

**DRAFT**

**City of Locust Grove  
Council Workshop Meeting Minutes  
Public Safety Building – Courtroom Chamber  
3640 Highway 42 S. – Locust Grove, GA 30248  
Monday, April 5, 2021  
6:00 PM**

<b>Members Present:</b>	<b>Staff Present:</b>
Robert Price – Mayor	Tim Young – City Manager
Carlos Greer – Councilman	Misty Spurling – City Clerk
Willie Taylor – Councilman	Jennifer Adkins – Assistant City Clerk
Keith Boone – Councilman	Daunté Gibbs – Community Development Director
Rod Shearouse – Councilman	Matthew Long - Police Captain
Rudy Breedlove - Councilman	Anna W. Ogg – Main Street Director
Vincent Williams - Councilman	Andy Welch - Attorney
	<b>Staff Not Present:</b>
	Bert Foster – Assistant City Manager
	Jack Rose – Public Works Director

Mayor Price called the meeting to order at 6:00 PM

**ADMINISTRATION OF OATH** –

Attorney Andy Welch introduced Judge Ben Studdard and said he served as the first appointed member of Henry County State Court. He has served unopposed for many years and has over 22 years in public service. Judge Studdard is retiring soon, and Attorney Andy Welch said he thought it would be fitting Judge Studdard swear in our newly elected official.

Judge Ben Studdard stepped forward to administer oath to newly elected official Councilman Vincent Williams. Councilman Williams was joined by family and friends.

Invocation given by City Manager Tim Young

Councilman Greer led the Pledge of Allegiance.

**APPROVAL OF AGENDA** –

Mayor Price asked for a motion. Councilman Greer made the motion to approve the April 5, 2021 meeting agenda.

RESULT	APPROVED AGENDA
MADE MOTION	COUNCILMAN GREER
2 <sup>ND</sup> MOTION	COUNCILMAN TAYLOR
VOTE	MOTION CARRIED - ALL IN FAVOR

**PUBLIC COMMENTS** –

- **Introduction of new hire – Officer Markus Hutcherson –**

Captain Matthew Long stepped forward and asked Officer Markus Hutcherson to step forward. Captain Long introduced Officer Hutcherson to Council.

Officer Hutcherson said he is happy to be here and looks forward to working with everyone.

- **Proclamation – Child Abuse Prevention Month – April**

City Clerk Misty Spurling read aloud the proclamation. No one present to accept.

**PUBLIC HEARING ITEMS – NONE**

**APPROVAL OF THE MINUTES -**

**1. MARCH 1, 2021- REGULAR MEETING MINUTES –**

Mayor Price asked for a motion. Councilman Shearouse made the motion to approve the March 1, 2021 regular meeting minutes.

RESULT	APPROVED MARCH 1, 2021 REGULAR MEETING MINUTES
MADE MOTION	COUNCILMAN SHEAROUSE
2 <sup>ND</sup> MOTION	COUNCILMAN GREER
FAVOR	MOTION CARRIED – ALL IN FAVOR

**2. MARCH 1, 2021- EXECUTIVE SESSION MEETING MINUTES –**

Mayor Price asked for a motion. Councilman Greer made the motion to approve the March 15, 2021 executive session meeting minutes.

RESULT	APPROVED MARCH 1, 2021 EXECUTIVE SESSION MEETING MINUTES
MADE MOTION	COUNCILMAN GREER
2 <sup>ND</sup> MOTION	COUNCILMAN BREEDLOVE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**3. MARCH 15, 2021- WORKSHOP MEETING MINUTES –**

Mayor Price asked for a motion. Councilman Taylor made the motion to approve the March 15, 2021 workshop meeting minutes.

RESULT	APPROVED MARCH 15, 2021 WORKSHOP MEETING MINUTES
MADE MOTION	COUNCILMAN TAYLOR
2 <sup>ND</sup> MOTION	COUNCILMAN SHEAROUSE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**4. MARCH 15, 2021- EXECUTIVE SESSION MEETING MINUTES –**

Mayor Price asked for a motion. Councilman Greer made the motion to approve the March 15, 2021 executive session meeting minutes.

RESULT	APPROVED MARCH 15, 2021 EXECUTIVE SESSION MEETING MINUTES
MADE MOTION	COUNCILMAN GREER
2 <sup>ND</sup> MOTION	COUNCILMAN BREEDLOVE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**ACCEPTANCE OF THE FINANCIAL STATEMENT –**

**5. DECEMBER 2020 FINANCIAL STATEMENT –**

Mayor Price asked for a motion. Councilman Greer made the motion to approve the December 2020 Financial Statement

RESULT	APPROVED DECEMBER 2020 FINANCIAL STATEMENT
MADE MOTION	COUNCILMAN GREER
2 <sup>ND</sup> MOTION	COUNCILMAN BOONE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**6. JANUARY 2021 FINANCIAL STATEMENT –**

Mayor Price asked for a motion. Councilman Greer made the motion to approve the January 2021 Financial Statement

RESULT	APPROVED JANUARY 2021 FINANCIAL STATEMENT
MADE MOTION	COUNCILMAN GREER
2 <sup>ND</sup> MOTION	COUNCILMAN BOONE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**UNFINISHED BUSINESS/ACTION ITEMS –**

**7. Ordinance for rezoning 1.96 +/- acres from RA (Residential Agricultural) to C-1 (Neighborhood Commercial) for property located at the northwest corner of Indian Creek Road and Tanger Boulevard, LL 168 of the 2<sup>nd</sup> district –**

Community Development Director Daunte’ Gibbs led discussion this tract of land is estimated by the FLUM (Future Land Use Map) as neighborhood commercial and is proposed as being developed as a convenience store.

Mayor Price asked Attorney Andy Welch if the zoning of the property across from the subject property would be an issue. Attorney Andy Welch replied the two properties being next to one another is consistent with the FLUM which is a guide and policy used to make recommendations.

Mayor Price asked for a motion. Councilman Boone made the motion to deny the request. Councilman Taylor second the motion and Councilman Shearouse also in favor of denial.

Councilman Williams, Councilman Greer, and Councilman Breedlove were not in favor of the motion to deny the request. Mayor Price was not in favor of the motion to deny the request; therefore, Attorney Andy Welch confirmed the results were Three in favor and Four opposed to denial of the request. Attorney Andy Welch said another motion will have to be called.

Councilman Breedlove made the motion to approve in favor of the request with second by Councilman Williams. Councilman Greer also in favor to approve the request. Councilman Shearouse, Boone, and Taylor not in favor of approval. The result was a 3/3 vote and Mayor Price broke the tie with his vote in favor to approve the request by approving ordinance #21-04-021.

RESULT	APPROVED ORDINANCE #21-04-021
MADE MOTION	COUNCILMAN BREEDLOVE
2 <sup>ND</sup> MOTION	COUNCILMAN WILLIAMS
VOTE	MOTION CARRIED – FOUR IN FAVOR (BREEDLOVE, WILLIAMS, GREER, MAYOR PRICE) AND THREE OPPOSED (BOONE, TAYLOR, SHEAROUSE)

**NEW BUSINESS/ACTION ITEMS –**

**8. Memorandum of Understanding (MOU) for the Bethlehem Road Interchange – GDOT (Revised) –**

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving MOU #21-04-022.

RESULT	APPROVED MOU #21-04-022
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN BREEDLOVE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**9. Resolution to authorize the park at 601 Tanger Boulevard to be named “Chase Maddox Park” in memory of Officer Chase Maddox –**

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving resolution #21-04-023.

RESULT	APPROVED RESOLUTION #21-04-023
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN SHEAROUSE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**CITY MANAGER’S COMMENTS –**

Mr. Young stepped forward with an update and reminder about the Joint T-SPLOST Special Called Meeting between the Henry County BOC and its Cities. We will be at City Hall joining virtually at 6:00 PM on Thursday, April 15, 2021. Mr. Young said he met with Cheri [Matthews] today and discussed the division of funds and how we are proposing to divide. We are working on retreat dates and should be getting information soon on the GMA conference that will be held in August in Savannah. Nothing further.

**MAYOR’S COMMENTS – NONE**

**EXECUTIVE SESSION – NONE**

**ADJOURNMENT –**

Mayor Price asked for a motion to adjourn. Councilman Boone made the motion to adjourn.

RESULT	APPROVED – ADJOURN MEETING
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN GREER
FAVOR	MOTION CARRIED MEETING ADJOURNED @ 6:32 PM.

Notes taken by:

\_\_\_\_\_  
Misty Spurling, City Clerk

**City of Locust Grove**  
**Special Called Meeting Minutes**  
**Joint T-SPLOST Meeting**  
**Henry County BOC and its Cities**  
**3640 Highway 42 – Public Safety Building**  
**Virtual Event – WebEx – Henry County Government Page**  
**Thursday, April 15, 2021 - 6:00 PM**  
[www.co.henry.ga.us](http://www.co.henry.ga.us)  
**or on Facebook**  
[www.facebook.com/HenryCountyBOC/](https://www.facebook.com/HenryCountyBOC/)  
**Locust Grove, GA 30248**

DRAFT

<b>Members Present:</b>	<b>Staff Present:</b>
Robert Price - Mayor	Tim Young – City Manager
Willie Taylor – Councilman	Bert Foster – Assistant City Manager
Rod Shearouse – Councilman	
Vincent Williams – Councilman	
Rudy Breedlove – Councilman	
Keith Boone – Councilman	
<b>Members not Present/Joined via Teleconference</b>	
Carlos Greer–Councilman/Mayor Pro Tem	

Mayor Price called the meeting to order at 6:00 PM


Meeting is video recorded on the BOC social media: <https://www.youtube.com/watch?v=NR6-pDMCC5Y>

**ADJOURNMENT** –

Mayor Price asked for a motion to adjourn. Councilman Breedlove made the motion to adjourn.

RESULT	APPROVED – ADJOURN MEETING
MADE MOTION	COUNCILMAN BREEDLOVE
2 <sup>ND</sup> MOTION	COUNCILMAN BOONE
FAVOR	MOTION CARRIED MEETING ADJOURNED @ 7:21 PM.

Notes taken by:

  
 \_\_\_\_\_  
 City Manager, Tim Young

**City of Locust Grove  
 Council Workshop Meeting Minutes  
 Public Safety Building – 3640 Highway 42 S.  
 Locust Grove, GA 30248  
 Monday, April 19, 2021  
 6:00 PM**

DRAFT

<b>Members Present:</b>	<b>Staff Present:</b>
Robert Price – Mayor	Tim Young – City Manager
Carlos Greer – Councilman	Bert Foster – Assistant City Manager
Willie Taylor – Councilman	Misty Spurling – City Clerk
Keith Boone – Councilman	Jennifer Adkins – Assistant City Clerk
Rod Shearouse – Councilman	Daunté Gibbs – Community Development Director
Rudy Breedlove - Councilman	Derrick Austin – Police Chief
	Anna W. Ogg – Main Street Manager
	Warren Tillery – SWWW
	<b>Staff not Present:</b>
	Jack Rose – Public Works Director

Mayor Price called the meeting to order at 6:00 PM.

Invocation given Assistant City Manager Bert Foster.

Councilman Taylor led the Pledge of Allegiance.

**APPROVAL OF AGENDA** –

Mayor Price asked for a motion. Councilman Boone made the motion to approve the April 19, 2021 meeting agenda

RESULT	APPROVED
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN SHEAROUSE
VOTE	MOTION CARRIED - ALL IN FAVOR

**PUBLIC COMMENTS** –

**Introduction of new Police Chief – Chief Derrick Austin**

Attorney Warren Tillery stepped forward for Administering of Oath to Chief Austin. Chief Austin took said oath, and then he thanked Mayor and Council for the opportunity. Nothing further.

**PUBLIC HEARING ITEMS** –

1. Amendment to the Cities’ Future Land Use Map designations from medium-density residential to industrial for multiple tracts.

Community Development Director Daunte' Gibbs stepped forward and led discussion this is a request from Scannell Properties for an amendment to the Future Land Use Map (FLUM) designation from medium density to industrial for multiple tracts. Mr. Gibbs said an application was submitted to Henry County in 2018 for annexation as M-1; however, M-1 was in conflict with Henry County's FLUM, and Henry County objected to the annexation unless consistent with the plan. Discussion took place. Mr. Gibbs said the request aligns with the intent of the comprehensive plan.

Councilman Greer asked if this was a previous request and Mr. Gibbs replied yes in 2018. Mr. Foster said this was a request for annexation in 2018 and Council approved. Councilman Greer asked, "Have there been any requests that staff does not recommend approval"? Mr. Gibbs replied all recommendations are based on the FLUM and comprehensive plan adopted by Mayor and Council and trends, patterns, development, and nearby abutting properties are taken into consideration. Mr. Foster said there are requests that are submitted to our office that once reviewed do not make it before Council because the applicant will retract the request to avoid denial based on information submitted.

Councilman Greer said there are several documents not dated by the applicant and one did not specify if contributions were made to the County; however, the document is notarized. Attorney Warren Tillery stepped forward to comment. Attorney Warren Tillery said it could be a technical error but often it is very common the notary will date when the document is notarized and does not have a second signature. Attorney Warren Tillery said for the purpose of this concern, the campaign disclosure would need to be filed at or before the decision. Mr. Gibbs asked what disclosure is in question and Councilman Greer referenced the form for Shirley Vasser. Thomas Bryant with (Lee and Associates) said Ms. Vasser is not capable to sign; therefore, her designee did so. Discussion took place and Attorney Warren Tillery agreed this must be corrected before the decision.

Councilman Williams asked is their other property viable in that area and Mr. Gibbs replied there is no interest in developing the other property that is available as a subdivision.

Councilman Breedlove referenced the letter of intent from Scannell Properties and asked what is the defined impact of acreage not yet determined? Discussion took place and Councilman Breedlove asked if the tax record for [Mr. Jones] should be included in this development because the drawing does not reflect that parcel and form not attached. Mr. Gibbs said the parcel is included in the staff report; however, Mr. Gibbs said the applicant would need to answer that question. Discussion took place about water and sewer services and Mr. Young confirmed that in this case the County provides water with sewer provided by the City.

Councilman Boone asked how many homes this could consist of [as currently zoned] and discussion took place. Mr. Gibbs said there could be roughly 250 (12,000 sq. ft.) lots.

Councilman Greer asked what has come of our traffic implications and Mr. Gibbs said this would impact the traffic in the area and discussion took place. Mr. Gibbs said the average is ten trips per household at 2,500 trips per day. Mr. Young said the Institute of Transportation Engineers bases trips on study of developments on an average. Nothing further.

Mayor Price said this is a public hearing and opened for public comments for anyone not opposed and no comments were made.

Mayor Price asked for comments from anyone opposed.



Mr. Jacob Callahan: resident at 135 Colvin Drive [part of the property proposed for change in land use], stepped forward to comment. Mr. Callahan said he has lived at this residence for only six months; however, he is concerned with the growth (warehouses and tractor trailer trucks) in the area. Mr. Callahan said the proposed warehouse is exceedingly large and he does not agree and is asking Council to reconsider before approving. Nothing further.

Mayor Price closed the public hearing.

**2. Rezoning of 95.48 +/- acres of multiple tracts (Parcel IDs: 127-02017000, 127-02021001, 127-218001, 127-0202000, 127-02019003, 127-02019004 & 127-02018002) in Land Lots 232 and 233 of the 2<sup>nd</sup> districts –**

Community Development Director Daunte’ Gibbs said this is a request for rezoning from R-3 to M-1 and if the FLUM amendment discussed previously is approved; the rezoning is recommended for approval with conditions. Mr. Gibbs read aloud conditions one through seven. Nothing further.

Mayor Price said this is a public hearing and opened for public comments for anyone not opposed and no comments.

Mayor Price asked for public comments for anyone opposed and no comments.

Mayor Price asked for comments from Council.

Councilman Breedlove asked the applicant why the parcel [170 Pine Grove] is not included in this request? Mr. Daniel Madrigal with Scannell Properties stepped forward. Mr. Madrigal said this parcel was intentionally excluded because several attempts were made to reach out to the owner of the property; however, a response has not been received to date. Discussion took place.

Mr. Jin Seo of Scannell Properties stepped forward. Mr. Seo reviewed a large, scaled drawing of the proposed plan and said this was reviewed to address traffic concerns by GRTA and ARC. The previous plan showed driveways on Pine Grove; however, revisions were made to only have access from Colvin Drive. The revised study was completed in April and discussion took place.

Councilman Williams asked if Colvin Drive will be the primary access to the property and Mr. Seo replied yes. Standard vehicles could access from Davis Lake Road, but tractor trailer trucks would be directed to Colvin Drive. Nothing further.

Mayor Price closed the public hearing.

**NEW BUSINESS/ACTION ITEMS – NONE**

**CITY OPERATION REPORTS / WORKSHOP DISCUSSION ITEMS**

**MAIN STREET OPERATIONS – ANNA W. OGG**

- **Billboard contracts – Summer Billboard campaign**

Mrs. Ogg stepped forward and led discussion this is for outdoor advertising locations during June/July 2021. Mrs. Ogg said the digital billboards are very easy to change the artwork and visible from I-75 Northbound and Southbound traffic.

Mrs. Ogg continued with an update Main Street, Inc. met in person and we are planning Christmas events this year. Yoga in the Park will begin soon at no charge. We issued a COA to Déjà Vu for additional signage and Planter's Walk Antiques is now open. We are finalizing the playground and dog park equipment at Chase Maddox Park and nothing further.

#### **PUBLIC SAFETY OPERATIONS – CHIEF DERRICK AUSTIN**

Chief Derrick Austin reviewed the monthly report and total collections for March 2021 are \$62,468.00. The Chief noted his first day has been very busy and productive. Chief Austin said he has been meeting with the officers individually and have received good feedback. Nothing further.

#### **PUBLIC WORKS – JACK ROSE (MEDICAL LEAVE)**

#### **ADMINISTRATION – BERT FOSTER**

Mr. Foster gave an update we are working on questions so we can collect the last construction easement for the Peeksville Road Extension. Chase Maddox Park playground equipment is expected to arrive in June. The State issued a virtual tool kit on the MMIP commercial lane project from I-475 to Highway 155 which would give more in-depth information. Mr. Foster said he will forward the information to Council. Construction is expected to begin in April 2022 for the extra lane from Bill Gardner Parkway to Peeksville Road. Further, Mr. Foster said the Scatter Garden should be ready for Council review at the May workshop meeting. Nothing further.

- **Resolution to create a streetlight district in Elmstone Commons at Locust Grove Station, Phase 2**

Mr. Foster said this is a request to create a streetlight district in Elmstone Commons. The City will pay the electricity usage fees each month and be reimbursed annually for the fees. There are 55 lots and will include ten streetlights. We will bring back next month for consideration. Nothing further.

Councilman Greer asked how well the collections are in the subdivisions that currently have a streetlight district. Mr. Young replied usually the collection is over 96 percent, but we should know more later in the year because we sent out [initial] assessments on the tax bills this past year.

#### **COMMUNITY DEVELOPMENT OPERATIONS – DAUNTÉ GIBBS**

Community Development Director Daunté Gibbs gave an update his department has issued a total 681 permits including 116 new house permits for 2021. We have issued 106 COs [64 residential and 42 commercial permits] with 168 business licenses issued for 2021. Further, Mr. Gibbs said he received the construction plans from Chick-Fil-A this morning. Nothing further.

- **Request for a special event permit for the Haven House 5K Road Race on September 25, 2021**

Mr. Gibbs led discussion this is an annual event and has been coordinated with the City of Locust Grove Police Department and Henry County Parks and Recreation. We will bring back at the regular meeting in May for approval.

#### **ARCHITECTURAL REVIEW BOARD (ARB) –**

- **Architectural plans submitted for Life Built Homes, located at 3390 Highway 42 South**

Mr. Gibbs led discussion Life Built Homes submitted plans for a proposed addition to their existing office located at 3390 Highway 42 South. The plan is to add space to the rear of the building and update the full exterior which will increase the square footage to 2,307 sq. ft. Nothing further.

### **CITY MANAGER'S COMMENTS –**

- **FY 2021 – 1<sup>st</sup> Quarter Budget Update –**

City Manager Tim Young stepped forward and led discussion the initial first quarter has been relatively stable in terms of expenditures and revenue. Discussion took place. We are looking into doing an update to transition to automatic meter readings and may have to do some adjustments for requests from Chief Austin but nothing drastic at this time.

- **Henry County CTP Participation – 2020 Census population percentage contribution –**

Mr. Young said the City received a letter (Exhibit #1) early in the year regarding the update to the Joint City/County Comprehensive Transportation Plan (CTP). Discussion took place. The 2010 Census population was used for division of the “local match”; however, Mr. Young said he is proposing we contribute by either a released 2020 Census figure of population or by the most recent estimate. The overall impact would be a little more than \$1,000 and solidifies our position on these types of activities.

- **Henry County/Cities T-SPLOST project considerations –**

Mr. Young said the City met with Henry County and the cities of Hampton, McDonough, and Stockbridge regarding a possible Transportation SPLOST vote in November. Part of this process is to develop a project list and the division of funding in whole or in part between unincorporated Henry County and each city. We have some time between now and June to formulate a new project list, but the primary project will be Bill Gardner Parkway.

Mr. Young continued with an update we are looking at dates in May for the retreat. We will need to know what dates would conflict. Also, the American Rescue Act will come in two periods and we will learn about that more in the coming month. We would have until 2024 to utilize the money. We are encouraging employees to get vaccinated, and Mr. Young asked for prayers for his brother and those surrounding who are sick. Nothing further.

Councilman Greer made a comment about T-SPLOST and said he is skeptical with any decisions from Henry County. Councilman Greer said it seems they are not cooperating, and he does not support Locust Grove entering this agreement with them. Nothing further.

Councilman Boone said he does not agree with some of the projects Henry County has proposed and discussion took place. Mr. Young said we will present all options including those the city does not agree with.

Councilman Williams asked if Locust Grove has considered a mega vaccine site for the citizens. Mr. Young said the Atlanta Motor Speedway and Mt. Carmel Park were set up as locations and other locations were at the Locust Grove Senior Center and Heritage Park. We are looking into transporting options for those residents who have no transportation and increasing social media. There is also the likelihood of more targeted areas such as Skyland if facilities and dates can be worked out.

**MAYOR’S COMMENTS –**

Mayor Price made a comment the City participates with the Health Department in providing drinks and snacks to those employees assisting. Mr. Young said we also do not have a designated person over our health district at this time. We are all trying to work together to help where needed.

**EXECUTIVE SESSION – NONE**

**ADJOURNMENT-**

Mayor Price asked for a motion to adjourn. Councilman Greer made the motion to adjourn.

RESULT	ADOPTED
MADE MOTION	COUNCILMAN GREER
2 <sup>ND</sup> MOTION	COUNCILMAN BOONE
VOTE	MOTION CARRIED - ALL IN-FAVOR MEETING ADJOURNED @ 7:19 PM.

Notes taken by:

\_\_\_\_\_  
Misty Spurling, City Clerk



## Community Development Department

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

### Item Coversheet

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**Item:** An ordinance to amend the City's Future Land Use Map designations from medium-density residential to industrial for multiple tracts.

**Action Item:**  Yes  No  
**Public Hearing Item:**  Yes  No  
**Executive Session Item:**  Yes  No

**Advertised Date:** March 31, 2021 – sign placed on properties  
March 31, 2021 – ad in newspaper

**Budget Item:** No

**Date Received:** March 1, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

### Discussion:

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Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for multiple properties (Parcels: 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, and 127-02018002) in Land Lot 232 and 233 of the 2<sup>nd</sup> District. The property consists of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density to Industrial.

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**Recommendation:**

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**Staff recommends approval of the applicants request to amend the future land use map from medium density residential to industrial. The request aligns with the intent of the Comprehensive Plan, however, there should be specific attempts as the property is rezoned in this expansion to minimize any possible negative effects on the remaining Residential, Mixed-Historic, and TCU (Transportation, Communications, Utilities) properties.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP TO CHANGE THE LAND USE DESIGNATIONS FROM MEDIUM-DENSITY RESIDENTIAL TO INDUSTRIAL FOR PROPERTIES LOCATED ON MULTIPLE TRACTS 95.48 +/- ACRES IN LAND LOT 232 and 233 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA**

**WHEREAS**, David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, Indiana, (hereinafter referred to as “Applicant”) requests an amendment to the Future Land Use Map for properties located on multiple tracts (Parcels: 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02018002) in Land Lot 232 and 233 of the 2<sup>nd</sup> District, totaling 95.48 +/- acres within the City limits, which shall be hereinafter referred to as the “Properties” and are described in **Exhibit A** attached hereto and incorporated herein by reference; and,

**WHEREAS**, the Applicant filed a request to amend the future land use designations on the Properties on March 1, 2021; and,

**WHEREAS**, the aforementioned request to amend the future land use designations on the Properties is included in the Future Land Use Amendment Evaluation Report (hereinafter referred to as “Report”) attached hereto and incorporated herein by reference as **Exhibit B**; and,

**WHEREAS**, the application requests that the Council amend the future land use designations on the Properties from medium-density residential to industrial for the purpose of developing a distribution facility; and,

**WHEREAS**, said request has been reviewed by the Mayor and City Council at a Public Hearing held on April 19, 2021 as well as by the City Community Development Director; 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; and,

**WHEREAS**, the Mayor and City Council have considered the Applicant's request in light of those elements and goals found in the *Imagine Henry 2040 – Henry County/Cities Joint Comprehensive Plan 2040 Update*; and,

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

1.

- That the Applicant's request to amend the future land use designations on the Properties from low-density residential to industrial is **APPROVED**;
- That the Applicant's request in said application is hereby **DENIED**.

2.

That, if the request is granted, the official future land use map for the City is hereby amended to reflect such land-use designations for the Properties.

4.

That, if the request is granted, said amendment to the future land use map for the City shall become effective immediately.



**SO ORDAINED by the Council of this City this 3<sup>rd</sup> day of May 2021.**

**ROBERT S. PRICE, Mayor**

**ATTEST:**

**MISTY SPURLING, City Clerk**

**(Seal)**

**APPROVED AS TO FORM:**

**City Attorney**

**EXHIBIT A**  
**DESCRIPTION OF SUBJECT PROPERTIES**

## Request for Zoning Map Amendment

**Name of Applicant:** Scannell Properties, LLC **Phone:** 763-331-8857 **Date:** 3/3/2021  
**Address Applicant:** One American Square, Suite 2800 **Cell #** \_\_\_\_\_  
**City:** Indianapolis **State:** IN **Zip:** 46262 **E-mail:** \_\_\_\_\_  
**Name of Agent:** Daniel Madrigal **Phone:** 763-331-8858 **Date:** \_\_\_\_\_  
**Address Agent:** 294 Grove Lane, Suite 140 **Cell #** 612-759-3800  
**City:** Weyzata **State:** MN **Zip:** 55391 **E-mail:** danielm@scannellproperties.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review  Conditional Use  Conditional Exception  Modifications to Zoning Conditions

Variance  Rezoning  DRI Review/Concurrent  Amendment to the Future Land Use Plan

Request from Residential (R-3) (Current Zoning) to Light Industrial (M-1) (Requested Zoning)

Request from Residential (R-3) (Current Land Use Designation) to Light Industrial (M-1) (Requested Land Use Designation)

For the Purpose of developing the site with a 1.3 million SF warehouse with accompanied car parking and truck courts (Type of Development)


**Address of Property:** 135 Colvin Drive


**Nearest intersection to the property:** Colvin Drive & Lake Davis Road

**Size of Tract:** 95.48 acre(s), **Land Lot Number(s):** 232, 233 **District(s):** 1 2nd

**Gross Density:** 12,584 SF/AC units per acre **Net Density:** \_\_\_\_\_ units per acre

**Property Tax Parcel Number:** \_\_\_\_\_

  
Witness Signature  
Leo Leighton  
Printed Name of Witness

  
Signature of Owner(s)  
Daniel Madrigal  
Printed Name of Owner(s)

  
(For Office Use Only)

Signature of Agent

**Total Amount Paid \$** \_\_\_\_\_ **Cash** \_\_\_\_\_ **Check #** \_\_\_\_\_ **Received by:** \_\_\_\_\_ (FEES ARE NON-REFUNDABLE)

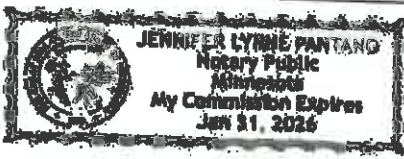
**Application checked by:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Map Number(s):** \_\_\_\_\_

**Pre-application meeting:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Public Hearing Date:** \_\_\_\_\_

**Council Decision:** \_\_\_\_\_ **Ordinance:** \_\_\_\_\_

**Date Mapped in GIS:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 23 day of April, 2021

Shirley Vasser  
 Applicant's Name - Printed

Shirley Vasser  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 23 day of April, 2021



[Signature]  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 20<sup>th</sup> day of APR, 2021.

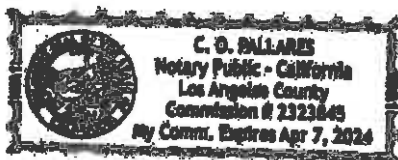
ROBERT F. GARDNER  
 Applicant's Name - Printed

x [Signature]  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20<sup>th</sup> day of APRIL, 2021!



