

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE APPROVAL OF A FINAL SUBDIVISION PLAT OF NINE OAKS PHASE TWO. LOCATED ON PEEKSVILLE ROAD; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

W I T N E S S E T H :

WHEREAS, the Locust Grove Community Development Department received a final subdivision plat prepared for Capshaw Development Company, LLC on April 28, 2021, for property located on Peeksville Road in Land Lot 186 of the 2nd District, Locust Grove, Georgia (the "Property"); and,

WHEREAS, the current owner of the property is identified as Capshaw Development Company, LLC, 450 Racetrack Road McDonough, GA 30252 (the "Owner"); and,

WHEREAS, the Property was rezoned to R-2 (Single-Family Residential) by the Locust Grove City Council in March 2018; and,

WHEREAS, the final plat illustrates the Owner's plan to develop the 10.407 +/-acre tract into a 18-lot single-family residential subdivision pod as described and attached hereto as part of **Exhibit A**; and,

WHEREAS, the Locust Grove City Council reviewed the final subdivision plat, and the layout, lots and amenities contained therein, and found it to be in accordance with the City's R-2 zoning ordinance; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LOCUST GROVE:

SECTION 1 – The City of Locust Grove hereby accepts the final plat known as "NINE OAKS SUBDIVISION FINAL PLAT Phase 2" dated May 17, 2021.

SECTION 2 – The Mayor and Community Development Director are hereby authorized to execute any and all documents necessary to record the plat with the Henry County Clerk of Superior Court as required by law.

SECTION 3 – That this Ordinance shall be effective upon receipt and approval of all final plat documents required by the Subdivision Ordinance.

SO ORDAINED this 17th day of May 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES.
3. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
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LEGEND:

POB POB
POC POC
POC POC

DEVELOPMENT DATA:

1. TOTAL AREA: 10.00 ACRES
2. TOTAL AREA: 10.00 ACRES
3. TOTAL AREA: 10.00 ACRES
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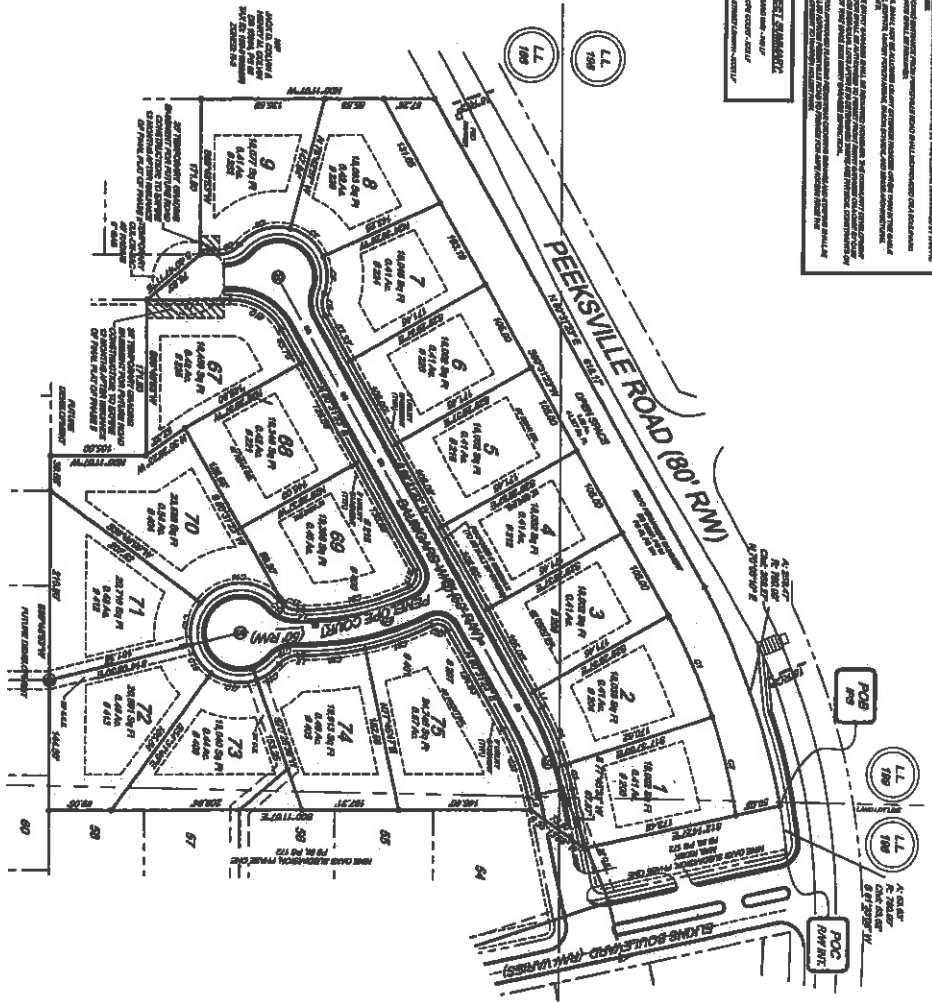
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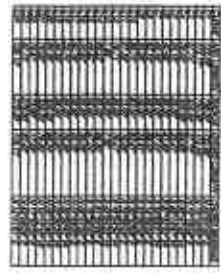
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NINE OAKS - PHASE TWO

DEVELOPMENT

CONTRACT NORTH HARBOR, 10/17/2010

DATE	DESCRIPTION	BY	CHKD

DATE	DESCRIPTION	BY	CHKD

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METRO ENGINEERING & SURVEYING

1000 ...



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Agreement with Norfolk Southern Railroad/Colvin Drive

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Pass-Through/Reimbursement Street Maintenance/4210

Date Received: May 11, 2021

Workshop Date: May 17, 2021

Regular Meeting Date: NA – Priority Work Item

Discussion:

Work on the Colvin Drive crossing requires widening of the facility to accommodate the improvements on each side along with new crossing equipment for the GBLG (and now Scannell) development. This was previously contemplated in the original Development Agreement and requires full reimbursement to the City for any expenditures related to this work. The agreement has been under review with the City Attorney and the legal teams at the Developer and N-S for a couple of months now and is ready for approval.

Recommendation:

APPROVE RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE AGREEMENT WITH NORFOLK SOUTHERN RAILWAY COMPANY, NS FILE: CX0112640 FOR THE CONSTRUCTION OF WIDENED APPROACHES AND NEW CROSSING EQUIPMENT AT COLVIN DRIVE AS PART OF GBLG WORK AT PROJECT RED; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE AGREEMENT WITH NORFOLK SOUTHERN RAILWAY COMPANY, NS FILE: CX0112640 FOR THE CONSTRUCTION OF WIDENED APPROACHES AND NEW CROSSING EQUIPMENT AT COLVIN DRIVE AS PART OF GBLG WORK AT PROJECT RED; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, the Norfolk Southern Corporation requires an agreement for work at the existing crossing at Colvin Drive where GBLG/Scannell are developing logistics facilities for the widening at that location along with new signal equipment; and,

WHEREAS, the crossing must be widened to accommodate additional traffic related to the GBLG/Scannell project for which an existing Development Agreement requires reimbursement for all related expenditures; and,

WHEREAS, the Agreement has been reviewed by the City Attorney, GBLG/Scannell legal counsel and by Norfolk Southern; and,

WHEREAS, the Mayor and Council believe that acceptance of the Agreement under the above conditions for reimbursement by GBLG/Scannell is in the best interest of the County and the City, and their citizens;

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

1. **Acceptance of the Agreement.** The City Council and the Mayor, by and with the advice and consent of the City Attorney, hereby accepts the Agreement as attached hereto and incorporated herein as **Exhibit “A”**.

2. **Authority.** The Mayor, the City Manager and the City Clerk are hereby authorized to execute any and all documents related to this Agreement subject to the review 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 17th day of May, 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(seal)

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

**AGREEMENT BETWEEN THE CITY OF LOCUST GROVE
AND NORFOLK SOUTHERN RAILWAY CORPORATION
NS File: CX0112640**



THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

CITY OF LOCUST GROVE, a Georgia Municipality, whose mailing address is 3644 Hwy 42, Locust Grove, Georgia 30248 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to widen Colvin Drive (DOT# 718420S) at RAILWAY (the "Facilities"), in the vicinity of RAILWAY Milepost 186.48-H, at or near Locust Grove, Henry County, Georgia (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement; provided however, that the indemnification and save harmless in section (a) shall apply except to the extent that RAILWAY's gross negligence or willful misconduct are demonstrated to have caused any such claims.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in

writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof and LICENSEE has not cured the asserted basis for termination within said sixty (60) day period, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE and said property and property rights outside of RAILWAY property shall be held and owned by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Forty-Six Thousand, Forty-One Dollars and Zero Cents (\$646,041.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Locust Grove
City Hall
3644 Hwy 42
Locust Grove, Georgia 30248
Attention: Tim Young

As to RAILWAY:
c/o Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3504
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not

be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF LOCUST GROVE, a Georgia
Municipality

**NORFOLK SOUTHERN RAILWAY
COMPANY**, a Virginia corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NS File: CX0112640

