the resource that each GNHARGIS ID number represents.
 - ix. **Appendix 2:** A survey map that delineates the survey area; existing local historic district and National Register-listed district boundaries and potential updates and/or amendments to these existing district boundaries discussed in Section VII; and the boundaries of any identified potential new historic districts, both National Register and local, discussed in Section VII (this map will be integrated within the report, in addition to the separate 1"=200' map discussed above).
 - x. *This project has been completed with technical assistance from the Historic Preservation Division of the Georgia Department of Community Affairs. Any opinions, findings, conclusions or recommendations expressed in this product] are those of the author(s) and do not necessarily reflect the views or policies of the Georgia Department of Community Affairs, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies.*
 - xi.

V. DURATION

This MOA will expire if its terms are not completed within eighteen (18) months from the date of its execution. Prior to such time, Locust Grove may consult with HPD to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

VI. MONITORING AND REPORTING

All project development by Locust Grove shall be reviewed by HPD. The review process includes project personnel qualifications, training if qualifications cannot be met, as well as review of: GNAHRGIS data, survey map, , and other materials determined necessary during project development. Reviews of the draft reports shall be conducted by Locust Grove. Consultation on the survey report content can be provided by HPD at approval of both parties.

Locust Grove will complete project work by the following due dates:

- | | |
|-------------------------|---|
| July 1, 2021 | Approximately 25% of surveyed resource data entered into GNAHRGIS. Documentation spreadsheet submitted. |
| November 1, 2021 | Approximately 50% of surveyed resource data entered into GNAHRGIS. |

February 1, 2022	Documentation spreadsheet submitted Approximately 100% of surveyed resource data entered into GNAHRGIS.
August 1, 2022	Documentation spreadsheet submitted Final Survey Report submitted to HPD in hard copy format -- two (2) copies and two (2) electronic CD/DVDs Final Survey Map Submitted to HPD (1 copy) All GNAHRGIS data and digital photographs for each resource completed

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with **HPD**. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment. If within thirty (30) days an amendment cannot be agreed upon by all signatories, **HPD** shall thereupon have the right to terminate this agreement per stipulation VII, below.

VIII. TERMINATION

If through any cause, **Locust Grove** shall fail to fulfill in timely and proper manner the obligation under this Agreement, or if **Locust Grove** shall violate any of the covenants, agreements, or stipulations of this Agreement, **HPD** shall thereupon have the right to terminate this Agreement by giving written notice to **Locust Grove** of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall, at the option of **HPD**, become the property of **HPD**.

SIGNATORIES:

 Mayor Name
Locust Grove, Mayor

Date _____

 Dr. David Crass
Georgia HPD, Deputy State Historic Preservation Office

Date _____

EXHIBIT A
MAP
LOCUST GROVE
HISTORIC RESOURCES SURVEY AREA

EXHIBIT B
NOTE ON RESURVEY OF RESOURCES
LOCUST GROVE
HISTORIC RESOURCES SURVEY AREA

Include the following language in the Request for Proposals, as budgeting for resurvey of resources can impact cost and time allowances:

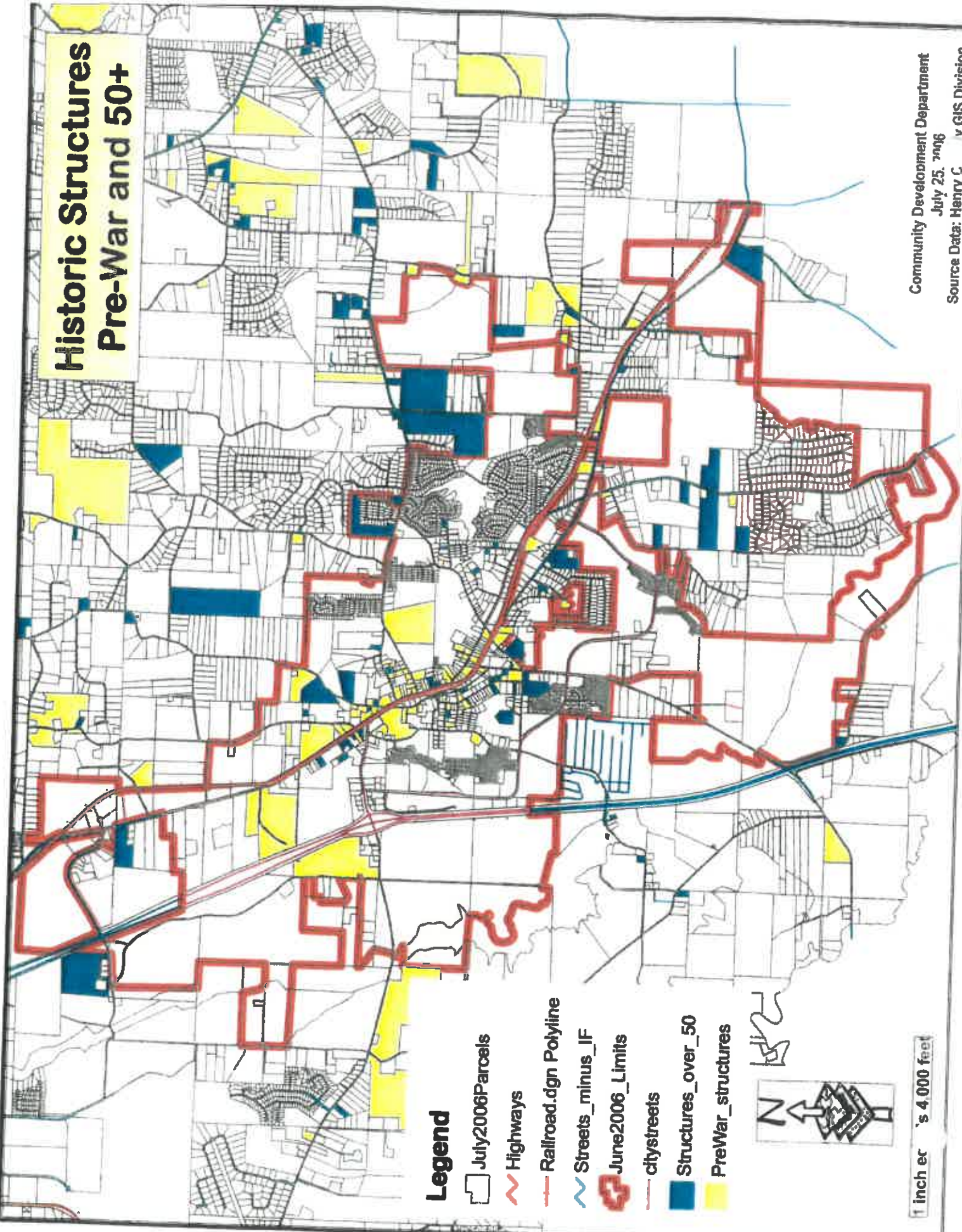
In 2010, the City of Locust Grove was surveyed, and resources documented through this survey were later entered into GNAHRGIS. Therefore, the 2021 Locust Grove survey of the Locust Grove Historic Preservation District Overlay will include the resurvey of resources. For the resurveyed resources, the surveyor will need to identify previously-surveyed points in GNAHRGIS and add all new survey data to the previous, existing entry to avoid duplicate entries for the same resource.

The surveyor will need to find the previous point or GNAHRGIS ID number via an address search or by locating the resource geographically using the GNAHRGIS map. The process for resurvey is discussed in detail in the Georgia Historic Resources Manual document provided by the Historic Preservation Division and also demonstrated in the GNAHRGIS website's GNAHRGIS Editing Basics – Webinar, accessed here:

https://www.itos.uga.edu/nahrgis/moreinfo_training.html.