[Signature]  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?

Yes \_\_\_\_\_ No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February, 2021.

Randall L Crumbley  
Applicant's Name - Printed

Randall L Crumbley  
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2021.



Brittany Hodge  
Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

# Applicant Campaign Disclosure Form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes  No

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25 day of February 2012

*Samuel C. Boudreau*  
 Applicant's Name - Printed

*[Signature]*  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me



day of *February* 2012  
*[Signature]*  
 Notary Public

1 Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant made, within the (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 1st day of March, 2021.

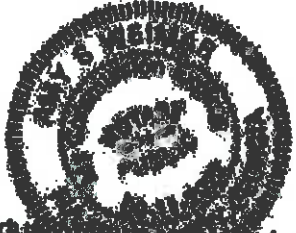
Darin S. Harris  
Mary K. Harris  
 Applicant's Name - Printed

[Signature]  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1 day of March, 2021



[Signature]  
 Public

1 Applicant means any individual, partnership, corporation, partnership, limited partnership, firm, enterprise, franchise, association, or organization for rezoning or other action.



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 22 day of April, 2021.


JOHN R. GARDNER  
 Applicant's Name - Printed

John R. Gardner  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 22<sup>nd</sup> day of April, 2021



CONSTANCE A. FRY  
 NOTARY PUBLIC  
 ELLEN COUNTY, GEORGIA  
 My Commission Expires 02/05/22

Constance A. Fry  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February, 2021.

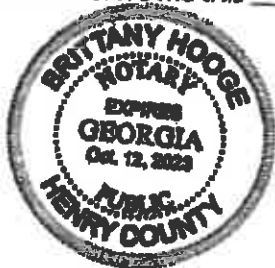
Pamela C Pair  
 Applicant's Name - Printed

Pamela C Pair  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2021.



Brittany Hodge  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 21 day of April, 2021

Neil A. Gardner  
 Applicant's Name - Printed


Neil A. Gardner  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 21<sup>st</sup> day of April, 2021.

[Signature]  
 Notary Public



<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.







Offices  
Indianapolis  
Washington DC  
San Francisco  
Denver  
Minneapolis

294 Grove Lane East  
Suite 140  
Wayzata, MN 55391

March 1, 2021

### Letter of Intent

**Applicant/Developer:** Scannell Properties, LLC  
One American Square, Suite 2900  
Indianapolis, IN 46282

**Property:** 135 Colvin Drive (127-02017000), 1051 Davis Lake Road (127-02018001), 1151 Davis Lake Road (127-02018002), Colvin Drive (127-02021000), Colvin Drive (127-02021001), 140 Pine Grove Drive (127-02020000), 160 Pine Grove Drive (127-02019003)

**Proposed Use:**

Scannell Properties, LLC has agreed to acquire approximately 95.48 acres along the west side of Davis Lake Road, east of Southern Railroad Company's existing railroad line, south of Pine Grove Road, and north of Colvin Drive, subject to zoning and variance approvals, stormwater management issues and financing. Scannell Properties plans to use the site for one industrial warehouse facility. The planned construction would consist of one building with appropriate truck docks, trailer storage, and employee parking, as well as sufficient driveway access into the site. The proposed site plan proposed a single car only driveway off Davis Lake Road and Colvin Drive, with two other access drive lanes for trucks from Colvin Drive.

**Acreage:** 95.48 Acres

**Impacted Acreage:** Not yet determined

**Existing Zoning:** Residential (R-3)

**Proposed Zoning:** Light Industrial (M-1)

**Number of Buildings Proposed:** One (1)

**Possible Building Size:** 1,201,560 SF

**Density:** 12,584 gross SF/AC

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): William Vasser Estate**

**Property Address: 140 Pine Grove Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02020000**

**By:**

*Shirley Vasser*

**Printed:**

*Shirley Vasser*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**EMA Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or continuation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2000  
Indianapolis, IN 46202

**Telephone Number:** (612) 750-3690

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Neil, Robert & Earl Gardner

**Property Address:** 135 Colvin Drive  
Locust Grove, GA 30245

**Property Tax Parcel ID:** 127-02017000

**By:**



**Printed:**

Robert F. Gardner



**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Randy Crumbley**

**Property Address: 1151 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018002**

**By:**

*Randall L. Crumbley*

**Printed:**

*Randall L. Crumbley*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership  
REA Project No.: K21-000**

I authorize the person below duly sworn before to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property:

**Name of Applicant(s):** **Samuel Properties, LLC**

**Name of Agent(s):** **Daniel Medford of  
Samuel Properties, LLC**

**Address:** **One American Square, Suite 200  
Indianapolis, IN 46202**

**Telephone Number:** **(612) 722-2600**

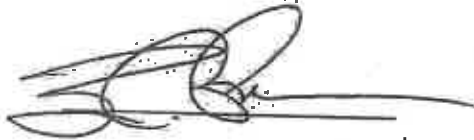
I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** **Estate of Samuel H. Gardner Jr.**

**Property Address:** **NEC Colvin Drive and railroad  
Locust Grove, GA 30248**

**Property Tax Parcel ID:** **127-02021000**

**By:**



**Printed:**

*Samuel C. Gardner  
Executor of the Estate  
of Samuel H. Gardner, Jr.*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (612) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Daria and Mary Harris

**Property Address:** 160 Pine Grove Drive  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02019003

**By:** *Daria and Mary Harris*

**Printed:** *Daria Harris Mary Harris*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Leost Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Seannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Seannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (512) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** John R & Charles W. Gardner Irrevocable  
Trust

**Property Address:** Culvin Drive in between Davis Lake Road and  
railroad  
Leost Grove, GA 30248

**Property Tax Parcel ID:** 127-02021001

**By:**

*John R. Gardner*

**Printed:**

JOHN R. GARDNER

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Pam Pair**

**Property Address: 1051 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018001**

**By:**

Pamela C Pair

**Printed:**

Pamela C Pair

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (612) 759-3400

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Neil, Robert & Earl Gardner

**Property Address:** 135 Colvin Drive  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02017000

**By:**

Neil Gardner

**Printed:**

Neil Gardner

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-026**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2908  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Neil, Robert & Earl Gardner**

**Property Address: 135 Colvin Drive  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02017000**

**By: Earl Gardner**

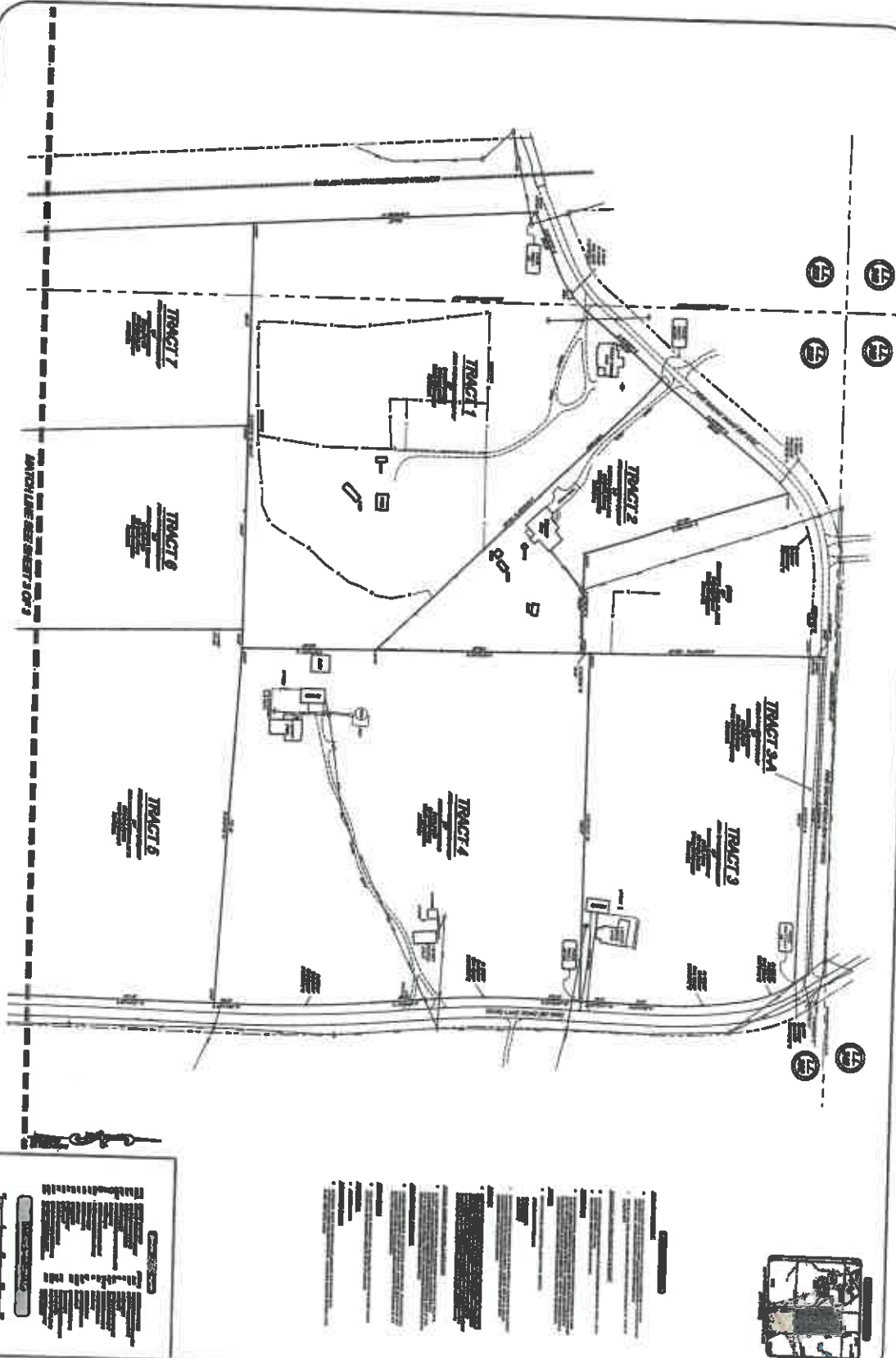
**Printed: Earl Gardner**

REQUIRED FOR  
GARDNER LOGISTICS PARK PHASE II











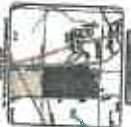






PREPARED FOR  
GARNER LOGISTICS PARK, PHASE II







**EXHIBIT B**  
**FUTURE LAND USE EVALUATION REPORT**



# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

## Property Information

Tax ID	127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02018002
Location/address/area	Land Lot 232 and 233 of the 2 <sup>nd</sup> District Multiple Tracts
Tract Size	95.48 +/- acres
Current Zoning	R-3 (Med-High Single-Family Residential)
Request	To amend the Future Land Use Map (FLUM) to change land use designation from medium-density residential to industrial
Existing Land Use	Single-family dwellings with detached accessory structures
Future Land Use	(Current) medium density residential (As Proposed for Amendment) Industrial
Recommendation	Approval

## Summary

David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, IN, (the "Applicant"), requests an amendment to the City's Future Land Use Map to change land-use designations from low-density residential to industrial on multiple properties (Parcels: 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, and 127-02018002), located at the intersections of Colvin Drive and Davis Lake Road in Land Lot 232 and 233 of the 2<sup>nd</sup> District (the "Properties"). The Properties consist of approximately 95.48 +/- acres and the request is being made in conjunction with a rezoning request for a distribution facility.

The Properties are located in an area designated by the Future Land Use Map as medium-density residential (up to 3.25 dwelling units per acre) which is a classification given to areas typically with access to public sewer, such as R-2 and R-3 and in areas lying in a watershed protection area. Properties are currently zoned R-3 (med-high single family residential)<sup>1</sup> and consists with single-family dwellings. The Applicant is seeking a concurrent rezoning of the Properties to M-1 (light manufacturing) filed concurrently with this one.

The FLUM is a component of the City's Comprehensive Plan. The City Council adopted updates to the Comprehensive Plan in accordance with rules set forth by the Georgia Department of

<sup>1</sup> Official Zoning Map, City of Locust Grove, GA. Adopted August 1, 2016.



# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

Community Affairs Minimum Planning Standards and Procedures for Local Comprehensive Planning<sup>2</sup> on October 15, 2018.

The Properties are located in the southern half of 75 South Logistics Center proposed by a previous applicant that required review by the Atlanta Regional Commission (“ARC”) and the Georgia Regional Transportation Authority (“GRTA”) as Development of Regional Impact (“DRI”) #2867.

The Comprehensive Plan serves as a guide for elected and public officials by establishing policies and priorities for evaluating development proposals especially as they pertain to land-use decisions. These land-use decisions are analyzed and based on how they relate to growth, economic development and the prioritization of capital improvements on local and regional levels.

### Requested Amendment’s relationship to Growth:

Locust Grove has contributed to this growth pattern via decisions dating back at least twenty years with the industrial node at Bethlehem Road and State Route 42. Transportation and warehousing jobs account for a large portion of the overall employment sector in Locust Grove<sup>3</sup>. In late 1999 and early 2000, there was an attempt by a developer to locate a large shopping mall along Bethlehem Road at I-75 in the NE Quadrant as well as an attempt for an interchange. The Interchange Justification Report at that time did not progress and the shopping mall project was abandoned by the developer, which, in light of current retail trends, was probably the correct decision.

Zoning trends in this corridor illustrate a growing need throughout the region for warehousing and logistics facilities. This growth, coupled with a relative decline in the need for retail establishments, has directly led to the large-scale industrial zonings that have occurred over the last few years (Clayco, Gardner 42, Home Depot, Lambert Farms, etc.). Most of the land being converted to industrial uses was previously zoned for agricultural uses.

While the Comprehensive Plan identified transportation and warehousing as a major employment sector in Locust Grove, it also indicates most of these employees live outside of the City and commute to Locust Grove for work, typically by car<sup>4</sup>. The City Council has taken steps to further diversify available housing types as prescribed in the Locust Grove Town Center Livable Cities Initiative (LCI), the establishment of the Gateway District at Bill Gardner and I-75 for potential vertical mixed-use development at high densities when feasible, as well as upgrades to the minimum requirements on single-family residential houses in the R-3 zoning district in order to provide greater choice for housing.

<sup>2</sup> See Locust Grove City Council Resolution No. 18-10-053, Adopted October 15, 2018.

<sup>3</sup> See Imagine Henry 2040 – Henry County/Cities Joint Comprehensive Plan 2040 Update, Adopted October 15, 2018.

<sup>4</sup> Ibid.



# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

It is likely the Properties will be developed as a speculative venture whereby the building and improvements are completed, but the end-user is not known. Without knowledge of the end-user, you cannot accurately determine employment figures; however, the typical employment range is between 100 to up to 1,100 employees, with a typical “safe” expectation of 175 – 200 on a single-shift operation.

Property tax revenues will increase on the Properties as well as on the properties contained in the project as a whole. As a point of reference, the 80-acre Clayco site on the western side of I-75 generates approximately \$450,000 per year in property tax against \$31,000,000 in improvements [only shell at this time with no final tenant finish in place] as opposed to approximately \$15,000 for a similarly sized tract of agricultural land. It is also reasonable to expect increases in sales tax, occupational tax and administrative fees such as permitting and inspections that are quite large during the construction stage of development.

With the expansion of the Port of Savannah and the rapid change to E-Commerce over the past few years, the need for industrial land has boomed for fulfillment centers, distribution facilities, and shipping. With completion of the work in Savannah slated for 2028, steps are already being taken to increase capacity and functionality at the port which will lead to more commerce hitting Georgia roads and interstates, evidenced by the ongoing efforts of GDOT installing Truck-Only Vehicle Lanes along I-75 between I-475 and McDonough (potential termination point at the new Bethlehem Interchange).

## Requested Amendment’s relationship to Capital Improvements:

Several capital improvements will be considered along with this request. These improvements include, but are not limited to, signaling the intersections at Pine Grove Road, widening and improvements to Colvin Drive, restriping and widening of State Route 42, installation of new public sanitary sewer to serve the Davis Lake Road area of the City as originally programmed to serve the Smead facility and contemplated in the Growth Boundary for HCWA and SDS.

These improvements will help to mitigate impacts to the local transportation network as well as eliminating situations like those found with the former Smead building where it was not a fully viable property due to the fact it was not served by sewer.

## Relationship to the surrounding areas:

Impacts to adjacent residential properties can be mitigated via buffers and restrictive lighting plans.

- North – Existing residential land
- East – Existing residential land
- South – Existing industrial land
- West – Railroad and State Route 42, existing industrial site

*Preserving the Past... ..Planning the Future*

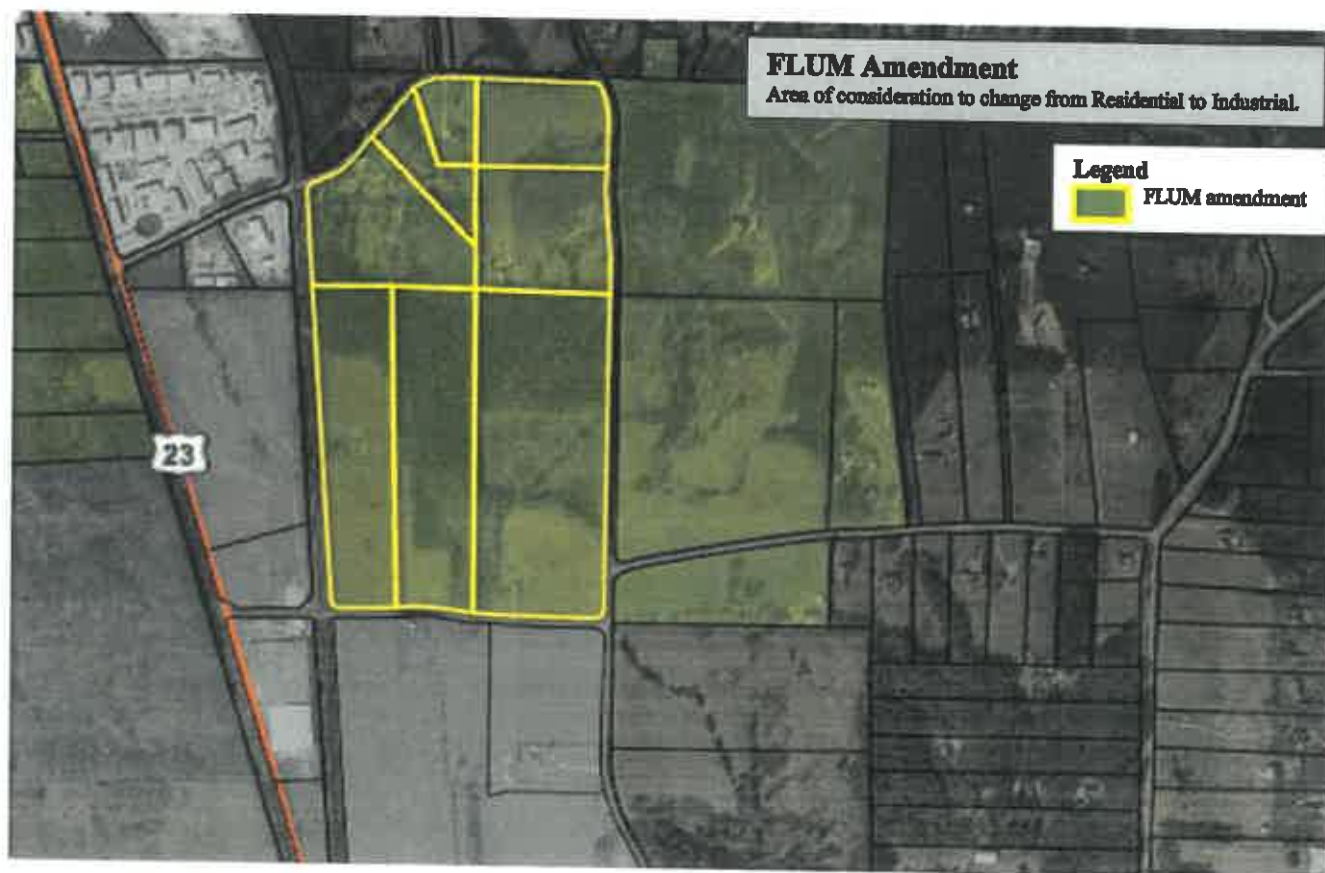


# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

Typically, this area was not contemplated for expansion due to ownership by long-term families with relatively new construction; however, the fact that they are considering relocation underlies the fact that this area likely is in transition to another type of land use. This means that single-family residential is likely not the best option, with only other options remaining of multifamily or commercial if not recommended for the extension of industrial land use. Either case is likely not as supported by a marketplace or relative location to the City's overall Land Use Concept.



Area under consideration shown above.





# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

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## Recommendations

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Staff recommends approval of the applicants request to amend the future land use map from medium density residential to industrial. The request aligns with the intent of the Comprehensive Plan, however, there should be specific attempts as the property is rezoned in this expansion to minimize any possible negative effects on the remaining Residential, Mixed-Historic, and TCU (Transportation, Communications, Utilities) properties.

# City Water and Sewer Service Capacity Form:

Please fill out the necessary items above for determination of available capacity for water and sewer service.

Applicant: Daniel Madrigal of GBL Development, LLC

Address/Location of Request: 135 Colvin Drive

Type of Project:

Commercial

Residential

Mixed Use

For residential or mixed-use residential, number of lots or units: Not applicable

For commercial, amount of square feet: 1,884,00 SF

Estimated water usage: \_\_\_\_\_ (GALLONS)

Estimated sewer usage: 17,500 GPD (GALLONS)

## STAFF ANALYSIS

Is this project within current water and sewer delivery area: \_\_\_\_\_

Does the project have access to adequate water supply: \_\_\_\_\_

Does city have adequate sewer treatment capacity for this project: \_\_\_\_\_

Are any improvements required as a result of this project: \_\_\_\_\_

If so, what types of improvements are necessary



**Henry County Water Authority  
Engineering Division**

March 24, 2021

**Re: Water Services - Availability**

**Proposed Development:**

**Property Information:**

**135 Colvin Drive**

**LLs 232, 233; District 1; 95.48 +/- acres**

**Zoning:**

**M-1 (Light Industrial)**

**Sewer Basin:**

**Wolf Creek (Locust Grove)**

**Watershed Basin:**

**Tussahaw**

**TO WHOM IT MAY CONCERN:**

You have requested that this Authority provide you with information concerning the present availability of water services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of 365 days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property described above. A fire flow test calculated in the area revealed the following data:

Static:	103	psi
Residual:	90	psi
Flow	2260	gpm
Calculated Flow @ 20 psi:	6150	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said commercial development as established by the Henry County Board of Commissioners.

The Authority provides water services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water capacity is not available, you will be notified in writing.

*Sewage treatment and sewer line capacity are presently not available to the property from HCWA. However, per the HCWA and City of Locust Grove Comprehensive Plan Agreement, the Authority has no objections to the City providing sewer service. The applicant must submit request for sewer availability to the City of Locust Grove.*

*This property is in the Tussahaw Reservoir Watershed Area and must meet the guidelines set forth by the Henry County Watershed Protection Ordinance. A copy of the Ordinance is available to you upon request.*

This letter was prepared with information submitted to HCWA on a Conceptual Plan dated 03/02/2021 prepared by Eberly & Associates.



Date:  
2021.03.24  
15:52:46 -04'00'

**Scott Sage, P. E.**  
**Engineering Division Manager**  
**Henry County Water Authority**

**EXHIBIT C**  
**NOTICE OF PUBLIC HEARING**

# 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.: 31122

Name and File No.: PUBLIC HEARING 4/19/2021  
a true copy of which is hereto attached, was published in said newspaper on the following date(s):  
03/31/2021

*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 04/01/2021



*Dawn Ward*

Notary Public

My commission expires 03/04/2022

Ad text :      **Public Hearing Notice**  
**City of Locust Grove**  
**April 19, 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, April 19, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:

**REZONING**

**RZ-21-03-01** Scannell Properties of Indianapolis, IN requests rezoning of 95.48 +/- acres located at 135 Colvin Drive from R-3 (Med-High Single Family Residential) to M-1 (Light Industrial); Parcel 127-02017000, 127-02021001, 127-02021000, 127- 02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

**FUTURE LAND USE MAP  
AMENDMENT**

**FLU-AM-21-03-01** Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for properties located at 135 Colvin Drive, Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The properties consist of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density Residential to Industrial.

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**  
**31122-3/31/2021**

**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.

Scannell Properties of Indianapolis, IN has submitted an application requesting rezoning of 95.48 +/- acres (multiple tracts) from R-3 (Med-High Single Family) to M-1 (Light Industrial); Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002; in Land Lot 217+,232,233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

3.

Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for multiple properties (Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002) in Land Lot 217+,232,233 of the 2nd District. The property consists of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density to Industrial.

4.

On the 30<sup>th</sup> day of March 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 15<sup>th</sup> day of March 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 signs posted at 9:54 AM on Colvin Drive on or near the properties near 135 Colvin Drive for multiple tracts on 3/30/2021.



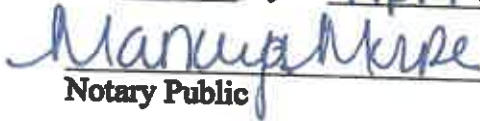
FURTHER AFFIANT SAYETH NOT.

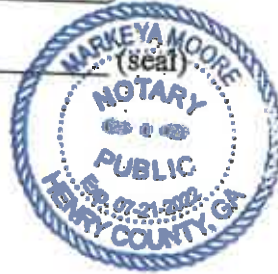
This 6<sup>th</sup> day of April 2021.

  
Affiant

Sworn and subscribed before me  
this 6<sup>th</sup> day of April

2021

  
Notary Public





**PUBLIC NOTICE**  
NOTICE  
[Illegible text]

**NO TRESPASSING**

3

3



**PUBLIC**  
**NOTICE**  
[Illegible text]

**PUBLIC**  
**NOTICE**  
[Illegible text]



## Community Development Department

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

### Item Coversheet

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**Item:** An ordinance for rezoning of 95.48 +/- acres of multiple tracts (Parcels: 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02018002) in Land Lots 232 and 233 of the 2<sup>nd</sup> District.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** March 31, 2021

**Budget Item:** No

**Date Received:** March 1, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

#### Discussion:

Scannell Properties of Indianapolis, IN is requesting a rezoning of 95.48 +/- acres (multiple tracts) from R-3 (Med-High Single Family) to M-1 (Light Industrial); Parcels: 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, and 127-02018002 in Land Lot 217+, 232, 233 of the 2<sup>nd</sup> District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

**Recommendation:****Staff recommends approval of the applicant's request with the following conditions:**

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting. It is understood that the size and scope of this project may require substantial reductions to produce a long-term sustainable plan.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. The only permitted industrial uses on the site shall be warehouse and/or distribution.
6. The Applicant is **strongly encouraged** to consider becoming member of a Community Improvement District to be formed along the I-75 Corridor between Bethlehem Road and Bill Gardner Parkway in order to provide for additional transportation and other related improvements along this corridor, including, but not limited to, the new Bethlehem Road Interchange at I-75, improvements to SR 42 as well as intersection improvements at the Bill Gardner Interchange.
7. All recommended improvements from the revised GRTA Notice of Decision applicable to these subject properties shall be the responsibility of the owner/developer.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REZONE 95.48 +/- ACRES FROM R-3 (MED-HIGH SINGLE FAMILY RESIDENTIAL) TO M-1 (LIGHT MANUFACTURING) FOR PROPERTIES LOCATED ON MULTIPLE TRACTS IN LAND LOT 232 AND 233 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA**

**WHEREAS**, David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, IN (hereinafter referred to as "Applicant"), requests rezoning for 95.48 +/- acres from R-3 (Medium-High Single Family Residential) to M-1 (Light Manufacturing) for properties on multiple tracts (Parcels: 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02018002) in Land Lot 232 and 233 of the 2<sup>nd</sup> District (hereinafter referred to as the "Property") and described in Exhibit A attached hereto and incorporated herein by reference; and,

**WHEREAS**, the Applicant has submitted an application on March 1, 2021 which is included in the Rezoning Evaluation Report (hereinafter referred to as "Report") attached hereto and incorporated herein by reference as Exhibit "B"; and,

**WHEREAS**, the Applicant requests the Mayor and City Council of the City of Locust Grove (hereinafter referred to as "City") rezone the subject property from R-3 (Medium-High Single Family Residential) to M-1 (Light Manufacturing); and,

**WHEREAS**, said request has been reviewed by the Community Development Department (hereinafter referred to as "Staff") and the City during a public hearing held on April 19, 2021; and,

**WHEREAS**, notice of this matter (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 the recommendations of the Staff as presented in the Report; and,

**WHEREAS**, the Mayor and City Council have considered the Applicant's request in light of those criteria for rezoning under *Section 17.04.315* of the *Code of the City of Locust Grove*; and,

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

1.

- That the Property is hereby rezoned from R-3 to M-1 in accordance with the Zoning Ordinance of the City
- The Applicant's request in said application is hereby **DENIED**.

2.

That the rezoning of the above-described Property is subject to:

- The conditions 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 are zoned without conditions.

3.