Exhibit A
Google Maps

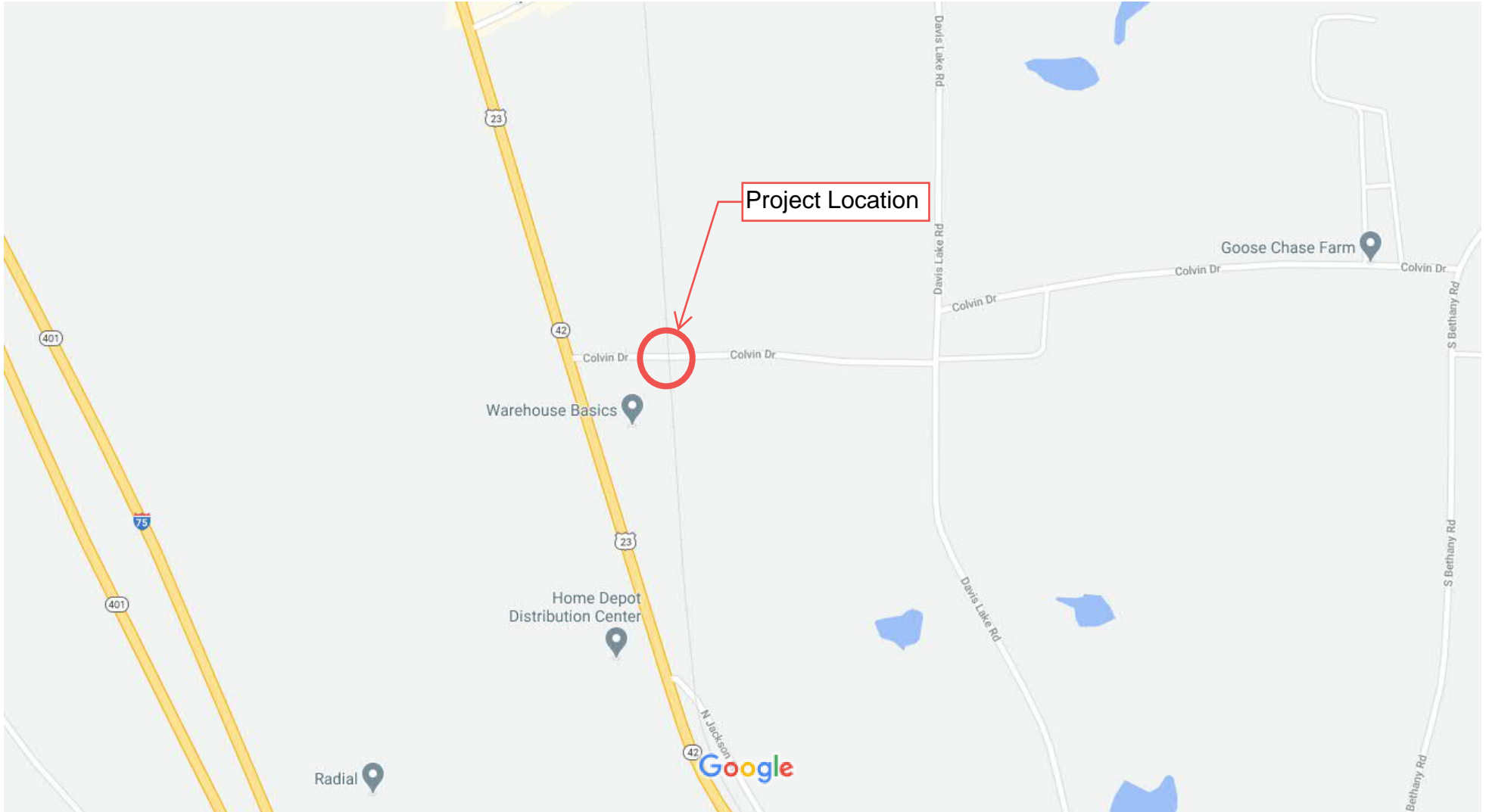
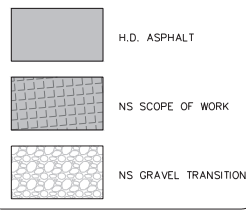


Exhibit B

NORFOLK SOUTHERN NOTES

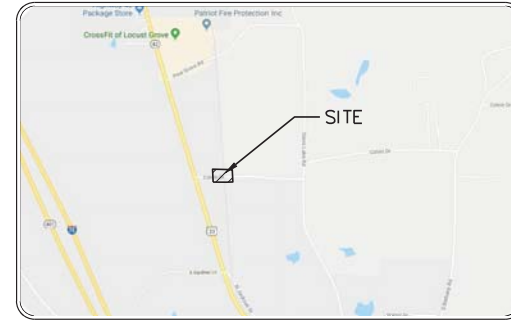
1. ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK "SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS" (NS SPECIAL PROVISIONS).
2. THE NS SIGNAL DEPARTMENT HANDLES THE CIRCUITRY DESIGN AND INSTALLATION/MODIFICATION OF WARNING DEVICES, AND WILL PROVIDE ENGINEERING, DESIGN, AND COST ESTIMATES FOR THE WARNING DEVICES AT PROJECT EXPENSE.

PAVING LEGEND



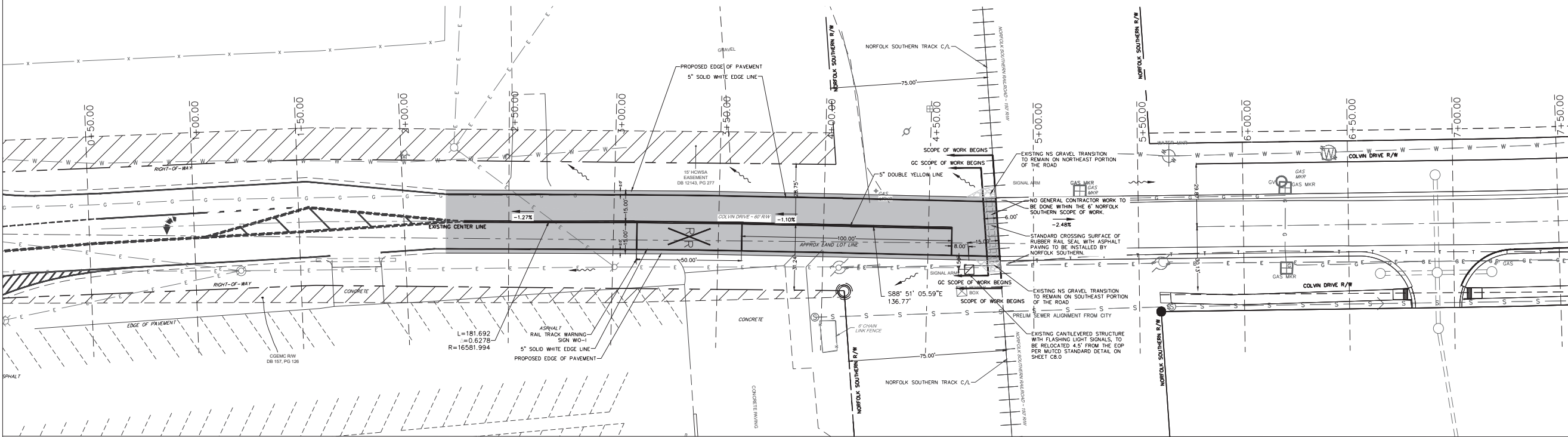
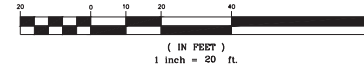
NOTES

1. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.
2. ROADWAY ALIGNMENT SHOWN IS FOR A 35 MPH DESIGN SPEED.
3. EXISTING SPEED LIMIT ON DAVIS LAKE ROAD IS 25 MPH.



LOCATION MAP
N.T.S.

GRAPHIC SCALE



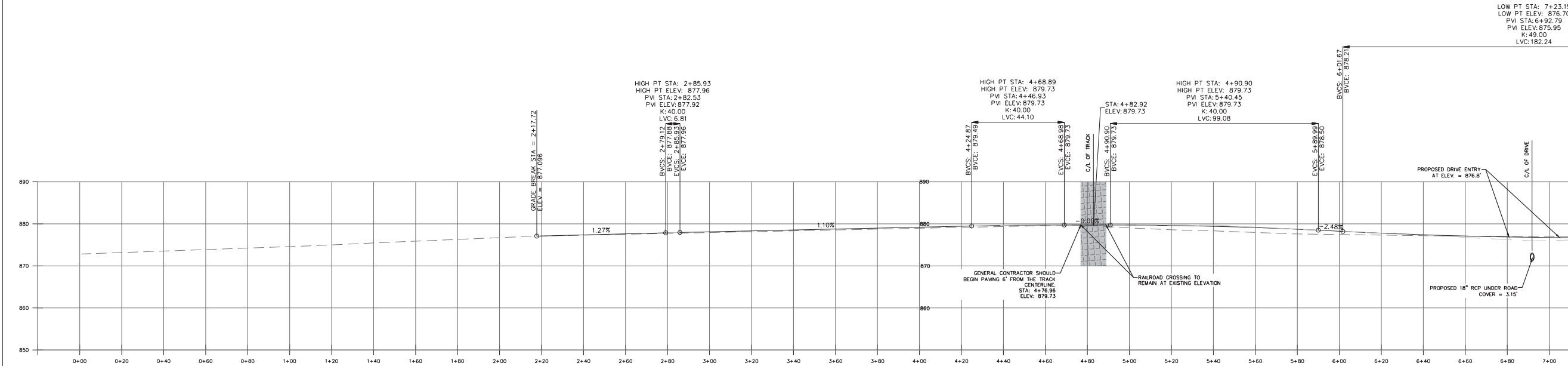
PROJECT:
SCANNELL SR 42 AT
GARDNER FARMS
LAND LOT 216
2ND DISTRICT
HENRY COUNTY, GEORGIA
CITY OF LOCUST GROVE

REVISIONS:
11/16/20 NS 2ND SUBMIT.

LAYOUT & STAKING PLAN
SCALE: 1" = 20'
DATE: 08/04/20
DRAWN BY: T. SAKURINGWA
PROJECT MANAGER: W. GREER
QA/QC CHECK: W. GREER