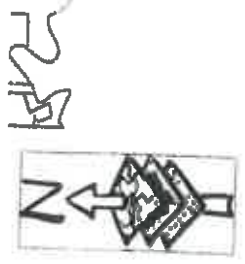
Account for this process in determining time and budget allowances for this survey

Historic Structures Pre-War and 50+



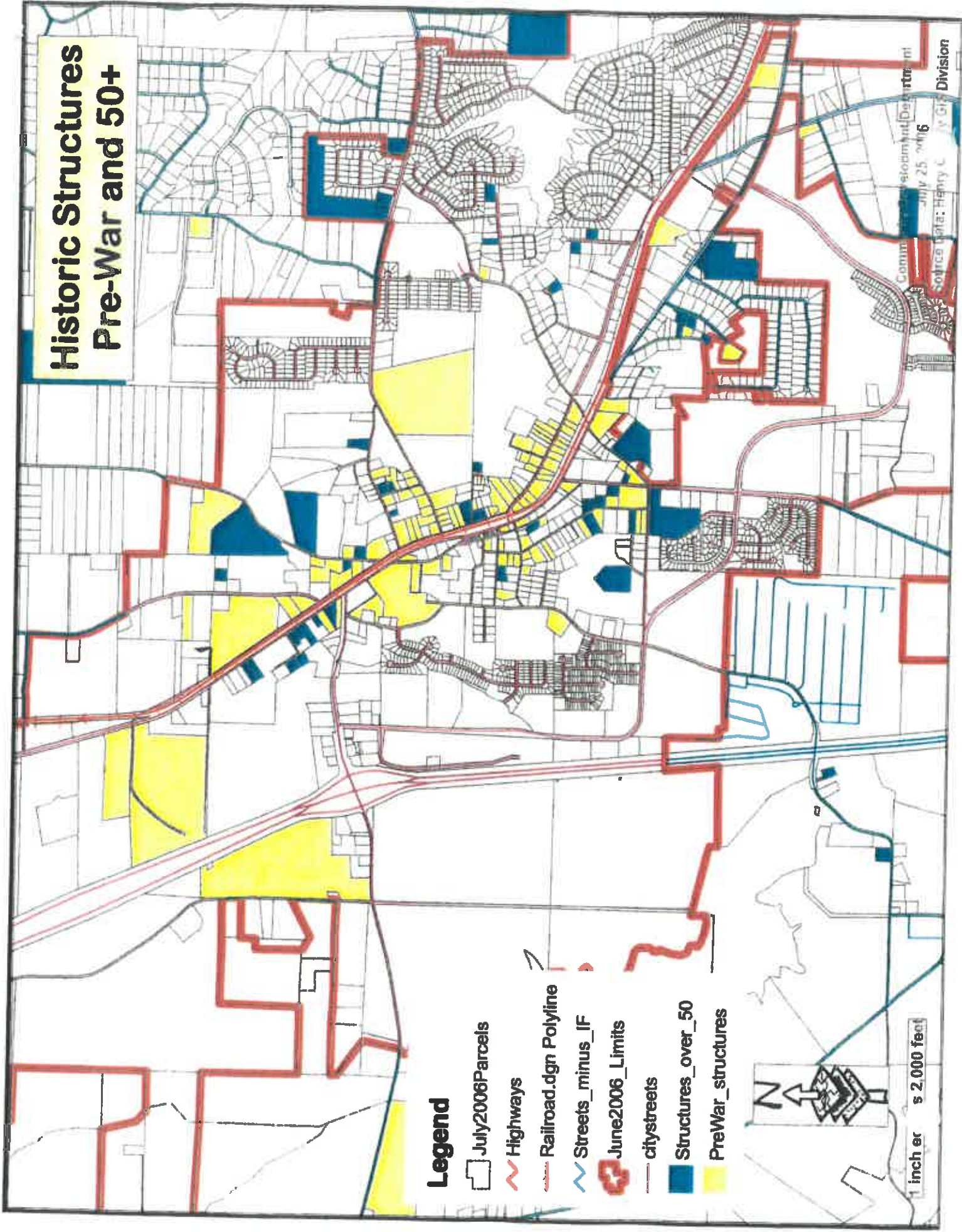
Legend

- July2006Parcels
- Highways
- Railroad.dgn Polyline
- Streets_minus_IF
- June2006_Limits
- citystreets
- Structures_over_50
- PreWar_structures



1 inch equals 4,000 feet

Historic Structures Pre-War and 50+



Legend

- July2006Parcels
- Highways
- Railroad.dgn Polyline
- Streets_minus_IF
- June2006_Limits
- citystreets
- Structures_over_50
- PreWar_structures



1 inch equals 2,000 feet

Community Development Department
July 25, 2006
Author: Henry C. ...
Division



Main Street Program
P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile (866) 364-0996

Item Coversheet

Item: **Memorandum of Agreement with GA Department of Community Affairs, Historic Preservation Division regarding the 2021 Locust Grove Historic Resource Survey**

Action Item: **Yes** **No**

Public Hearing Item: **Yes** **No**

Executive Session Item: **Yes** **No**

Advertised Date: **NA**

Budget Item: **NA**

Date Received: **February 12, 2021**

Workshop Date: **February 22, 2021**

Regular Meeting Date: **March 1, 2021**

Discussion:

The attached Memorandum of Agreement (Exhibit A) includes a timeline and standards for a staff-conducted city-wide Historic Resource Survey to be executed over an 18-month period. Successful completion of the MOA-based historic resource survey will result in Phase II CLG status for the City of Locust Grove and access to brick-and-mortar historic preservation grants. This MOA-based approach is a new program offered by HPD that allows the city to forgo hiring an outside consultant when a qualified staff person or volunteer is able to conduct a historic resource survey in compliance with HPD standards.

Recommendation:

APPROVE UNDER ACTION ITEM ON THE MARCH 1, 2021 REGULAR MEETING AGENDA.

EXHIBIT A



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: **APPROVAL OF AN ORDINANCE TO RENEW THE CITY'S SERVICE CONTRACT WITH ICC INSPECTION SERVICES (RONNIE GLAZE) FOR BUILDING AND TRADE INSPECTIONS AND PLAN REVIEWS**

Action Item: **Yes** **No**

Public Hearing Item: **Yes** **No**

Executive Session Item: **Yes** **No**

Advertised Date: **N/A**

Budget Item: **Yes**

Date Received: **N/A**

Workshop Date: **February 22, 2021**

Regular Meeting Date: **March 1, 2021**

Discussion:

Renewal of a service contract with Ronnie Glaze of ICC Inspection Services, Inc. to continue performing building plan reviews and inspections as well as electrical, plumbing and HVAC inspections for residential and commercial building projects.

Recommendation:

Staff recommends approval of the ordinance



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: APPROVAL OF AN ORDINANCE TO RENEW THE CITY'S SERVICE CONTRACT WITH ICC INSPECTION SERVICES (RONNIE GLAZE) FOR BUILDING AND TRADE INSPECTIONS AND PLAN REVIEWS

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes

Date Received: N/A

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

Renewal of a service contract with Ronnie Glaze of ICC Inspection Services, Inc. to continue performing building plan reviews and inspections as well as electrical, plumbing and HVAC inspections for residential and commercial building projects.

Recommendation:

Staff recommends approval of the ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AN INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE AND ICC INSPECTION SERVICES, INC. PROVIDING FOR PROFESSIONAL BUILDING INSPECTIONS SERVICES; TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID CONTRACT; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY OF LOCUST GROVE, AS NECESSARY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The City is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

WHEREAS, the statewide minimum codes are enforceable in the City; and

WHEREAS, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 8, Chapter 2 include International Building Code as published by the International Code Council (ICC), the International Residential Code for One and Two Family Dwellings (ICC); the National Electric Code (NEC) as published by the National Fire Protection Association, the International Fuel Gas Code (ICC); the International Mechanical Code (ICC); the International Plumbing Code (ICC); the International Fire Code (ICC); the National Fire Protection Association Code (NFPA); the International Energy Conservation Code (ICC); the International Property Maintenance Code (ICC); International Swimming Pool and Spa Code (ICC); The Code for Safety of Life from Fire in Buildings and Structures (National Fire Prevention Association Publication 101); and all current Georgia Amendments thereto as promulgated by the Georgia Department of Community Affairs; and

WHEREAS, in order to enforce said code, the City needs the services of a Building Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

WHEREAS, the City wishes to retain the services of a Building Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

WHEREAS, the Mayor and City Council have found the renewal of this Inspection Services Agreement to be in the best interests of the citizens of the City of Locust Grove.

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. The Contract between the City and ICC Inspections Services, Inc. as attached hereto and incorporated herein by reference as **Exhibit "A"** is hereby approved.