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

4.

That, if rezoning is granted, said rezoning of the Property shall become effective immediately.

**SO ORDAINED** by the Council of the City this 3<sup>rd</sup> day of May 2021.

\_\_\_\_\_  
**ROBERT S. PRICE, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MISTY SPURLING, City Clerk**

**(Seal)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**



**EXHIBIT "A"**

# Request for Zoning Map Amendment

Name of Applicant: Scannell Properties, LLC Phone: 763-331-8857 Date: 3/3/2021

Address Applicant: One American Square, Suite 2800 Cell # \_\_\_\_\_

City: Indianapolis State: IN Zip: 46282 E-mail: \_\_\_\_\_

Name of Agent: Daniel Madrigal Phone: 763-331-8853 Date: \_\_\_\_\_

Address Agent: 294 Grove Lane, Suite 140 Cell # 612-759-3600

City: Wayzata State: MN Zip: 55391 E-mail: denisim@scannellproperties.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review  Conditional Use  Conditional Exception  Modifications to Zoning Conditions

Variance  Rezoning  DRI Review/Concurrent  Amendment to the Future Land Use Plan

Request from Residential (R-3) to Light Industrial (M-1)  
(Current Zoning) (Requested Zoning)

Request from Residential (R-3) to Light Industrial (M-1)  
(Current Land Use Designation) (Requested Land Use Designation)

For the Purpose of developing the site with a 1.3 million SF warehouse with accompanied car parking and truck courts  
(Type of Development)

Address of Property: 125 Colvin Drive

Nearest Intersection to the property: Colvin Drive & Lake Davis Road

Size of Tract: 95.48 acre(s), Land Lot Number(s): 232, 233 District(s): 1 2nd

Gross Density: 12,584 SF/AC units per acre Net Density: \_\_\_\_\_ units per acre

Property Tax Parcel Number: \_\_\_\_\_

Witness Signature: [Signature]  
 Printed Name of Witness: Leo Leighton

Signature of Owner(s): [Signature]  
 Printed Name of Owner(s): Daniel Madrigal

Notary: Jennifer Lynn Pantano  
 (For Office Use Only)

Signature of Agent: \_\_\_\_\_

Total Amount Paid \$ \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_ (FEES ARE NON-REFUNDABLE)

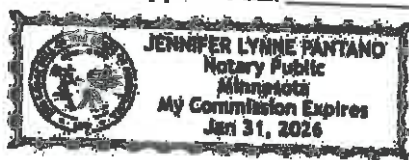
Application checked by: \_\_\_\_\_ Date: \_\_\_\_\_ Map Number(s): \_\_\_\_\_

Pre-application meeting: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_

Council Decision: \_\_\_\_\_ Ordinance: \_\_\_\_\_

Date Mapped in GIS: \_\_\_\_\_ Date: \_\_\_\_\_



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 23 day of April, 2021.

Shirley Vasser  
 Applicant's Name - Printed

Shirley Vasser  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 23 day of April, 2021



[Handwritten Signature]  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 20<sup>th</sup> day of APR, 2021.

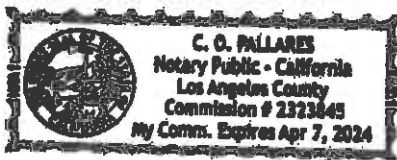
ROBERT F. GARDNER  
 Applicant's Name - Printed

X [Signature]  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20<sup>th</sup> day of APRIL, 2021



[Signature]  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?

Yes  No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February 2021.

Randall L Crumley  
Applicant's Name - Printed

Randall L Crumley  
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2021.



Brittany Hooze  
Notary Public

<sup>1</sup> Applicant means an individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25 day of February 2020

Esquire of Samuel H. Gooden, Sr.  
Samuel C. Gooden  
 Applicant's Name - Printed

[Signature]  
 Signature of Applicant Esquire

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me \_\_\_\_\_ day of February 2020



Madia A. Wray  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct. March 20 21

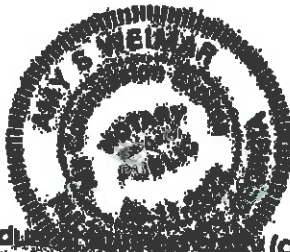
Darin S. Harris  
Mary K. Harris  
 Applicant's Name - Printed

[Signature]  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1 day of March, 2021



[Signature]  
 Notary Public

1 Applicant means any individual, partnership, corporation, partnership, limited partnership, firm, enterprise, franchise, association, or person applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 22 day of April, 2021.

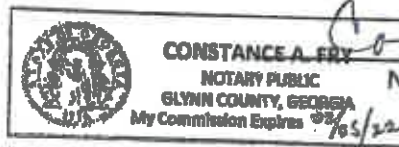
JOHN R. GARDNER  
 Applicant's Name - Printed

John R. Gardner  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 22<sup>nd</sup> day of April, 2021



Constance A. Fry  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February, 2021.

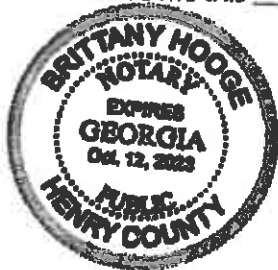
Pamela C Pair  
 Applicant's Name - Printed

Pamela C Pair  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2021



Brittany Hodge  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

# Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 21 day of April, 2021

Neil A. Gardner  
 Applicant's Name - Printed


Neil A. Gardner  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 21<sup>st</sup> day of April, 2021.

[Signature]  
 Notary Public



<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member
NA	NA	

We certify that the foregoing information is true and correct, this 26<sup>th</sup> day of Feb, 2021

Earl Gardner  
 Applicant's Name - Printed

Earl Gardner  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

*see Attached Certificate*

\_\_\_\_\_  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.





Offices  
Indianapolis  
Washington DC  
San Francisco  
Denver  
Minneapolis

294 Grove Lane East  
Suite 140  
Wayzata, MN 55391

March 1, 2021

### Letter of Intent

**Applicant/Developer:**

Scannell Properties, LLC  
One American Square, Suite 2900  
Indianapolis, IN 46282

**Property:**

135 Colvin Drive (127-02017000), 1051 Davis Lake Road (127-02018001), 1151 Davis Lake Road (127-02018002), Colvin Drive (127-02021000), Colvin Drive (127-02021001), 140 Pine Grove Drive (127-02020000), 160 Pine Grove Drive (127-02019003)

**Proposed Use:**

Scannell Properties, LLC has agreed to acquire approximately 95.48 acres along the west side of Davis Lake Road, east of Southern Railroad Company's existing railroad line, south of Pine Grove Road, and north of Colvin Drive, subject to zoning and variance approvals, stormwater management issues and financing. Scannell Properties plans to use the site for one industrial warehouse facility. The planned construction would consist of one building with appropriate truck docks, trailer storage, and employee parking, as well as sufficient driveway access into the site. The proposed site plan proposed a single car only driveway off Davis Lake Road and Colvin Drive, with two other access drive lanes for trucks from Colvin Drive.

**Acreage:**

95.48 Acres

**Impacted Acreage:**

Not yet determined

**Existing Zoning:**

Residential (R-3)

**Proposed Zoning:**

Light Industrial (M-1)

**Number of Buildings Proposed:**

One (1)

**Possible Building Size:**

1,201,560 SF

**Density:**

12,584 gross SF/AC

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

**I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.**

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

**I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.**

**Name of Owner(s): William Vasser Estate**

**Property Address: 140 Pine Grove Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02020000**

**By: Shirley Vasser**

**Printed: Shirley Vasser**

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (612) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Neil, Robert & Earl Gardner

**Property Address:** 135 Colvin Drive  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02017000

**By:**



**Printed:**

Robert F. Gardner

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Randy Crumbley**

**Property Address: 1151 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018002**

**By:**

*Randall H. Crumbley*

**Printed:**

Randall H. Crumbley



**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject:** City of Locust Grove - Zoning Application Letter of Ownership  
**ESA Project No.:** #21-020

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** **Seannell Properties, LLC**

**Name of Agent(s):** **David Medford of  
Seannell Properties, LLC**

**Address:** **One American Square, Suite 2000  
Indianapolis, IN 46202**

**Telephone Number:** **(616) 732-3600**

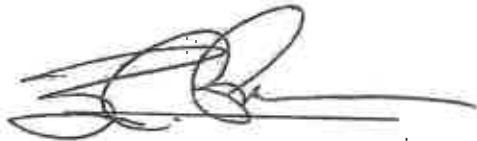
I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** **Estate of Samuel H. Gardner Jr.**

**Property Address:** **NEC Colvin Drive and railroad  
Locust Grove, GA 30248**

**Property Tax Parcel ID:** **137-02021000**

**By:**



**Printed:**

*Samuel C. Gardner  
Executor of the Estate  
of Samuel H. Gardner, Jr.*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove -- Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (612) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Darin and Mary Harris

**Property Address:** 160 Pine Grove Drive  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02019003

**By:** *Darin Harris* *Mary Harris*

**Printed:** *Darin Harris* *Mary Harris*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove -- Zoning Application Letter of Ownership  
E&A Project No.: p31-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (512) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** John R. & Charles W. Gardner Irrevocable  
Trust

**Property Address:** Culvin Drive in between Davis Lake Road and  
railroad  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02031001

**By:**

*John R. Gardner*

**Printed:**

JOHN R. GARDNER

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Pam Pair**

**Property Address: 1051 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018001**

**By: Pamela C. Pair**

**Printed: Pamela C. Pair**

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrygal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (612) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Neil, Robert & Earl Gardner

**Property Address:** 135 Colvin Drive  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02017000

**By:** Neil Gardner

**Printed:** Neil Gardner

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Neil, Robert & Earl Gardner**

**Property Address: 135 Colvin Drive  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02017000**

**By:**

Earl Gardner

**Printed:**

Earl Gardner



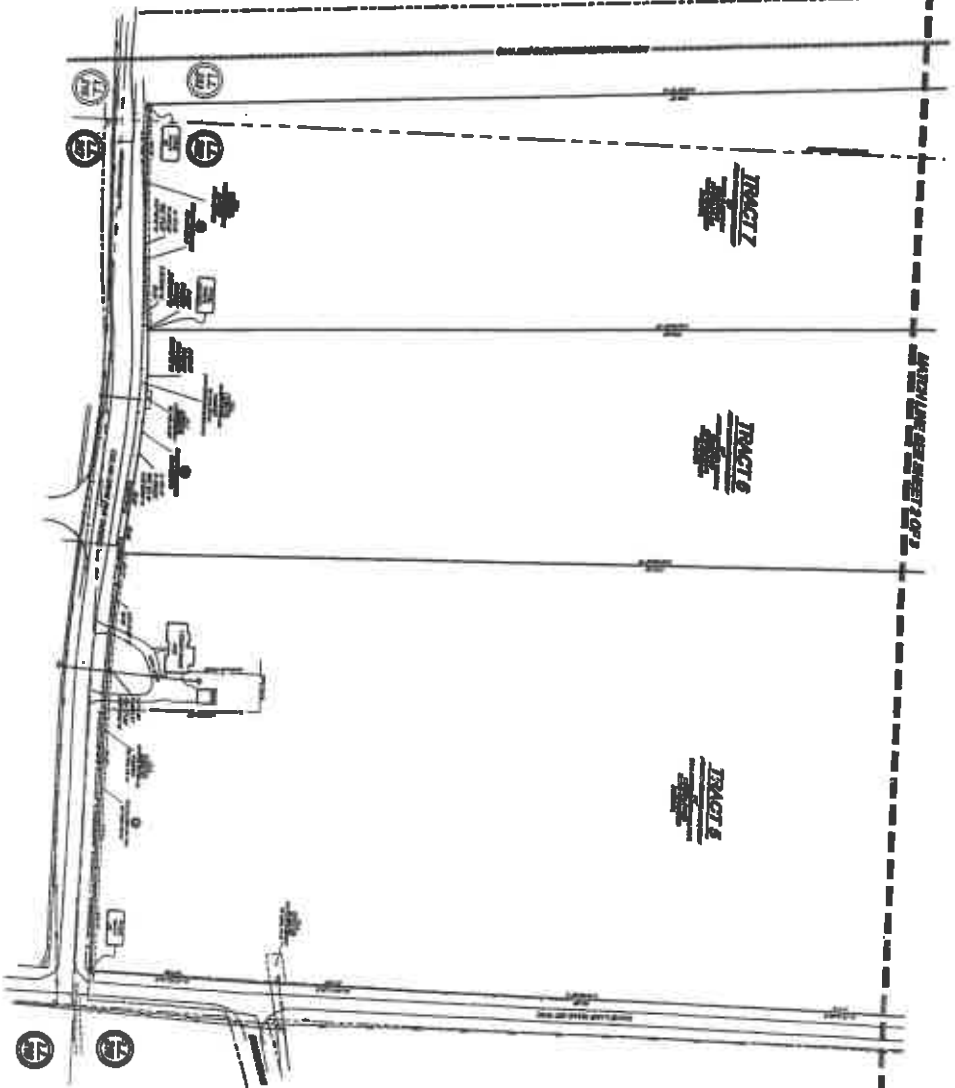
PROPOSED FOR  
QUINCY LOGISTICS PARK PHASE II

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE: 10/15/2013  
BY: [Signature]  
PROJECT: QUINCY LOGISTICS PARK PHASE II

SCALE: 1" = 100'  
DATE: 10/15/2013  
BY: [Signature]



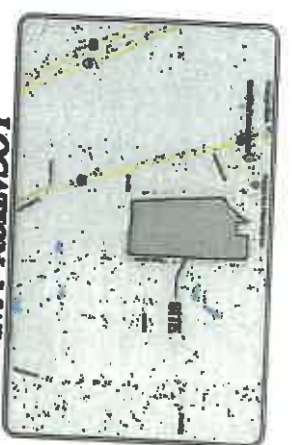
TRACT 1  
TRACT 2  
TRACT 3

TRACT 1  
TRACT 2  
TRACT 3









**LOCATION MAP**

**SIDE DATA**

**Total Acreage:** 95.48 AC  
**Parcels:**  
 127-02017000, 127-02021001,  
 127-02021000, 127-02018001,  
 127-02020000, 127-02019003,  
 127-02018002

**Current Zoning:** Residential (R3)  
**Proposed Zoning:** Light Industrial (M1)

**Current FLUM Designation:** Mxd Residential  
**Proposed FLUM Designation:** Light Industrial

**Building Area:** 1,201,560 SF  
**Employee Parking:** 466 Spaces  
 Includes ADA Handicap Spaces  
**Future Employee Parking:** 240 Spaces  
**Trailer Parking:** 444 Spaces  
 Includes 148 Stacked Spaces

**USAGE DATA**

**Building Coverage:** 28.1%  
**Water Demand:** 17,650 GPD  
**Impervious Estimates:** 62.0%  
**Sewer Demand:** 17,650 GPD  
**Density:** 12,584 SF/AC



**GARDNER LOGISTICS PARK - PHASE III**  
 CITY OF LOCUST GROVE  
 HENRY COUNTY, GA  
 3/1/21



**TERMINALS:**  
 2801 RIVERSIDE COURT, SUITE 110  
 ATLANTA, GEORGIA 30328  
 WWW.SCANVELL.COM

**LABOR/TRAINEE:**  
 CTR. ADDRESS:  
 LABOR/TRAINEE



**EXHIBIT "B"**



**REZONING  
EVALUATION REPORT**  
FILE: RZ-21-03-01

**APRIL 19, 2021**

**REZONING R-3 TO M-1**

**Property Information**

<b>Tax ID</b>	127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02018002
<b>Location/address</b>	Land Lot 232 and 233 of the 2 <sup>nd</sup> District Multiple Tracts
<b>Parcel Size</b>	95.48 +/- acres
<b>Current Zoning</b>	R-3 (Med-High Single-Family Residential)
<b>Request</b>	Rezoning to M-1 (light manufacturing)
<b>Proposed Use</b>	Warehouse/ distribution facilities
<b>Existing Land Use</b>	Single-family dwellings with detached accessory structures
<b>Future Land Use</b>	(Current) Medium density residential (As Proposed for Amendment) Industrial
<b>Recommendation</b>	Approval with Conditions

**Summary**

David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, IN (the "Applicant"), requests rezoning from R-3 (med-high single-family residential) to M-1 (light manufacturing) for multiple properties (Parcels: 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, and 127-02018002), located at the intersection of Colvin Drive and Davis Lake Road in Land Lot 232 and 233 of the 2<sup>nd</sup> District (the "Properties"). The Properties consist of approximately 95.48 +/- acres and the request is for combination of this property with additional tracts already zoned for an industrial/distribution facility.

The Properties are currently used for residential with a variety of accessory structures are scattered throughout. According to the Letter of Intent, the Applicant seeks to rezone the Properties to M-1 (light manufacturing) in order to develop an industrial warehouse facility. This development would consist of one (1) building with appropriate truck docks, trailer storage, and employee parking as well as a sufficient driveway access into the site a square footage of approximately 1,201,560 sf.



# REZONING EVALUATION REPORT

FILE: RZ-21-03-01

APRIL 19, 2021  
REZONING R-3 TO M-1

The Applicant has filed a companion request to amend the Future Land Use Map to reflect industrial uses for these tracts to remain consistent.

## Service Delivery / Infrastructure

**Water and Sewer:** Water and sewer service is available via existing water lines and a proposed sewer line extension in this area.

*Water service* – Final determination of the water provider will be made by location and agreement from 2014 although typically the sewer provider determines the ultimate water billing agent. There is interconnection between HCWA and the City located along Davis Lake Road. Any upgrades to the service lines to serve the development shall be the responsibility of the developer.

*Sewer Service* – The City is currently designing a new Davis Lake Interceptor that will bring sanitary sewer service in the vicinity of the Properties in order to serve the former Smead property, for which there are limited users without sanitary sewer service. There will be adequate capacity to handle the proposed industrial facilities. Easements should be provided for the city in order to install sanitary sewer in addition to the connection fees as part of service.

**Land Use:** The site must be in compliance with the requirements set forth in the City's M-1 (Light Manufacturing) zoning district as well as development standards established in Title 15 of the City Code, including Watershed Protection standards, as applicable to the site.

### **Financial Impacts:**

The property tax collections are potentially significant due to the Properties' requested industrial zoning and proposed use; however, there will be variable sales tax collections due to the nature of the business conducted (warehousing and distribution). Employee figures will not be known until a tenant moves into the facility. Fees for water and sewer services, development and building inspections and reviews, occupational tax and impact fees will be collected and should be substantial (approximately \$300,000).

**Police Services:** The subject property is in the existing city limits and will remain on a regular patrol route. Future development of this area may require additional police patrol for crime prevention and traffic control.

**Fire:** Fire and emergency services will be performed by Henry County as is similar with other portions of the city as defined by the Service Delivery Strategy.



**REZONING  
EVALUATION REPORT  
FILE: RZ-21-03-01**

**APRIL 19, 2021  
REZONING R-3 TO M-1**

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## Criteria for Evaluation of Rezoning Request

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### 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. The main impact here will be transitioning an agricultural property to an industrial use. The Future Land Use Map has identified adjacent tracts to the Properties for industrial uses as well as a recent rezoning of neighboring properties from RA to M-1.**
  - (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 allow a higher, more permissive zoning use (M-1) that will be more consistent with the current zoning and land use of the surrounding properties.**
  - (3) **Consistency with the Land Use Plan. The Applicant is currently seeking an amendment to the Future Land Use Map to change the future land use designation from low-density residential to industrial (FLU-AM-21-03-01).**
  - (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems. There will be no additional impact on infrastructure in the area.**
  - (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes. Given the recent improvements and signalization at the Hwy. 42 and Colvin drive, infrastructural impact should be minimum, especially with the additional improvements anticipated with this development.**



# REZONING EVALUATION REPORT

FILE: RZ-21-03-01

APRIL 19, 2021  
REZONING R-3 TO M-1

- (6) The impact upon adjacent property owners should the request be approved. The table immediately below details the zoning, current land use and future land use of the adjacent parcels.

Direction	Zoning	Current Land Use	Future Land Use
North	RA	Single-family dwelling (Within the County)	Industrial
East	RA	Single-family dwelling/vacant tract	Low-density residential
South	M-1	Industrial Buildings	Industrial
West	M-1	Industrial Buildings	Industrial

Impacts to adjacent properties on the north and east will be minimal buffered by an earthen berm and landscaping.

- (7) The ability of the subject land to be developed as it is presently zoned. Developing the Properties as they are currently zoned does not provide the highest and best use for the land. The Properties are adjacent to land zoned for industrial use and will have access to public sewer. Pending the outcome of an amendment, the Future Land Use Map calls for the Properties to remain low-density residential; however, given the plan to bring sanitary sewer to the area, makes large lot, low-density residential developments impractical from a financial standpoint. The realities of current economic trends make large-scale horizontal commercial zoning unfavorable as retail transitions to smaller footprint and online retailing. The other option would be large-scale multifamily dwelling, but the impact on the site and the surrounding area would be far greater and is not supported by demand in the area, nor is it a stated goal of the City's comprehensive plan.
- (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 site; however, the developer will be required to protect and buffer any and all streams and other environmentally sensitive areas that may be located on the subject property in accordance with the City's Watershed Protection and Stream Buffer Ordinances.
- (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 of the request align with the Future Land Use Plan's purpose of analyzing land-use decisions based on how they relate to growth, economic development and the prioritization of capital improvements on local and regional levels. This project, as a whole, will bring employment, an expansion of the tax base and capital improvements to Locust Grove and Henry County.

*Preserving the Past... ..Planning the Future*



**REZONING  
EVALUATION REPORT  
FILE: RZ-21-03-01**

**APRIL 19, 2021  
REZONING R-3 TO M-1**

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## Recommendations

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**Staff recommends approval of the applicants rezoning request with the following conditions:**

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting. It is understood that the size and scope of this project may require substantial reductions to produce a long-term sustainable plan.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. The only permitted industrial uses on the site shall be warehouse and/or distribution.
6. The Applicant is **strongly encouraged** to consider becoming member of a Community Improvement District to be formed along the I-75 Corridor between Bethlehem Road and Bill Gardner Parkway in order to provide for additional transportation and other related improvements along this corridor, including, but not limited to, the new Bethlehem Road Interchange at I-75, improvements to SR 42 as well as intersection improvements at the Bill Gardner Interchange.
7. All recommended improvements from the revised GRTA Notice of Decision applicable to these subject properties shall be the responsibility of the owner/developer.







**Henry County Water Authority  
Engineering Division**

March 24, 2021

**Re: Water Services - Availability**

**Proposed Development:**

**Property Information:**

**135 Colvin Drive**

**LLs 232, 233; District 1; 95.48 +/- acres**

**Zoning:**

**M-1 (Light Industrial)**

**Sewer Basin:**

**Wolf Creek (Locust Grove)**

**Watershed Basin:**

**Tussahaw**

**TO WHOM IT MAY CONCERN:**

You have requested that this Authority provide you with information concerning the present availability of water services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of 365 days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property described above. A fire flow test calculated in the area revealed the following data:

Static:	103	psi
Residual:	90	psi
Flow	2260	gpm
Calculated Flow @ 20 psi:	6150	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said commercial development as established by the Henry County Board of Commissioners.

The Authority provides water services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water capacity is not available, you will be notified in writing.

*Sewage treatment and sewer line capacity are presently not available to the property from HCWA. However, per the HCWA and City of Locust Grove Comprehensive Plan Agreement, the Authority has no objections to the City providing sewer service. The applicant must submit request for sewer availability to the City of Locust Grove.*

*This property is in the Tussahaw Reservoir Watershed Area and must meet the guidelines set forth by the Henry County Watershed Protection Ordinance. A copy of the Ordinance is available to you upon request.*

This letter was prepared with information submitted to HCWA on a Conceptual Plan dated 03/02/2021 prepared by Eberly & Associates.



Date:  
2021.03.24  
15:52:46 -04'00'

**Scott Sage, P. E.**  
**Engineering Division Manager**  
**Henry County Water Authority**

# City Water and Sewer Service Capacity Form:

Please fill out the necessary items above for determination of available capacity for water and sewer service.

Applicant: Daniel Madrigal of GBLG Development, LLC

Address/Location of Request: 135 Calvin Drive

Type of Project:

**Commercial**

Residential

Mixed Use

For residential or mixed-use residential, number of lots or units: Not applicable

For commercial, amount of square feet: 1,384,00 SF

Estimated water usage: \_\_\_\_\_ (GALLONS)

Estimated sewer usage: 17,500 GPD (GALLONS)

## STAFF ANALYSIS

Is this project within current water and sewer delivery area: \_\_\_\_\_

Does the project have access to adequate water supply: \_\_\_\_\_

Does city have adequate sewer treatment capacity for this project: \_\_\_\_\_

Are any improvements required as a result of this project: \_\_\_\_\_

If so, what types of improvements are necessary

**EXHIBIT "C"**

# Henry Herald

38 Sloan Street  
McDonough, Georgia 30253

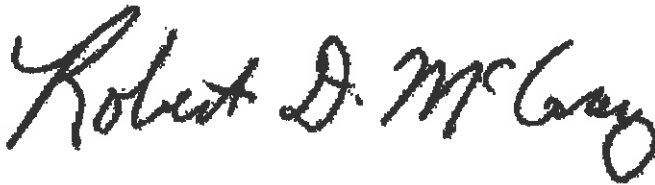
## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF HENRY

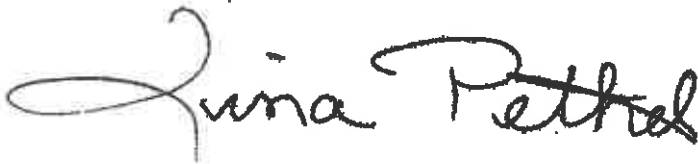
Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which published the Henry Herald, Published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements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

Ad No.: 31122

Name and File No.: PUBLIC HEARING 4/19/2021  
a true copy of which is hereto attached, was published in said newspaper on the following date(s):  
03/31/2021

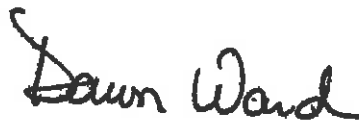


Robert D. McCray, SCNI Vice President of Sales and Marketing



By Tina Pethel  
SCNI Controller

Sworn and subscribed to me 04/01/2021



Notary Public

My commission expires 03/04/2022

Ad text : **Public Hearing Notice**  
**City of Locust Grove**  
**April 19, 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, April 19, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:

**REZONING**

**RZ-21-03-01** Scannell Properties of Indianapolis, IN requests rezoning of 95.48 +/- acres located at 135 Colvin Drive from R-3 (Med-High Single Family Residential) to M-1 (Light Industrial); Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

**FUTURE LAND USE MAP  
AMENDMENT**

**FLU-AM-21-03-01** Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for properties located at 135 Colvin Drive, Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The properties consist of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density Residential to Industrial.

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**  
**31122-3/31/2021**

**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.

Scannell Properties of Indianapolis, IN has submitted an application requesting rezoning of 95.48 +/- acres (multiple tracts) from R-3 (Med-High Single Family) to M-1 (Light Industrial); Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002; in Land Lot 217+,232,233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

3.

Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for multiple properties (Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002) in Land Lot 217+,232,233 of the 2nd District. The property consists of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density to Industrial.

4.

On the 30<sup>th</sup> day of March 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 15<sup>th</sup> day of March 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 signs posted at 9:54 AM on Colvin Drive on or near the properties near 135 Colvin Drive for multiple tracts on 3/30/2021.



FURTHER AFFIANT SAYETH NOT.

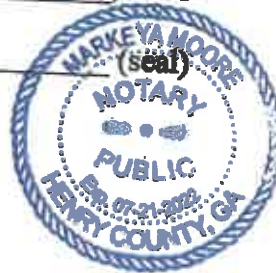
This 6<sup>th</sup> day of April 2021.

  
Affiant

Sworn and subscribed before me  
this 6<sup>th</sup> day of April

2021

Manya Kise  
Notary Public





C C

C C



## EXHIBIT "D"

### CONDITIONS

#### Conditions for consideration

Staff recommends approval of the applicants rezoning request with the following conditions:

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting. It is understood that the size and scope of this project may require substantial reductions to produce a long-term sustainable plan.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. The only permitted industrial uses on the site shall be warehouse and/or distribution.
6. The Applicant is strongly encouraged to consider becoming member of a Community Improvement District to be formed along the I-75 Corridor between Bethlehem Road and Bill Gardner Parkway in order to provide for additional transportation and other related improvements along this corridor, including, but not limited to, the new Bethlehem Road Interchange at I-75, improvements to SR 42 as well as intersection improvements at the Bill Gardner Interchange.
7. All recommended improvements from the revised GRTA Notice of Decision applicable to these subject properties shall be the responsibility of the owner/developer.



## Main Street Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

**Item:** Resolution to accept contracts with Clear Channel, Whiteway and Lamar Outdoor for tourism advertising during summer 2021.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Fund 275 (Hotel/Motel – CVB portion \$9663.00 and \$1162.00 local).