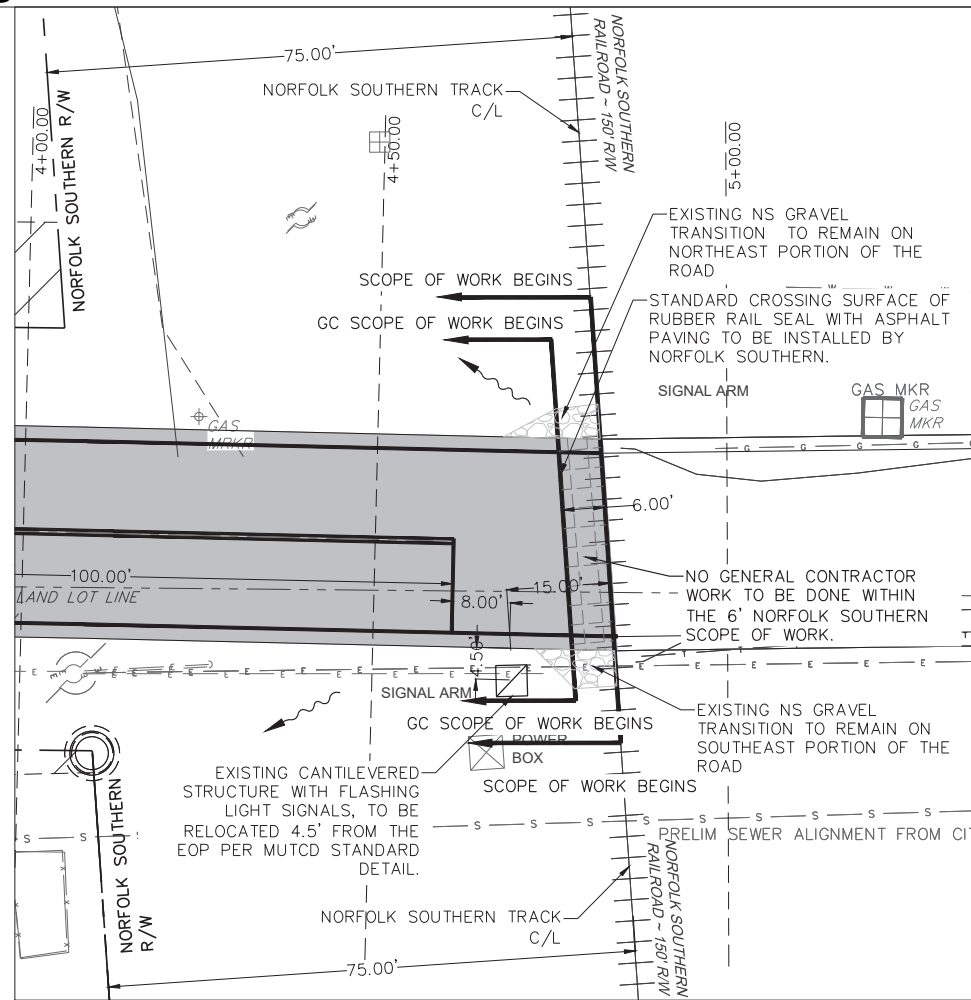
PROJECT NO.
19-021

SHEET NO.
CR3.0

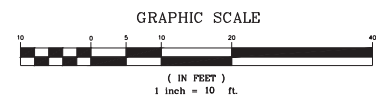


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Exhibit B

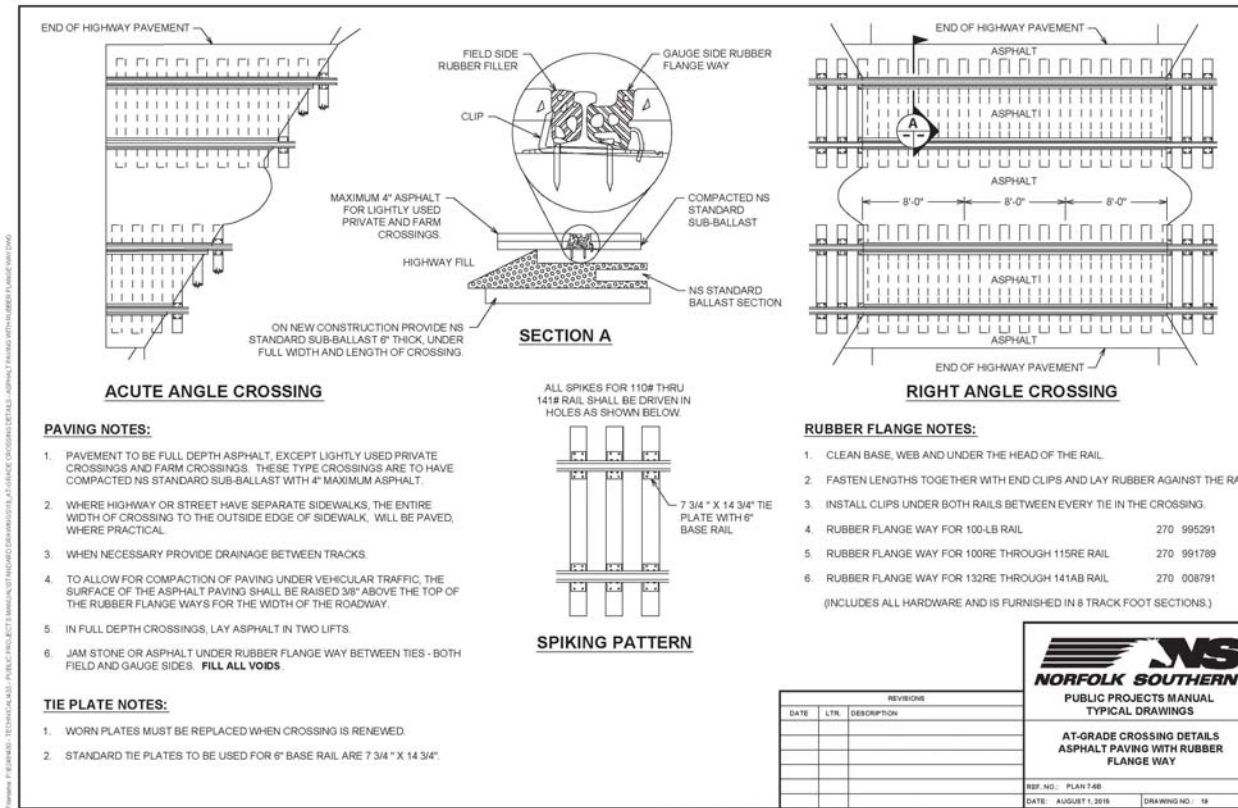


NORFOLK SOUTHERN EXHIBIT



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PAVING NOTES:

- PAVEMENT TO BE FULL DEPTH ASPHALT, EXCEPT LIGHTLY USED PRIVATE CROSSINGS AND FARM CROSSINGS. THESE TYPE CROSSINGS ARE TO HAVE COMPACTED NS STANDARD SUB-BALLAST WITH 4" MAXIMUM ASPHALT.
- WHERE HIGHWAY OR STREET HAVE SEPARATE SIDEWALKS, THE ENTIRE WIDTH OF CROSSING TO THE OUTSIDE EDGE OF SIDEWALK, WILL BE PAVED, WHERE PRACTICAL.
- WHEN NECESSARY PROVIDE DRAINAGE BETWEEN TRACKS.
- TO ALLOW FOR COMPACTION OF PAVING UNDER VEHICULAR TRAFFIC, THE SURFACE OF THE ASPHALT PAVING SHALL BE RAISED 3/8" ABOVE THE TOP OF THE RUBBER FLANGEWAYS FOR THE WIDTH OF THE ROADWAY.
- IN FULL DEPTH CROSSINGS, LAY ASPHALT IN TWO LIFTS.
- JAM STONE OR ASPHALT UNDER RUBBER FLANGE WAY BETWEEN TIES - BOTH FIELD AND GAUGE SIDES. **FILL ALL VOIDS.**

TIE PLATE NOTES:

- WORN PLATES MUST BE REPLACED WHEN CROSSING IS RENEWED.
- STANDARD TIE PLATES TO BE USED FOR 8" BASE RAIL ARE 7 3/4" X 14 3/4".

ACUTE ANGLE CROSSING

PAVING NOTES:

- PAVEMENT TO BE FULL DEPTH ASPHALT, EXCEPT LIGHTLY USED PRIVATE CROSSINGS AND FARM CROSSINGS. THESE TYPE CROSSINGS ARE TO HAVE COMPACTED NS STANDARD SUB-BALLAST WITH 4" MAXIMUM ASPHALT.
- WHERE HIGHWAY OR STREET HAVE SEPARATE SIDEWALKS, THE ENTIRE WIDTH OF CROSSING TO THE OUTSIDE EDGE OF SIDEWALK, WILL BE PAVED, WHERE PRACTICAL.
- WHEN NECESSARY PROVIDE DRAINAGE BETWEEN TRACKS.
- TO ALLOW FOR COMPACTION OF PAVING UNDER VEHICULAR TRAFFIC, THE SURFACE OF THE ASPHALT PAVING SHALL BE RAISED 3/8" ABOVE THE TOP OF THE RUBBER FLANGEWAYS FOR THE WIDTH OF THE ROADWAY.
- IN FULL DEPTH CROSSINGS, LAY ASPHALT IN TWO LIFTS.
- JAM STONE OR ASPHALT UNDER RUBBER FLANGE WAY BETWEEN TIES - BOTH FIELD AND GAUGE SIDES. **FILL ALL VOIDS.**

SPIKING PATTERN

ALL SPIKES FOR 110# THRU 141# RAIL SHALL BE DRIVEN IN HOLES AS SHOWN BELOW.

RIGHT ANGLE CROSSING

RUBBER FLANGE NOTES:

- CLEAN BASE, WEB AND UNDER THE HEAD OF THE RAIL.
 - FASTEN LENGTHS TOGETHER WITH END CLIPS AND LAY RUBBER AGAINST THE RAIL.
 - INSTALL CLIPS UNDER BOTH RAILS BETWEEN EVERY TIE IN THE CROSSING.
 - RUBBER FLANGE WAY FOR 100-LB RAIL 270 995291
 - RUBBER FLANGE WAY FOR 100RE THROUGH 115RE RAIL 270 991789
 - RUBBER FLANGE WAY FOR 132RE THROUGH 141# RAIL 270 008791
- (INCLUDES ALL HARDWARE AND IS FURNISHED IN 8 TRACK FOOT SECTIONS.)



NORFOLK SOUTHERN
PUBLIC PROJECTS MANUAL
TYPICAL DRAWINGS
AT-GRADE CROSSING DETAILS
ASPHALT PAVING WITH RUBBER
FLANGE WAY

REF NO.: PLAN 7-88
DATE: AUGUST 1, 2019
DRAWING NO.: 19

NORFOLK SOUTHERN NOTES

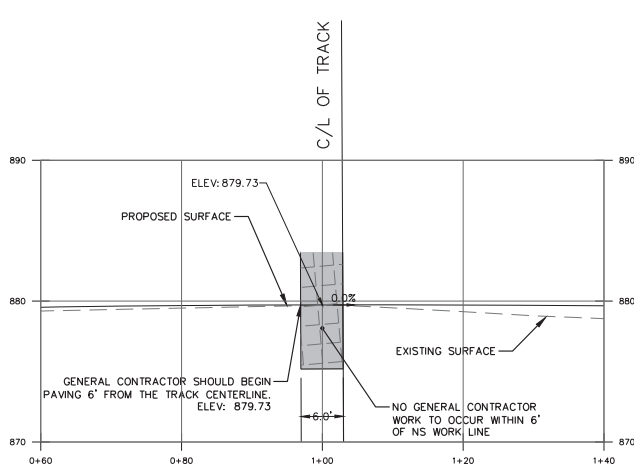
- ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK "SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS" (NS SPECIAL PROVISIONS).
- THE NS SIGNAL DEPARTMENT HANDLES THE CIRCUITRY DESIGN AND INSTALLATION/MODIFICATION OF WARNING DEVICES, AND WILL PROVIDE ENGINEERING, DESIGN, AND COST ESTIMATES FOR THE WARNING DEVICES AT PROJECT EXPENSE.

NORFOLK SOUTHERN DRAINAGE NOTE

NO CHANGE ON THE QUANTITY AND/OR CHARACTER OF THE FLOW ON THE RAILWAY RIGHT OF WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES

PAVING LEGEND

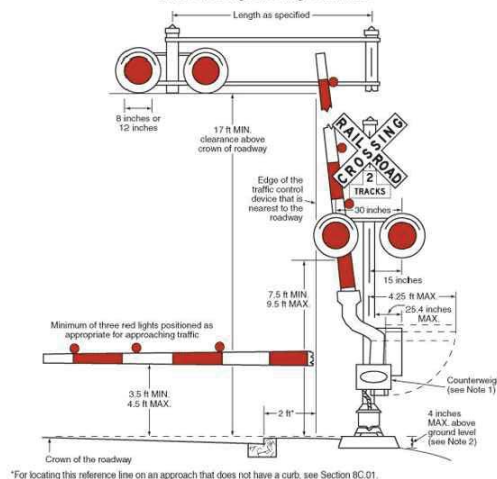
	H.O. ASPHALT
	NS SCOPE OF WORK
	NS GRAVEL TRANSITION



NORFOLK SOUTHERN RAIL CROSSING PROFILE

SCALE = 1" = 10' H
1" = 10' V

Figure 8C-1. Composite Drawing of Active Traffic Control Devices for Grade Crossings Showing Clearances



- Notes:
- Where gates are located in the median, additional median width may be required to provide the minimum clearance for the counterweight supports.
 - The top of the signal foundation should be no more than 4 inches above the surface of the ground and should be at the same elevation as the crown of the roadway. Where site conditions would not allow this to be achieved, the shoulder side slope should be re-graded or the height of the signal post should be adjusted to meet the 17-foot vertical clearance requirement.