SECTION 2. Approval of Execution. The Mayor is hereby authorized to execute the Contract as described in **Exhibit "A"** upon delivery of a signed version by ICC Inspections Services, Inc., and the City Manager or his designee is authorized to take those actions necessary to effectuate this ordinance and perform the obligation of the City under said Agreement.

SECTION 3. Documents. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement.

SECTION 4. Severability. The preamble of this Ordinance is incorporated herein and made a part hereof by reference to same. In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses, or phases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of the ordinance.

SECTION 5. Repeal of conflicting provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Effective date. This ordinance shall become effective on April 1, 2021 at 12:00 midnight.

SO ORDAINED by the Council of the City this 1st day of March 2021.

CITY OF LOCUST GROVE, GEORGIA

ROBERT S. PRICE, Mayor

ATTEST:

MISTY TITSHAW, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

**INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE
AND ICC INSPECTION SERVICES, INC.**

INSPECTION SERVICES AGREEMENT

This Agreement, entered into and effective as of the 1st day of April 2021, by and between the City of Locust Grove, a Georgia Municipal Corporation, hereinafter referred to as “The City”, and ICC Inspection Services, Inc., a private contractor hereinafter referred to as “The Contractor”.

WITNESSETH:

WHEREAS, The City is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

WHEREAS, the statewide minimum codes are enforceable in the City; and

WHEREAS, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 8, Chapter 2 include the International Building Code as published by the International Code Council (ICC), the International Residential Code for One and Two Family Dwellings (ICC); the National Electric Code (NEC) as published by the National Fire Protection Association, the International Fuel Gas Code (ICC); the International Mechanical Code (ICC); the International Plumbing Code (ICC); the International Fire Code (ICC); the National Fire Protection Association Code (NFPA); the International Energy Conservation Code (ICC); the International Property Maintenance Code (ICC); International Swimming Pool and Spa Code (ICC); The Code for Safety of Life from Fire in Buildings and Structures (National Fire Prevention Association Publication 101); and all current Georgia Amendments thereto as promulgated by the Georgia Department of Community Affairs; and

WHEREAS, in order to enforce said code, the City needs the services of a Building Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

WHEREAS, the City wishes to retain the services of a Building Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

WHEREAS, the City and the Contractor desire by this writing to set forth the terms of this agreement for the Contractor to perform inspections and plan reviews for the City;

NOW, THEREFORE, in consideration of the premises and for other valuable considerations as set forth in this agreement, the parties do hereby agree as follows;

1.

The preamble is incorporated herein as if fully set forth here.

2.

The Contractor shall serve as an independent contractor.

3.

Each employee of the Contractor that performs inspections shall hold such certifications that shall afford him the ability to provide inspections as agreed upon by the City and the Contractor. Further, if the Contractor does not hold such certifications prior to the execution of this agreement, a timetable for the acquisition of said certifications shall be developed and agreed upon by both parties. Noncompliance with this timetable shall be grounds for termination of this agreement.

4.

The Contractor shall be responsible for all costs related to securing the aforementioned certifications, including, but not limited to training classes, seminars, testing, travel, and all other related expenses. Furthermore, the Contractor shall be responsible for the provision of transportation and transportation related expenses necessary for the discharge of the agreement.

5.

The Contractor shall provide the City with the following services:

PLAN REVIEW:

- (A) The Contractor agrees to review all supporting documents submitted for building permits to ensure compliance with the requirements of local and state codes and ordinances. The City agrees to submit complete copies of all supporting documents accompanying applications for building permits to the Contractor. Drawings related to the site work for commercial projects will not be reviewed under this work. The Contractor agrees to submit a written record of the review to the City which will include all code and ordinance violations identified by the Contractor, if any, along with a recommendation of appropriate action to be taken.
- (B) All fees for plan review shall be included in the portion of the building permit fees charged by the City. Said fees will be charged based on the Fee Schedule in Appendix A and paid to the City. No such fees shall be collected by Contractor.

INSPECTIONS:

- (A) The Contractor shall perform on site inspections of footings, back-fills, compaction of all filled areas, buildings, mechanical, electrical, and plumbing work, at the request of the City, to ensure compliance with municipal and state codes and ordinances. The Contractor shall perform all necessary inspections consistent with said code and ordinance requirements. The Contractor agrees to submit a written record to the City as a result of these inspections.
- (B) All inspection requests received by 4:00 PM shall be made on the next business day. Any inspections made on the same business day are permitted based on the judgment of the Contractor.
- (C) All fees for inspections, if any, shall be paid to the City and not collected by Contractor.

PAYMENT OF FEES:

- (A) An amount of money shall be paid to the Contractor, including, but not limited to, Building, Mechanical, Electrical, and Plumbing based on the schedule contained in “Exhibit A” and “Exhibit B”. Any re-inspection deemed necessary as a result of a failed inspection shall result in the permittee being assessed a re-inspection fee. The inspection fee is not part of the initial inspection fee. The Contractor shall have no responsibility to seek payment of fees from the permittee. The City’s responsibility to pay the Contractor shall not be contingent upon the City collecting same from the permittee.
- (B) All requests for payment by Contractor shall be accomplished through the provision of an invoice submitted by the first (1st) and the fifteenth (15th) day of each month, or monthly on the first (1st) day of the month following the inspection period.
- (C) The parties agree that all payments by permittees for permits and inspections shall be made directly to the City, and that the City shall disburse funds to the Contractor in accordance with this agreement.
- (D) No other expenses or allowances are anticipated or allowed except those covered in this agreement.

INSURANCE:

- (A) The Contractor and its subcontractors shall procure and maintain, at their sole expense, during the term of this agreement, liability insurance as hereinafter specified; and name the City as a certificate holder;
- (B) General liability and property damage insurance, including vehicle coverage issued to Contractor and protecting same from all claims for personal injury, including death, and all claims for destruction of property, arising out of or in connection with any operations under this agreement, whether such operations be by the Contractor, Contractor’s employee, or any subcontractor employed by the Contractor, Insurance shall be written

with a limit of \$1,000,000.00 for all damages arising out of bodily injury, including death, at anytime resulting therefrom, sustained by any one person in one any one accident, and a limit of not less than \$2,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident, and a limit of liability of \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

- (C) Only to the extent required by law, Worker's Compensation Insurance for all of the employees of the Contractor shall be provided by the Contractor.
- (D) The Contractor shall provide evidence satisfactory to the City that the Contractor has an errors and omissions policy in the face amount of at least \$1,000,000.00 which covers any errors or omissions in any work performed by the Contractor.
- (E) Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of any work.

TERM OF CONTRACT:

- (A) This agreement shall extend for a period of twelve months and shall be renewed automatically unless written notice to cancel is provided by one party to the other not less than sixty (60) days prior to the anniversary date unless otherwise specified below.
- (B) Should the City determine that a reduction in permit fees is necessary, said reduction shall not become effective until the Contractor receives at least ninety (90) days notice prior to said permit fee reduction;
- (C) It is the intent of the parties that this Agreement commences on the date it is executed by both parties, unless otherwise provided. Pursuant to O.C.G.A. § 36-60-13, the parties agree that it shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided for herein. Renewal

shall be automatic for successive one-year terms not to exceed a total of two successive one (1) year terms after the first year employment pursuant to this Agreement, unless it is terminated by either party in the manner provided for herein. The total obligation of the City under this Agreement for the calendar year of execution, and for each calendar year, shall be as set forth in this Agreement, as amended. To the extent this Agreement contemplates a transfer of supplies, materials, equipment, or other personal property by Contractor to City, the parties agree that title shall remain in Contractor until fully paid for by City. Notwithstanding any other provision, this Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds of the City are no longer available to satisfy the City's obligations under this Agreement

- (D) The Contractor or City may submit written request, at any time, to the other party, for renegotiating the fee structure as set forth by "Exhibit A" and "Exhibit B" of this agreement. The City and the Contractor understand that a change in percentage of payment of fees is the only alternative which would result in a change in compensation to the Contractor.
- (E) The City reserves the right to re-negotiate the terms of this contract upon the hiring of a building inspector by the City.
- (F) The City reserves the right to terminate this contract without cause upon giving the contractor sixty (60) days written notice.