**Date Received:** April 14, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

#### Discussion:

Attached are contracts that are needed to be signed by the City of Locust Grove for outdoor advertising locations during June/July 2021. We typically have three (3) locations visible to southbound traffic along I-75 at Flippen/Hudson Bridge Road, Jodeco Road, Exit 233 (Hwy 54/Jonesboro Road), and through the Macon Metro area along I-75 and Riverside Parkway area and the I-16 stretch where Golden Isles Parkway intersect.

#### Recommendation:

Recommend approval of Resolution for acceptance of the contracts for tourism advertising with Clear Channel Outdoor, Whiteway Outdoor, and Lamar Outdoor for June/July 2021.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF LOCUST GROVE (HEREINAFTER REFERRED TO AS "CITY") TO ACCEPT THE OUTDOOR ADVERTISING CONTRACTS WITH CLEAR CHANNEL, WHITEWAY AND LAMAR FOR TOURISM PURPOSES; 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 is charged with providing public services to local residents; and

**WHEREAS**, the Locust Grove Municipal Code Sections 1.12(37) and 1.15 authorize the City to consider contracts and agreements with other governmental entities and with private persons, firms and corporations providing for services to be furnished and payments to be made thereof, as provided by ordinance of the governing authority and as provided by pertinent laws of the State of Georgia; and

**WHEREAS**, the City wishes to enter into agreements with Clear Channel Outdoor Whiteway Outdoor and Lamar Outdoor for tourism advertisement services in conjunction with the Henry County Convention and Visitors Bureau reimbursement of a minimum of \$18,000.

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Acceptance of Proposed Agreement.** The City hereby accepts the proposed agreements with Clear Channel Outdoor, Whiteway Outdoor and Lamar Outdoor for tourism advertisement purposes for June/July 2021 (attached hereto as "Exhibits A, B and C", subject to final review and approval by the City Attorney
- 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 3<sup>rd</sup> day of May, 2021.

---

ROBERT S. PRICE, MAYOR

ATTEST:

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MISTY SPURLING, CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

**EXHIBIT A**  
**CLEAR CHANNEL OUTDOOR**  
**CONTRACT FOR DIGITAL ADVERTISING**  
**I-75 HUDSON BRIDGE**  
**I-75 JODECO ROAD**



**ACCOUNT EXECUTIVE**

DREW CLEVELAND  
DREWCLEVELAND@clearchannel.com

**CLEAR CHANNEL OUTDOOR, LLC**

1785 W Oak Pkwy, Suite 700  
Marietta, GA 30062

**ORDER #1112607-ATL**

City Of Locust Grove - 6/7 for 4 weeks

**ADVERTISER**

City Of Locust Grove (#292486)  
P.O. Box 900  
Locust Grove, GA 30248-3632

**BILL TO**

City Of Locust Grove (#292486)  
P.O. Box 900  
Locust Grove, GA 30248-3632

**ATLANTA**

Product	Display	Start Week	4-Week Periods	4-Week Rate	Price
Digital Bulletin	#072971 - I-75S WS 1mi N/O Hudson Bridge Rd. (Exit 224) F/N - 3 - 14' x 48'	6/7/2021	1.0	\$2,100.00	\$2,100.00
Digital Bulletin	#073021 - I-75S ES 0.7mi N/O Jodeco Rd. (Exit 222-MM223) F/N - 1 - 14' x 48'	6/7/2021	1.0	\$2,100.00	\$2,100.00

**COMMENTS**

Rates are NET. Contract runs 6/7/21 - 7/4/21 (4 weeks)

**CONTRACT TOTAL**

<b>Service Cost</b>	\$4,200.00
<b>TOTAL</b>	\$4,200.00

**1. DEFINED TERMS.** As used in this Contract, these terms shall have the meanings set forth below:

- "Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
- "Campaign" shall mean the advertising campaign described in the Sales Contract.
- "CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
- "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
- "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Sales Contract.
- "Confidential Information" shall mean any information relating to or disclosed to Customer arising from or in connection with any and all pricing information for this Contract.
- "Contract" shall mean the applicable Sales Contract, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
- "Customer" shall mean the advertiser and any agency or buying service named in the Sales Contract.
- "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Sales Contract.
- "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
- "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
- "Sales Contract" shall mean the Contract for Advertising by and between Clear Channel and the Customer setting forth the terms and conditions of the Campaign.
- "Sign" or "Signs" shall mean the sign or signs identified in the Sales Contract for the placement of the advertising for the Campaign.

**2. PAYMENT**

- a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
- b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Sales Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
- c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
- d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
- e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to [coobilling@clearchannel.com](mailto:coobilling@clearchannel.com) within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
- f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

**3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES****3.1 OF CUSTOMER**

- a. Customer represents and warrants to Clear Channel that
  - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content placed on Sign or Signs, shall comply with all applicable federal, state and local laws and regulations.
  - (2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
  - (3) If the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
  - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

**3.2 OF CLEAR CHANNEL**

- a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is with good reason, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
- b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Sales Contract.
- c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report, Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Sales Contract.
- d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
- e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Sales Contract and commence billing on the date copy is fully displayed.
- f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Sales Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
- g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
- h. **TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

**3.3 TAXES**

Clear Channel shall pay all personal property taxes attributable to the Signs and Customer, to the extent not exempt, shall be responsible for all other federal, state and local taxes in respect of this Contract.

**4. CONTENT, PRODUCTION AND DELIVERY****4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS**

- a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight, tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).
- b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.
- c. If Customer requests within 60 days after the last date of the display of the Printed Advertising Materials, Clear Channel shall return any Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

**4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS**

- a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for digital bulletins, 400x840 pixels for digital posters, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.
- b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.
- c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

**4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS**

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(a) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) asynchronous audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

**4.4 ARCHIVAL MATERIAL AND RIGHT TO USE.**

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for Internal use.

**4.5 CHANGE OUT OF ADVERTISING MATERIALS.**

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer.

**4.6 RIGHTS AND OBLIGATIONS**

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

**5. DISRUPTION OF PERFORMANCE; LOSS OF USE**

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Sales Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed as a consequence of the loss of use of a Sign or Signs.

**6. TERMINATION**

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancelable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

**7. INDEMNIFICATION AND HOLD HARMLESS**

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Clear Channel's display of Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

**8. GENERAL**

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Sales Contract.

c. Customer agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of Clear Channel other than by or to its employees or agents who must have access to such Confidential Information to perform Customer's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel. When there is any inconsistency between the Sales Contract and any other terms of this Contract then the Sales Contract shall prevail.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Sales Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

**SIGNATURES**

**CITY OF LOCUST GROVE**

**CLEAR CHANNEL OUTDOOR, LLC**

Signature

Signature

Name

Name

Date

Date

**EXHIBIT B**  
**WHITEWAY OUTDOOR ADVERTISING**  
**CONTRACT FOR DIGITAL ADVERTISING**  
**SR 54 AT I-75**

# WHITEWAY OUTDOOR ADVERTISING

6400 Powers Ferry Road, Suite 374, Atlanta, GA 30339 (770) 226-9605 Fax (770) 226-9665

STATE OF GEORGIA

COUNTY OF FULTON

## DIGITAL ADVERTISING AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of April 2021, by and between WHITEWAY OUTDOOR ADVERTISING, A Division of Levin Industries, Inc., (hereinafter Whitleway), its address being 6400 Powers Ferry Road, Suite 374, Atlanta, Georgia 30339, and The City of Locust Grove (hereinafter Advertiser), its address being, 3644 GA-42, Locust Grove, GA 30248.

### WITNESSETH:

WHEREAS WHITEWAY wishes to lease to Advertiser and Advertiser wishes to lease from Whitleway, the north face of the LED digital outdoor advertising sign located at I-75 and SR54, Clayton County, Morrow, Georgia (the "Sign").

NOW, THEREFORE, in consideration of the mutual promises and such other good and valuable consideration as hereinafter set forth, the parties hereto agree as follows:

1.

Whitleway hereby leases in accordance with the terms and conditions of this Agreement the north face of the Sign that is described more completely as follows:

LOCATION: West side of I-75 @ SR 54, Clayton County, Morrow, GA, facing southbound traffic.

CLASSIFICATION: "High Rise, outdoor advertising display.

TYPE SIGN: LED Digital Display measuring 14'0" high by 48'-)" wide and to include one (1) ten (10) second static message to be displayed at least once every eighty (80) seconds.

2.

This Agreement shall remain in effect commencing on June 7, 2021 and ending on July 4, 2021 (initial term), unless terminated sooner or as extended as hereinafter set forth.

3.

In the consideration of the herein described services, Advertiser does hereby promise to pay to Whitleway the sum of One Thousand Six Hundred Twenty Five and 00/100 Dollars \$1,625.00 net per month. Payment is to be made in advance, commencing upon the uploading and posting of the artwork files provided by the Advertiser or no later than June 7, 2021.

4.

All advertising materials to be displayed electronically ("Content") on the Outdoor Advertising Display, and all art or copy furnished by Advertiser to Whitleway in connection with this Agreement, shall at all times meet the specifications guidelines provided by Whitleway to Advertiser from time to time ("Specifications") and shall comply with all applicable federal, state and local laws and regulations. All Content and materials furnished by Advertiser to Whitleway (a) shall not be contrary to the public interest, (b) shall conform to Whitleway's then existing programming and operating policies and standards, and (c) are subject to Whitleway's prior approval and continuing right to reject or cause Advertiser to edit the Content. In accepting this Agreement, Advertiser acknowledges and agrees that Whitleway reserves the right to reject any copy, pictorial or otherwise, which, in its sole discretion, (a) is offensive to the moral standards of the community, (b) is or may be considered false, misleading, or deceptive, (c) induces a violation of any present or future ordinance, regulation, law or statute, or (d) in any way reflects or may reflect on the character, integrity, or standing of any individual, firm, partnership, corporation or other entity. Advertiser shall indemnify and hold harmless Whitleway in the event any legal action is threatened or initiated against Whitleway as a result of any advertising placed on the billboard at the request of Advertiser. Indemnification shall include, but not be limited to, reasonable legal fees and the cost and expense of litigation.

5.

Neither Whitleway nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content. If Advertiser requests, within thirty (30) days of the last display of the Content hereunder, Whitleway will, at Advertiser's expense, return Advertiser's Content and materials to Advertiser. If Advertiser does not so request, Company has the

right to dispose of all Advertiser's Content and materials at any time after one hundred twenty (120) days following the last display of Content hereunder.

6.

Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Whiteway at least three (3) days prior to the Commencement Date and thereafter during the term of this Agreement in accordance with Description and Specifications - Content Management. Subject to any additional charges specified in this Agreement, Whiteway shall, at its own cost, program and install the Content on the Outdoor Advertising Display on the Commencement Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Whiteway may, in its sole discretion, (a) install the Content or (b) display substitute content of any type and install the Content on the Outdoor Advertising Display at a later date if and when delivered by Advertiser to Whiteway in conformity with the Specifications. Should Advertiser request Whiteway to furnish Advertiser with sketches to scale, including camera-ready artwork, then Whiteway will provide these items to Advertiser at an additional charge.

7.

Whiteway will deliver a monthly "Proof of Performance Report" as generated by the LED Digital Display at Whiteway's sole cost and expense.

8.

All utilities for the operation and maintenance of this Outdoor Advertising Display are to be paid by Whiteway. Advertiser will reimburse Whiteway for all sales and use taxes which Whiteway may be required to pay to any taxing authority upon the sale of advertising space sold hereunder. These shall be additional charges or expenses to Advertiser.

9.

The rent payments agreed to by the parties and set forth in paragraph 3 above include the cost of both routine and extraordinary maintenance and operation of the Sign subject to the limitations expressly set forth herein below. Whiteway promptly will provide all necessary routine and extraordinary maintenance required to keep the Sign functioning properly and to maintain an attractive appearance. Whiteway will at its expense provide electrical and any telephone modem communication hookup required to operate the Outdoor Advertising Display. If the Outdoor Advertising Display is damaged or malfunctions, Whiteway promptly will repair the damage or correct the malfunction, and rent will be abated proportionately in relation to the damage or malfunction to the normal function and utility of the Sign, from the time of such damage to the completion of repairs. For example, if the LED Digital Display goes out, and Whiteway does not repair the damage or malfunction within forty-eight (48) hours following receipt of written notice from Advertiser of such damage or malfunction (not including holidays and weekends), then Advertiser will be entitled to a credit equal to the daily rate for each day thereafter until the LED Digital Display is repaired. In this example, if the monthly rent were \$2,000, then to determine the daily rate, one would divide the monthly rate by 30. If the LED Digital Display is not repaired until the tenth day following the expiration of the notice period, then the credit would be \$533.33. Advertiser shall have no right to make, and shall not make, any modifications or embellishments of any kind or nature to the Outdoor Advertising Display without the prior written consent of Whiteway in each instance, which consent may be withheld by Whiteway in its sole and absolute discretion.

10.

Any delay or failure by Whiteway to perform hereunder as a result of force majeure, power interruptions, DSL connections, labor dispute, law, government action, warning or order, or similar causes beyond Whiteway's reasonable control, will not constitute a breach of this Agreement.

11.

Whiteway will join the proprietary Outdoor Advertising Association of America (the "OAAA") system linked to NCMEC's central AMBER Alert database. When an AMBER Alert is issued, the OAAA system sends a notification to participating companies in the relevant jurisdictions with a standardized image for placement on digital billboards. The entire process usually takes less than 15 minutes. Advertiser's message will be pre-empted. Advertiser's rent payments due hereunder will not be abated in connection with any AMBER Alert.

12.

This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

13.

This Agreement shall be construed and enforced pursuant to the laws of the State of Georgia and all parties agree to be subject to the jurisdiction of the courts of Fulton County, Georgia.

14.

This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

15.

If the North Face is totally destroyed by storm, fire, lightning, earthquake, or other casualty, including but not limited to vandalism, this Agreement shall terminate as of the date of such destruction, and all monthly usage fees shall be accounted for and prorated as between the parties hereto as of such date. If the North Face is damaged but not totally destroyed to the point it can be repaired within a reasonable period of time, monthly usage fees shall abate until Whiteway has restored the North Face to substantially the same condition as before damage, whereupon full monthly usage fees shall recommence. Should Whiteway, in its sole discretion, elect not to restore the North Face, regardless of the extent of damage, this Agreement shall terminate.

16.

If the whole of the leased space or such portion thereof as will make premises unusable for the purpose herein leased, or for any reason be condemned by any legally constituted authority for any public use or purpose, then in said event, this Agreement shall cease from the date when possession thereof is taken by public authorities, and monthly usage fees shall be accounted for as between the parties as of that date. Such termination however, shall be without prejudice to the rights of either party hereto to recover compensation and damages caused by condemnation from condemnor. It is further understood and agreed that neither party hereto shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of this Agreement as herein provided.

17.

If any monthly usage fees or other charges (including those arising under the indemnification provisions of this Agreement) owing under this Agreement are collected by or through an attorney at law, Advertiser agrees to pay fifteen (15%) percent thereof as attorney's fees, plus any and all costs of collection and litigation.

18.

The failure of a party hereto to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of such party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by a party hereto of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

19.

This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia.

20.

Notwithstanding the aforesaid, in the event Whiteway is unable to render the space available for the Outdoor Advertising Display as of the Commencement Date, for any reason whatsoever, this Agreement shall commence as of the date said space is rendered available for the Outdoor Advertising Display.

21.

Advertiser shall be deemed to have breached this Agreement by insolvency, default in the payment of any monthly usage fees or other charges herein provided for, appointment of a receiver for Advertiser's business, making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition in bankruptcy with respect to Advertiser, or the violating of any other term or condition hereof. In such event, Whiteway may, ten (10) days after written notice to Advertiser, take possession of the sign and declare the balance of the monthly usage fees herein provided for to be forthwith due and payable and Advertiser hereby agrees to pay such balance upon demand, provided, however, that if Advertiser should cure said default prior to expiration of said ten (10) day period, this Agreement shall remain in full force and effect the same as if said default did not occur.

22.

Notices shall be in writing and shall be sent via U.S. mail, certified or registered, with return receipt requested and postage prepaid, by hand delivery, or by reliable overnight courier, addressed in the case of Whiteway to:

David Levin, President  
Whiteway Outdoor Advertising  
6400 Powers Ferry Road, Suite 374  
Atlanta, GA 30339

and in the case of Advertiser to:

Advertiser City of Locust Grove  
Address: 3644 GA-42, Locust Grove, GA 30248  
City & State Locust Grove, GA 30248  
Attention: Anna Ogg - Main Street Manager

Any such notice shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the date of deposit in the United States mail if mailed as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall not affect the validity or the effectiveness of the notice. By giving at least ten (10) days prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

23.

Each rental payment will be made on the first business day of each month at Whiteway's main offices or at such other place as Whiteway may designate by notice. All terms are net cash. Payment not made when due shall bear a finance charge of one and one-half percent (1½%) per month on the previous month's unpaid balance before crediting payments and/or credits.

24.

This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia. In the event that any signature herein is a facsimile or pdf as opposed to an original signature, it is agreed

to by and between the parties herein that such signature shall be considered valid as if it was an original and shall be binding and enforceable accordingly against the signer or its principal, as the case may be.

25.

This Agreement contains the entire understanding of the parties concerning the matters stated herein, notwithstanding any prior written or oral agreements or understandings. The parties hereby expressly agree that they have not relied upon and do not rely upon any oral representation or other representation not contained herein. This Agreement may only be changed or modified by an agreement in writing signed by the hereto or their lawfully appointed representatives.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have affixed their hands the dates below indicated.

**CITY OF LOCUST GROVE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Witness

**WHITEWAY:**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Witness



**EXHIBIT C**  
**LAMAR OUTDOOR**  
**CONTRACT FOR DIGITAL ADVERTISING**  
**I-75 AT HARTLEY BRIDGE ROAD**  
**I-16 AT OCMULGEE EAST BLVD.**  
**I-75 AT EXIT 167**

Macon  
 5001 Mercer University Drive  
 Macon, GA 31210  
 Phone: 478-474-3990  
 Fax: 478-254-7277



CONTRACT # 3596108

Date: 4/7/2021  
 New/Renewal: NEW

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	719045-0
Name	CITY OF LOCUST GROVE
Address	LOCUST GROVE CITY HALL
City/State/Zip	LOCUST GROVE, GA 30248
Contact	ANNA OGG
Email Address	AOgg@locustgrove-ga.gov
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	CITY OF LOCUST GROVE
Campaign	Opportunity: June 2021 Campaign

Space										
# of Panels: 4										
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
2808 30751012	282-MACON, GA	I-75 .2M S/O HARTLEY BR. RD. WS/FS DIGITAL	Yes	Digital Bulletin	16' 0" x 50' 0"		06/07/21-07/04/21	1	\$1,250.00	\$1,250.00
2813 30851135	282-MACON, GA	I-16 - .4M W/O OCMULGEE EAST BLVD NS/FE	Yes	Digital Bulletin	39' 0" x 17' 0"		06/07/21-07/04/21	1	\$1,250.00	\$1,250.00
2889 30751119	282-MCDONOUGH, GA	I-75 - .7 MILE N/O EXIT 221 ES/FN DIGITAL	Yes	Digital Bulletin	16' 0" x 50' 0"		06/07/21-07/04/21	1	\$1,250.00	\$1,250.00
90012 30768785	282-MACON, GA	I-75 N/O EXIT 167 LOC.2 & R.SIDE DR. ES/FS	Yes	Digital Bulletin	10' 6" x 36' 0"		06/07/21-07/04/21	1	\$1,250.00	\$1,250.00
Total Space Costs:									\$5,000.00	

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Manager

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF LOCUST GROVE
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

*House*  
 ACCOUNT EXECUTIVE

GENERAL MANAGER

DATE





**CONTRACT # 3596108**

**STANDARD CONDITIONS**

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 90 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
13. **Digital Provisions:** Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.



Macon  
5001 Mercer University Drive  
Macon, GA 31210  
Phone: 478-474-3990  
Fax: 478-254-7277



Date: 4/7/2021  
New/Renewal: NEW

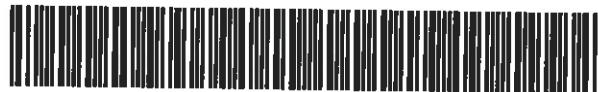
**CONTRACT # 3596108**

**14. Customer Supplied Content (ISpots) License and Indemnity Agreement**

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

- (i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.
- (ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.
- (iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.
- (iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.
- (v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.
- (vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.





## Community Development Department

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

# Item Coversheet

---

**Item:** A Resolution to create a streetlight district in Elmstone Commons at Locust Grove Station, Phase 2, a residential subdivision

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** NA

**Date Received:** March 26, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

## Discussion:

---

**Staff received an application to create a streetlight district in phase two of Elmstone Commons at Locust Grove Station, a residential subdivision.**

- Number of Lots: 55
- Number of Lights: 10 (Central GA EMC)
- Type of Lights: Colonial LED
- Cost per Light: \$9.75
- Cost per Month: \$97.50
- Cost per Year: \$1,170
- Administrative Cost: 15% of annual cost = \$175.50
- Pro Rata Cost per Lot:  $\$1,170 + \$175.50 / 55 \text{ lots} = \underline{\underline{\$24.46 \text{ per year}}}$

## **Comments:**

---

The City's Street Light Tax District Ordinance permits the Council to create streetlight districts by resolution. The City will pay the electricity usage fees on the lights each month then be reimbursed annually for these fees by way of a pro rata cost that is added to each property tax statement. This pro rata cost includes each lot's share of the electricity usage fees and administrative costs.

The Application represents 55 of the 55 total lots in the subdivision. 100% of the property owners in this subdivision are in favor of creating this streetlight district.

## **Recommendation:**

---

Staff recommends approval of the Resolution to create a new streetlight district in Elmstone Commons @ Locust Grove Station, Phase 2.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO APPROVE A REQUEST TO CREATE A STREET LIGHT TAX DISTRICT IN ELMSTONE COMMONS AT LOCUST GROVE STATION, PHASE 2, SUBDIVISION IN ACCORDANCE WITH CHAPTER 3.10 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES; TO PROVIDE CONDITIONS FOR APPROVAL; TO IDENTIFY A PUBLIC PURPOSE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**W I T N E S S E T H :**

**WHEREAS**, the City of Locust Grove, Georgia (“City”) adopted Article II, Chapter 3.10 (“Chapter”) entitled “Street Light Tax Districts”; and,

**WHEREAS**, the purpose of the Chapter is to provide the City with a procedure for the installation, maintenance and operation of street lights in certain public rights-of-way in the City of Locust Grove and for the promotion of health, safety, prosperity and general welfare of the citizens of Locust Grove; and,

**WHEREAS**, Mark Walker, of GDCI GA 5, LP, (“Owner”) submitted an *Application for Special Tax District – Street Lighting* and a *Petition for Special Tax District – Street Lighting* (“Application”) attached as **Exhibit “A”** for the subdivision known as Elmstone Commons at Locust Grove Station, Phase 2, (the “Subdivision”); and,

**WHEREAS**, the Application indicates support from one-hundred percent (100%) of the property owners in the Subdivision in accordance with the Chapter; and,

**WHEREAS**, the Owner submitted a copy of the Central Georgia Electric Membership Corporation Underground Wiring / Outdoor Lighting Agreement for the Subdivision (“Request”) outlining the costs, quantities, locations, terms and conditions associated with the Request attached as **Exhibit “B”**; and,

**WHEREAS**, the City agrees to pay the monthly streetlight fee of \$97.50 (\$1,170 annually) to Central Georgia EMC in accordance with the Request and to be reimbursed for such payments by way of assessments imposed upon all property owners within this subdivision in the amount of \$24.46 (includes a 15% administrative fee) per lot annually; and,

**WHEREAS**, the Mayor and City Council (“Council”) reviewed the Application and Request during a workshop meeting held on April 19, 2021; and,

**WHEREAS**, the Request was found to be generally consistent with the purpose and intent of the Chapter; and,

**WHEREAS**, the Council, in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare to the citizens of the City, have determined this request for the creation of a street light tax district to be in the best interests of the citizens of the City, that this Resolution be adopted.

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

1. **Finding.** That the Council hereby finds that the Application submitted by the Owner generally conforms to the requirements of Chapter 3.10 of City of Locust Grove Code.
2. **Public Purpose.** The Council finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
3. **Authority.** That the Council hereby authorizes the Mayor to execute the *Central Georgia Underground Wiring / Outdoor Lighting Agreement* for the Subdivision and any other documents necessary to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
4. **Severability.** To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All Council resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 3<sup>rd</sup> day of May 2021.

\_\_\_\_\_  
ROBERT S. PRICE, MAYOR

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, CITY CLERK

(seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**EXHIBIT "A"**

*Application for Special Tax District – Street Lighting*

# Application For Special Tax District - Street Lighting

We, the undersigned, all being property owners of the City of Locust Grove Special Tax District for Street Lighting, being the Elmstone Commons at LG S (Pd SF-4) (Subdivision) in Land Lot(s) 1, 195, and 196 of the 2nd Land District at Tanger Blvd (road), do hereby petition the Mayor and City Council of the City of Locust Grove "City" for the placement of streetlights through our subdivision or street(s). ↳ phase 2

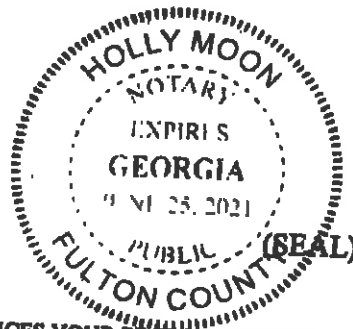
Each of us do hereby pledge and consent to levying of a lien by the City against property we own for the purpose of payment for the cost of maintenance and operation of the streetlights.

There are 255 (number) lots currently existing in the Special Tax District Elmstone Commons at Locust Grove Station (Pd SF-4) (Subdivision), and each owner as shown on the tax records has affirmatively signed this petition or their indication for disapproval is noted herein. The petition represents 25 (number) affirmative votes, representing 100 % of this district to be affected in this request. Your signature on this petition indicates that you have read and fully understand all information contained with Chapter 3.10 of the Code of Ordinances of the City of Locust Grove.

Personally appeared before me, a Notary Public, the undersigned affiant, who says on oath that Mark Walker (name) is one of the subscribing witnesses to the within instrument; and, that each said witnesses saw the execution and delivery of the same by each grantor therein for the purpose set forth; and, that each of said witnesses signed the same as supported. Sworn to and subscribed to me, this 15<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
SUBSCRIBING WITNESS

Holly Moon  
NOTARY PUBLIC



PLEASE INDICATE WHICH UTILITY COMPANY SERVICES YOUR PROPOSED STREET LIGHT DISTRICT:

- GEORGIA POWER     CENTRAL GEORGIA     OTHER \_\_\_\_\_
- NEW STREETLIGHT DISTRICT     ADDING STREETLIGHTS TO EXISTING DISTRICT

**EXHIBIT "B"**

*Central Georgia Electric Membership Corporation  
Underground Wiring / Outdoor Lighting Agreement*

CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION  
923 SOUTH MULBERRY STREET  
JACKSON, GEORGIA 30233

**UNDERGROUND WIRING / OUTDOOR LIGHTING AGREEMENT**

Name: LOCUST GROVE CITY OF Acct. No.: 12223-029 Loc. No.: 101129702  
(Print Name as Listed on Bill Card)

Address: ELMSTONE COMMONS PHS 2 STREETLIGHTS

I (we) hereby apply for a lease of outdoor lighting equipment to Central Georgia EMC under the terms and conditions set forth below:

**1. INFORMATION AND COST**

Lights, Fixtures, and Poles:

Quantity 10 Rate 13 Class 5 Cost Per Month \$ 9.75 each Total Cost \$ 97.50 per month Description: COLONIAL LED  
Quantity \_\_\_ Rate \_\_\_ Class \_\_\_ Cost Per Month \$ \_\_\_ each Total Cost \$ \_\_\_ per month Description: \_\_\_  
Quantity \_\_\_ Rate \_\_\_ Class \_\_\_ Cost Per Month \$ \_\_\_ each Total Cost \$ \_\_\_ per month Description: \_\_\_  
Quantity \_\_\_ Rate \_\_\_ Class \_\_\_ Cost Per Month \$ \_\_\_ each Total Cost \$ \_\_\_ per month Description: \_\_\_

**TOTAL COST PER MONTH \$ 97.50**

Total CIAC (Contribution in Aid of Construction)= \$ \_\_\_\_\_

3. The corporation reserves the right to increase or decrease rates of outdoor lighting without prior written notice to each individual lessee.
4. Fixtures served by underground wiring will be available at these rates when the underground cable is buried in the same trench with the underground distribution system and the excess trench required does not exceed thirty (30) feet per fixture for a small LED fixture or eighty (80) feet per fixture for a large LED fixture or post top LED fixture. A contribution in aid of construction shall be paid in advance for the footage in excess of the base allowance.
5. I (we) will perform all trenching, install duct furnished by the Corporation, backfill, and complete the paving to the mutual satisfaction of all parties concerned where underground wiring is desired and paving or other obstacles exist.
6. I (we) will pay in advance a contribution in aid of construction in the amount of the current installed cost of additional pole(s) if more than one pole must be installed. The additional pole(s) will remain the property of the Corporation.
7. All lighting equipment, wiring, etc. will be furnished by the Corporation.
8. The Corporation will perform ordinary maintenance of light and equipment which will be done during normally scheduled working hours. Current overtime fee per service call shall be paid to the serviceperson making the repairs when requested at any time other than the normal working hours.
9. I (we) will pay for replacement of any equipment damaged or destroyed by vehicle collision or vandalism.
10. I (we) will pay the lease for the light(s) at the rates above according to current billing procedures. The Corporation may discontinue service without further notice if the bill is not paid.
11. The corporation shall use reasonable care to maintain constant service but shall not be liable for interruption through acts of God, strikes, labor troubles, or any other causes beyond the control of the Corporation.
12. I (we) will pay a Membership or Additional Service fee and be bound by the provisions of the Articles of Incorporation, Bylaws, and rules of the Corporation that may be adopted from time to time.