Figure 8B-7. Grade Crossing Pavement Markings

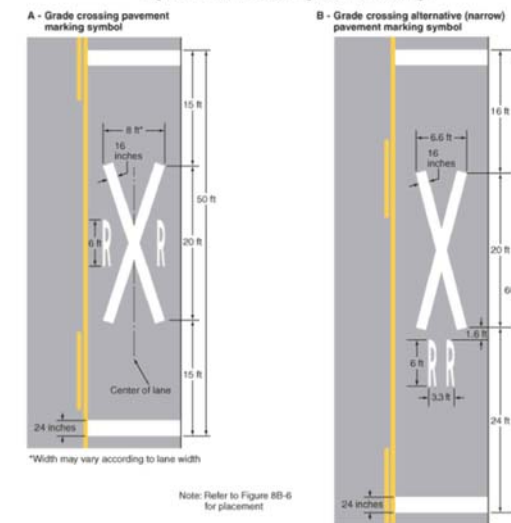


Figure 8B-7. Grade Crossing Pavement Markings



TEL 770.452.7849 FAX 770.452.0086
2951 FLOWERS ROAD SOUTH, STE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE



PROJECT: SCANNELL SR 42 AT
GARDNER FARMS
LAND LOT 216
2ND DISTRICT
HENRY COUNTY, GEORGIA
CITY OF LOCUST GROVE

REVISIONS:

NO.	DATE	DESCRIPTION
11/16/20	NS 2ND SUBMIT.	

NORFOLK SOUTHERN RAIL
DETAIL

SCALE: 1" = 10'
DATE: 08/04/20
DRAWN BY: T. SAKURINGWA
PROJECT MANAGER: W. GREBER
QA/QC CHECK: W. GREBER

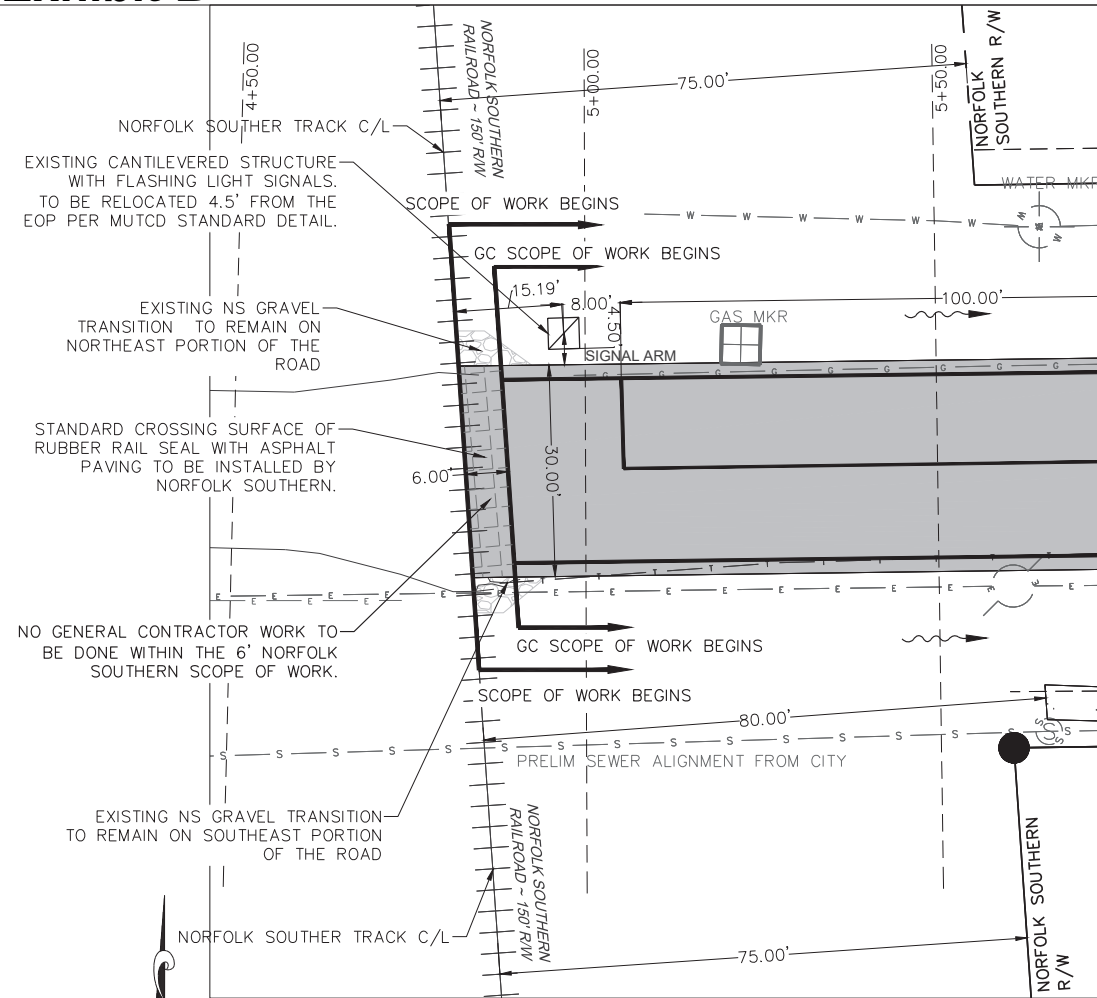
PROJECT NO.

19-021

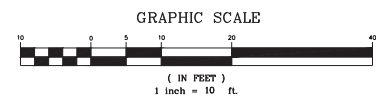
SHEET NO.