INDEMNIFICATION AND RELEASE

City assumes no liability whatsoever for any acts or omissions arising from Contractor's performance of its obligations under this agreement. Contractor agrees to fully indemnify and defend City, through liability insurance or participation in an inter-local risk management agency or otherwise, against any tort, professional liability, claim, demand, or other legal obligation, arising out of an alleged act or omission occurring in the performance of Contractor's duties under this agreement. City or its insurer may litigate, compromise, or settle any such claim or suit

and pay the amount of any settlement or judgment rendered thereon, without the Contractor's consent. Further Contractor fully and completely releases City from any and all liability, claims or demands or other legal obligations which arise from a third-party claim brought against either or both parties to this agreement for and alleged act or omission occurring in the performance of Contractor's duties contemplated under this agreement.

MISCELLANEOUS PROVISIONS

- (A) The text herein shall constitute the entire Agreement between the parties. This writing shall constitute the full understanding and agreement of the parties and supercede any prior negotiation, term or agreement.
- (B) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Contractor.
- (C) If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (D) This Agreement and any amendments hereto shall be interpreted, construed and enforced in accordance with the law of Georgia. Further, to the extent any provision of this Agreement conflicts with the Charter or any Ordinances of the City, the Charter or Ordinances shall control.
- (E) Any amendment or modification hereto, to be enforceable, shall be in writing and executed by the proper parties. A copy of this agreement and any future modifications thereto shall be spread upon the Official Minutes of the City of Locust Grove.
- (F) In the event any dispute arises concerning performance or nonperformance hereunder, or if any party employs an attorney at law to enforce any of the other terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses actually incurred, including reasonable attorneys' fees. Contractor waives any objection to jurisdiction or venue being exercised by, or present in, Superior, State, or Magistrate

courts in Henry County, Georgia, or the federal district court of the Northern District of Georgia. City shall also have the exclusive right, but not the obligation, to require that disputes hereunder be submitted to binding arbitration.

- (G) All rights, powers and privileges conferred hereunder upon City hereto shall be cumulative but not restrictive to those given by law.
- (H) City as used in this Agreement shall include the City of Locust Grove, Georgia, its representatives, assigns and successors. Contractor shall include ICC Inspection Services, Inc., its representatives, assigns and successors. References to individuals or corporate entities shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. For purposes of this Agreement, references to the City Council shall be deemed to include the Mayor, when the Mayor is authorized to vote or otherwise participate in the deliberative process under state law, the City Charter, or the City Code of Ordinances.
- (I) The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement.
- (J) Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The parties expressly stipulate that there are no third-party beneficiaries to this Agreement.
- (K) In all instances where Contractor is required by the terms and provisions of this Agreement to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.
- (L) This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.
- (M) Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to

executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

- (N) Each person executing or attesting this Agreement warrants and represents that he or she has been afforded an adequate opportunity to read this Agreement, and that all of the information contained herein is true and accurate to the best of his or her knowledge. In the event any material information concerning the parties, including but not limited to names, addresses, telephone numbers, or corporate responsibilities changes during the term of the Agreement, the party so affected by the change agrees to promptly notify the other party of the new correct information in writing to facilitate performance hereunder.
- (O) No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default or other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
- (P) Captions, the description headings of the separate articles, sections, and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- (Q) Consistent with this Agreement, Contractor agrees to abide by the official rules and regulations adopted by the City, and to act at all times in accordance with the city's personnel policies and procedures.

NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

City: City of Locust Grove
P. O. Box 900
Locust Grove, Georgia 30248

Attention: Mayor and City Council
Tim Young, City Manager

with a copy to:

Smith, Welch, Webb & White
2200 Keys Ferry Court
P. O. Box 10
McDonough, Georgia 30253

Attention: Andrew J. (Andy) Welch, III, City Attorney

Contractor:

ICC Inspection Services
105 Rocky Branch Drive
McDonough, GA 30252

Attention: Ronnie Glaze

Each party agrees to notify the other of any change in current address.

In the event Contractor leaves or abandons the address set forth above or previously provided to City, Contractor agrees that the Georgia Secretary of State is authorized to act as its agent for service of process or any notices contemplated herein. Contractor expressly waives any right to personal service or the right to challenge the existence of jurisdiction or validity of any judgment entered upon default which has followed service pursuant to this Section.

IN WITNESS WHEREOF, The City and Contractor have caused this agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duty authorized offices, all as of the date first written above.

CITY OF LOCUST GROVE

(SEAL)

By: _____
Robert S. Price, Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

Misty Spurling, City Clerk

ICC INSPECTION SERVICES, INC.

(SEAL)

By: _____
Ronnie Glaze, Its managing partner

ATTEST:

PRINT NAME BELOW

“Exhibit A”

1. The City shall pay to the Contractor a fee in an amount equal to \$3,333.33 twice-monthly payments (\$80,000 annually) which shall be inclusive of any and all fees associated with residential plan reviews, residential inspections, residential meetings, transportation and phone consultations.
2. The City shall pay the Contractor a fee of \$48.50 per hour for commercial inspections (including Change in Tenancy inspections), commercial plan reviews, and commercial meetings up to a maximum amount per bi-monthly billing cycle of \$1,400 (\$2,800 monthly).
3. The City and Contractor agree to meet in November of each calendar year to make recommendations to the City Council for adjustments to this annual sum.

“Exhibit B”

1. For unsafe building abatement inspections, a fee of \$100 shall be accrued, plus any additional work for court costs and reports at a fee of \$48.50 per billable hour, as applicable.



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: **APPROVAL OF AN ORDINANCE TO RENEW THE CITY'S SERVICE CONTRACT WITH WHITLEY ENGINEERING, INC. (Mark Whitley) FOR EROSION CONTROL PLAN REVIEW AND INSPECTIONS.**

Action Item: **Yes** **No**

Public Hearing Item: **Yes** **No**

Executive Session Item: **Yes** **No**

Advertised Date: **N/A**

Budget Item: **Yes**

Date Received: **N/A**

Workshop Date: **February 22, 2021**

Regular Meeting Date: **March 1, 2021**

Discussion:

Renewal of a service contract with Mark Whitley of Whitley Engineering, Inc. to continue performing erosion and sedimentation plan reviews and inspections as well as assisting the City with mandatory reporting and the MS4 program.

Recommendation:

Staff recommends approval of the ordinance



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Budget Item: **Yes**

Date Received: **N/A**

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Discussion:

Renewal of a service contract with Mark Whitley of Whitley Engineering, Inc. to continue performing erosion and sedimentation plan reviews and inspections as well as assisting the City with mandatory reporting and the MS4 program.

Recommendation:

Staff recommends approval of the ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE AN INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE AND WHITLEY ENGINEERING, INC. PROVIDING FOR PROFESSIONAL ENGINEERING SERVICES PERTAINING TO EROSION CONTROL PLAN REVIEWS, INSPECTIONS AND REPORTING; TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID CONTRACT; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY OF LOCUST GROVE, AS NECESSARY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The City is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

WHEREAS, the statewide minimum codes are enforceable in the City; and

WHEREAS, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 12, Chapter 7 include the Georgia Erosion and Sedimentation Act thereto as promulgated by the Georgia Department of Natural Resources; and

WHEREAS, in order to enforce said code, the City needs the services of an Erosion and Sedimentation Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

WHEREAS, the City wishes to retain the services of a Erosion and Sedimentation Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

WHEREAS, the Mayor and City Council have found the approval of this Inspection Services Agreement to be in the best interests of the citizens of the City of Locust Grove.

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. The Contract between the City and Whitley Engineering, Inc. as attached hereto and incorporated herein by reference as **Exhibit "A"** is hereby approved.

SECTION 2. Approval of Execution. The Mayor is hereby authorized to execute the Contract as described in **Exhibit "A"** upon delivery of a signed version by Whitley Engineering, Inc., and the City Manager or his designee is authorized to take those actions necessary to effectuate this ordinance and perform the obligation of the City under said Agreement.

SECTION 3. Documents. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement.

SECTION 4. Severability. The preamble of this Ordinance is incorporated herein and made a part hereof by reference to same. In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses, or phases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of the ordinance.

SECTION 5. Repeal of conflicting provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Effective date. This ordinance shall become effective on April 1, 2021 at 12:00 midnight.

SO ORDAINED by the Council of the City this 1st day of March 2021.