**13. This agreement shall become effective on the date of service is first delivered and shall remain in effect for 5 years and thereafter until terminated by either party's giving three month notice.**

**14. This agreement shall be binding upon the successors, legal representative, and assigns of the respective parties hereto.**

**15. The Corporation reserves the right to shield the light or relocate the pole and light if objected by the adjacent landowners.**

**16. I (we) will grant, bargain, sell, and convey unto the Corporation, its successors, and assign an easement and right-of-way for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing its facilities. The Corporation shall have the right to egress to and egress from the easement over the lands of the lessee adjacent to the easement and lying between public and private roads and easements.**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



SEWER PLAN  
FOR  
ELMSTONE COMMONS  
PH. 2 AT LGS (AKA: POD A)  
LOCATION:  
LAND LOTS 184, 228 & 229, DISTRICT 2  
LOOUST GROVE, GEORGIA



12.0



NO.	DESCRIPTION
1	MANHOLE
2	MANHOLE
3	MANHOLE
4	MANHOLE
5	MANHOLE
6	MANHOLE
7	MANHOLE
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99	MANHOLE
100	MANHOLE





## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

---

**Item: Request for a Special Event Permit for the HAVEN HOUSE 5K Road Race on September 25, 2021.**

**Action Item:**  Yes  No  
**Public Hearing Item:**  Yes  No  
**Executive Session Item:**  Yes  No  
**Advertised Date:** N/A  
**Budget Item:** N/A  
**Date Received:** March 17, 2021  
**Workshop Date:** N/A  
**Regular Meeting Date:** May 3, 2021

### Discussion:

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Staff received a request for a Special Events Permit for the HAVEN HOUSE 5K Road Race on September 25, 2021. The race will begin at 9:00 AM. The applicant has answered the following questions:

- The duration of the event (including set up and break down)
  - Set up will begin @ 7:00am and should be wrapped up and cleaned up by 1:00pm.
- Contact information for the non-profit beneficiary including proof of non-profit status
  - FLINT RIVER COUNCIL ON FAMILY VIOLENCE, INC., HAVEN HOUSE – Tara Matlock 301-467-3204
- Contact information for the person who will be onsite on race day.  
Tara Matlock 301-467-3204

- Which merchants will have booths at the event?
  - None
- Permission from Henry County to use the Locust Grove Recreation Center's back parking lot
  - **Prior to issuance of Special Event Permit, email confirmation must be received and filed from Henry County Parks and Rec.**
- An approved race route from Locust Grove PD
  - **Yes, see attached route for 5K**

**Comments:**

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The Flint Circuit Council on Family Violence, Inc., Haven House is recognized by the IRS as a 501(c)(3) tax-exempt organization.

**Recommendation:**

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**Staff recommends approval of the applicant's special event request.**

**I MOVE TO (APPROVE/DENY/TABLE) THE REQUEST FOR A SPECIAL EVENT PERMIT FOR THE HAVEN HOUSE 5K ROAD RACE ON September 25, 2021.**





## SPECIAL EVENTS PERMIT APPLICATION

<b>Applicant:</b> Tara Matlock, Haven House Board Member	<b>Submission Date:</b> February 11, 2021
<b>Organization:</b> Flint Circuit Council on Family Violence	<b>Event Date(s)*:</b> September 25, 2021
<b>Type of Event:</b> Fundraiser	<b>Event Time(s):</b> 9:00 am

*\*Please provide the following information a minimum of thirty (30) days prior to the event date.*

*This request will be placed on the next available City Council agenda for a hearing.*

*The applicant (or designated representative) must attend this hearing.*

<b>Applicant's local address:</b>	PO Box 1160 McDonough, GA 30253
<b>Applicant's e-mail address:</b>	taramatlock@hotmail.com
<b>Location of the Event:</b>	Locust Grove Recreation Center
<b>Name and telephone number of onsite contact who will be onsite for the duration of the event.</b>	Tara Matlock (301-467-3204)
<b>Description of the nature of the special event:</b>	Fund raiser for Haven House/nonprofit
<b>Identify sponsors and/or merchants participating in the event.</b>	Haven House Board Member
<b>Identify types of goods to be sold*, if any</b> <i>*Additional permits may be required</i>	Food will not be sold
<b>Duration of the event</b> (including setup and take down)	7:00 am - 1:00 pm
<b>Description of music/entertainment*:</b> <i>*City's Noise Ordinance prohibits loud music/voices after midnight.</i>	Music before event

### Additional required information:

- Written permission from the property owner
- Legible copy of the applicant's driver's license (or other State Issued ID)
- If the event is a road race, parade, march, running or cycling along public streets, attach a proposed route for review and approval.
  - List number of police officers/public works staff requested – additional fees may apply
- All fees\* are payable to the City of Locust Grove in the amount of \$150  
*\*if the event is for a non-profit organization wishing to waive the fees, proof of the organization's non-profit status must be submitted.*
- **FOR PROFIT EVENTS ONLY:** Complete the "Georgia Bureau of Investigation – Georgia Crime Information Center Consent Form" for a background check.
- **FOR PROFIT EVENTS ONLY:** Complete the attached "E-Verify Affidavit"
- **FOR PROFIT EVENTS ONLY:** Complete the attached "Affidavit Verifying Status for Receipt of Public Benefits"

Signature: Tara Matlock Date: 3.16.21



**E-VERIFY AFFIDAVIT**

**Locust Grove, GA**

**E-verify Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)**

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6(d), stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly know as E-Verify, or any subsequent replacement in O.C.G.A. § 36-60-6(d). Furthermore, the undersigned applicant verifies one of the following with respect to my application for the above mentioned document:

- 1. (a)  The individual, firm or corporation employed more than ten (10) employees.
- (b)  The individual, firm or corporation employed ten (10) or fewer employees.

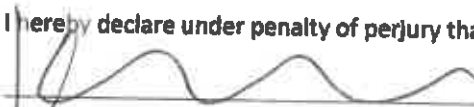
*If the employer selected 1(a) please fill out Section 2 below.*

- 2. The undersigned private employer attests that its federal work authorization user identification number and date of authorization are listed below:

58-1851426  
Federal Work Authorization User Identification Number

11/5/1999  
Date of Authorization


I hereby declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature of Authorized Officer or Agent

Katie Tucker Executive Director  
Printed Name and Title of Authorized Officer or Agent

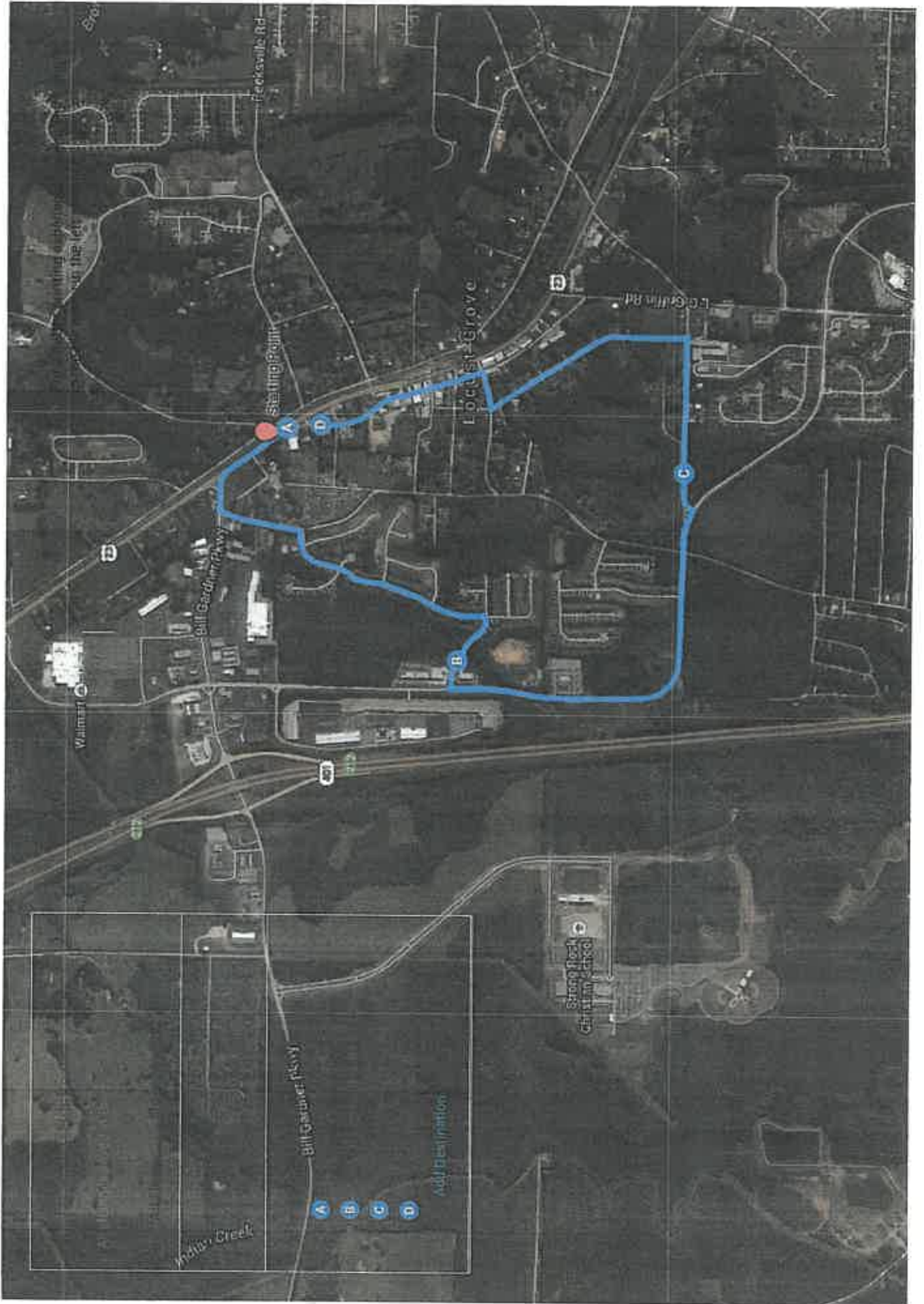
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11<sup>th</sup> DAY OF March 20 21

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 02-07-25









## Community Development Department

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

### Item Coversheet

---

**Item:** Resolution approving the architectural plans submitted for Life Built Homes, located at 3390 Highway 42 South.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** No

**Date Received:** March 31, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

**Discussion:**

---

Life Built Homes, of Locust Grove, GA, has submitted color building elevation renderings for a proposed addition to their existing office located at 3390 Highway 42 South.

As part of the requirements for building permits for new structures or major renovations, it is necessary for the Mayor and City Council, acting in their capacity as the Architectural Review Board, to review the proposed building exterior elevations for comment and approval.

The general concept is to expand and remodel the existing single-story rectangular shaped building where the main entrance and vehicle access faces Highway 42 South.

The applicant proposes an addition of 1,147 sq. ft. to the existing 1,160 square feet, totaling 2,307 square feet. This building is being managed by alternating earth tone colors, primarily shades of gray, with stone veneer over CMU, fiber cement board and batten, metal roofing, fiber cement siding to replace vinyl, and an ADA compliant access ramp.

#### Chapter 15.44 Architectural Review

##### 15.44.050 - Exterior materials standards.

A. Except where otherwise provided in this chapter or in the Code of Ordinances, the exterior architectural features of buildings and structures within multifamily, office/institutional, commercial and industrial zoning districts shall adhere to the following minimum standards:

1. All primary/accent exterior siding materials shall be limited to:

**Primary:** Brick; natural stone including granite, marble, sandstone, field stone, or any other natural stone approved by the board; manufactured stone including imitation field stone, marble terrazzo, and wood and any other manufactured architectural finish stone approved by the board as a primary siding material.

**Accent:** Clay tile with baked-on enamel finish; architecturally treated decorative concrete block; architecturally treated slabs or block either fluted or with exposed aggregate; stucco; EFIS; masonry siding such as cement fiberboard siding ("hardiplank"), wood; or acceptable substitute approved by the board. "Tilt-up" concrete shall be permitted as a primary exterior siding material for buildings in industrial zoning districts or acceptable substitute as approved by the board.

2. All exterior siding material such as aluminum, steel, vinyl, mirrored or reflective glass, cinderblock, unfinished concrete, fiberglass or plastic are prohibited except that architectural fiberglass or plastic can be used to such extent that such material is used as detailing and decorative trim if approved by the board.
3. Fifty percent of the width of the front facade of the building shall consist of fenestration. All fenestration comprised of glass shall be multi-paned in appearance. Single-paned plate glass windows greater than six square feet in surface area without the appearance of being multi-paned shall be prohibited unless approved by the board.
4. All exterior painted surfaces, where visible from the public street shall be painted in earth tones. Colors shall be non-primary colors including darker and cooler shades of green, red, such as brick, yellow including beige, and lighter shades of brown including tan. However, white may be permitted if approved by the board. Corporate graphics, trademarks, corporate logos, corporate service marks and corporate branding items may be permitted by the board to the extent used for decorative trim or for signage as part of the overall exterior features.
5. Roofs on multifamily and commercial or office buildings shall generally consist of a pitch of 7/12 or greater with exception of porches and porticos and be comprised of asphalt, cedar shake, cement tile material. Standing seam metal roofing shall be allowed as approved by the board. Flat roofs shall be permitted in larger commercial and industrial zoning where rooftop equipment is screened from view by raised parapet

walls and shall be consistently flat across the building length with exception of features of fenestration to break up building mass and long, monotonous facades. Flat roofs may be permitted on larger multifamily and office buildings as approved by the board.

6. Burglar bars and steel roll down doors or curtains shall not be visible from the public street, with exception to buildings in industrial zoning districts as approved by the board.
  7. Service bays shall be designed so that the openings of service bays are not visible from a public street (i.e., side entry), with exception to buildings in industrial zoning districts as approved by the board.
  8. Fabric and canvas awnings and all other building materials must be of durable quality and shall be compatible with materials used in adjoining buildings.
  9. All exterior building elevations that face public streets and/or customer parking areas shall be designed so that there are no large expanses of blank walls. This requirement can be met by employing the use of architectural features including, but not limited to, the following: Doors, windows, pilasters, columns, horizontal and vertical offsets, material and color variations, decorative cornices, awnings, canopies, murals, and graphics.
- B. Additional requirements. Properties with material changes of structures lying within the historic preservation district overlay shall abide by the certificate of appropriateness process for the historic preservation district and follow the design guidelines as promulgated by the historic preservation commission. Properties within the Gateway Town Center and/or the Locust Grove Town Center LCI area shall abide by the applicable design guidelines in addition to this chapter.
- C. The exterior architectural features of buildings and structures within the office/institutional and commercial zoning classifications shall adhere to the following additional requirement:
- Front facades and any exterior sides facing public streets shall consist of a minimum of seventy percent of brick or natural or manufactured stone or a combination thereof, except where a building over three stories in height and/or greater than twenty thousand square feet in total building area may reduce this requirement as approved by the board where the structure provides adequate fenestration and design features or where a building is designed under LEED Silver, Gold, or Green standards.

**Recommendation:**

---

**I MOVE TO (approve/deny/table) THE RESOLUTION APPROVING THE ARCHITECTURAL REMODEL PLANS SUBMITTED BY LIFE BUILT HOMES FOR PROPERTY LOCATED AT 3390 HIGHWAY 42 SOUTH.**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROVE ARCHITECTURAL PLANS FOR THE PROJECT KNOWN AS LIFE BUILT HOMES REMODEL OF PROPERTY LOCATED AT 3390 HIGHWAY 42 SOUTH IN ACCORDANCE WITH CHAPTER 15.44 OF THE LOCUST GROVE CITY CODE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**W I T N E S S E T H :**

**WHEREAS**, the City of Locust Grove, Georgia ("City") adopted Chapter 15.44 ("Chapter") entitled "Architectural Review", and;

**WHEREAS**, the purpose of the Chapter is to regulate the aesthetics, quality of exterior building materials and to the promotion of health, safety, prosperity and general welfare of the citizens of Locust Grove, and;

**WHEREAS**, the Mayor and City Council consist of the Architectural Review Board for the City of Locust Grove ("Board") per Section 15.44.040, and;

**WHEREAS**, Life Built Homes of Locust Grove, GA submitted Architectural Plans ("Plans") for remodeling an existing structure located at 3390 Highway 42 South attached hereto and made part thereof as Exhibit "A", and;

**WHEREAS**, the Board may review and make comment on architectural plans and issue approval per Chapter 15.44 ("Chapter") of the Code of Ordinances for the City of Locust Grove, and;

**WHEREAS**, the Board in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare to the citizens of the City, have determined this request for architectural review to be in the best interests of the citizens of the City, that this Resolution be adopted.

**THEREFORE, IT IS NOW RESOLVED BY THE ARCHITECTURAL REVIEW BOARD OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:**

1. **Finding.** That the Locust Grove Architectural Review Board hereby finds that the Plans submitted by Life Built Homes appear to meet the requirements of Chapter 15.44 of City of Locust Grove Code.
2. **Conditions.** That the Locust Grove Architectural Review Board finding in Item 1 above is subject to the following conditions:
  - a. **Final Colors.** That final colors and type of materials be reviewed and approved by



the Community Development Director to meet all requirements of Chapter 15.44 of City of Locust Grove Code as "earth tone" in nature.

- b. **Material Changes.** That any material deviations in exterior architectural features, materials, or colors as depicted in the plans in Exhibit "A" require review and approval by the Architectural Review Board.
  - c. **Extension of Approved Plans.** That the approval granted herein may be in effect for a period not to exceed eighteen (18) months from the approval date of this Resolution.
3. **Public Purpose.** The Board finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
  4. **Authority.** That the Board hereby authorizes the City Clerk to affix a stamp of the date of approval on the revised architectural plans in accordance with Section 15.44.060 J, to affix the City Seal if necessary to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
  5. **Severability.** To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
  6. **Repeal of Conflicting Provisions.** All Board resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
  7. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 19<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
ROBERT S. PRICE, Mayor

ATTEST:

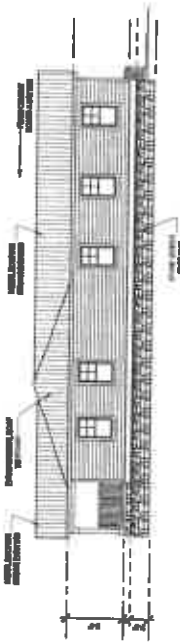
\_\_\_\_\_  
MISTY SPURLING, City Clerk

(Seal)

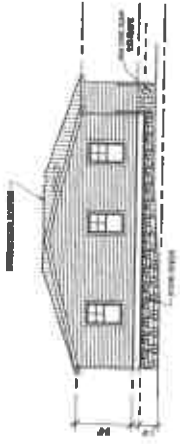
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

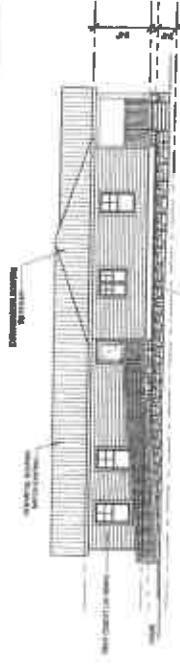
**EXHIBIT "A"**



① FRONT ELEVATION  
1/8" = 1'-0"

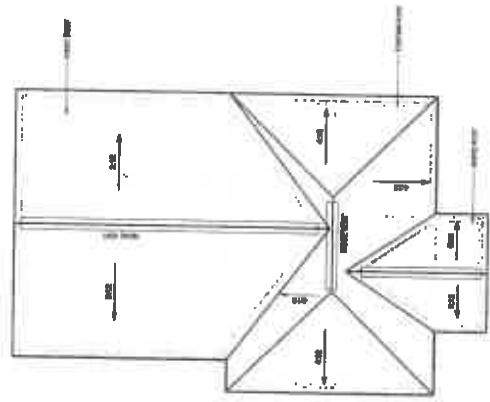


② SIDE ELEVATION  
1/8" = 1'-0"

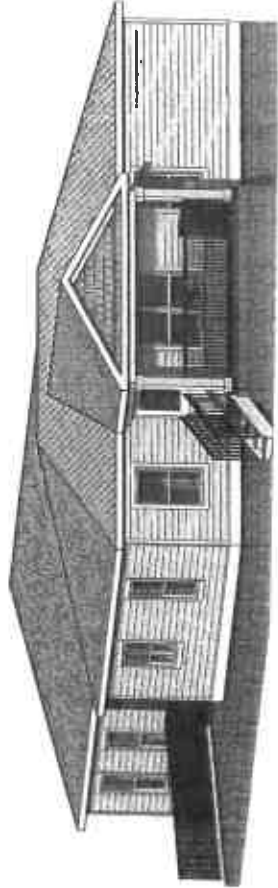


③ REAR ELEVATION  
1/8" = 1'-0"

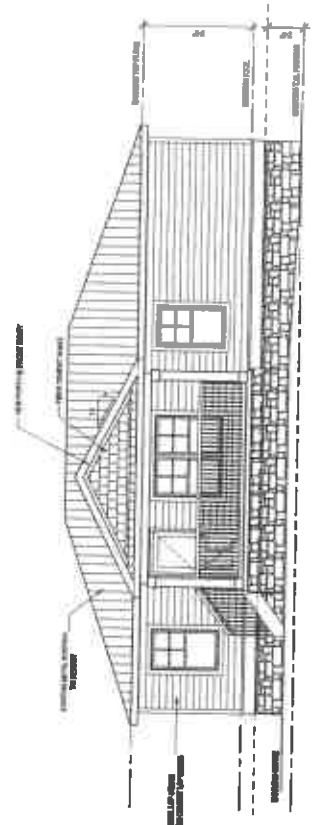
# LIFE BUILT HOMES OFFICE ADDITION



④ FLOOR PLAN  
1/8" = 1'-0"



PERSPECTIVE



⑤ FRONT ELEVATION  
1/8" = 1'-0"

NOTES:

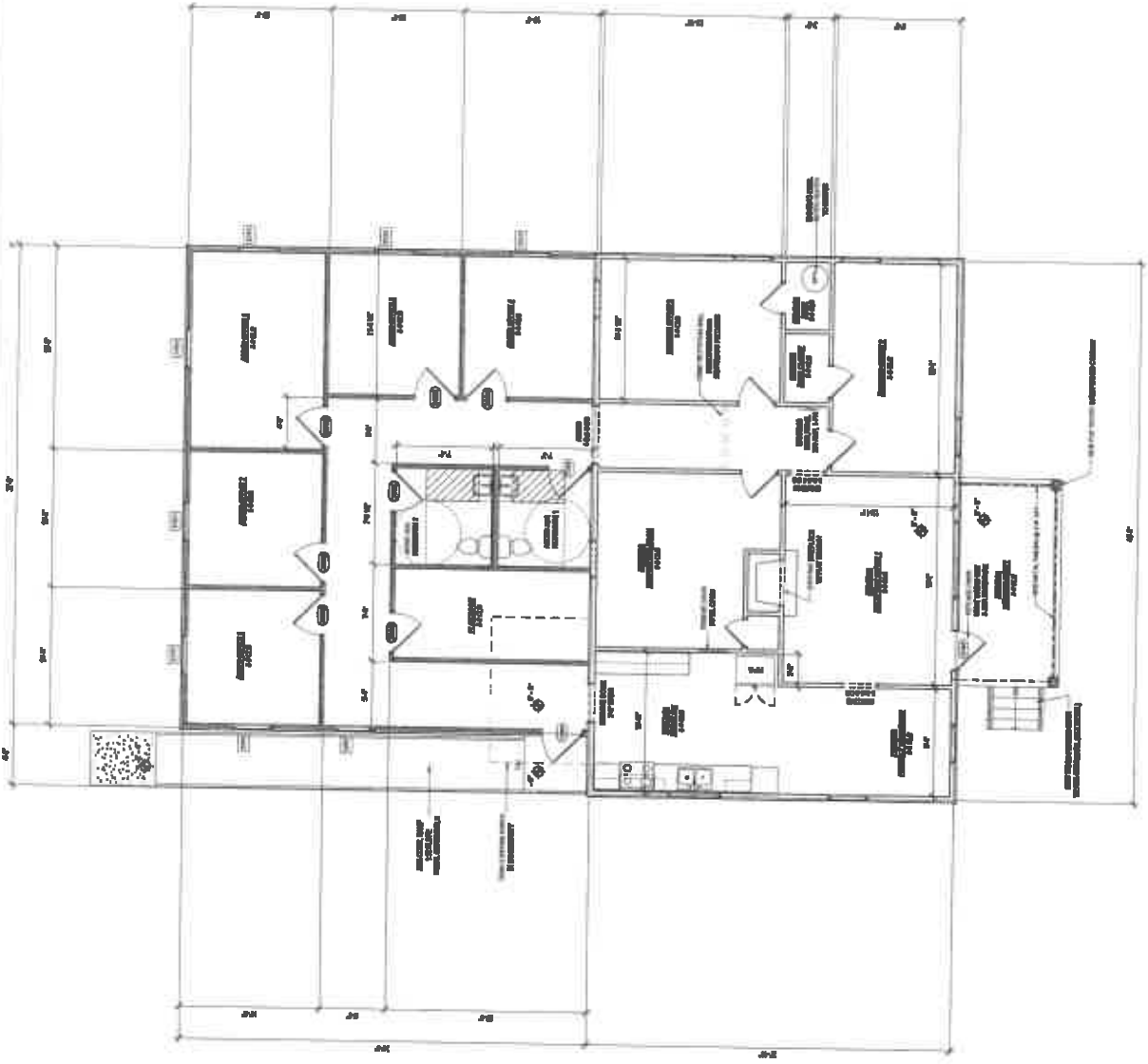
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. FINISHES ARE TO BE DETERMINED AT THE TIME OF CONSTRUCTION.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
10. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.

MDM  
 MDM ARCHITECTURE  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1000  
 WWW.MDMARCHITECTURE.COM



MDM  
 MDM ARCHITECTURE  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1000  
 WWW.MDMARCHITECTURE.COM

NOTES:  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. FINISHES ARE TO BE DETERMINED AT THE TIME OF CONSTRUCTION.  
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.



① FLOOR PLAN



# Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

**Item:** Comprehensive Transportation Plan (CTP) Contribution

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Yes, Community Development Professional Services

5-7220-52.1200	4,311.25	12.32%	35,000.00
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**Date Received:** April 15, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

### Discussion:

The City received a letter (Exhibit #1) early in the year regarding the update to the Joint City/County Comprehensive Transportation Plan (CTP) that the Atlanta Regional Commission (ARC) awards jurisdictions every five years or so \$500,000 with a match by the local government. In the past, we have participated in this when the process began in 2005 (One Henry Initiative) and then again in 2016. Exhibit #2 is a response to the proposed division of the "local match" on the basis of 2010 Census population. Since we are already past the 2020 Census (although official figures have yet to be released), and that we have on the past expressed future SPLOST divisions by latest population figures, I am proposing we contribute by either a released 2020 Census Figure of population or by the most recent estimate. Overall impact would be a little more than \$1,000 and solidifies our position on these types of activities.

### Recommendation:

**Recommend APPROVAL of CTP participation based on 2020 Census Figures and letter to Henry County BOC.**



Henry County Government

Cheri Hobson-Matthews  
County Manager

Marilyn Russell  
Executive Assistant

Kayla Correa  
Records Administrator &  
Constituent Services

140 Henry Parkway  
McDonough, Georgia 30253  
770.288-6267  
Fax: 770-288-8008  
www.co.henry.ga.us

**Exhibit #1**

January 8, 2021

Mr. Tim Young  
City Manager  
City of Locust Grove  
3644 Highway 42  
Locust Grove, GA 30248

Dear Mr. Young:

Henry County is undertaking an update of the 2016 Henry County Comprehensive Transportation Plan and the development of a Henry County Trails Master Plan in 2021. We are planning to enter into a contract with a consultant soon to undertake these two projects for a contract amount of \$624,998. Of this amount, \$499,998.40 (80%) will come from the federal government, and Henry County is required to provide a local match of \$124,999.60 (20%).