CR8.0

Exhibit B



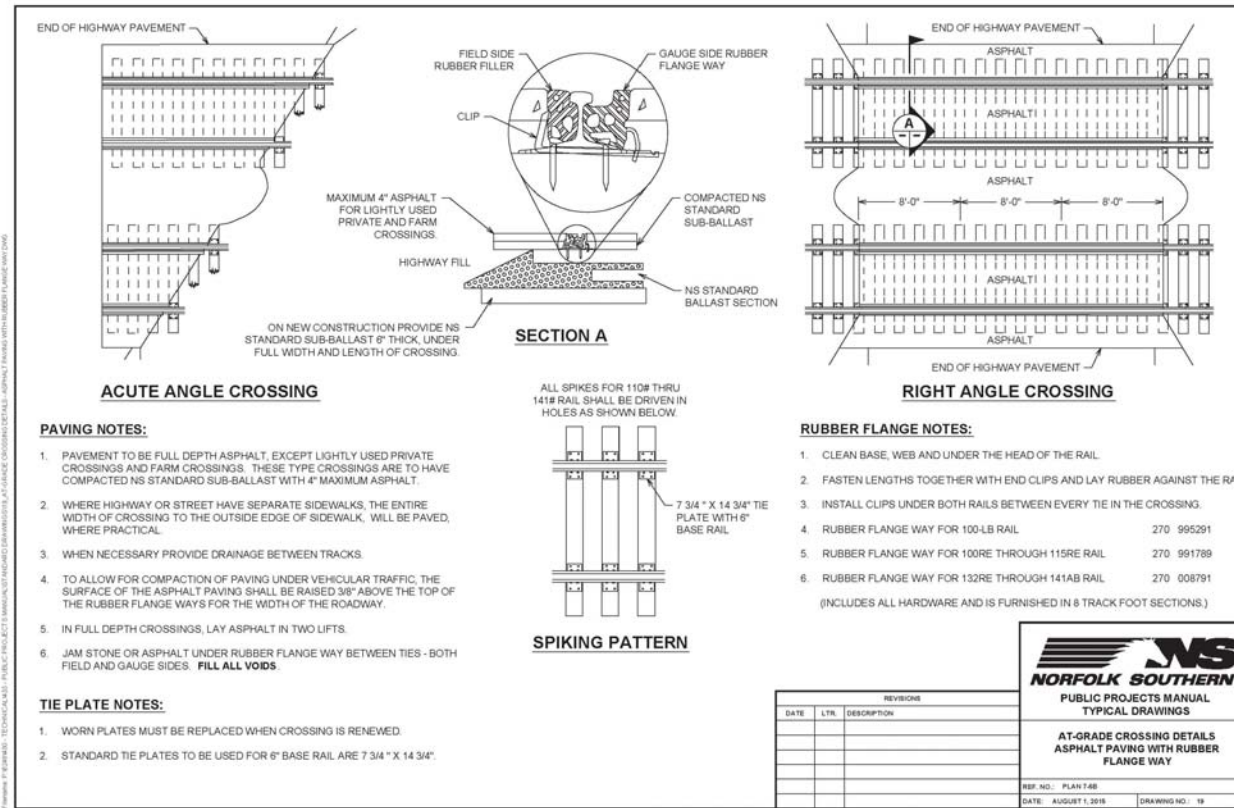
NORFOLK SOUTHERN EXHIBIT



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NORFOLK SOUTHERN NOTES

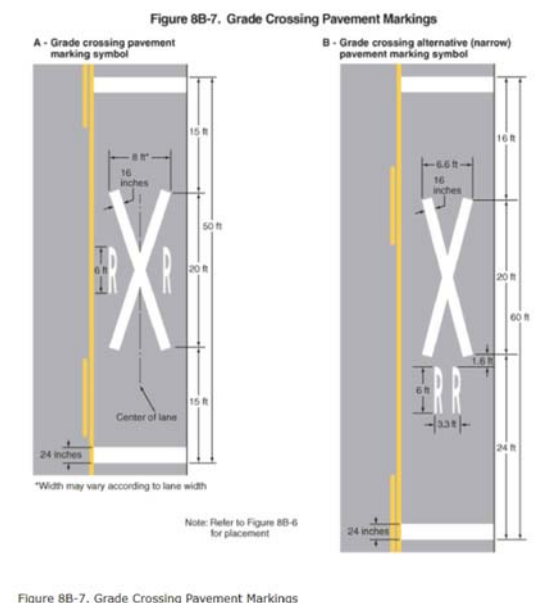
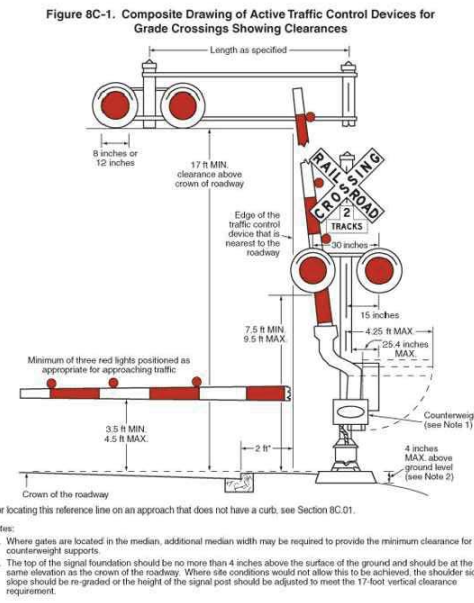
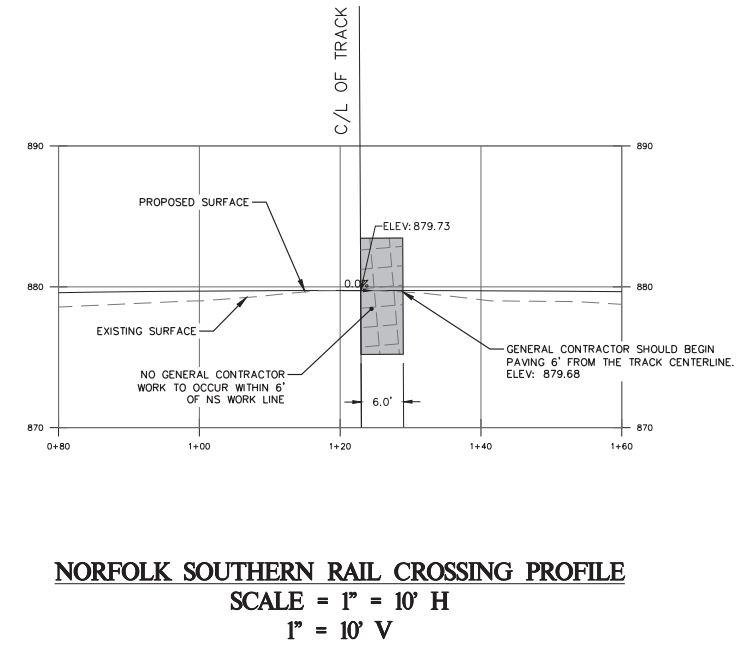
- ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK "SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS" (NS SPECIAL PROVISIONS).
- THE NS SIGNAL DEPARTMENT HANDLES THE CIRCUITRY DESIGN AND INSTALLATION/MODIFICATION OF WARNING DEVICES, AND WILL PROVIDE ENGINEERING, DESIGN, AND COST ESTIMATES FOR THE WARNING DEVICES AT PROJECT EXPENSE.

NORFOLK SOUTHERN DRAINAGE NOTE

NO CHANGE ON THE QUANTITY AND/OR CHARACTER OF THE FLOW ON THE RAILWAY RIGHT OF WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES

PAVING LEGEND

- H.O. ASPHALT
- NS SCOPE OF WORK
- NS GRAVEL TRANSITION



TEL 770.452.7849 FAX 770.452.0086
2951 FLOWERS ROAD SOUTH, STE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE



PROJECT:

COLVIN DRIVE
LAND LOT 217 & 232
2ND DISTRICT
LOCUST GROVE, GEORGIA

REVISIONS:

07/23/20	OWNER REVIEW
08/07/20	OWNER REVIEW
09/11/20	OWNER REVIEW
09/18/20	NS RESUBMIT.
11/16/20	NS RESUBMIT.

NORFOLK SOUTHERN RAIL DETAIL

SCALE: 1" = 10'

DATE: 06/04/20

DRAWN BY: T. SAKURINGWA

PROJECT MANAGER: W. GREER

QA/QC CHECK: W. GREER

PROJECT NO.
19-095

SHEET NO.
CR9.0

Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.
- E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.

- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:

- (1) Physical Damage to Property Amendment
- (2) Terrorism Risk Insurance Act (TRIA) coverage must be included

- i. Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion – Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) Required State Cancellation Endorsement
- (4) Quick Reference or Index Form CL/IL 240

- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 - 1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. Please provide point of contact information with the submission including a phone number and email address.

- 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor’s commercial general, automobile, and workers’ compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
- 3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor’s Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor’s Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: **February 25, 2021**
- B. NS File No.: **CX0112640**
- C. NS Milepost: **186.48H**
- D. Sponsor’s Project No.: _____

Exhibit D

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: City of Locust Grove
Project Description: Widen Colvin Drive across Norfolk Southern
Location: Locust Grove, Henry County, Georgia
Project No.: 0
Milepost: 186.48-H
File: CX0112640
Date: February 13, 2021

SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	23,786
ITEM C - Accounting	2,622
ITEM D - Flagging Services	36,440
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	540,306
ITEM G - Track Work	42,888
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 646,041

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ -

Exhibit D

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	40 Hours @ \$60 / hour=	2,400
Labor Additives:		1,886
Travel Expenses:		1,500
Services by Contract Engineer:		18,000
	NET TOTAL - ITEM B	\$ 23,786

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	25 Hours @ \$30 / hour=	750
Accounting Additives:		622
	NET TOTAL - ITEM C	\$ 2,622

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	30 days @ 390.00 per day=	11,700
	(based on working 12 hours/day)	
Labor Additive:		21,740
Travel Expenses, Meals & Lodging:		
	30 days @ \$100/day=	3,000
Rental Vehicle	0 months @ \$950/month=	0
	NET TOTAL - ITEM D	\$ 36,440

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	NET TOTAL - ITEM E	\$ -

Exhibit D

ITEM F - Signal & Electrical Changes

Material:	(see attached summary)	236,000
Labor:	(see attached summary)	109,467
Purchase Services:	(see attached summary)	29,896
Other:	(see attached summary)	164,944
NET TOTAL - ITEM F		\$ 540,306

ITEM G - Track Work

Material:	(see attached summary)	29,384
Labor:	(see attached summary)	3,500
Additive:	(see attached summary)	6,503
Purchase Services:	(see attached summary)	3,500
NET TOTAL - ITEM G		\$ 42,888

ITEM H - T-CUBED

Lump Sum		\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (02/13/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



Exhibit D

Round Figure Estimate for Grade Crossing Warning Devices

City/State: LOCUST GROVE, GA

Road: COLVIN DR/CR362

MilePost: 186.5-H

DOT/AAR: 718420S

State Proj. No.:

County: HENRY

S&E Proj. No.: 03.0168

File Number: 061-03.1235

Man Days: 240

Purchases - Others	
Meals and Lodging:	\$35,989.06
Rental of Equipment:	\$49,196.90
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 40 Days)	
Construction Supervision Vehicle:	\$7,525.47
Purchases - Other Total:	\$92,711.43
Material And Additives	
Material Cost:	\$200,000.00
Sales and Use Tax:	\$16,000.00
Material Handling Freight:	\$20,000.00
Material Total:	\$236,000.00
Labor And Additives	
Labor Cost:	\$84,720.00
(6 man crew at \$2,118.00 a day for: 40 days)	
Payroll Tax & Overheads:	\$72,232.27
Preliminary Engineering:	\$29,895.60
Construction Supervision:	\$24,746.71
Labor Total:	\$211,594.58
Project Cost:	\$540,306.01
Scrap / Salvage Credit:	\$0.00
Project Total:	\$540,306.00

Estimated on: 07-Jan-21

Estimated by: uegbb

Estimate valid for 1 year from date of estimate

Exhibit D

Norfolk Southern Railway Company
 Georgia Division
 Locust Grove, Henry County, Georgia
 ESTIMATE FOR CROSSING IMPROVEMENT (ASPHALT SURFACE)
 COLVIN DR.

Existing Crossing
 DOT Number: 718420S
 MP: 186.48-H

1 TRACK(S); 40 CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL (Rubber Flangeways)	40	TRK. FT.	65.00	2,600
ASPHALT (BY CONTRACTOR)	30	TONS	165.00	5,013
RAIL, 136-LB RE	160	LIN FT.	22.00	3,520
TRANSITION RAIL	0	EA.	1140.00	0
INSULATED JOINTS	0	EA.	500.00	0
RAIL ANCHORS	267	EA.	1.50	400
SPIKES	3.0	KEG	115.00	345
TIE PLATES	133	EA.	12.00	1,600
CROSSTIES (10')	0	EA.	75.00	0
CROSSTIES (GRADE 5)	67	EA.	55.00	3,667
BALLAST AND GRAVEL	92	TONS	35.00	3,220
GEOTEXTILE	60	LIN FT.	7.00	420
THERMITE WELDS	4	EA.	550.00	2,200
ASPHALT DISPOSAL	1	LUMPS	5000.00	5,000
TRAFFIC CONTROL	0	LUMPS	10,000.00	0
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				29,384
LABOR				
REMOVE EXISTING CROSSING	40	MAN HOURS	25.00	1,000
REHABILITATE TRK. STRUCTURE	60	MAN HOURS	25.00	1,500
INSTALL NEW CROSSING	40	MAN HOURS	25.00	1,000
TOTAL				3,500
OTHER ITEMS				
COMPOSITE LABOR ADDITIVE (185.81)				6,503
EQUIPMENT RENTAL & TRANSPORTATION				3,500
PRELIMINARY & CONSTRUCTION ENGINEERING SERVICES AND INVOICE				0
TOTAL (TO BE BILLED TO CITY)				\$42,888

ESTIMATE BASED ON TRAFFIC CONTROL AND BARRICADES BEING PROVIDED BY OTHERS, AND FULL CLOSURE OF ROAD. PAVING BY CONTRACTOR.

This estimate is valid for one (1) year after the date of estimate. If work is not performed within this time frame the Railway may revise the estimate to include work not previously deemed necessary.

This estimate shall not be considered as an approval for a temporary crossing. Information provided is an estimation of the anticipated cost for the construction of the crossing only. All temporary construction crossings require a separate approval from Norfolk Southern's General Manager and Division Superintendent, a separate stand alone temporary construction crossing agreement with associated real estate fees, and all required insurances as noted in the in the temporary construction crossing agreement.

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA
 Date: 02/16/2021

File: CX0112640



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Scannell Release and Indemnification Resolution

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Pass-Through/Reimbursement Street Maintenance/4210

Date Received: May 11, 2021

Workshop Date: May 17, 2021

Regular Meeting Date: NA – Priority Work Item

Discussion:

Work on the Colvin Drive crossing requires widening of the facility to accommodate the improvements on each side along with new crossing equipment for the GBLG (and now Scannell) development. This was previously contemplated in the original Development Agreement and requires full reimbursement to the City for any expenditures related to this work. This agreement would apply to GBLG/Scannell for the work they are performing (or via N-S) in the crossing area we are required by N-S to handle the legalities for us acting as agent on their behalf.