CITY OF LOCUST GROVE, GEORGIA

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

APPROVED AS TO FORM:

(Seal)

City Attorney

EXHIBIT "A"

**INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE
AND WHITLEY ENGINEERING, INC.**

INSPECTION SERVICES AGREEMENT

This Agreement, entered into and effective as of the 1st day of April 2021, by and between the City of Locust Grove, a Georgia Municipal Corporation, hereinafter referred to as “the City”, and Whitley Engineering, Inc., a private contractor hereinafter referred to as “the Contractor”.

WITNESSETH:

WHEREAS, The City is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

WHEREAS, the statewide minimum codes are enforceable in the City; and

WHEREAS, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 12, Chapter 7 include the Georgia Erosion and Sedimentation Act thereto as promulgated by the Georgia Department of Natural Resources; and

WHEREAS, in order to enforce said code, the City needs the services of an Erosion and Sedimentation Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

WHEREAS, the City wishes to retain the services of an Erosion and Sedimentation Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

WHEREAS, the City and the Contractor desire by this writing to set forth the terms of this agreement for the Contractor to perform inspections and plan reviews for the City;

NOW, THEREFORE, in consideration of the premises and for other valuable considerations as set forth in this agreement, the parties do hereby agree as follows;

1.

The preamble is incorporated herein as if fully set forth here.

2.

The Contractor shall serve as an independent contractor.

3.

Each employee of the Contractor that performs inspections shall hold such certifications that shall afford him the ability to provide inspections as agreed upon by the City and the Contractor. Further, if the Contractor does not hold such certifications prior to the execution of this agreement, a timetable for the acquisition of said certifications shall be developed and agreed upon by both parties. Noncompliance with this timetable shall be grounds for termination of this agreement.

4.

The Contractor shall be responsible for all costs related to securing the aforementioned certifications, including, but not limited to training classes, seminars, testing, travel, and all other related expenses. Furthermore, the Contractor shall be responsible for the provision of transportation and transportation related expenses necessary for the discharge of the agreement.

5.

The Contractor shall provide the City with the following services:

PLAN REVIEW:

(A) The Contractor agrees to review all supporting documents submitted for land disturbance permits to insure compliance with the requirements of local and state codes and ordinances. The City agrees to submit complete copies of all supporting documents accompanying applications for land disturbance permits to the Contractor. The

Contractor agrees to submit a written record of the review to the City which will include all code and ordinance violations identified by the Contractor, if any, along with a recommendation of appropriate action to be taken.

- (B) All fees for plan review shall be included in the portion of the building permit fees charged by the City. Said fees will be charged based on the Fee Schedule in Appendix A and paid to the City. No such fees shall be collected by Contractor.

INSPECTIONS:

- (A) The Contractor shall perform on-site inspections of all erosion and sedimentation control measures for projects operating under an approved land disturbance permit, at the request of the City, to insure compliance with municipal and state codes and ordinances. The Contractor shall perform all necessary inspections consistent with said code and ordinance requirements. The Contractor agrees to submit a written record to the City as a result of these inspections.
- (B) All inspection requests received by 4:00 PM shall be made on the next business day. Any inspections made on the same business day are permitted based on the judgment of the Contractor.
- (C) All fees for inspections, if any, shall be paid to the City and not collected by Contractor.

PAYMENT OF FEES:

- (A) An amount of money shall be paid to the Contractor, including, but not limited to, the schedule contained in "Exhibit A". Any re-inspection deemed necessary as a result of a failed inspection shall result in the permittee being assessed a re-inspection fee. The inspection fee is not part of the initial inspection fee. The Contractor shall have no responsibility to seek payment of fees from the permittee. The City's responsibility to

pay the Contractor shall not be contingent upon the City collecting same from the permittee.

- (B) All requests for payment by Contractor shall be accomplished through the provision of an invoice submitted by the first (1st) and the fifteenth (15th) day of each month, or monthly on the first (1st) day of the month following the inspection period.
- (C) The parties agree that all payments by permittees for permits and inspections shall be made directly to the City, and that the City shall disburse funds to the Contractor in accordance with this agreement.
- (D) No other expenses or allowances are anticipated or allowed except those covered in this agreement.

INSURANCE:

- (A) The Contractor and its subcontractors shall procure and maintain, at their sole expense, during the term of this agreement, liability insurance as hereinafter specified; and name the City as a certificate holder;
- (B) General liability and property damage insurance, including vehicle coverage issued to Contractor and protecting same from all claims for personal injury, including death, and all claims for destruction of property, arising out of or in connection with any operations under this agreement, whether such operations be by the Contractor, Contractor's employee, or any subcontractor employed by the Contractor, Insurance shall be written with a limit of \$1,000,000.00 for all damages arising out of bodily injury, including death, at anytime resulting therefrom, sustained by any one person in one any one accident, and a limit of not less than \$2,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident, and a limit of liability of \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

- (C) Only to the extent required by law, Worker's Compensation Insurance for all of the employees of the Contractor shall be provided by the Contractor.
- (D) The Contractor shall provide evidence satisfactory to the City that the Contractor has an errors and omissions policy in the face amount of at least \$1,000,000.00 which covers any errors or omissions in any work performed by the Contractor.
- (E) Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of any work.

TERM OF CONTRACT:

- (A) This agreement shall extend for a period of twelve months and shall be renewed automatically unless written notice to cancel is provided by one party to the other not less than sixty (60) days prior to the anniversary date unless otherwise specified below.
- (B) Should the City determine that a reduction in permit fees is necessary, said reduction shall not become effective until the Contractor receives at least ninety (90) days notice prior to said permit fee reduction;
- (C) It is the intent of the parties that this Agreement commences on the date it is executed by both parties, unless otherwise provided. Pursuant to O.C.G.A. § 36-60-13, the parties agree that it shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided for herein. Renewal shall be automatic for successive one-year terms not to exceed a total of two successive one (1) year terms after the first year employment pursuant to this Agreement, unless it is terminated by either party in the manner provided for herein. The total obligation of the City under this Agreement for the calendar year of execution, and for each calendar year, shall be as set forth in this Agreement, as amended. To the extent this Agreement contemplates a transfer of supplies, materials, equipment, or other personal property by Contractor to City, the parties agree that title shall remain in Contractor until fully paid

for by City. Notwithstanding any other provision, this Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds of the City are no longer available to satisfy the City's obligations under this Agreement

(D) The Contractor or City may submit written request, at any time, to the other party, for renegotiating the fee structure as set forth by "Exhibit A" of this agreement. The City and the Contractor understand that a change in percentage of payment of fees is the only alternative which would result in a change in compensation to the Contractor.

(E) The City reserves the right to terminate this contract without cause upon giving the contractor sixty (60) days written notice.

INDEMNIFICATION AND RELEASE

City assumes no liability whatsoever for any acts or omissions arising from Contractor's performance of its obligations under this agreement. Contractor agrees to fully indemnify and defend City, through liability insurance or participation in an inter-local risk management agency or otherwise, against any tort, professional liability, claim, demand, or other legal obligation, arising out of an alleged act or omission occurring in the performance of Contractor's duties under this agreement. City or its insurer may litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Contractor's consent. Further Contractor fully and completely releases City from any and all liability, claims or demands or other legal obligations which arise from a third party claim brought against either or both parties to this agreement for and alleged act or omission occurring in the performance of Contractor's duties contemplated under this agreement.

MISCELLANEOUS PROVISIONS

(A) The text herein shall constitute the entire Agreement between the parties. This writing shall constitute the full understanding and agreement of the parties and supercede any prior negotiation, term or agreement. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Contractor.

If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(B) This Agreement and any amendments hereto shall be interpreted, construed and enforced in accordance with the law of Georgia. Further, to the extent any provision of this Agreement conflicts with the Charter or any Ordinances of the City, the Charter or Ordinances shall control.

(C) Any amendment or modification hereto, to be enforceable, shall be in writing and executed by the proper parties. A copy of this agreement and any future modifications thereto shall be spread upon the Official Minutes of the City of Locust Grove.

(D) In the event any dispute arises concerning performance or nonperformance hereunder, or if any party employs an attorney at law to enforce any of the other terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses actually incurred, including reasonable attorneys' fees. Contractor waives any objection to jurisdiction or venue being exercised by, or present in, Superior, State, or Magistrate courts in Henry County, Georgia, or the federal district court of the Northern District of Georgia. City shall also have the exclusive right, but not the obligation, to require that disputes hereunder be submitted to binding arbitration.