At a meeting dated May 26, 2020, which you attended, the cities of Stockbridge, McDonough, Locust Grove, and Hampton were invited to join Henry County in this transportation planning process and share the local match based on the cities' share of the county population. The cities, including Locust Grove, expressed their interest in joining this countywide transportation planning endeavor and sharing the county's cost based on the cities' 2010 Census population. We are again extending our invitation to join us in this project and requesting a contribution of **\$3,311.30** as shown below:

2010 Locust Grove population:	5,402
2010 Henry County population:	203,922
Locust Grove's share of county population:	$5,402/203,922 = 2.65\%$
Locust Grove's share of local match:	$\$124,999.60 \times 2.65\% = \$3,311.30$

Please send a check or money order for the above stated amount to the attention of Sam Baker, Director of Transportation Planning, at Henry County Government, 140 Henry Parkway, McDonough, GA 30253. A payment by **February 26, 2021** would be appreciated. We look forward to working together on this joint city-county project.

Sincerely,

  
Cheri Hobson-Matthews  
County Manager

cc: Sam Baker, Henry County



# City of Locust Grove

P.O. Box 900 Locust Grove, Georgia 30248-0900

Telephone (770) 957-5043 Fax: 1-866-364-0996

**Exhibit #2**

**MAYOR**

Robert Price

**COUNCIL**

Keith Boone

Rudy Breedlove

Carlos Greer

Rod Shearouse

Willie J. Taylor

Vincent Williams

**CITY MANAGER**

Tim Young

**CITY CLERK**

Misty Spurling

March 26, 2021

**Cheri Hobson-Matthews, County Manager  
Henry County Board of Commissioners  
140 Henry Parkway  
McDonough, GA 30253**

**RE: 2021 Update of the Henry County Comprehensive Transportation Plan**

Thank you for your letter earlier this year notifying us of the new update of the Comprehensive Transportation Plan that was recently awarded to Pond by the BOC at their last meeting. We are especially excited that this will coincide with a Trails Master Plan to incorporate more nonmotorized transportation options that many of our constituents have sought for years.

The City has been a willing participant in this process beginning in 2005 with the initial One Henry CTP process and then again with the 2016 Update. We wish to continue to participate in this new Update; however, we will contribute in accordance with the recently completed 2020 Census figures, although not yet fully published. By the 2019 Census Estimates of Places and Counties, we would be at the following contribution amount:

2019 Locust Grove Estimate	8,243
2019 Henry County Estimate	234,561
City's share of county population	3.51%
City's share of local match	$\$124,999.60 \times 2.51\% = \$4,392.77$

You will see that we will reimburse the project based on the official 2020 Census figure once it is released later this year, as it will likely be more than the figure shown above. We look forward in working with you and your staff in this process. Should you need any further information on this matter, please feel free to contact me at (770) 957-5043.

Respectfully,

**Tim Young, City Manager**

**Cc: Carlotta Harrell, Chairman  
Sam Baker, Henry County Transportation Planning Director  
Mayor and City Council  
Misty Spurling, City Clerk**



## Community Development Department

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

### Item Coversheet

---

**Item:** An APPEAL of a business license application denial for MJ's Hand Car Wash.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** No

**Date Received:** April 5, 2021

**Workshop Date:** N/A

**Regular Meeting Date:** May 3, 2021

#### Discussion:

---

Jasmine Mota has filed an appeal of a business license application denial for MJ's Hand Car Wash. The proposed hand car washing business intended to locate in the parking lot of an existing business, 3998 Hwy. 42 (Texaco gas station). The current zoning of the proposed location is C-2 (General Commercial). Per Section 13.08.95, Car Washes must meet all the following criteria:

#### 13.08.090 - Commercial car washes—General provisions.

A. Purpose and Intent. The purpose of this section is to reduce water consumption from commercial car wash facilities by requiring all new conveyor car washes to install operational recycled water systems.

B. Applicability:



1. This ordinance applies to all new conveyor car washes permitted and constructed after January 1, 2011, regardless of the water source.
2. The provisions of this section do not apply to conveyor commercial car washes that were permitted or constructed before January 1, 2011.
3. The provisions of this section do not apply to self-service car washes or in-bay car washes. (Ord. No. 17-04-012, § 2, 4-3-17)

**13.08.095 - Commercial car washes—Definitions.**

A. The following words and phrases, whenever used in this ordinance, have the meaning defined in this section:

1. "In-bay automatic car wash" means a commercial car wash where the driver pulls into the bay and parks the car. The vehicle remains stationary while a machine moves back and forth over the vehicle to clean it, instead of the vehicle moving through the tunnel.
2. "Conveyor car wash" means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.
3. "Recycled water system" means a water system that captures and reuses water previously used in wash or rinse cycles.
4. "Self-service car wash" means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.

(Ord. No. 17-04-012, § 3, 4-3-17)

**13.08.100 - Commercial car washes—Water recycling requirement.**

A. All new commercial conveyor car washes, permitted and constructed after January 1, 2011, must install operational recycled water systems.

B. A minimum of fifty percent of all water utilized will be recycled.

(Ord. No. 17-04-012, § 4, 4-3-17)

Automobile Washes are a permitted use in the C-2 zoning district per section 17.04.131(b)(4) of the City of Locust Grove Municipal Code's Zoning Ordinance. However, car washes must comply with the Commercial Standards outlined above per Section 13.08.95 of the City's Municipal Code. Per the applicant's business license application, the proposed business is described as, "car wash in parking lot". No evidence of intent to comply with the commercial car wash standards per our code was included in the business license application nor communicated to the Community Development Department by the applicant. Staff reached out to the applicant on April 19, 2021 to suggest a mobile car wash for the applicant to consider. The applicant communicated to staff that they wish to proceed with their appeal and not consider a mobile car wash business.

**Recommendation:**

Staff recommends that the DENIAL of the business license application for *MJ's Hand Car Wash* be upheld.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REGARDING THE APPEAL OF A DENIAL OF A BUSINESS LICENSE APPLICATION FOR MJ'S HAND CAR WASH; ACCORDANCE WITH CHAPTER 5.04 OF THE LOCUST GROVE CITY CODE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**W I T N E S S E T H :**

**WHEREAS**, the City of Locust Grove, Georgia ("City") adopted Chapter 5.04 ("Chapter") entitled "Business License Generally", and;

**WHEREAS**, the purpose of the Chapter is to regulate the administration of permissible businesses within the city limits Locust Grove, and;

**WHEREAS**, the applicant, Jasmine Mota, submitted a business license application on March 23, 2021 to the City of Locust Grove Community Development Department, and;

**WHEREAS**, if the administrator determines that the application is not in order or any requirements for the license have not been met, then the administrator shall deny the application per Section 13.08.090, and;

**WHEREAS**, the applicant's business license application for a hand car wash was denied on March 23, 2021, and;

**WHEREAS**, the applicant filed a letter appealing the denial on April 5, 2021, and;

**WHEREAS**, a written notice of the denial in accordance with Section 5.04.100(F) was sent to the applicant on April 22, 2021, and;

**WHEREAS**, the City of Locust Grove City Council held a hearing on May 3, 2021 and considered all testimony, documentary evidence, and matters of record, and;

**WHEREAS**, the City Council in the exercise of its sound judgment and discretion, has given thorough thought to the information provided, ordinances of the City, laws of the State, and all implications involved, and keeping in mind the public interest and welfare to the citizens of the City.

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

1. **Finding.** That the Locust Grove City Council hereby upholds the denial of the business license application for MJ's Hand Car Wash in that the commercial regulatory

requirements per Section 13.08.090 of the City of Locust Grove Code are not met.

2. **Public Purpose.** The City Council finds that the foregoing action are consistent with the the laws of the City and State of Georgia and constitute a valid and proper exercise of the City's police powers in preserving the health, safety, well-being and economic vitality of the community.
3. **Authority.** That the City Council hereby authorizes the City Clerk to place this Resolution and any related documents among the official records of the City for future reference and directs the Community Development Director to provide the applicant with notice of this decision consistent with the ordinances of the City.
4. **Severability.** To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 3<sup>rd</sup> day of May, 2021.

\_\_\_\_\_  
ROBERT S. PRICE, Mayor

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**LOCUST GROVE CITY HALL**  
 PO BOX 900 Locust Grove, GA 30248-0900  
 Telephone: 770-857-3043 Fax: 856-364-0895

**OFFICE USE ONLY**

REGULATORY FEE \_\_\_\_\_

OCCUPATIONAL FEE 140.-

TYPE OF APPLICATION:      APPLICATION FOR:  
 NEW LICENSE                       COMMERCIAL LOCATION  
 LICENSE RENEWAL               HOME OCCUPATION

**BUSINESS NAME:** M/S Hand car wash

\* **TYPE OF BUSINESS:** car wash in parking lot

**CORPORATION NAME:** \_\_\_\_\_  
(if applicable)

**FEDERAL ID NUMBER:** 83-4059812 (if no Fed ID, enter 399)      **DRIVERS LICENSE NUMBER/STATE:** D5771805D, Ga

**BUSINESS LOCATION:** 1420 - Ga 42 3998 Ga - 42 locust Grove, Ga 30248

locust grove Ga 30248  
CITY STATE ZIP

**MAILING ADDRESS:** 540 Harmony way  
(if different from above)

locust grove Ga 30248  
CITY STATE ZIP

**EMAIL ADDRESS:** BellaHairbyjazz@gmail.com

**BUSINESS OWNER:** Jasmine Putman (MOM)      **PHONE:** 762361949

**ADDRESS:** 540 Harmony way  
locust grove Ga 30248  
CITY STATE ZIP

New State of GA law requires that all business owners show valid proof of U.S. Citizenship. U.S. Passport, social security card, green card or birth certificate are acceptable forms of ID. A drivers license is also required, but is not accepted as proof of citizenship.

These documents will become a confidential and permanent part of the business file.

I hereby make application for an occupational tax certificate to conduct the above described business in Locust Grove City limits. I understand that prior to issuance of said certificate all applicable requirements of Federal, State and/or county agencies, statutes and/or ordinances have been met and payment of the prescribed fees is received. I do solemnly swear, subject to criminal penalties for false swearing, that the information in this application is true and no false or fraudulent information is made herein to procure the granting of this certificate.

Jasmine Mom      Owner  
Print Name      Signature

Jasmine Putman      03/23/21  
Signature      Date

OFFICE USE ONLY	
PROPERTY ZONED <u>C-2 (General Commercial)</u>	APPROVED/DENIED ZONING
APPROVED/DENIED DIRECTOR or DESIGNEE <u>Jewell Richardson</u>	APPROVED/DENIED FIRE MARSHALL
APPROVED/DENIED CBI	APPROVED/DENIED ENVIRONMENTAL HEALTH
APPROVED/DENIED POLICE	APPROVED/DENIED OTHER

A hand car wash is not permitted under section 15.08.05 - Commercial Car Washes

RECEIVED

APR 05 2021

To whom this may concern,

City of Locust Grove  
Community Development

I am writing this letter concerning my request for the approval of a Hand Car Wash. My name is Jasmine Mota and I've resided in Locust Grove, GA for two years now. I purchased my home in the area in hopes and the idea of convenience and comfort being close to a number of important necessities but not too close to Atlanta. Myself and a number of members of the Locust Grove community would really like to have a hand carwash centrally located in our neighborhood conveniently for use. I took the liberty in meeting up with several of the gas station owners in our community and got the approval for location and set up for the car wash. I planned out the cost and expenses for the equipment and the location. I am prepared to purchase a water container large enough to retain the water that we use to wash cars and for the chemicals utilized. I speak for many in the community when I say a Hand carwash is definitely a necessity for proper car maintenance & detailing. Although sometimes the automatic car wash comes in handy when people are in a rush, however the majority of time people would like the luxury of a hand car wash. The benefits of a hand car wash are beneficial for our community offering auto detailing for the interior and exterior of each vehicle. Hand car waxing, washing, vacuuming, polishing & much more. Automatic car washes damage the exterior paint, the longevity appearance of the vehicle by scratching the exterior and half washing the bug stains, dirt and grime. The hand carwash can protect you and your loved ones from harmful germs and bacteria, it preserves the beauty of our vehicles, its economical in the long run, it prevents premature rusting amongst other many great benefits. Ultimately this hand carwash would offer employment to the unemployed to help improve the financial deficiency for some families, it will help boost fuel efficiency and it can also help improve the environment. I am aware that the decision was made on the denial of the Hand carwash, however I ask that you reconsider all sources and factors involved. This hand car wash can and

**will improve the community, also be a convenient and beneficial luxurious service for our community. Instead of people sitting in an hour long of traffic to travel all the way to Atlanta to get VIP car service we can offer it right in Locust Grove, GA. Thank for your time and attention on this matter.**

**Kind Regards,  
Jasmine Mota**

## Daunte Gibbs

---

**From:** Daunte Gibbs  
**Sent:** Thursday, April 22, 2021 9:26 AM  
**To:** bellahairbyjazz@gmail.com  
**Cc:** Markeya Moore; Gewel Richardson; Joan Cook; Andrew J. "Andy" Welch, III; Bert Foster; Tim Young  
**Subject:** MJ's Hand Car Wash--Notice of Denial 4.22.2021  
**Importance:** High

Greetings Jasmine Mota,

Regarding your business license application for MJ's Hand Car Wash, Section 5.04.100 (F) of the City of Locust Grove Municipal Code states, "If the administrator determines that the application is not in order or any requirements for the license have not been met, then the administrator shall deny the application and immediately provide written notice of the denial and the grounds therefor to the applicant. The applicant may appeal the denial to the mayor and council within ten days of the denial notice being issued. The mayor and council shall hold a public hearing on the appeal within ten days of the appeal being filed with the city clerk. The mayor and council, within ten days of the hearing, may order the license granted with or without conditions or may affirm the denial of the application. The decision shall be based only upon a finding by the mayor and council that the administrator was correct or erred in the interpretation of the regulations involved or the facts of the case."

In accordance with the above Municipal Code section, this e-mail serves as your written notice of denial. Car Washes meeting or exceeding the commercial regulatory requirements of the City of Locust Grove Municipal Code Section 13.08.090 (see below) are permissible in the C-2 (General Commercial) zoning district. In reviewing your business license application for a hand car wash, no intent of meeting the commercial car wash regulatory requirements was indicated, illustrated, or provided. Therefore, your business license application for a MJ's Hand Car Wash was denied on March 23, 2021.

### 13.08.090 - Commercial car washes—General provisions.

A. Purpose and Intent. The purpose of this section is to reduce water consumption from commercial car wash facilities by requiring all new conveyor car washes to install operational recycled water systems.

#### B. Applicability:

1. This ordinance applies to all new conveyor car washes permitted and constructed after January 1, 2011, regardless of the water source.

2. The provisions of this section do not apply to conveyor commercial car washes that were permitted or constructed before January 1, 2011.

3. The provisions of this section do not apply to self-service car washes or in-bay car washes.

(Ord. No. 17-04-012, § 2, 4-3-17)

### 13.08.095 - Commercial car washes—Definitions.

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2. "Conveyor car wash" means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.

3. "Recycled water system" means a water system that captures and reuses water previously used in wash or rinse cycles.

4. "Self-service car wash" means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.

(Ord. No. 17-04-012, § 3, 4-3-17)

13.08.100 - Commercial car washes—Water recycling requirement.

A. All new commercial conveyor car washes, permitted and constructed after January 1, 2011, must install operational recycled water systems.

B. A minimum of fifty percent of all water utilized will be recycled.

(Ord. No. 17-04-012, § 4, 4-3-17)

You have the right to appeal this decision and we are in receipt of your letter of appeal. Per code section 5.04.100(F) above, the 10 day window to appeal begins the date of this written notification. Given that we are in receipt of your appeal letter, we will proceed with placing you on the next available City Council agenda, May 3, 2021 at 6:00 p.m., which will be held in the Council Chambers at the City of Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove GA 30248.

Thank you,

**Daunté Gibbs**

**Director**

**Community Development Department**

**City of Locust Grove**

**P.O. Box 900**

**Locust Grove, GA 30248**

**770.957.5043 (MAIN)**

**770.692.2355 (DIRECT)**







# Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

---

**Item:**            **Comprehensive Transportation Plan (CTP) Contribution**

**Action Item:**                        Yes                        No

**Public Hearing Item:**                Yes                        No

**Executive Session Item:**            Yes                        No

**Advertised Date:**            N/A

**Budget Item:**                Yes, Community Development Professional Services

5-7220-52.1200	4,311.25	12.32%	35,000.00
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**Date Received:**            April 15, 2021

**Workshop Date:**            April 19, 2021

**Regular Meeting Date:**        May 3, 2021

### Discussion:

---

The City received a letter (Exhibit #1) early in the year regarding the update to the Joint City/County Comprehensive Transportation Plan (CTP) that the Atlanta Regional Commission (ARC) awards jurisdictions every five years or so \$500,000 with a match by the local government. In the past, we have participated in this when the process began in 2005 (One Henry Initiative) and then again in 2016. Exhibit #2 is a response to the proposed division of the “local match” on the basis of 2010 Census population. Since we are already past the 2020 Census (although official figures have yet to be released), and that we have on the past expressed future SPLOST divisions by latest population figures, I am proposing we contribute by either a released 2020 Census Figure of population or by the most recent estimate. Overall impact would be a little more than \$1,000 and solidifies our position on these types of activities.

### Recommendation:

---

**Recommend APPROVAL of CTP participation based on 2020 Census Figures and letter to Henry County BOC.**



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

---

**Item: Request for a Special Event Permit for the Locust Grove High School Senior Class Parade on May 8, 2021.**

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** N/A

**Date Received:** April 27, 2021

**Workshop Date:** N/A

**Regular Meeting Date:** May 3, 2021

### Discussion:

---

Staff received a request for a Special Events Permit for the Locust Grove High School Senior Class Parade May 8, 2021. The race will begin at 1:00 PM. The applicant has answered the following questions:

- The duration of the event (including set up and break down)
  - Set up will begin approximately at 12:00 pm and should be wrapped up and cleaned up by 2:00pm.
- Contact information for the person who will be onsite on race day.  
**De'Ondre Harris 470-455-4673**
- Which merchants will have booths at the event?
  - None
- An approved race route from Locust Grove PD

- Yes, see attached route.

**Comments:**

---

None.

**Recommendation:**

---

**Staff recommends approval of the applicant's special event request.**

**I MOVE TO (APPROVE/DENY/TABLE) THE REQUEST FOR THE LOCUST GROVE HIGH SCHOOL SENIOR CLASS PARADE ON MAY 8, 2021.**



## SPECIAL EVENTS PERMIT APPLICATION

Applicant: <b>De'ondre Harris</b>	Submittal Date:
Organization: <b>Locust Grove High School</b>	Event Date(s)*: <b>May 8, 2021</b>
Type of Event: <b>Senior class Parade</b>	Event Time(s): <b>1:00 pm</b>

\*Please provide the following information a **minimum of thirty (30) days** prior to the event date.

This request will be placed on the next available City Council agenda for a hearing.

The applicant (or designated representative) must attend this hearing.

Applicant's local address:	154 Hacienda Ave. Locust Grove, GA 30248
Applicant's e-mail address:	deondreharris810@gmail.com
Location of the Event:	
Name and telephone number of onsite contact who will be onsite for the duration of the event.	470-465-4673
Description of the nature of the special event:	Parade for the class of 2021
Identify sponsors and/or merchants participating in the event.	Seniors participating in Parade
Identify types of goods to be sold*, if any <i>*Additional permits may be required</i>	
Duration of the event (including setup and take down)	45 mins to 1 hour
Description of music/entertainment*: <i>*City's Noise Ordinance prohibits loud music/voices after midnight.</i>	Shouting   Chanting & Loud music

### Additional required information:

- Written permission from the property owner
- Legible copy of the applicant's driver's license (or other State issued ID)
- If the event is a road race, parade, march, running or cycling along public streets, attach a proposed route for review and approval.
  - List number of police officers/public works staff requested – additional fees may apply
- All fees\* are payable to the City of Locust Grove in the amount of \$150
  - *\*If the event is for a non-profit organization wishing to waive the fees, proof of the organization's non-profit status must be submitted.*
- **FOR PROFIT EVENTS ONLY:** Complete the "Georgia Bureau of Investigation – Georgia Crime Information Center Consent Form" for a background check.
- **FOR PROFIT EVENTS ONLY:** Complete the attached "E-Verify Affidavit"
- **FOR PROFIT EVENTS ONLY:** Complete the attached "Affidavit Verifying Status for Receipt of Public Benefits"

Signature: De'ondre Harris Date: 25 April 2021

PROVISIONAL DRIVER'S LICENSE  
Governor: *B. R.* UNDER 21

**CONFIDENTIAL**

18 EYES BRO  
18 HGT 5'-08"  
180 LB

**Exhibit #1**

07/25/2009 5 00 450507903870020000

# LGHS Senior Parade Operations Plan

Date: April 23, 2021

Prepared by: Capt. M.F. Long

Operation Type: Security / Traffic Control

Multi-Agency Operation: No

Civilian Contact: Deondre Harris

[Deondreharris810@gmail.com](mailto:Deondreharris810@gmail.com)

470-455-4673

## **Participating Agencies:**

Locust Grove Police Department

Location of Operation: Hwy 42 (SR 23) Locust Grove, GA 30248

Date(s) of Operation: May 08, 2021

Operation Start Time: 1300 hours

Operation End Time: Upon completion of LGHS Senior Parade

Briefing Location: 3640 Hwy 42 Locust Grove GA 30248  
(Locust Grove Police Department)

Briefing Time: 1230 hours

**EXECUTION TIME: 1300 hours**

Staging Area for Parade: Locust Grove Elementary School

Command Post: Locust Grove Police Department



## **Synopsis of Operation**

Provide security and traffic control for the Locust Grove High School Senior Parade.

## **Operation Details**

Operation will begin with Locust Grove Police officers meeting at the police department to review locations and obtain traffic cones if needed for their position. Officers will then secure their parade positions. Officers at the line-up positions will aid the parade participants in lining up along Martin Luther King Jr. Blvd (beside the Locust Grove Post Office).

At 1245 hrs, officers will close off Hwy 42 and allow vehicles already within the parade area to process out. Officers will use the radio to communicate when the area is clear. The parade will pull out at 1300 hrs from Martin Luther King Blvd onto Hwy 42 lead by the parade marshal (Mayor Price). After the last member of the parade turns on to Hwy 42, the officer at Hwy 42 @ MKL Blvd intersection will follow the parade with emergency lights active allowing northbound traffic on Hwy 42 to follow. Other officers will release traffic at their positions after the parade passes them. Southbound traffic will be allowed to flow normally. Northbound traffic will be allowed to follow the parade. Parade participants will either need to turn in to Locust Grove City Hall (3644 Hwy 42) or join the regular northbound traffic once north of the City Hall entrance. After the last parade vehicle exits the parade route, officers will release traffic to flow normally.

## **Personnel Assigned**

### Locust Grove Police Department

Chief Austin or Captain Long

Lt. Ricks

Lt. Morris

Sgt. Borders

Ofc. Pitts

Ofc. McDowell

Ofc. Hughes

Ofc. James

Ofc. Lawrence

Ofc. Jones

Ofc. Crawford

Ofc. Moseley

Ofc. Hutcherson

## Assignments

- Event Lead: Chief Austin or Captain Long
- Traffic Control: Locust Grove Police Department
- Parade Marshal: Mayor Price
- Command Post: In the event of a mass incident that would require a command post, the Locust Grove Police Department will be utilized for such planning and decision making.
- S.R.T. Team: It is our policy in the event of a situation beyond the capabilities of the patrol setting which require the usage of a “SWAT” team, we will activate and utilize the Henry County Sheriff’s Office S.R.T. Team.
- Radio Channel: All necessary radio traffic will be conducted over the Central Dispatch (LGPD Tac) radio channel to Henry County Communications.

## Contingency Plans

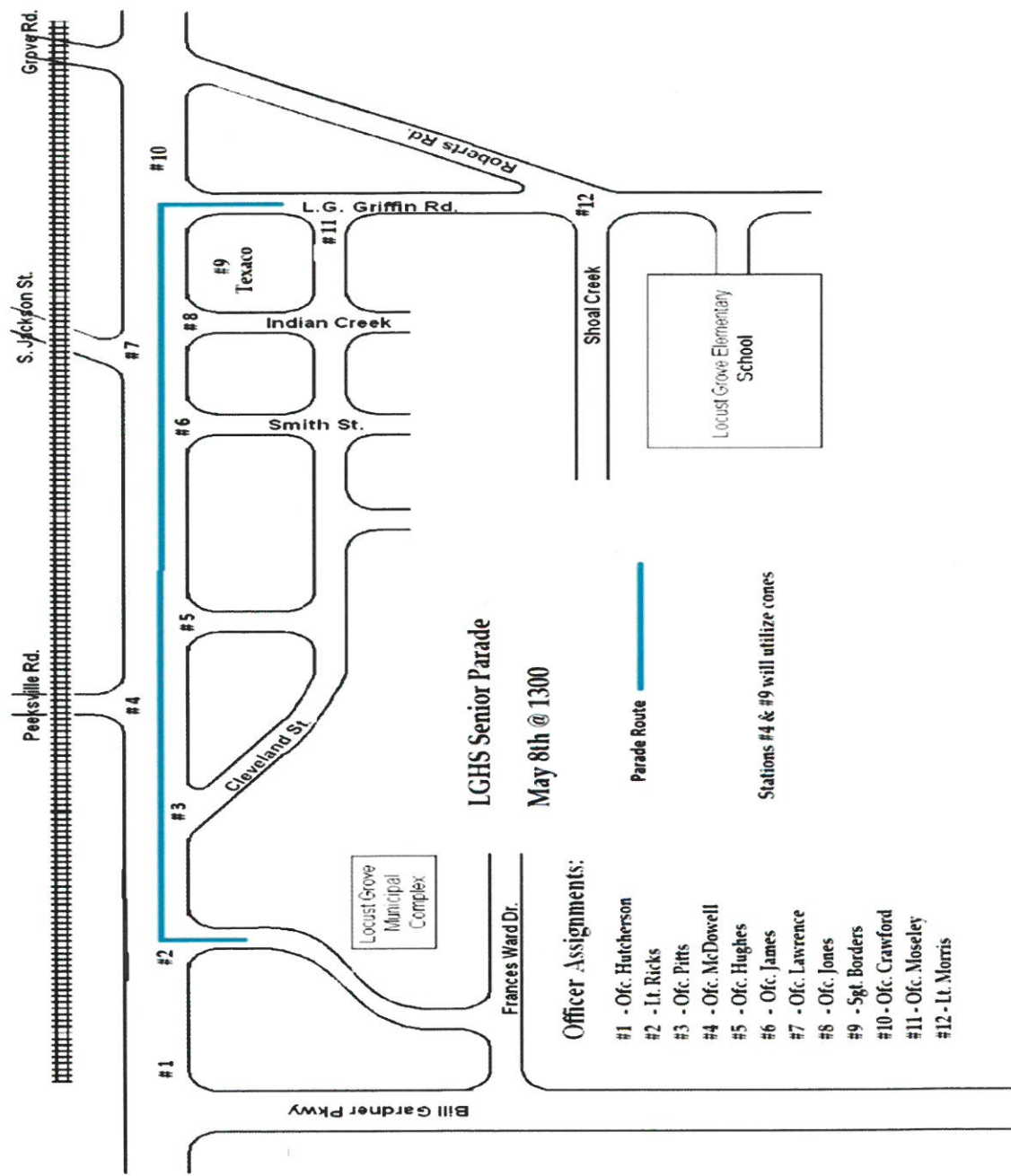
The mere physical presence of police hopes to be a deterrent of crime, aid in maintaining the flow of traffic, and public order. If such criminal behavior arises, law enforcement personnel will handle the situation accordingly.

If a medical emergency were to arise, officers on scene will have a first aid bag along with an AED. All officers of the department are trained to render first aid until arrival of Henry County Emergency Medical Services.