Recommendation:

APPROVE RESOLUTION FOR ASSIGNMENT, RELEASE AND INDEMNIFICATION RELATED TO NS AGREEMENT

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ASSIGNMENT, RELEASE AND INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF LOCUST GROVE AND SCANNELL DEVELOPMENT, LLC; TO AUTHORIZE THE MAYOR TO SIGN DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

W I T N E S S E T H :

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

WHEREAS, the City entered into a Development Agreement (the “Agreement”) with GLBG Development, LLC (“GLBG”) on August 3, 2020 in order to account for certain infrastructure improvements as well as to allow for the installation of improvements according with the timing of development as well as the relative funding amounts from the City and GLBG based on overall traffic volumes; and

WHEREAS, the City wishes to enter into an Assignment, Release and Indemnification Agreement (the “Agreement”) with SCANNELL Development, LLC (“Scannell”) as part of its assumption of all obligations of GLBG in order to account for certain infrastructure improvements (namely NS Agreement for crossing work at Colvin Drive) as well as to allow for the installation of improvements according with the timing of development as well as the relative funding amounts from the City and Scannell based on overall traffic volumes; and

WHEREAS, the Mayor and Council of the City of Locust Grove, in the exercise of their sound judgment and discretion, after giving thorough consideration to all the implications involved, and keeping in mind the public interest and welfare of the citizens of the City, have determined that leasing said equipment would be advantageous to and would benefit the citizens of the City.

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

1. **Assignment, Release and Indemnification Agreement.** The Locust Grove City Council hereby authorizes the Mayor to enter into the Assignment, Release and Indemnification Agreement with Scannell Development, as permitted under Georgia law and in substantially the same terms set forth in **Exhibit “A”** attached hereto and incorporated herein by reference, subject to review and approval as to form by the City Attorney.

2. **Authorization for Mayor.** That the Locust Grove City Council hereby authorizes the Mayor to execute said Agreement and those documents necessary to effectuate this Resolution. A copy of said documents shall be filed with the City Clerk.

3. **Attestation.** That the Locust Grove City Council hereby authorizes the City Clerk or Assistant City Clerk to attest the signature of the Mayor appearing on the documents, to affix the official seal of the City thereto as necessary to effectuate this Resolution and to place this Resolution and an executed copy of all such documents regarding this Resolution among the minutes or official records of the City for future reference.

4. **Authorization for Attorney.** The Locust Grove City Council hereby authorizes the City Attorney to review as to form and conformance with state law said Agreements and any and all documents necessary to effectuate this Resolution.

5. **Severability.** To the extent any portion of this Resolution or said Agreements declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution or said Agreements.

6. **Repeal of Conflicting Provisions.** Resolutions or agreements in conflict with this Resolution or the terms of the attached Agreements are repealed to the extent of the conflict.

7. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this __17th__ day of __May__, 2021.

ROBERT PRICE, MAYOR

ATTEST:

MISTY SPURLING, CITY CLERK
(seal)

APPROVAL AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"

ASSIGNMENT, RELEASE AND INDEMNIFICATION AGREEMENT
BETWEEN CITY OF LOCUST GROVE
AND SCANNELL DEVELOPMENT, LLC

ASSIGNMENT, RELEASE AND INDEMNIFICATION AGREEMENT

For ten dollars (\$10.00.) and other good and valuable consideration acknowledged as sufficient for this agreement, the City of Locust Grove, Georgia (hereinafter "City") and Scannell Properties, LLC, an Indiana limited liability company (hereinafter "Scannell") enter into this Assignment, Release and Indemnification Agreement (hereinafter "Agreement") which is made this ___ day of May, 2021. The costs and improvements contemplated.

The parties hereby fully incorporate herein by reference the Agreement dated May 17, 2021 between Norfolk Southern (hereinafter "NS") and the City of Locust Grove, Georgia, and approved by the City Council on said date which is attached hereto as **Exhibit "A"** and referred herein as the "NS Crossing Agreement." The parties acknowledge that the NS Crossing Agreement is to effectuate improvements to NS railroad crossing in the City at Colvin Drive and associated road improvements to Colvin Drive. All costs incurred by the City under the NS Crossing Agreement shall be accounted for by the City, and billed to and reimbursed by Scannell which was contemplated by the Development Agreement between the City of Locust Grove and GBLG Development, LLC entered into on 3rd day of August, 2020 and referred to as the "Development Agreement." Scannell expressly represents and warrants to the City that it has assumed all obligations under the Development Agreement.

The City assigns and Scannell accepts all rights, responsibilities, obligations, duties, liabilities, and costs under NS Crossing Agreement. Scannell recognizes and agrees to pay the approximate project costs of Six Hundred, Forty-Six Thousand, Forty-One Dollars and 00/100 (\$646,041.00) plus any overruns as well as the City's costs associated with design, attorneys' fees, and general administration of the project including, but not limited to, insurance coverage that the City must purchase under the NS Crossing Agreement.

Furthermore, Scannell agrees to indemnify, fully release, save and hold harmless the City, its officers, agents and employees, from and against any and all liability, claims, losses, damages, and expenses (including attorney's fees and litigation costs) for personal injuries (including death) and/or property damage to whomever or whatsoever or in any manner that grows out Scannell, its employees, agents and/or contactors performance of the NS Crossing Agreement or Development Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this ___ day of _____, 2020.

Signatures are found on the following page.

CITY:

CITY OF LOCUST GROVE, GEORGIA

By: _____ (L.S.)

Robert S. Price, Mayor

ATTEST:

Misty Spurling, City Clerk

[Seal]

OWNER:

SCANNELL DEVELOPMENT, LLC, an
Indiana limited liability company

By: _____

Its: Manager

Signed, sealed, and delivered

before me this ____ day of

_____, 2020.

Notary Public

(Seal)

EXHIBIT A

NS CROSSING AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

CITY OF LOCUST GROVE, a Georgia Municipality, whose mailing address is 3644 Hwy 42, Locust Grove, Georgia 30248 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to widen Colvin Drive (DOT# 718420S) at RAILWAY (the "Facilities"), in the vicinity of RAILWAY Milepost 186.48-H, at or near Locust Grove, Henry County, Georgia (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement; provided however, that the indemnification and save harmless in section (a) shall apply except to the extent that RAILWAY's gross negligence or willful misconduct are demonstrated to have caused any such claims.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in

writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof and LICENSEE has not cured the asserted basis for termination within said sixty (60) day period, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE and said property and property rights outside of RAILWAY property shall be held and owned by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Forty-Six Thousand, Forty-One Dollars and Zero Cents (\$646,041.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Locust Grove
City Hall
3644 Hwy 42
Locust Grove, Georgia 30248
Attention: Tim Young

As to RAILWAY:
c/o Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3504
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not

be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF LOCUST GROVE, a Georgia
Municipality

**NORFOLK SOUTHERN RAILWAY
COMPANY**, a Virginia corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NS File: CX0112640