(E) All rights, powers and privileges conferred hereunder upon City hereto shall be cumulative but not restrictive to those given by law.

(F) City as used in this Agreement shall include the City of Locust Grove, Georgia, its representatives, assigns and successors. Contractor shall include Whitley Engineering, Inc., its representatives, assigns and successors. References to individuals or corporate entities shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. For purposes of this Agreement, references to

the City Council shall be deemed to include the Mayor, when the Mayor is authorized to vote or otherwise participate in the deliberative process under state law, the City Charter, or the City Code of Ordinances.

- (G) The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement.
- (H) Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The parties expressly stipulate that there are no third-party beneficiaries to this Agreement.
- (I) In all instances where Contractor is required by the terms and provisions of this Agreement to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.
- (J) This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.
- (K) Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.
- (L) Each person executing or attesting this Agreement warrants and represents that he or she has been afforded an adequate opportunity to read this Agreement, and that all of the information contained herein is true and accurate to the best of his or her knowledge. In the event any material information concerning the parties, including but not limited to names, addresses, telephone numbers, or corporate responsibilities changes during the

term of the Agreement, the party so affected by the change agrees to promptly notify the other party of the new correct information in writing to facilitate performance hereunder.

(M) No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default or other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

(N) Captions, the description headings of the separate articles, sections, and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(O) Consistent with this Agreement, Contractor agrees to abide by the official rules and regulations adopted by the City, and to act at all times in accordance with the city's personnel policies and procedures.

NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

City: City of Locust Grove
P. O. Box 900
Locust Grove, Georgia 30248

Attention: Tim Young, City Manager

with a copy to:

Smith, Welch, Webb & White
2200 Keys Ferry Court
P. O. Box 10
McDonough, Georgia 30253

Attention: Andrew J. (Andy) Welch, III, City Attorney

Contractor:

Whitley Engineering, Inc.
38 East Main Street, N.
Hampton, Georgia 30228

Attention: Mark G. Whitley, P.E.

Each party agrees to notify the other of any change in current address.

In the event Contractor leaves or abandons the address set forth above or previously provided to City, Contractor agrees that the Georgia Secretary of State is authorized to act as its agent for service of process or any notices contemplated herein. Contractor expressly waives any right to personal service or the right to challenge the existence of jurisdiction or validity of any judgment entered upon default which has followed service pursuant to this Section.

IN WITNESS WHEREOF, The City and Contractor have caused this agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duty authorized offices, all as of the date first written above.

CITY OF LOCUST GROVE

(SEAL)

By: _____
Robert Price, Mayor

ATTEST:

Misty Spurling, City Clerk

APPROVED AS TO FORM:

City Attorney

WHITLEY ENGINEERING, INC.

(SEAL)

By:

Mark G. Whitley, Its managing partner

ATTEST:

PRINT NAME

“Exhibit A”

1. The Contractor agrees to perform the following services for the City:
 - Erosion and Sedimentation plan reviews and plan approvals for residential and commercial/industrial projects.
 - Assist the City with the issuance of land disturbance permits, including attendance at pre-construction meetings.
 - Provide erosion control inspections for all active sites.
 - Provide written reports to the City and project managers pertaining to site inspections.
 - Issue written warning, stop work orders, and citations as needed
 - Submit proper documentation to the City and other pertinent agencies when needed when enforcement actions are required.
 - Prepare monthly erosion and sedimentation reports.
 - Attend monthly GSWCC meeting on behalf of the City.
 - Prepare annual and semi-annual reports on behalf of the City.
 - Provide technical support and guidance to the City on City projects involving erosion and sedimentation requirements.
 - Provide NPDES monitoring services for the City’s capital improvement and infrastructure projects
 - Assist City staff with MS4 Program and with the preparation of the annual MS4 report.

2. The City shall pay to the Contractor the following fees, per month, for the services listed in Item 1 above:
 - a. \$1,800 for inspections and reports
 - b. \$300 for assistance with MS4 program

3. The City shall pay to the Contractor the following plan review fees per project type listed below. These fees shall be a one-time fee and include any and all resubmittals.
 - a. \$100 for secondary/tertiary plans
 - b. \$500 for residential subdivisions
 - c. \$300 for commercial projects
 - d. \$400 for industrial projects



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: DISCUSSION ONLY to amend Chapter 17 of City of Locust Grove Code of Ordinances, entitled Zoning Ordinance.

Action Item: Yes No [DISCUSSION ONLY]

Public Hearing Item: Yes No [DISCUSSION ONLY]

Executive Session Item: Yes No N/A

Advertised Date: N/A

Budget Item: No

Date Received: N/A

Workshop Date: February 22, 2021

Regular Meeting Date: To Be Determined

Discussion:

The Community Development Department wishes to initiate dialogue between the City Council and Staff (and eventually community stakeholders as well) regarding the needed overhaul of the City of Locust Grove Zoning Ordinance. In addition to the 2016 Land Use changes, the goal of this endeavor is to provide a more cohesive, functional, user friendly, and up-to-date zoning ordinance that compliments the current Comprehensive Land Use Plan. In achieving this goal, the new Zoning Ordinance will facilitate a more uniform and consistent application of the city's zoning regulations. The City of Locust Grove continues to experience a 9+/-% growth rate. At the current growth rate, the City of Locust Grove is the fastest growing city in Henry County, Georgia. Therefore, the use of a zoning ordinance adopted June 3, 1986, as amended, is no longer an efficient ordinance for the year 2021 and beyond.

Recommendation: NO ACTION REQUIRED AT THIS POINT



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet

Item: Resolution for the I-75 Central Corridor Coalition

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, Dues and Fees in Administration (1510)

Date Received: February 12, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

Attached is a Resolution to Support the I-75 Central Corridor Coalition and it's 501(c)6 body to be a fully active member on the Board along with dues of \$500 annually for a governmental body. This group advocates for integrated planning along the stretch of I-75 between Henry, Spalding, Butts, Lamar, Monroe, Macon-Bibb and Houston counties along with adjacent areas. Primary to this are the projects already planned along the corridor (Commercial Vehicle Lanes, Bethlehem Road), but also items such as passenger rail, which many have advocated for years along the corridor (Macon-Griffin-Atlanta, Chattanooga-Savannah). Our continued support is being sought in the effort in getting grant money for additional planning along the corridor between the three (3) Metropolitan Planning Organizations (ARC, Macon-Bibb, Warner Robbins) along with GDOT in rural areas.

Recommendation:

APPROVE RESOLUTION IN SUPPORT OF THE I-75 CENTRAL CORRIDOR COALITION, INC.



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet

Item: Resolution for the I-75 Central Corridor Coalition

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, Dues and Fees in Administration (1510)

Date Received: February 12, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: **March 1, 2021**

Discussion:

Attached is a Resolution to Support the I-75 Central Corridor Coalition and it's 501(c)6 body to be a fully active member on the Board along with dues of \$500 annually for a governmental body. This group advocates for integrated planning along the stretch of I-75 between Henry, Spalding, Butts, Lamar, Monroe, Macon-Bibb and Houston counties along with adjacent areas. Primary to this are the projects already planned along the corridor (Commercial Vehicle Lanes, Bethlehem Road), but also items such as passenger rail, which many have advocated for years along the corridor (Macon-Griffin-Atlanta, Chattanooga-Savannah). Our continued support is being sought in the effort in getting grant money for additional planning along the corridor between the three (3) Metropolitan Planning Organizations (ARC, Macon-Bibb, Warner Robbins) along with GDOT in rural areas.

Recommendation:

APPROVE RESOLUTION IN SUPPORT OF THE I-75 CENTRAL CORRIDOR COALITION, INC.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO SUPPORT THE CONTINUED MEMBERSHIP IN THE I-75 CENTRAL CORRIDOR COALITION, INC. FOR THE 2021 CALENDAR YEAR; TO SUPPORT THE INITIATIVE FOR INNOVATIVE SMART GROWTH PLANNING ALONG THE INTERSTATE 75 CORRIDOR; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, intergovernmental collaboration and cross-jurisdictional planning are important to a successful community and state; and

WHEREAS, between 2015 and 2017, the Georgia Municipal Association provided technical assistance to member governments along the I-75 corridor between Macon and Atlanta to determine if there was shared interest in formalizing support of multi-regional planning; and

WHEREAS, after a thorough study, the I-75 Central Corridor Coalition, Inc. was established in January 2018 and achieved status from the Internal Revenue Service as exempt under Section 501(c)(6) regulations; and

WHEREAS, the mission of the I-75 Central Corridor Coalition is to advocate for robust transportation infrastructure, economic vitality, and smart growth along the I-75 corridor from Stockbridge to Macon.