### Henry County EMS Deployment:

- 1<sup>st</sup> Response Station #2      35 Frances Ward Dr, Locust Grove, GA 30248  
2<sup>nd</sup> Response Station #14      1875 Hampton Locust Grove Road Locust Grove, GA 30248





**LGHS Senior Parade**

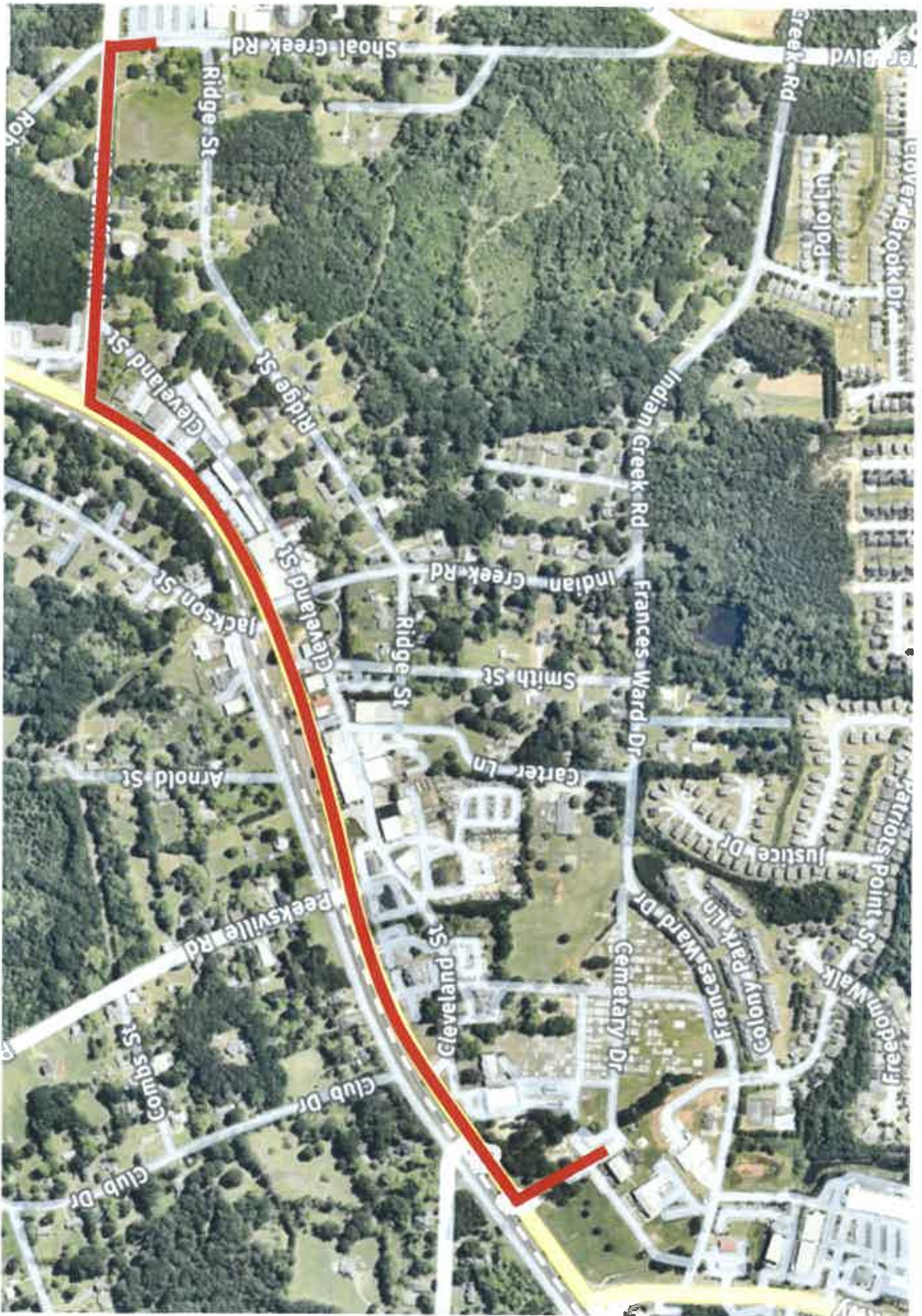
May 8th @ 1300

**Officer Assignments:**

- #1 - Ofc. Hatcherson
- #2 - Lt. Ricks
- #3 - Ofc. Pitts
- #4 - Ofc. McDowell
- #5 - Ofc. Hughes
- #6 - Ofc. James
- #7 - Ofc. Lawrence
- #8 - Ofc. Jones
- #9 - Sgt. Borders
- #10 - Ofc. Crawford
- #11 - Ofc. Moseley
- #12 - Lt. Morris

Parade Route ———

Stations #4 & #9 will utilize cones





**Police Department**  
P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

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**Item:** Amendment to Police SOP Section A-020 Code of Conduct

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Incremental – General Fund/Dept. 3230 – Public Safety

**Date Received:** April 28, 2021

**Workshop Date:** N/A (New Business Item for May 3, 2021)

**Regular Meeting Date:** May 3, 2021

### Discussion:

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Attached is a revision to Section A-020 Code of Conduct. As you may recall, the SOP is to be reviewed and brought to you at least annually. In this instance, a recommendation is to amend the section on Code of Conduct A-20 IV Rules of Conduct E2. Adding the following: Officers have the duty and obligation to intervene to prevent or stop the know and apparent use of excessive force by another officer when it is objectively reasonable to do so. This is required for the department to be in compliance with the U.S. Department of Justice State and Local Law Enforcement Certification. Executive Order 13929, Safe Policing for Safe Communities.

### Recommendation:

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**APPROVE ORDINANCE TO AMEND CHAPTER 2.24 ENTITLED POLICE DEPARTMENT TO AMEND SECTION 2.24.030 ENTITLED “POLICE STANDARD OPERATING PROCEDURES”; TO ADOPT NEW SECTION A-020 OF THE STANDARD OPERATING PROCEDURES; TO REQUIRE A COPY OF SAME TO BE MAINTAINED ON FILE WITH THE OFFICE OF THE CHIEF OF POLICE AND THE OFFICE OF THE CITY CLERK; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

ORDINANCE NO. \_\_\_\_\_

**TO AMEND THE “STANDARD OPERATING PROCEDURES” OF THE CITY OF LOCUST GROVE; TO AMEND SECTION A-020 OF THE STANDARD OPERATING PROCEDURES; TO REQUIRE A COPY OF SAME TO BE MAINTAINED ON FILE WITH THE OFFICE OF THE CHIEF OF POLICE AND THE OFFICE OF THE CITY CLERK; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1. Amendment of the Police Standard Operating Procedures.** The Mayor and Council hereby amend the Standard Operating Procedures of the City of Locust Grove Police Department by repealing the existing Section A-020 and replacing same with the new Section A-020 which is attached hereto and incorporated into the Code by reference and herein as **Exhibit “A”**. A copy of said SOP, as amended, shall be maintained in the office of Chief of Police and the office of City Clerk.

**SECTION 2. Codification.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 4. Severability.**

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of this Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections,

paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 5. Repeal of Conflicting Provision.** 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 immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this \_\_3<sup>rd</sup>\_\_ day of \_\_May\_\_\_\_, 2021.

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ROBERT PRICE, Mayor

ATTEST:

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MISTY SPURLING, City Clerk  
(Seal)

APPROVED AS TO FORM:

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CITY ATTORNEY

**EXHIBIT “A”**

**AMENDMENTS TO THE POLICE STANDARD OPERATING PROCEDURE  
FOR THE CITY OF LOCUST GROVE, GEORGIA POLICE DEPARTMENT –  
May 3, 2021**

**Section A-020 “Code of Conduct” (amended)**

**LOCUST GROVE POLICE DEPARTMENT**  
**STANDARD OPERATING PROCEDURE**

**SECTION: A-020 CODE OF CONDUCT**

**EFFECTIVE DATE: June 1, 2014**

**NUMBER OF PAGES: 19**

**REVISED DATE: May 3, 2021**

**DISTRIBUTION AUTHORIZATION:**

**Chief Derrick B. Austin**

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**I. PURPOSE**

It is the purpose of this policy to provide guidelines of conduct for members of the Locust Grove Police Department. These rules are not intended to restrict the privileges of the members of the Locust Grove Police Department but to assist all members of the department achieve a higher standard of professionalism and fairness throughout the department.

**II. POLICY**

It is the Policy of the Locust Grove Police department to establish and up hold a code of conduct applicable to all employees of this department. The code of conduct shall govern the actions of employees in on and off duty conduct that may compromise the integrity of the Locust Grove Police Department. Any violation of these rules will be subject to disciplinary action. The department shall provide annually, ethics training to all personnel.

**III. CODE OF ETHICS**

All sworn law enforcement officers in the Locust Grove Police Department, or those members vested with law enforcement authority as a result of their employment with the Locust Grove Police Department will, at all times, abide by the following Code of Police Ethics:

***As a law enforcement officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful, violence or disorder; and to respect the constitutional rights of all persons to liberty, equality and justice.***

***I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my Department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.***

***I will never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice, or ill will, never employing unnecessary force or violence and never accepting gratuities.***

***I recognize the badge of my office as a symbol of public faith and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...law enforcement.***

All Civilian employees of the Locust Grove Police Department will, at all times, abide by the following Code of Ethics:

***I am dedicated to serving the public.***

***I will exhibit honesty and integrity through ethical behavior.***

***I will assure that all rules and regulations which govern my position are not violated in any manner.***

***I will keep my private and social life free from criticism.***

***I will be mindful of the welfare of others, regardless of race, creed or religion.***

***I will obey the laws of the land.***

***I will obey and enforce the rules and regulations of my agency without fear, favor or ill will.***

***I will not divulge confidential information I receive during the performance of my duties except as required by law or this policy.***



***I will never act in a selfish manner or let my personal feelings, friendships, prejudices or animosities influence my decisions.***

***I will recognize the high responsibility of my position as a symbol of public faith and will be faithful to the ethics of public safety service.***

***I will constantly strive to achieve those objectives and ideals of my profession.***

#### **IV. RULES OF CONDUCT**

##### **A. DUTY TO ABIDE BY ALL LAWS AND ORDERS**

Members of this Department shall abide by all federal, state and local laws, policies, and all official communications of the Locust Grove Police Department and the City Locust Grove Rules and Regulations.

This Manual applies to members of this Department on-duty, working police related part-time jobs, working special assignments and various off-duty conduct that is covered by rules, regulations, and procedures in this Manual.

##### **B. INSUBORDINATION**

Insubordination, which shall include, but not be necessarily limited to any failure or deliberate refusal to obey a lawful order given by a superior or any disrespectful, mutinous, insolent, or abusive language or action toward a superior whether in or out of the presence of the superior, is prohibited.

##### **C. PROMPT PERFORMANCE OF DUTY / NEGLIGENCE OF DUTY**

Neglect of duty is failure to promptly perform as directed, all lawful duties required by constituted authority, notwithstanding the general assignment of duties and responsibilities. Therefore, there shall be no failure to give suitable attention to the performance of duty. Examples include, but are not limited to: failure to take appropriate action on the occasion of a crime scene, disorder, or other act or condition deserving attention; absence without leave, failure to report to duty at the time and place designated; unnecessary absence from one's assignment during a tour of duty; failure to perform duties or comply with any rule or regulation, general order, or special order; or failure to conform to department operating policies and/or procedures and in the case of a superior or supervisor, the failure to properly supervise.

##### **D. DUTY TO READ/UNDERSTAND/COMPLY WITH ORDERS**

Failure to read and/or comply with all laws, rules and regulations, general and special orders, policies and procedures of the Department and written and verbal orders of a supervisor is prohibited. To this end, it shall be considered Neglect of Duty to fail to inquire of a supervisor the meaning or application of any law, rule or regulation, general or special order, policy or procedure or written and verbal order.

#### E. ISSUANCE OF ORDERS

Orders from supervisors to subordinates shall be in a professional, clear, understandable language, civil in tone and manner and issued in pursuit of departmental business.

Issuance of orders may also include orders relayed from a superior by an employee of the same or lesser rank

#### F. UNLAWFUL ORDERS

No supervisor shall knowingly issue any order that is in violation of any law, ordinance or departmental policy. Obedience to an unlawful order is never a defense for an unlawful action; therefore, employees are not required to obey any order, which is contrary to any law or ordinance. Responsibility for refusal to obey rests with the employee. He or she will be required to justify his or her action.

#### G. UNJUST OR IMPROPER ORDERS

Employees who are given orders, which they feel to be unjust or contrary to rules or regulations, may first question the order in a professional and respectful manner with the issuing authority. If the order is lawful and stands as issued, the employee will be expected to obey the order to the best of his or her ability and then may proceed with any remedy provided.

#### H. CONFLICTING ORDERS

Upon receipt of an order conflicting with any previous order or instruction, the effected member will advise the person issuing the second order of this fact. Responsibility for countermanding the original order then rests with the individual issuing the second order. In no event shall a subordinate officer countermand a superior officer's order unless immediate danger to lives or property exists.

#### I. DUTY TO SUPPORT THE DEPARTMENT AND ALL MEMBERS

Members of this Department shall cooperate with, support and assist each other at every opportunity, and no member shall maliciously criticize the work or the manner of performance of another.

It shall be the duty of every member of the Department to refrain from originating or circulating any malicious gossip to the intended detriment of the Department or any member thereof.

#### J. DUTY TO SUPPRESS MUTINOUS CONDUCT

No member of this Department shall originate, create, incite, cause or join any mutinous or seditious movements within the Department. Members having knowledge of such movement shall immediately report such movement in writing to their immediate supervisor.

#### K. DUTY REGARDING CONDUCT

A police officer, having a position of trust and civic responsibility, should so conduct himself/herself as to merit the confidence and respect of the public and his or her fellow officers and see that no taint of impropriety attaches to him or her.

Members of this Department shall at all times conduct themselves in such a manner as to reflect a favorable image on themselves and the Locust Grove Police Department. Members shall consider it their duty to be of service to the general public and to render that service in a kind, considerate, and patient manner.

Profane language in dealing with the public will not be tolerated, nor will disrespect for the political or religious views of others to be accepted.

#### L. DUTY REGARDING RESPECT OF FELLOW EMPLOYEES

All members of this Department shall treat superiors, subordinates and associates with respect. When on-duty, particularly in the presence of others, officers shall be referred to by rank or title.

They shall be courteous and civil at all times in their relationships with one another.

Command and supervisory employees shall support subordinates in their actions and orders when they can do so reasonably.

They shall avoid censuring subordinates in the presence of others and shall not injure or discredit those under their authority by intentional conduct or by abusive conduct.

This section shall not be construed to prohibit informal oral reprimands or constructive criticisms directed to a subordinate. Any acts of counseling, disciplining, complaining or criticizing must be done positively and constructively in an appropriate setting.

M. DUTY NOT TO GIVE FALSE OR MISLEADING INFORMATION

No member of this Department shall knowingly give any false or misleading information concerning the duties, responsibilities, or actions of the Department or any member thereof, nor withhold any information that is their duty to report, nor falsify any Department documents.

N. DUTY TO GIVE NAME, BADGE NUMBER AND IDENTIFICATION UPON REQUEST

Failure to furnish identification as is consistent with one's duty is prohibited. To this end, all department employees shall politely give their name, badge number or police identification to any person upon request.

O. DUTY REGARDING SPECIAL CONSIDERATION

No member of this Department shall seek assistance other than through the appropriate chain-of-command to obtain changes in duty assignments, promotional status, disciplinary actions or other Department matters.

P. DUTY NOT TO SOLICIT MONEY, GOODS OR SERVICES

No member of this Department, on or off-duty, shall solicit money, goods, services or special consideration except for charitable purposes and then only after obtaining permission from the Chief of Police.

Q. DUTY TO REFRAIN FROM ACCEPTING MONEY, GOODS OR SERVICES

No member of this Department shall accept money, goods, services or special consideration as an inducement to perform or refrain from performing an official act. If the donor is anonymous or it is impossible to return the gift to the donor, the disposition of the gift will be made by the Chief of Police.

Members of this Department shall not accept gifts from other member's junior in rank or position other than on special occasions, such as holidays or birthdays, without first obtaining permission from the Chief of Police.

R. DUTY TO REFRAIN FROM COLLECTING OR ACCEPTING MONEY

No member of this Department shall accept, collect, or attempt to collect any monies except those ordered collected by the Chief of Police, or his or her designee, for official purposes. Members shall not accept any money for services performed by them in their official capacity. Whenever monies are collected for official purposes, the proper receipts shall be issued and forwarded to the proper authority together with the monies collected. This does not prevent a member from collecting monies for a part-time job.

#### S. DUTY TO REFRAIN FROM CIRCULATING MALICIOUS CRITICISM OF OTHER GOVERNMENTAL DIVISIONS

Members of this Department shall refrain from circulating malicious criticism of other governmental departments and employees. Members shall report, in writing to their immediate supervisor, all instances where they have not received cooperation from other governmental employees regarding business of an official nature.

#### T. DUTY TO REFRAIN FROM DISCLOSING ANY INFORMATION RELATING TO POLICE ACTIVITIES

Without the permission of a supervisor, it is prohibited to discuss matters of a confidential nature with anyone involving the operations and official business of the Department, Unit or Assignment. Additionally, all employees are prohibited from passing criminal history, driver's history information or any other document that is considered confidential to unauthorized persons. (For purposes of this section, all Department documents and orders are to be considered confidential unless identified otherwise by a supervisor. This section does not apply to orders that are of the nature that they must be communicated to others.)

#### U. PERSONAL APPEARANCE

While on duty, all employees shall be neat, clean, and well groomed. Dress will be appropriate given the position/function of the employee and shall reflect standards that depict public service employees in the best image.

Personal appearance reflects upon an employee's competency, efficiency and pride as a member of the Department and the ability of the City and Department to foster and enhance a professional image. Therefore, the failure to:

1. Correctly wear the proper uniform and equipment;
2. Maintain the uniform and equipment in clean working order; and
3. Comply with uniform dress and personal appearance procedures in this Manual is prohibited.

V. DUTY TO REFRAIN FROM CONDUCTING PERSONAL BUSINESS WHILE ON-DUTY

Members of this Department shall refrain from conducting personal business while on-duty.

W. TRUTHFULNESS/COOPERATION

Conducting business in a less than truthful manner is prohibited.

X. FIGHTING

Fighting with another member of the Department is prohibited.

Y. VEXATIONS/UNNECESSARY COMPLAINTS

Making a vexatious or unnecessary complaint against a fellow member of the Department is prohibited.

Z. SOLICITATION OF FAVORABLE ACTS

Soliciting anyone to intercede with the Chief of Police, any City Councilman/Councilwoman, Mayor, legislative body or any elected or appointed official in relation to promotions, departmental assignment, the disposition of pending charges or findings in a disciplinary proceeding is prohibited. Nothing in this Section shall be construed to be applicable to licensed attorneys-at-law of the state, when representing an employee/member of the Department.

A1. FEES/REWARDS

Acceptance or receipt of any fee or reward for services rendered in the line of duty without the knowledge and written consent of the Chief of Police, or his or her authorized agent, is prohibited.

B1. BUYING/RECEIVING/SELLING ITEMS

Buying, receiving or selling anything of value from or to any complainant, suspect, witness, defendant, prisoner or other person involved in any case which has come to the attention of, or which arose out of, department employment, except as may be specifically authorized by the Chief of Police, is prohibited.

C1. OFF-DUTY EMPLOYMENT

Off-duty employment without the knowledge and approval of the Chief of Police, or his or her designated agent, is prohibited. All off-duty employment shall be reported in writing, on the Request for Part-Time Employment Form and shall be approved through the employee's immediate supervisor and upward through the chain-of-command. All forms after receiving final approval of the Chief of Police will be filed in the Chief's office. Copies will be forwarded to the employee's Shift Supervisor for distribution to the employee.

#### D1. PAYMENTS OF DEBTS/LEGAL LIABILITIES

Willful or negligent failure to pay all just debts and legal liabilities is prohibited.

#### E1. WITHHOLDING INFORMATION ON CRIMINAL ACTIVITY

Failing to report or withholding information on criminal activity is prohibited.

#### F1. CONDUCT UNBECOMING - ON/OFF DUTY CONDUCT

Engaging in conduct on or off duty which adversely affects the efficiency of the department and has a tendency to destroy public respect for the employee and the department or destroys confidence in the operation of the city service is conduct unbecoming and is prohibited.

Examples of such conduct shall include, but not be limited to the following:

1. Fraud in securing employment;
2. Conviction of any felony or of a misdemeanor involving moral turpitude or the entry of a plea of nolo contendere to either;
3. Misuse of City funds or property;
4. Falsification of City records, including application forms, time records and financial records for personal profit or to grant special privileges;
5. Reporting to work or working under the influence of alcohol or drugs or partaking of such substances during working hours (prescribed medication that does not adversely affect an employee's ability to perform assigned work may be taken within the limits set by a physician so long as medically necessary);
6. Instigation of, participation in or leadership of a strike, sit-down, stay-in, sympathy strike, walk-out, slow-down, sick-out or any other interference with stoppage or restriction of work;

7. Concealment of or failure to report any employment, ownership interest or personal activity in conflict with the legitimate interests of the City;
8. Engaging in infamous or notoriously disgraceful conduct that adversely affects the City's legitimate interests;
9. Insubordinate, rebellious or factious conduct, harassment or grossly disrespectful behavior toward other employees and/or City officials;
10. Fighting during working time or on City property.

#### G1. DUTY TO REFRAIN FROM REVEALING TELEPHONE NUMBERS

No member of this Department shall disclose any private telephone number or address of any member of this Department to the general public.

#### H1. RESIDENCE - TELEPHONE / ADDRESS

Employees shall maintain a working telephone, hard wired or cell, at their residence. Employees shall promptly notify the Chief's Office, via chain-of-command, of any change of telephone number or any change of address.

#### I1. FRAUDULENT APPLICATIONS

Any member of this Department who misrepresented the facts in applying for a position with this Department or in any subsequent applications for assignments in the Department, through false statements or failure to disclose pertinent information shall be subject to disciplinary action up to and including dismissal.

#### J1. DUTY REGARDING USE OF CITY POSTAGE

City purchased postage supplies will not be used for mailing material that is not of a Department or City related nature.

#### K1. DUTY TO INVENTORY IMPOUNDED VEHICLE

Members of this Department shall inventory and document the contents of every vehicle being impounded. This shall be done in order to protect the department and its members against claims of any theft or loss of property left in the vehicle at the time of the impoundment.

#### L1. STATUS WHILE OFF-DUTY



Members of this Department shall refrain from acting in their capacity as law enforcement officers, while off-duty, except in cases of emergency or when serious criminal offenses have been committed.

Members are considered on-duty when traveling in their police vehicle or on Department approved business.

#### M1. DUTY REGARDING ON-CALL STATUS

Members of this Department are subject to call twenty-four (24) hours a day and may be recalled from vacation, leave or off-days whenever necessity demands. This shall not prohibit a Member of this Agency from partaking in activities that may make him ineligible to report for duty during his off time. Those Members who are on call for a specific reason and period of time (i.e. – to meet minimum staffing requirements, traffic accident investigations, criminal investigations or certain members during severe weather watches or other identified needs) shall be fit for duty as long as they are on call.

#### N1. OVERTIME

Any and all overtime must be approved by the affected Shift Supervisor.

#### O1. DUTY TO BE PROMPT AND PUNCTUAL

Members of this Department shall be prompt and punctual when reporting to their official duties.

#### P1. DUTY TO BE ALERT

Members of this Department shall remain alert and not sleep while on duty.

#### Q1. REMAINING AT DUTY STATION

Members of this Department shall remain at their assigned station and/or at their duty assignment unless and until they are appropriately relieved by a supervisor or dispatched by the Communications Center.

#### R1. DUTY TO HAVE LEAVE PROPERLY AUTHORIZED

Members of this Department shall take leave only when properly authorized by a supervisor.

#### S1. ABSENCE FROM WORK WITHOUT LEAVE (A.W.O.L.)

Absence from assigned workstation without permission is prohibited.

#### T1. EXCESSIVE ABSENTEEISM

The habitual or patterned use of sick leave or leave without pay, not supported by competent medical evidence or other proof of necessity, is prohibited.

#### U1. ILLNESS/CONDITION (PHYSICAL/MENTAL) SICK LEAVE

Failure by an employee to notify the supervisor when he or she becomes ill or injured and cannot report for work or if there are any changes in his or her physical/mental health that could impair one's abilities to carry out job assignments is prohibited. Notification shall be no later than one hour prior to start of shift. The use of sick leave without just cause, false statement or the furnishing of any false information with reference thereto by any member of the Department is also strictly prohibited.

#### V1. UNAUTHORIZED PARKING

Parking in designated handicap permit parking spaces or marked fire lanes, unless responding to an actual emergency or picking up or discharging passengers, is also prohibited as well as in violation of state and local laws.

#### W1. DUTY WITH REGARD TO POSTED INFORMATION

Documents of official City or Department business should be posted in a conspicuous and designated location in the workspace of each unit. Members of the Department are responsible for reading the posted information each working day and signing the appropriate forms for all department related memos as required. Other items, not relating to business, may be posted only on the authority of the Chief of Police.

Destroying or defacing any official written notice relating to Department or City business is prohibited. The posting of or circulation of any notices of a non-official, derogatory character relating to any person, group or police activity is prohibited.

Members of this Department shall not remove any item posted except by approval of the Chief of Police.

#### X1. PROHIBITED ASSOCIATION/FREQUENTING

Frequenting or associating with person(s), organization(s) or place(s) known to be involved in criminal activity, unless necessary for police business, where such associating or frequenting would be detrimental to the image of the Department or the City, is prohibited.

#### Y1. SUBVERSIVE ORGANIZATIONS

No employee shall knowingly be a member of or affiliated with any subversive organization whose avowed purpose advocates the overthrow or disruption of the lawful function of any federal, state, county or municipal government. Exceptions may be made when necessary in the performance of duty and only with the express permission of the Chief of Police.

#### Z1. DUTY NOT TO BE DEPUTIZED

No member of this Department shall be sworn as a peace officer, deputy, marshal, constable, or institutional officer without the approval of the Chief of Police. In the event such request is approved, members should bear in mind that their primary responsibility is to the City of Locust Grove Police Department.

#### A2. DUTY TO REFRAIN FROM RECOMMENDING CERTAIN SERVICES

Members of this Department shall not, in their official capacity, recommend any particular legal counsel, bonding company, wrecker service or any other business or profession.

#### B2. DUTY TO IMPOUND VEHICLES INVOLVED IN TRAFFIC ACCIDENTS

Anytime a vehicle is involved in a traffic accident, and the driver is not able to care for its contents (i.e., - he is injured, being transported to the hospital and no one else is coming to get the vehicle or its contents), that vehicle is to be impounded by the officer handling the accident.

#### C2. DUTY TO RESPOND TO CALLS

Members shall respond to all dispatched calls for police services without argument and unnecessary delay. No officer shall fail to aid, assist or protect a fellow officer or citizen to the fullest extent of his / her professional capabilities in time of need and in accordance with the policies and procedures of the Department.

#### D2. UNAUTHORIZED PERSONS IN VEHICLES

Allowing unauthorized persons to ride in Locust Grove Police Department vehicles is prohibited. Only the Chief of Police or his designated agent may grant such authorization and only after a waiver has been signed and a criminal history has been reviewed to ensure the ride is for an approved purpose.

## E2. USE OF FORCE

Use of force that is excessive to accomplish one's lawful purpose is prohibited. Every member shall refrain from using unnecessary force of violence and shall not strike a prisoner or person except in self-defense. Officers have the duty and obligation to intervene to prevent or stop the know and apparent use of excessive force by another officer when it is objectively reasonable to do so.

## F2. MISCONDUCT KNOWN TO DEPARTMENTAL PERSONNEL

Failure to report an employee's violation of a law, rule or regulation, policy or procedure or a general or special order is prohibited. Therefore, all such violations shall be reported to a supervisor of the appropriate level of the chain of command.

## G2. DUTY WITH REGARD TO CIVIL PROCEEDINGS

No member of this Department shall start any civil proceedings arising out of a law enforcement activity without first notifying the Chief of Police. Private civil actions, which have no connection with a member's department position or official action, are not within the scope of this rule.

## H2. DUTY TO REPORT SUMMONS AS DEFENDANT

Members of this Department shall immediately report, in writing, the facts of the matter to their immediate supervisor whenever they learn they are about to become a defendant in any criminal or job-related civil case. Members shall also report the facts of the matter to their immediate supervisor whenever they learn that any fellow member is about to be or is a defendant in any job-related civil case. The supervisor will contact the effected employee for validation of the information.

Any officer arrested for any reason must report the arrest to P.O.S.T. immediately. The agency must also report the arrest of one of its officers to P.O.S.T. as well as the arrest of an officer from any other agency.

A copy of the papers served should be furnished at the time of notification. The paperwork should then be forwarded through the chain-of-command to the Chief of Police, who will notify the City Manager.

## I2. COURT APPEARANCE

Members of this department who are subpoenaed to any judicial hearing (criminal or civil) will honor said subpoena and notify their immediate supervisor in a timely manner.

## J2. DUTY REGARDING ISSUED ITEMS

Members of this Department have the responsibility to maintain all issued items with diligence. Members have the responsibility to report all losses, thefts or damage of items consistent with Department policy.

Members deemed responsible for the loss or damage of issued items may, in addition to any disciplinary action given, be required to compensate the Department for the loss or damage in a manner prescribed by the Chief of Police or his designee. Negligence must be shown on the part of the member before compensation is required.

Failure to immediately report in writing all damage to vehicles, property, and equipment or to file such report which contains all known facts surrounding the cause and nature of the damage is prohibited. Additionally, members shall return all equipment owned by the Department upon separation and shall return any equipment when ordered to do so by a supervisor.

## K2. DUTY IN REGARD TO USE OF CITY SUPPLIES OR SERVICES

Members of this Department shall not draw city supplies or resources for their personal use. The use of the time, facilities, equipment or supplies of the Department for private gain or advantage is prohibited.

## L2. ALTERATION OR MODIFICATION OF CITY EQUIPMENT

Members of this Department shall not alter or modify any city equipment issued to them or to which they have access, except as provided below.

Any necessary modification or alterations may be made on the authority of the Chief of Police.

This rule shall not apply to the tailoring of uniforms.

## M2. USE OF PRIVATE EQUIPMENT

Use of private equipment for official purposes or while on duty, unless directed / authorized to do so by a supervisor or Chief of Police, is prohibited.