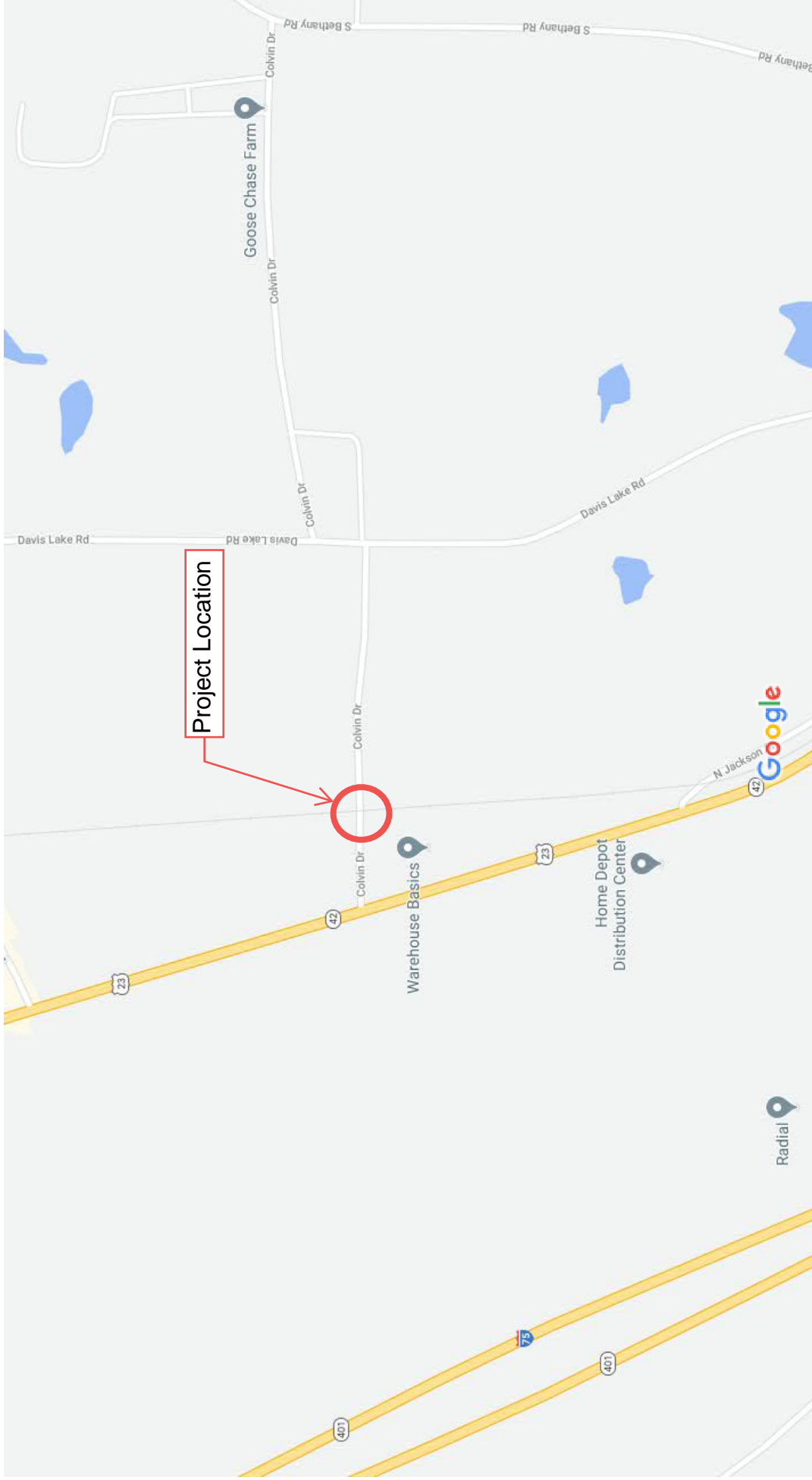


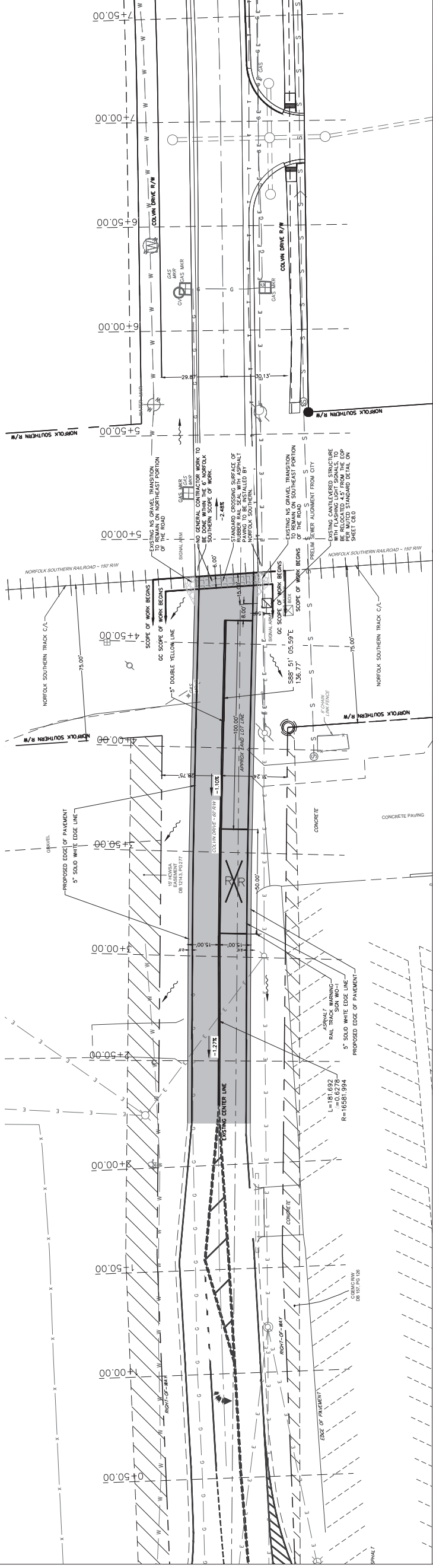
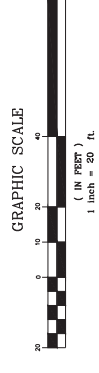
Exhibit B

- NORFOLK SOUTHERN NOTES**
1. ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK "SPECIAL PROVISIONS FOR THE PROTECTION OF THE RIGHT-OF-WAY" (SEE PROJECT MANUAL SECTION 700.01) AND SHALL BE DONE IN ACCORDANCE WITH THE DESIGN AND INSTALLATION/MODIFICATION OF WARNING DEVICES, AND WILL PROVIDE ENGINEERING, DESIGN, AND COST ESTIMATES FOR THE WARNING DEVICES AT PROJECT EXPENSE.
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND FOR THE DESIGN AND INSTALLATION/MODIFICATION OF WARNING DEVICES, AND WILL PROVIDE ENGINEERING, DESIGN, AND COST ESTIMATES FOR THE WARNING DEVICES AT PROJECT EXPENSE.

PAVING LEGEND

- H.D. ASPHALT
- NS GRAVEL TRANSITION
- NS GRAVEL TRANSITION

- NOTES**
1. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.
 2. EXISTING SPEED LIMIT IS 35 MPH DESIGN SPEED.
 3. EXISTING SPEED LIMIT ON DAVIS LAKE ROAD IS 25 MPH.



LOW PT STA: 7+23.15
LOW PT ELEV: 876.70
HIG PT STA: 7+23.15
HIG PT ELEV: 877.95
PW ELEV: 875.95
K: 49.00
LVC: 182.24

HIGH PT STA: 4+88.89
HIGH PT ELEV: 879.73
LOW PT STA: 4+88.89
LOW PT ELEV: 879.73
PW STA: 4+40.45
PW ELEV: 879.73
LVC: 99.08

HIGH PT STA: 2+85.53
HIGH PT ELEV: 877.96
LOW PT STA: 2+85.53
LOW PT ELEV: 877.52
PW STA: 2+85.53
PW ELEV: 877.52
LVC: 8.81

HIGH PT STA: 4+82.92
HIGH PT ELEV: 879.73
LOW PT STA: 4+82.92
LOW PT ELEV: 879.73
PW STA: 4+82.92
PW ELEV: 879.73
LVC: 99.08

HIGH PT STA: 4+88.89
HIGH PT ELEV: 879.73
LOW PT STA: 4+88.89
LOW PT ELEV: 879.73
PW STA: 4+88.89
PW ELEV: 879.73
LVC: 99.08

HIGH PT STA: 4+88.89
HIGH PT ELEV: 879.73
LOW PT STA: 4+88.89
LOW PT ELEV: 879.73
PW STA: 4+88.89
PW ELEV: 879.73
LVC: 99.08

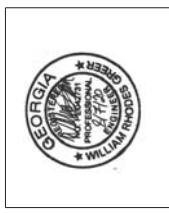
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LVC: 99.08

HIGH PT STA: 4+88.89
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LOW PT ELEV: 879.73
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LVC: 99.08

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HIGH PT ELEV: 879.73
LOW PT STA: 4+88.89
LOW PT ELEV: 879.73
PW STA: 4+88.89
PW ELEV: 879.73
LVC: 99.08

EBERLY & ASSOCIATES, INC.
1870/452/849 FAX/770/452/0066
2951 FLOWERS ROAD SOUTH, STE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE



PROJECT:
**SCANNELL SR 42 AT
LAND LOT 216
2ND DISTRICT
HENRY COUNTY, GEORGIA
CITY OF LOCUST GROVE**

REVISIONS:

NO.	DESCRIPTION	DATE
1	11/16/20 NS 2ND SUBMIT.	

LAYOUT & STAKING PLAN

SCALE:	1" = 20'
DATE:	08/04/20
DRAWN BY:	T. SAKURINGWA
PROJECT MANAGER:	W. GREER
QA/QC CHECK:	W. GREER

PROJECT NO.
19-021

SHEET NO.
CR3.0

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LOCATION MAP
N.T.S.

NORFOLK SOUTHERN NOTES

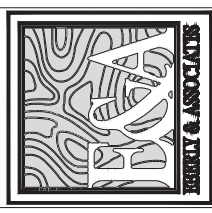
1. ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK "SPECIAL PROVISIONS FOR THE PROTECTION OF RAILROAD INTERESTS" (NS SPECIAL PROVISIONS).
2. ANY WORK TO BE DONE IN THE R/W SHALL BE DESIGNED AND INSTALLED/MODIFIED OF WARNING DEVICES, AND WILL PROVIDE ENGINEERING, DESIGN, AND COST ESTIMATES FOR THE WARNING DEVICES AT PROJECT EXPENSE.

PAVING LEGEND

- H.D. ASPHALT
- NS SCOPE OF WORK
- NS GRAVEL TRANSITION

NOTES

1. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.
2. ROADWAY ALIGNMENT SHOWN IS FOR A 35 MPH DESIGN SPEED.
3. EXISTING SPEED LIMIT ON LOUST GROVE ROAD IS 25 MPH.



LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE



PROJECT:
COLVIN DRIVE
LAND LOT 217 & 232
LOUST GROVE, GEORGIA

REVISIONS:

07/23/20	OWNER REVIEW
08/07/20	OWNER REVIEW
09/11/20	OWNER REVIEW
09/18/20	NS RESUBMIT.
11/16/20	NS RESUBMIT.

LAYOUT & STAKING PLAN
SCALE: 1" = 20'
DATE: 06/04/20
DRAWN BY: T. SAKURINGWA
PROJECT MANAGER: W. GREBER
QA/QC CHECK: W. GREBER