WHEREAS, the City has been an active member in the multi-jurisdictional I-75 Central Corridor Coalition since 2020 and shares the vision of efficient and effective smart growth development along the I-75 corridor; and

WHEREAS, the City supports the consensus of the I-75 Central Corridor Coalition that Regional Smart Transportation Growth Plan along the I-75 corridor will provide direction for efficient investment and planning efforts aimed at promoting smart growth initiatives and benefitting the City and other jurisdictions along the I-75 Central Corridor; and

WHEREAS, the Mayor and Council believe that continued active involvement in the I-75 Central Corridor Coalition is in the best interest of the County and the City, and their citizens;

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

1. **Support of the Mission of the I-75 Central Corridor Coalition.** The City of Locust Grove supports the mission and purpose of the I-75 Central Corridor Coalition by its dues-paying membership in the organization.
2. **Official Representative.** The City of Locust Grove designates the Mayor or his designee as the official representative of the City on the Board of Directors
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 1st day of March , 2021.

ROBERT S. PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk
(seal)

City Attorney



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet (Future Potential Item)

Item: Home Delivery of Alcohol - Update

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: N/A

Date Received: January 28, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: TBD

Discussion:

Attached is what is available on the State DOR Alcohol Division website on HB 879 Home Delivery of Alcohol that we were to examine more in the future to see if that current restriction might be reconsidered.

I have tried reaching out by phone, but to no avail. I have used one of the links to ask for someone to contact me regarding the Enforcement of this new option, which I believe was one of the major questions asked. I will update you at the next Workshop on the status.

Recommendation:

Discussion only.

Upcoming GTC Outage for Tax System Upgrade

Please complete all GTC business before Friday, February 5th at 11:00 pm. GTC will be unavailable from February 5th at 11:00 pm to February 10th at 11:00 pm for a system upgrade. We apologize for the inconvenience.

[Learn more \(/georgia-tax-system-upgrade-information\)](/georgia-tax-system-upgrade-information)

Delivery of Alcoholic Beverages - FAQ

What business establishments are eligible to deliver alcoholic beverages?



Licensed alcohol retailers are eligible to deliver unopened alcoholic beverages in the original container sealed by the manufacturer, except where prohibited by local ordinance or resolution. A licensed alcohol retailer that delivers alcoholic beverages is not required to obtain an additional license or permit from the Department of Revenue.

Mixed drinks or cocktails are not permitted to be delivered, unless the mixed drink or cocktail is in the original can, bottle or other container sealed by the manufacturer. Below is a list of retailers and the types of alcoholic beverages that can be sold for delivery:

Grocery Stores, Gas Stations/Convenience Stores:

1. Beer
2. Wine

Retail Package Stores:

1. Beer
2. Wine
3. Distilled Spirits

Restaurants, Brewpubs, Bars, and other consumption-on-premises retail alcohol licensees:

1. Beer
2. Wine

Can beer, wine and distilled spirits be sold for delivery anytime during the day or night?



Alcoholic beverages can only be sold for delivery on a day and time when the sale of package beer, wine or distilled spirits is permitted by local jurisdictional law. Additionally, all deliveries must be completed on the same day of the sale and the same day the alcoholic beverages leave the licensed premises of the retailer.

Am I eligible to deliver alcoholic beverages?



To deliver alcoholic beverages for a retail licensee, you must be either:

An employee of the alcohol retail licensee; or

A third-party service (or its employee) that has a contractual relationship with the alcohol retail licensee.

Are there any additional requirements for delivery drivers?



Yes, all delivery drivers must meet the following requirements:

- 1.** 21 years of age or older
- 2.** Valid Georgia driver's license
- 3.** Criminal background investigation completed within the last 12 months (local, national and motor vehicle driving record) with:
 - a.** No more than 3 moving violations in the past 3 year
 - b.** No major traffic violations within the last 3 years as defined by O.C.G.A. §40-5-142
 - c.** No convictions within the past 7 years for driving under the influence of drugs/alcohol
 - d.** No convictions of fraud, sex offense, or use of a motor vehicle to commit a felony crime involving property damage, theft, violence or act of terror
 - e.** No inclusion as a match on the National Sex Offender Registry data base
- 4.** Complete a mandatory delivery training course approved by the Department of Revenue and pass an examination upon completion of the course. Please visit [Alcoholic Beverage Delivery Training Curriculum \(https://dor.georgia.gov/alcoholic-beverage-delivery-training-curriculum\)](https://dor.georgia.gov/alcoholic-beverage-delivery-training-curriculum) for detailed information.
- 5.** Keep a copy of the training certification and retail licensee's employment contract (or third-party services contract with the retailer) in the vehicle at all times. In the alternative, such

documents may be stored in an accessible electronic format via cellular phone or other electronic device.

6. Delivery drivers are not required to obtain a license or permit from the Department of Revenue. However, a retail licensee may provide the delivery driver or third-party service with a type of delivery certification card or similar document.

How long is the training certification valid?



Training certification is valid for 2 years. Upon expiration, all delivery drivers will be required to retake the training course to renew certification.

Delivery drivers are required to comply with the following laws:



1. Drivers shall only deliver beer, wine or distilled spirits in an original unbroken container that was sealed by the manufacturer.
2. Alcoholic beverages must be delivered on the same calendar day the alcoholic beverages leave the licensed premises of the retailer for delivery.
3. Alcoholic beverages shall be transported in a vehicle for delivery within the local licensing jurisdiction of the packaged goods retailer.
 - a. The local licensing jurisdiction is the city or county that issued the local alcoholic beverage license to the retail business.
4. Alcoholic beverages shall not be commingled or transported in a vehicle containing products or goods traveling outside the state of Georgia.

- 5.** Alcoholic beverages must remain in the possession of the delivery driver and cannot be transferred to another driver or any other person.
- 6.** Delivery of alcoholic beverages is only for the consumer's personal use and cannot be delivered to:
 - a.** Schools, including dormitories, housing or common space located at a school or campus
 - b.** Prison, reformatory, or other correctional facilities
 - c.** Any locker mailbox, package shipping location or storage facility business
 - d.** Any other retailer
- 7.** Alcoholic beverages shall be delivered to a person at the address specified in the purchase order and cannot be placed on the curbside, driveway, door stoop, porch, etc.
- 8.** Alcoholic beverages shall only be delivered to a person who:
 - a.** Is 21 years of age or older
 - b.** Presents proper identification verifying age (driver's license, passport, Georgia identification card or military identification)
 - c.** Provides a signature that matches such identification
 - d.** Is not noticeably intoxicated
- 9.** Delivery drivers should not receive any compensation from the purchaser for the sale or delivery of alcoholic beverages.
- 10.** Delivery drivers shall allow the purchaser to inspect the delivered alcoholic beverages at the time of delivery. All sales of alcoholic beverages are final.

- 11.** Violations of delivery laws can result in a fine for the delivery driver, retail licensee or both. Local governing authorities that issue alcohol retail licenses may impose additional penalties and criminal penalties otherwise prescribed by law may apply.

If the delivery driver is unable to complete the delivery because the person accepting the delivery is not 21 years of age or older, or presents a fake identification card, or is noticeably intoxicated, what are the next steps for the delivery driver?



The delivery driver should cancel the delivery and return the alcoholic beverages to the retailer on the same day, prior to the close of business. Delivery drivers should familiarize themselves with the retail licensee's or third-party service's procedures for delivery refusal and/or delivery cancellation.