## N2. POSSESSION / USE OF ALCOHOL

No member of this Department shall purchase, possess, use or be under the influence of or have the odor of an alcoholic beverage on their person, of possess or have under his / her control an alcoholic beverage while in uniform, on-duty or in a city-owned vehicle, except in the line of duty.

Possession and / or use of alcohol or alcoholic beverages on duty, other than as authorized by specific job function or assignment, is prohibited. At no time will an on-duty employee of the Department use or be under the influence of alcohol to any degree or percentage, unless authorized by the Chief of Police.

(To determine one's fitness for duty, all evidence and / or circumstances up to and including the results of an intoxilyzer, urinalysis or blood test may be considered. In administering an intoxilyzer test, only a state certified operator, using a State certified instrument capable of printing test results, will be used. )

## O2. POSSESSION OF CONTROLLED SUBSTANCES

Because of the safety sensitive nature of police work and the implications concerning the operation of a police vehicle, weapons and other instrumentalities, every officer must be able to perform his or her duties in a safe and effective manner at all times while on duty. An officer shall not be under the influence of a controlled substance or medication where such use impairs the ability of the officer to perform his or her duties.

Any officer who possesses any concerns about his or her fitness to perform his or her respective duties had an affirmative obligation to report such concerns and/or limitations to his or her immediate supervisor who will make a decision concerning whether to modify that officer's duties and whether a reasonable accommodation can be made. Any officer taking a controlled substance prescribed by a duly licensed practitioner and/or over-the-counter medication which contains warning labels or instructions which implicate conduct which is part of the officer's normal duties shall obtain a medical release from his or her physician stating that such officer will be able to perform his or her assigned duties while taking such medication.

If the Chief, or his or her designee, has further concerns regarding the officer's fitness, he or she may seek further clarification or another opinion from a duly certified physician. Upon such additional opinion or clarification, the Chief, or his or her designee, may (1) require the officer to submit to a fitness for duty medical examination performed by an outside physician familiar with police work; (2) reassign the officer to alternate work; (3) place the officer on medical leave in accordance with the department's policy; or (4) relieve the officer from duty. The Department will bear any medical expenses incurred other than those of the officer's primary physician.

Notwithstanding the necessary transmittal of records between the respective physicians and an inquiry as to how the condition may affect the officer's safe and effective performance on duty; the Chief, his or her designee or

officer's supervisor shall not inquire into the officer's medical condition without the officer's consent.

## P2. REPORTS

Failure to promptly submit reports as are required by performance of an employee's duties or by constituted authority is prohibited. All reports shall be turned in at the end of the employee's duty day unless specifically authorized not to do so by a supervisor.

## Q2. DEPARTMENTAL RECORDS/REPORTS/CITATIONS

Stealing, forging, tampering with or the unauthorized altering of any Locust Grove Police record, report or citation is prohibited. To this end, the removal of any record, card, report, letter, document or other official file from the Department, except by process of law or as directed by the Chief of Police or a supervisor, is prohibited. Additionally, the obtaining/duplicating or attempted obtaining/duplication of any information from department files, sources or reports, other than that to which one is properly entitled in accordance with one's duties/assignments, is prohibited.

All police department documents will be shredded prior to being discarded.

## R2. DEPARTMENT FORMS

The appropriate departmental forms will be used for all required reports. All requests for modification or implementation of forms shall be made through the chain-of-command to the Chief of Police.

## S2. RECOVERED PROPERTY / EVIDENTIARY MATERIAL

Failure to relinquish to the designated agent of the department or properly handle all lost, stolen, recovered, abandoned or evidentiary material which comes into the possession of a Department member as a result of the performance of departmental duties is prohibited. To this end, all such material shall be turned over prior to the completion of the tour of duty unless otherwise instructed by a supervisor.

## T2. VIOLATION OF LAW

Violation or attempted violation of any Federal, State, County or Municipal law or ordinance is prohibited (whether criminal proceedings are instituted or not).

## U2. COOPERATION WITH ADMINISTRATIVE AND / OR INTERNAL INVESTIGATIONS

Failure to fully cooperate with administrative investigations as described in this Manual is prohibited.

Failure to answer questions, respond to lawful orders or render material and relevant statements in an internal department investigation, when such orders, questions and statements are directly related to job responsibilities, is prohibited.

(Nothing in this section shall be construed or administered to violate one's Federal or State constitutional rights.)

## V2. DUTY WITH REGARD TO E-MAIL AND INTERNET ACCESS

All e-mail that is sent must be of professional nature and will be of good taste. Anything that one does not wish for the general public, attorneys or anyone in the court system to see should not be put in an e-mail.

1. E-mail and internet access will be limited to City related business and not for personal use.
2. The use of e-mail and the internet for the purposes of accessing offensive representations or descriptions of sexual acts is prohibited and subject to disciplinary action unless as authorized for the purpose of a criminal or internal affairs investigation.
3. The loading or downloading of any material must be approved by competent personnel prior to the completion of the task.
4. All personnel of the Locust Grove Police Department should be familiar and understand the City of Locust Grove Internet Access Policy.

## W2. BUILDING SECURITY

Each employee will be granted a key or other technological access to gain entry to the police department and areas within the building. If an employee loses the mechanism allow entry, is damaged, stolen or lost that employee must report it immediately. All mechanisms of access will be returned at the time the employee ceases to be employed by the police department. Any person allowing another to gain access without the proper authority will be subject to disciplinary action.





**Police Department**  
P. O. Box 900  
Locust Grove, Georgia 30248

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

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## Item Coversheet

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**Item:** Amendment to Police SOP Section P-030 Use of Force

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Incremental – General Fund/Dept. 3230 – Public Safety

**Date Received:** April 28, 2021

**Workshop Date:** N/A – New Business Item for May 3, 2021

**Regular Meeting Date:** May 3, 2021

### Discussion:

Attached is a revision to Section P-030 Use of Force. As you may recall, the SOP is to be reviewed and brought to you at least annually. In this instance, a recommendation is to amend the section on Code of Conduct A-030 Use of Force, P-030 V. B. 5. **except in those situations where the use of deadly force is allowed by law, P-030 When its objectively reasonable that a suspect is fully in law enforcement control, then the force must be terminated, P-030 B. 1. Basic first aid.** Required for the department to be in compliance with the U.S. Department of Justice State and Local Law Enforcement Certification. Executive Order 13929, Safe Policing for Safe Communities.

### Recommendation:

**APPROVE ORDINANCE TO AMEND CHAPTER 2.24 ENTITLED POLICE DEPARTMENT TO AMEND SECTION 2.24.030 ENTITLED “POLICE STANDARD OPERATING PROCEDURES”; TO ADOPT NEW SECTION P-030 OF THE STANDARD OPERATING PROCEDURES; TO REQUIRE A COPY OF SAME TO BE MAINTAINED ON FILE WITH THE OFFICE OF THE CHIEF OF POLICE AND THE OFFICE OF THE CITY CLERK; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

ORDINANCE NO. \_\_\_\_\_

**TO AMEND THE “STANDARD OPERATING PROCEDURES” OF THE CITY OF LOCUST GROVE; TO AMEND P-030 OF THE STANDARD OPERATING PROCEDURES; TO REQUIRE A COPY OF SAME TO BE MAINTAINED ON FILE WITH THE OFFICE OF THE CHIEF OF POLICE AND THE OFFICE OF THE CITY CLERK; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1. Amendment of the Police Standard Operating Procedures.** The Mayor and Council hereby amend the Standard Operating Procedures of the City of Locust Grove Police Department by repealing the existing Section P-030 and replacing same with the new Section P-030 which is attached hereto and incorporated into the Code by reference and herein as **Exhibit “A”**. A copy of said SOP, as amended, shall be maintained in the office of Chief of Police and the office of City Clerk.

**SECTION 2. Codification.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 4. Severability.**

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of this Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections,

paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 5. Repeal of Conflicting Provision.** 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 immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this \_\_3<sup>rd</sup>\_\_ day of \_\_\_May\_\_\_, 2021.

\_\_\_\_\_  
ROBERT PRICE, Mayor

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, City Clerk  
(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT “A”**

**AMENDMENTS TO THE POLICE STANDARD OPERATING PROCEDURE  
FOR THE CITY OF LOCUST GROVE, GEORGIA POLICE DEPARTMENT –  
May 3, 2021**

**Section P-030 “Use of Force” (amended)**

# LOCUST GROVE POLICE DEPARTMENT

## STANDARD OPERATING PROCEDURE

**SECTION: P-030 USE OF FORCE**

**EFFECTIVE DATE: June 1, 2014**

**NUMBER OF PAGES: 15**

**REVISED DATE: May 3, 2021**

**DISTRIBUTION AUTHORIZATION:**

**Chief Derrick B. Austin**

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### I. PURPOSE

The purpose of this policy is to provide officers of the Locust Grove Police Department with guidelines on the use of less lethal and deadly force. It will also establish standard operating procedure for administratively investigating use of force incidents, both deadly and less lethal. The following procedures have been prepared for the internal use of the Police Department only and do not create a higher legal standard of safety or care with respect to claims by third parties. Any and all violations of this procedure may form a basis for Departmental actions only. Only violations of the law may form the basis for civil or criminal penalties.

### II. POLICY

The Locust Grove Police Department recognizes and respects the value and special integrity of each human life. Investing police officers with the lawful authority to use force to protect the public welfare requires a careful balancing of interests. Many decisions and actions of law enforcement officers have serious consequences, but none are as irrevocable as the decision to use force, particularly deadly force. Other means of force should be deemed ineffective or inappropriate before the officer resorts to the use of deadly force.

It is the policy of the Locust Grove Police Department that personnel will use reasonable force when force is used to accomplish lawful objectives and bring an incident under control while protecting the life of the Employee and others.

It is the policy of the Locust Grove Police Department that, under no circumstances, shall any officer or employee discharge their firearm for the purposes of firing a warning shot. Warning shots are considered an unauthorized use of deadly force because there is no discernable target.

### III. DEFINITIONS

#### A. AUTHORIZED WEAPON

Those weapon(s) with which the officer has demonstrated proficiency and received Agency training on proper and safe usage. In addition, the weapon(s) must be registered and comply with Agency specifications.

#### B. DEADLY FORCE

That degree of force that is likely to cause death, serious injury or great bodily harm.

#### C. FORCIBLE FELONY

Any felony that involves the use or threat of physical force or violence against any person.

#### D. FORCE

The unwanted touching directed toward another. This may involve the direct laying on of hands or the putting of an object into motion that touches the individual; therefore, Taser guns, water hoses, as well as a push from the hands are "use of force". Use of force is not necessarily wrong and in certain conditions, personnel have the duty and obligation to use it.

#### E. LESS LETHAL FORCE

A quantity of force that is neither likely nor intended to cause death, serious injury or great bodily harm.

#### F. REASONABLE BELIEF

The facts or circumstances, that the officer knows or should know, are such as to cause an ordinary and prudent officer to act or think in a similar manner under similar circumstances.

#### G. REASONABLENESS

The "reasonableness" of a particular use of force must be judged from the perspective of a reasonable officer on the scene, rather than with the 20/20 vision of hindsight. In analyzing reasonableness of an officer's action the court has taken hold of the "objective standard" of review to evaluate the circumstances (*Terry v. Ohio*, 392 U.S. 1, at 20-22). In Fourth Amendment contexts, the question is whether the officers' actions are "objectively reasonable" in light of facts and circumstances confronting them at the time of the incident (*Id.* at 21). The calculus of

reasonableness must embody allowance for the fact that police officers are often forced to make split-second judgments--in circumstances that are tense, rapidly evolving--about the amount of force that is necessary for a particular situation (*Graham v. Connor*, 490 U.S. 386, 397 (1989)).

#### H. SERIOUS INJURY/GREAT BODILY HARM

A bodily injury that creates a substantial risk of death, causes serious or permanent disfigurement or results in long term loss or impairment of the functioning of any bodily member or organ.

### IV. JUSTIFICATION

The reasonableness of a particular use of force must be judged from a perspective of a reasonable officer on the scene and its calculus must embody the allowance for the fact that police officers are often forced to make split-second decisions – in circumstances that are tense, uncertain and rapidly evolving -- about the amount of force necessary in a particular situation.

### V. RESISTANCE AND FORCE OPTIONS

The following resistance and force options are provided in order to demonstrate examples and lend guidance in the uses of both deadly and less lethal force. Officers should bear in mind that conflicts with another person are volatile by their nature and at any time levels of resistance and/or force may change depending on the circumstances encountered. All officers will receive annual training in force options which will be logged as part of the officer's permanent record. ***Each use of force incident must be justified on its own merits utilizing the “reasonable officer” standard established in Graham v. Connor, 490 U.S. 386 (1989).***

#### A. RESISTANCE

The following are examples of resistance that may be encountered. Active Resistance- the suspect attempts to perform a physical act of assault on the officer's person. Active resistance may or may not occur in an arrest situation.

1. Aggravated Aggression – The suspect attempts to use deadly force against the officer's person.
2. Compliant – The suspect gives no indication of verbal or physical resistance.

3. Defensive Resistance – The suspect attempts to physically prevent the officer from carrying out his or her lawful duty, but does not attempt to harm the officer or others. An example may be a suspect who resists arrest in a nonviolent manner, such as pulling away from the officer, or attempting to run.
4. Passive Resistance – Physical activity by the suspect, which prevents the officer from carrying out his/her lawful duties, but does not pose an immediate threat to the officer or to others. An example may be that of a protester who sits down or a traffic violator who refuses to exit their vehicle.
5. Psychological – The suspect displays non-verbal cues that indicate an intention to flee or fight.
6. Verbal Non-Compliance – The suspect indicates verbally an unwillingness to comply with the officer's lawful authority. This may include verbal threats.

## B. CONTROL OPTIONS

Officers will use reasonable force to overcome resistance based upon the facts and circumstances presented at the time. The following are examples of levels of control:

### 1. CONTROLLED ESCORT

The majority of arrests made by officers of the Department are handled peacefully and without incident. Occasionally, however, an individual may be encountered who will refuse to be placed into custody and/or is uncooperative with other alternatives haven proven ineffective. Incidents of this nature may require officers to use some combination of strength, leverage, joint locks, pressure points and come-along holds with sufficient force to make the lawful arrest without unnecessarily aggravating the situation. Control should be gained with minimum risk of injury to the officer, the arrestee and any innocent bystanders.

### 2. CHEMICAL AGENTS

Oleoresin Capsicum (O.C. Spray or Pepper Spray) delivered in a nonflammable liquid medium is the chemical agent used by qualified and authorized officers of the Department. "O.C." is designed to temporarily incapacitate a person with a minimum probability of producing injury to the person.



### 3. DEADLY FORCE

This level of force, referred to in the Official Code of Georgia Annotated as “Deadly Force”, is defined as “that force which creates some specified degree of risk that a reasonable and prudent person would consider likely to cause death or great bodily harm”.

O.C.G.A. 17-4-20 addresses the use of lethal force for arrest in that,

*“...Peace officers ..... may use deadly force to apprehend a suspected felon only when; [1] the officer reasonably believes that the suspect possesses a deadly weapon or any object, device or instrument which, when used offensively against a person, is likely to or actually does result in serious bodily injury; [2] when the officer reasonably believes that the suspect poses an immediate threat of physical violence to the officer or others; [3] or (see note below) when there is probable cause to believe that the suspect has committed a crime involving the infliction or threatened infliction of serious physical harm. Nothing in this code section shall be construed so as to restrict such peace officers from the use of such reasonable non-deadly force as may be necessary to apprehend and arrest a suspected felon or misdemeanor.”*

To “reasonably believe”, under *Graham v. Conner* 490 U.S. 386 (1989), is decided on the basis of the “reasonable officer”. In common terms, it means that if “the officers’ actions are ‘objectively reasonable’ in light of the facts and circumstances confronting them” and experiencing the same facts and circumstances experienced by another officer would come to the same general conclusion the officer reached, then it is a reasonable belief.

“Serious Physical Injury” is a bodily injury that creates substantial risk of death; causes serious, permanent disfigurement or results in long-term loss of function of any bodily member or organ.

**Note:** *To provide clear guidance in this issue (item #3 above), it should be asserted that the officer “reasonably believes” the suspect’s escape would create a continuing danger of serious physical harm to another person.*

When the use of firearms is justified, the policy of the Locust Grove Police Department is that sworn personnel should fire for “center of mass” whenever possible and appropriate. This policy is for the purpose of maximizing the probability the fired projectile will incapacitate the subject and cause him or her to immediately cease their hostile activities. In the extreme stress and urgency of a shooting

situation, any attempt to “wound” a subject might produce unfavorable circumstances for the officers and/or innocent bystanders.

#### 4. INTERMEDIATE WEAPON

This control option involves the use of department authorized intermediate weapons (ASP or TASER) for controlling an adversary. Intermediate weapon control techniques could necessitate the use of striking techniques. This force contains a higher probability of injury to the person being placed into custody.

It should be noted that the flashlight issued or authorized by the Department is issued for the purpose of illumination and not as an intermediate weapon. Training is not provided by the department in the use of the flashlight as an intermediate weapon and therefore, discourages its use for that purpose. However, nothing in this policy shall preclude an officer from using any available resources when defending him or herself or another from physical assault or injury likely to cause great bodily harm or death.

#### 5. MECHANICAL COMPLIANCE

Control involves the use of an officer’s personal weapons (hands, fists, elbows, knees, feet, etc.) in controlling an adversary. Officers may use these striking techniques (muscle mass areas) to defend themselves or others against unlawful assaults where the use of other control options are not justified or are impractical.

The Locust Grove Police Department does not authorize the use of neck restraints or similar weaponless control techniques with a potential for serious injury, **except in those situations where the use of deadly force is allowed by law.**

#### 6. OFFICER PRESENCE AND VERBAL PERSUASION

Officer’s presence and announcement of appropriate authority itself may resolve the situation. Verbal commands and directions by the officer may be in the form of advice, persuasion, admonitions, or orders. When properly used, the volume and tone of the officer’s voice can be an effective tool for assuming control of a situation. Foul language, cursing, use of slurs and derogatory comments directed shall not be used or tolerated.

## 7. TASER

The Taser is an Electronic Control Device (ECD) Weapons designed to disrupt a subject's central nervous system by means of deploying battery powered electrical energy, sufficient to cause uncontrolled muscle contractions and override an individual's voluntary motor responses.

The TASER is less likely to cause injury than empty hand control techniques. As such, the TASER may be used to control person(s) resisting arrest prior to empty hand techniques. When the TASER is deployed in situations involving deadly weapons, a back-up officer is to directly accompany the TASER user and will be designated to utilize lethal force, if necessary, consistent with law, departmental policies and procedures.

## V. PROCEDURES

### A. Justification for the use of less lethal force

Officers are authorized to use less lethal force in the performance of their duty. Examples of situations where less lethal force is appropriate include:

1. When necessary to preserve the peace, prevent commission of offenses or prevent suicide or self-inflicting injury.
2. When the officer is preventing or interrupting a crime or attempted crime against property.
3. When making lawful arrests and searches, overcoming resistance to such arrests and searches and preventing escapes from custody.
4. When in self-defense or defense of another against unlawful violence to his or her person.
5. When force is used, personnel will use reasonable force to accomplish lawful objectives. **When it is objectively reasonable that a subject is fully in law enforcement's control, then the force must terminate.**

### B. Post less lethal force incidents

1. In any use of force incident that results in or is alleged to have resulted in an injury or death of another person, the officer(s) on scene will request medical aid **and provide basic first aid.**

2. Any injured suspects should be transported to a medical facility by EMS, if necessary.
3. The Shift Supervisor will be notified without delay and will make all other required notifications.
4. The officer(s) involved in any use of force incident involving the use of chemical agents, impact weapons, mechanical control, TASER or deadly force, will complete a Locust Grove Police Department Use of Force Report Form before the end of their shift.

### C. Justification for the Use of Deadly Force

Use of deadly force by an officer during performance of duty is restricted to the following:

*"to apprehend a suspected felon only when the officer reasonably believes that the suspect possesses a deadly weapon or any object, device or instrument which, when used offensively against a person, is likely to or actually does result in serious bodily injury; when the officer reasonably believes that the suspect poses an immediate threat of physical violence to the officer or others or when there is probable cause to believe that the suspect has committed a crime involving the infliction or threatened infliction of serious physical harm" (O.C.G.A. 17-4-20)*

Officers should keep in mind that facts unknown to an officer, no matter how compelling, cannot be considered in later investigations of whether the use of lawful force, particularly that of deadly force, was justified. The following examples are provided to show when an officer may use deadly force:

1. When the officer reasonably believes it is necessary to defend his/her own life or the life of another or to prevent serious physical injury to him or herself or another.
2. When necessary to prevent the commission of forcible felonies.

Deadly force shall not be used towards persons who have committed or are committing traffic violations, misdemeanors, non-forcible felonies or forcible felonies not in progress.

3. To arrest a person at the scene of a crime who is attempting to escape, but only if there is a serious threat of immediate danger to the officer or third persons, such as the use of firearms or taking of hostages.

#### D. Post Deadly force incidents

When an officer of the Locust Grove Police Department uses Deadly force or any use of force that results in, or is alleged to have resulted in, injury or death, the following notifications will be made immediately.

1. Emergency Medical Services
2. Shift Supervisor
3. Coroner, if death occurs
4. Chief of Police

It will be the duty of the Shift Supervisor to notify the Chief of Police of the use of force incident as well as the completion of a Use of Force Report.

### **VI. DISCHARGE OF FIREARM**

#### A. Restrictions

1. Before using a firearm, officers of the Locust Grove Police Department shall identify themselves as such and state intent to use the firearm when feasible.
2. Officers are prohibited from firing at or from a moving vehicle, unless there are circumstances present which justify the use of deadly force.
3. Firearms shall not be discharged if it appears an innocent person may be injured unless special circumstances exist to warrant such use.

#### B. Exceptions

In addition to the previously listed situations, Locust Grove police officers are permitted to fire their police firearms under the following circumstances:

1. For practice or recreational shooting in an area where firing a weapon is both safe and lawful;
2. During departmental sponsored range practice or at competitive sporting events.
3. When necessary to destroy a fatally wounded or sick animal or to destroy an obviously mad or vicious animal that cannot otherwise be controlled.

## **VII. TRAINING AND QUALIFICATION**

### **A. Use of Force**

Officers of the Locust Grove Police Department will attend, at the minimum, annual training on legal up-dates in the Use of Force and deadly force encounters policies and procedures of this agency.

### **B. Less Lethal Force weapons**

1. The use of verbal commands and/or use of pain compliance techniques shall be considered to be a method of less lethal force. Pain compliance techniques shall include the use of fingers, hands or other body parts used to gain control as dictated by the given situation.
2. The following less lethal weapons are authorized to be carried by the personnel of the Locust Grove Police Department who have been trained and demonstrate proficiency in the use of such authorized weapons. Officers will receive training from a P.O.S.T. certified weapons instructor and will be required to demonstrate proficiency at least once every two years and these records will be maintained in training files of each officer.
  - a. ASP tactical baton
  - b. Oleoresin Capsicum (O.C.)
  - c. TASER

### **C. Deadly Force Weapons**

1. The Glock Model 23, model 22 or model 27 .40 caliber will be the standard authorized duty weapon issued to members of the Locust Grove Police Department. Officers who have received instruction and demonstrated proficiency with a shotgun or patrol rifle may carry a department issued weapon if all of the qualifications are met. Other department-approved firearms may be authorized for use by the Chief of Police for use by certain members or Units of the Department. These weapons or firearms may be approved by the Chief of Police on a case-by-case basis.

2. Prior to any personnel being issued the Glock 22, Glock 27, Glock 23 or any other issued or approved weapon, they must successfully complete the proper training and familiarization courses, including instruction on Department policy and legal requirements on use of force, as well as firearm safety and proficiency at a minimum of once every year. Instruction shall be conducted through departmental instructors approved by the Chief of Police, any P.O.S.T. certified firearms instructor and personnel shall demonstrate proficiency with the firearm prior to carrying it. Documentation of the level of proficiency achieved will be kept in the officer's training file.
3. An officer who is unable to demonstrate proficiency with the issued weapon during firearms proficiency shall report to the designated Lieutenant for scheduling remedial training in basic firearms. Failure to demonstrate proficiency upon receipt of remedial firearms training will result in the officer being removed from the line function and will not be permitted to carry a weapon.
4. An officer who has taken extended leave or suffered an illness or injury that could affect his use of firearms ability will be required to re-qualify before returning to enforcement duties.

## **VIII. USE OF FORCE REPORTS**

- A. A written report shall be prepared in accordance with departmental procedures as required in the following situations:
  1. When a firearm is discharged for other than training or recreational purposes.
  2. When an employee takes an action that results in, or is alleged to have resulted in, injury or death of another person.
  3. When an employee applies force through the use of lethal or less lethal weapons.
  4. When an employee applies weaponless physical force at a level as defined by the agency. For this department, a Use of Force Report is not required for Controlled Escort Options. Use of Force Report is required for Mechanical Compliance Options.
  5. All completed use of force reports shall be maintained by the Chief of Police.

B. A supervisor will be immediately summoned to the scene and assist in any investigative procedures as required by the department in the following situations.

1. At any time a firearm is discharged outside of the firing range.
2. When the use of force results in serious bodily injury or death.
3. When a subject complains that an injury has been inflicted.
4. When O.C., ASP, or TASER has been used on an individual.

## **IX. DEPARTMENTAL ACTIONS**

A. Deadly force incidents

1. Responsibilities and Duties of Involved Officer

- a. When deadly force is used and results in an injury or death or when an employee discharges a firearm for reasons other than the dispatch of an injured animal, upon first opportunity after the scene is secured, the employee shall immediately:
  - 1) When a firearm is involved, holster the weapon, without unloading or reloading it unless there is a threat still present at the scene;
  - 2) Request emergency medical aid;
  - 3) Determine the physical condition of any injured person and render first aid;
  - 4) Notify the Shift Supervisor of the incident and location; and
  - 5) Detain all witnesses.
- b. Unless injured, the officer will remain at the scene until the arrival of the appropriate investigators. However, if the circumstances are such that the continued presence of the officer at the scene might cause a more hazardous situation to develop (i.e., violent crowd), the ranking officer at the scene shall have the authority to instruct the officer to move to another, more appropriate location.
  - 1) The officer shall protect his or her weapon for examination and submit it to the appropriate investigator. (On call CID, or GBI,)



- 2) The officer shall prepare a detailed report of the incident.
- 3) The officer shall not discuss the case with anyone except:
  - a. Supervisory and assigned investigative personnel;
  - b. The assigned District Attorney;
  - c. His attorney; and/or
  - d. Mental health professional.

## 2. Responsibility of the Communications Center

Once the communications center is notified, it shall:

- a. Dispatch requested medical aid,
- b. Notify the on-duty patrol shift supervisor,
- c. Notify the designated investigative unit(s).

## 3. Responsibility of Shift Supervisor

The Shift Supervisor shall:

- a. Proceed immediately to the scene,
- b. Secure the scene,
- c. Conduct a preliminary field investigation,
- d. Render assistance to the assigned investigator(s),
- e. Assist the involved officer(s), and
- f. Submit a detailed written report of the results of the investigation to the Chief of Police, or his or her designee.

## 4. Investigative Responsibility

- a. Investigations of deadly force incidents in which injury or death occurs, will be directed by the GBI. When an officer discharges a firearm for reasons other than the dispatch of an injured animal, and there is no injury or death, the on call detective will conduct the

investigation unless the Chief of Police elects to contact the GBI to conduct the investigation.

- b. All required written reports will be submitted without delay to the Chief of Police in original form;
- c. The Chief of Police is responsible for notifying the governing authority of the incident;
- d. Upon approval of the Chief of Police, any comments given the news media will be limited to the basic facts of the incident without speculation or expression of opinion, by the officer or supervisor designated Public Information Officer (PIO). (Refer to SOP A-080 Public Information/Media Relations)

#### 5. Treatment of Officer

- a. In every instance in which an employee uses deadly force, where such use results in death or serious bodily injury to another person, or when an officer discharges a firearm for reasons other than the dispatch of an injured animal, the officer shall be placed on either administrative leave or in-house administrative duty in accordance with SOP A-105.
- b. The employee shall be available at all times for official interviews and statements regarding the case and shall be subject to recall to normal duty at any time after the preliminary investigation.
- c. Psychological services may be utilized for the effected employee(s) at the discretion of the Chief of Police, or his or her designee.

#### B. Administrative Review of Reports required in Section VIII of this policy.

- 1. All reported uses of force will be reviewed by the Shift Supervisor and the Chief of Police to determine whether:
  - a. Departmental rules, policy or procedures were violated.
  - b. The relevant policy was clearly understandable and effective to cover the situation.
  - c. All findings of policy violations or training inadequacies shall be reported to the appropriate unit for resolution and/or discipline.

- d. All use of force incident reports shall be retained as required by state law.
- e. There will be an annual analysis of use of force incidents, to include whenever an employee discharges a firearm for other than training, recreational purposes or dispatching a wounded animal; takes an action that results in, or is alleged to have resulted in, injury or death of another person; applies force through the use of deadly or less lethal weapon or applies weaponless physical force at a level as defined in S.O.P. P-030, VIII by the appropriate departmental authority to ascertain training and policy needs.