Alcohol retail licensees that deliver alcoholic beverages are required to:



- 1.** Allow purchasers of alcohol for delivery to establish an account maintained by the alcohol retail licensee.
- 2.** Deliver alcoholic beverages on the same calendar day that alcoholic beverages are sold and leave the licensed premises.
- 3.** Maintain control and responsibility of the sale of alcoholic beverages, which includes receiving payment from the purchaser and appearing as the merchant of record at all times. If a licensee uses third-party applications or vendor ordering platforms, these services are

prohibited from up-charging the alcoholic beverages sold by the licensee.

4. Process all payments for the sale and delivery of alcoholic beverages prior to the alcoholic beverages leaving the premises of the retailer.
5. Deliver only alcoholic beverages that are currently in the retailer's inventory. Likewise, retailers shall not obtain products from any other source, retailers or other licensed premises.

Are alcohol retail licensees required to maintain any additional records?



Retailers should keep the following records of employees and third-party services that deliver alcoholic beverages:

Criminal background investigation report

List of employees and contractual agreements of third party services delivering alcoholic beverages

Employees' training course certifications

A record of the individual's name and date of birth who accepted delivery of the alcoholic beverages for a 3 year retention period. Such records shall be provided to special agents or enforcement officers upon request.

Are retail licensees responsible for the actions of employees or third-party services that deliver alcoholic beverages?



Licensees are ultimately responsible for the delivery of alcoholic products from their licensed premises, including deliveries by third party services

and employees of the retailer. Illegal alcohol deliveries committed by an employee or a third party are deemed to be an act taken by the retailer.

For example, if a third-party service delivers an alcoholic beverage to a customer of the retailer and the alcoholic beverage is delivered to an individual that is not 21 years of age or older, the third-party service and the retail licensee could both be subject to fines and other penalties.

What can the Department of Revenue inspect with regards to the delivery of alcoholic beverages?



For the purposes of determining violations of law and/or securing evidence as may be needed for an administrative proceeding (and in addition to provisions in O.C.G.A §3-2-30), special agents or enforcement officers of the Department of Revenue can inspect the following:

The customer accounts established by the alcohol retail licensee

Any vehicle transporting alcoholic beverages for delivery

Who can be held responsible for a violation of alcoholic beverage delivery laws and what are the consequences?



Alcohol retailers, delivery drivers that are employees of the alcohol retailer and third-party services can receive a fine, up to \$500 for each violation.

Retail alcohol licensees may also be suspended from delivering alcoholic beverages for a period not to exceed 30 days for each violation.

Local governing authorities that issue alcohol licenses to retailers may also impose penalties on the retailer, employee or third-party service; and

Any other criminal penalties provided by law.

Upcoming GTC Outage for Tax System Upgrade

Please complete all GTC business before Friday, February 5th at 11:00 pm. GTC will be unavailable from February 5th at 11:00 pm to February 10th at 11:00 pm for a system upgrade. We apologize for the inconvenience.

[Learn more \(/georgia-tax-system-upgrade-information\)](#)

Alcoholic Beverage Delivery Training Curriculum

On this page:

- **[Overview \(#toc-overview\)](#)**
- **[Legal Requirements \(#toc-legal-requirements\)](#)**
- **[Certification \(#toc-certification\)](#)**
- **[FAQ-Delivery of Alcoholic Beverages \(#toc-faq-delivery-of-alcoholic-beverages\)](#)**
- **[Alcoholic Beverage Delivery Training Providers \(#toc-alcoholic-beverage-delivery-training-providers\)](#)**

Pursuant to House Bill 879, the Department of Revenue is required to develop the curriculum or outline the essential elements for alcoholic beverage delivery training courses.

To become an approved provider of alcoholic beverage training, please submit a copy of your training program to **[ATD-training@dor.ga.gov \(mailto:ATD-training@dor.ga.gov\)](mailto:ATD-training@dor.ga.gov)**. Upon receipt, the Department will approve, deny or request modifications to the proposed training program within 15 business days. Below are the minimum requirements.

Overview

COVID-19 Guidance, Driver Safety and Best Practices

Legal Requirements

1. Delivery driver eligibility

Minimum age requirements

Valid Georgia driver's license

Criminal background investigation

2. Legal sales and delivery of alcoholic beverages

Types of alcoholic beverages approved for delivery

Alcoholic beverages non-transferrable to another person

Lawful delivery times

Prohibited places to deliver alcoholic beverages

3. Customer verification with examples

Acceptable forms of identification

Verification of legal age

Methods for detecting fake identification

Documentation required:

- Name and date of birth of person accepting delivery
- Signature of person accepting delivery

4. Delivery refusal criteria with examples

Failure to provide proper identification

Person accepting delivery is under 21 years of age

Noticeably intoxicated

5. Violations and Penalties

Certification

- 1. End of course examination**
- 2. Certificate of completion**

FAQ-Delivery of Alcoholic Beverages

Common questions regarding **Delivery of Alcoholic Beverages**
(<https://dor.georgia.gov/delivery-alcoholic-beverages-faq>).

Alcoholic Beverage Delivery Training Providers

Find approved **Alcoholic Beverage Delivery Training Providers**
(<https://dor.georgia.gov/alcoholic-beverage-delivery-training-providers>).

For more information on this matter, contact the Alcohol and Tobacco Division at 1-877-423-6711 from 8:00am to 5:00pm, Monday through Friday, excluding holidays.



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet

Item: Crossing Guard – Locust Grove Elementary School

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Potential – Public Safety – Salaries (PT limited schedule)

Date Received: February 12, 2021

Workshop Date: February 22, 2021

Regular Meeting Date: March 1, 2021

Discussion:

As you remember, we recently approved the Elementary School for a radar-operated camera for speeding and such, which requires further approval by GDOT and the BOE.

The BOE is interested in the City reinvesting some of the camera revenue for the provision of a school crossing guard at that location. In speaking with McDonough, they have one at Wesley Lakes Elementary that they provided a job description for us to use if needed. Also, the position is basically 3-4 hours a day when school is in session and around \$15/hour for that role. Estimated impact would be \$10,800 based on those figures.

Recommendation:

FOR DISCUSSION.

Job Title: School Crossing Guard
Department: Police
Reports to: Major over Uniform Patrol

FLSA: Non-Exempt
Designation: Safety Sensitive
Revised: 10/02/2020

Job Summary: This position is responsible for controlling vehicular and pedestrian traffic at school crossings to prevent accidents and protect the safety of school children and other pedestrians.

Major Duties:

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Arrives at the appointed time at the designated location for traffic control;
- Directs school children and other pedestrians to cross the street at school crossing guard's signal;
- Regulates vehicular traffic at designated crossing to ensure safety of children as well as safety of vehicles entering and exiting school;
- Reports to the Police Department motorists who fail to comply with provisions of the law governing movement of vehicular traffic at school crossings; may appear in court to testify in cases involving violations of such laws;
- May assist the Police Department in other areas of the City as needed;
- Performs other duties as required.

Knowledge Required by the Position:

- Knowledge of general traffic laws, rules, and regulations;
- Knowledge of basic safety laws;
- Skill in obtaining the attention and cooperation of pedestrians and vehicles;
- Skill in observing and recording license numbers and incident details accurately;
- Ability to see and hear traffic;
- Ability to stand for periods of time related to traffic control;
- Ability to follow oral and written directions;
- Ability to communicate effectively with co-workers and the general public.
- Ability to testify in court as needed;

Supervisory Controls: Work is performed under the direct supervision of the Major over the Uniform Patrol.

Guidelines: Guidelines include City and departmental policies and procedures and applicable ordinances; federal and state laws.

Complexity: The work consists of a variety of crossing guard duties.

Scope and Effect: The purpose of this position is to protect pedestrians from traffic when crossing the street and to present a safety enforcement presence to passing motorists.

Job Title: School Crossing Guard (continued)

Personal Contacts: Contacts are typically with supervisors, co-workers and the general public.

Purpose of Contacts: Contacts are typically to assist pedestrians with crossing the street.

Physical Demands: The work is typically performed with the employee standing outdoors. This position requires a field of vision to move quickly or stand in traffic and avoid being hit by vehicles.

Work Environment: Working condition is typically outdoors and includes traffic noise, dirt, vehicle fumes, and heat, cold and dampness from working in a variety of weather conditions.

Supervisory and Management Responsibility: None.

Minimum Qualifications:

High School diploma or equivalent; pass employment physical, drug and alcohol screen; acceptable background investigation; equivalent combination of education and experience.

The City of McDonough, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.