PROJECT NO. 19-095
SHEET NO. CR3.1

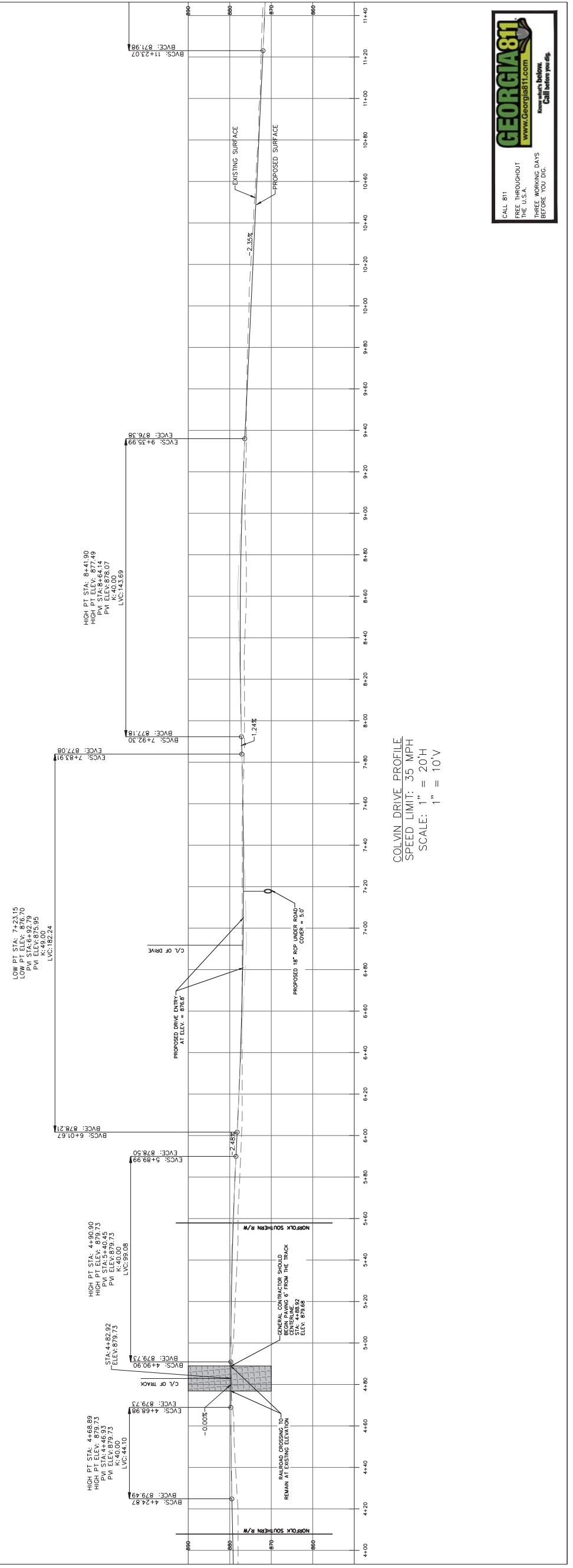
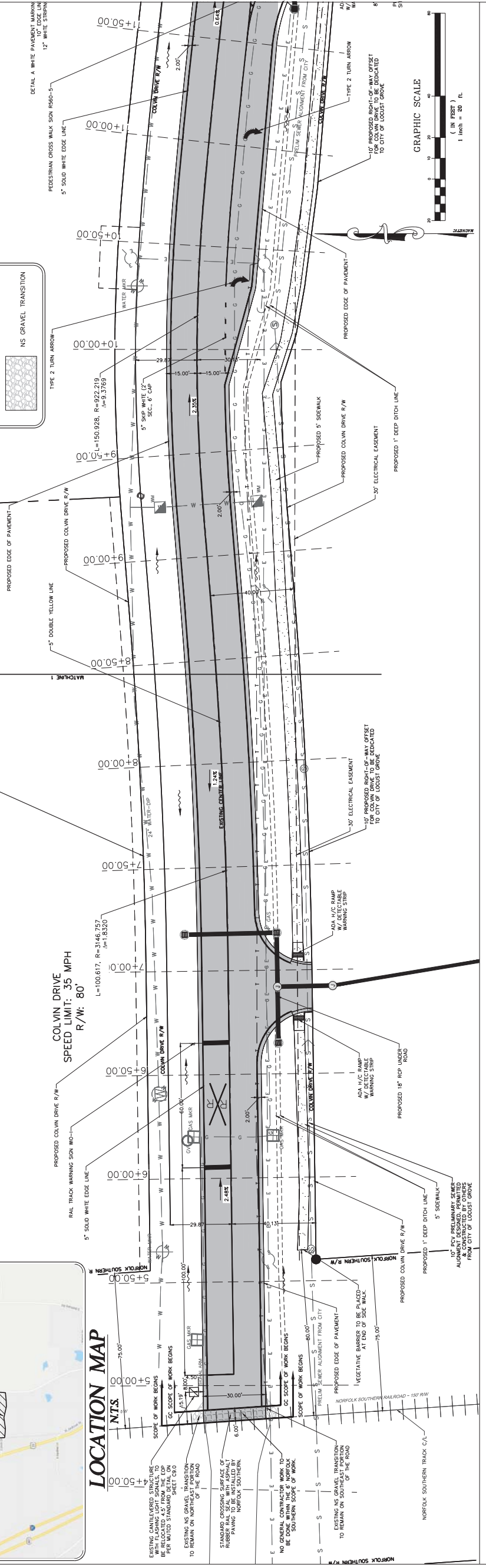
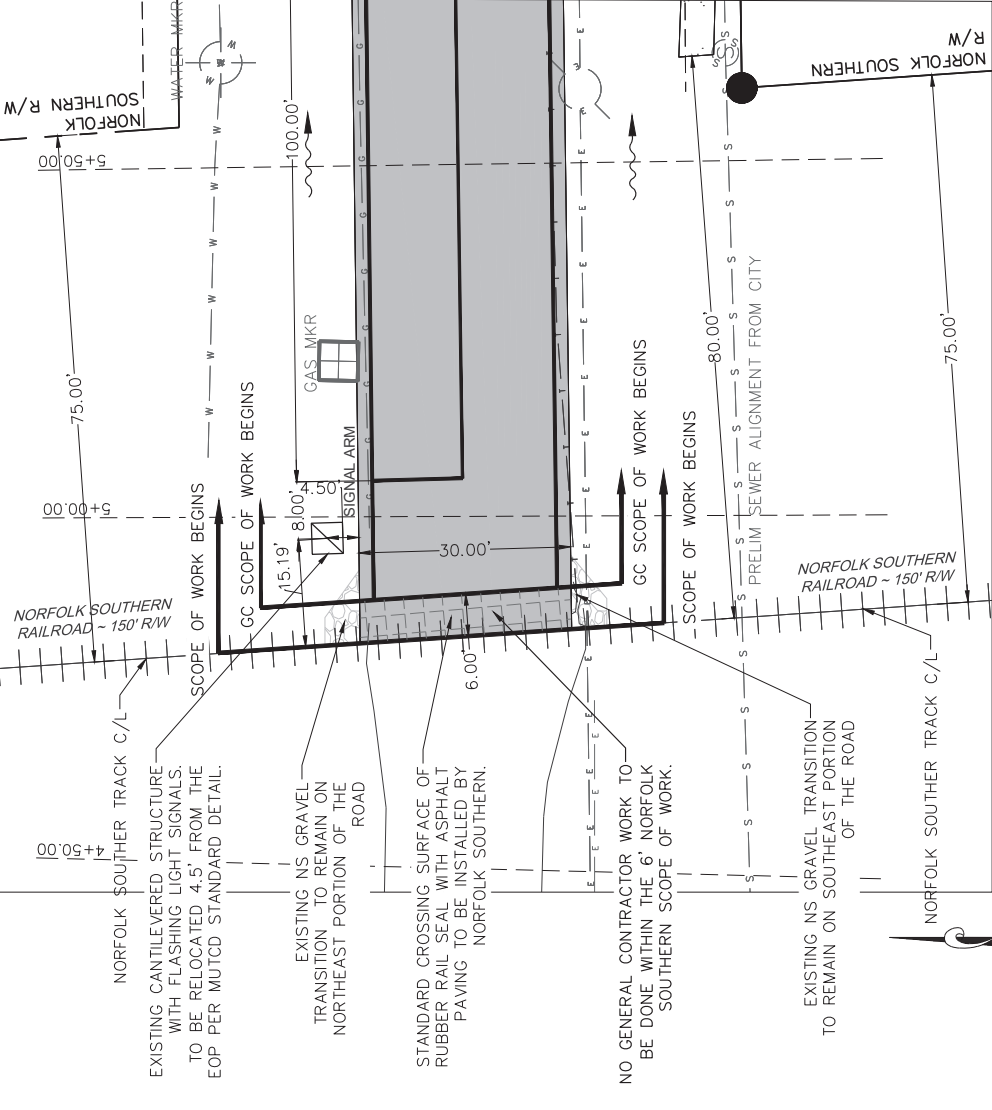
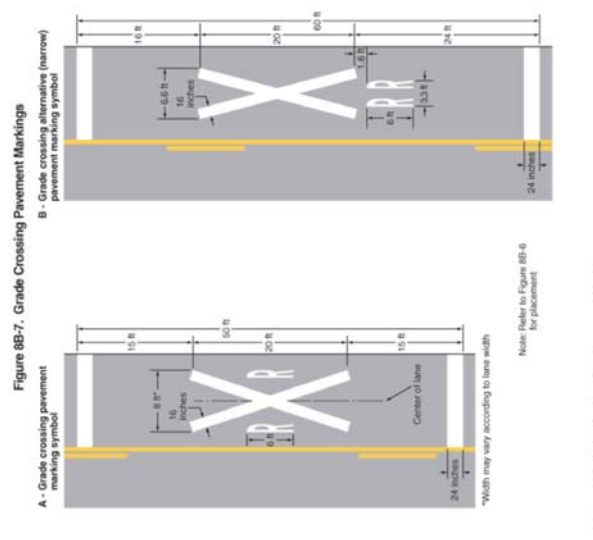
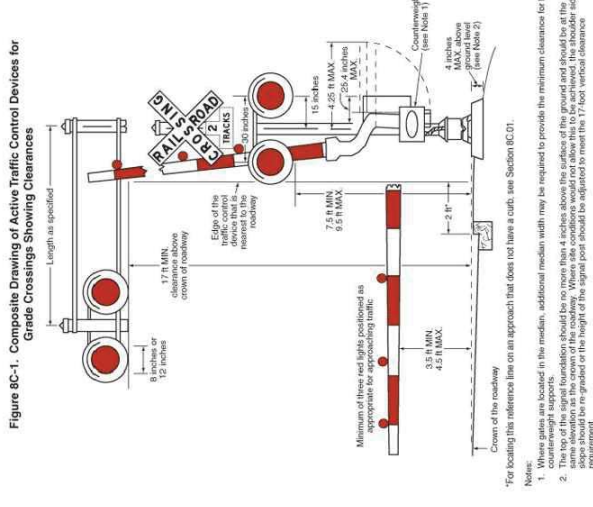
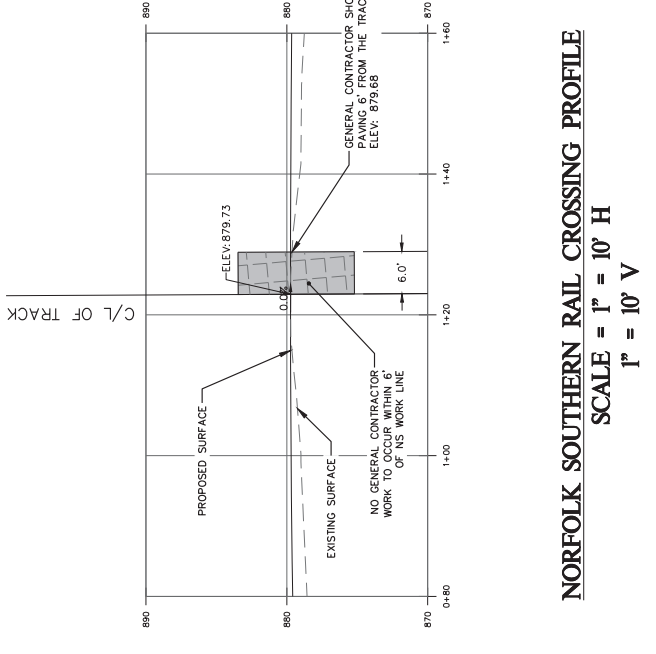
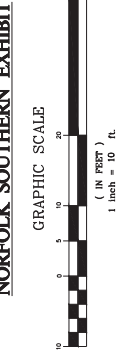


Exhibit B



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NORFOLK SOUTHERN SOUTHERN NOTES

- ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE "NORFOLK SOUTHERN" (NS) SPECIAL PROVISIONS OF RAILWAY INTERESTS' (NS SPECIAL PROVISIONS).
- THE NS SIGNAL DEPARTMENT HANDLES THE CIRCUITRY DESIGN AND INSTALLATION/MODIFICATION OF WARNING DEVICES, AND ESTIMATES FOR THE WARNING DEVICES AT PROJECT EXPENSE.

PAVING LEGEND

- H.D. ASPHALT
- NS SCOPE OF WORK
- NS GRAVEL TRANSITION

PROJECT: COLVIN DRIVE
LAND LOT 217 & 232
2ND DISTRICT
LOCUST GROVE, GEORGIA



BERBY & ASSOCIATES
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LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.
- E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.

- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:

- (1) Physical Damage to Property Amendment
- (2) Terrorism Risk Insurance Act (TRIA) coverage must be included

- i. Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion – Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) Required State Cancellation Endorsement
- (4) Quick Reference or Index Form CL/IL 240

- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 - 1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. Please provide point of contact information with the submission including a phone number and email address.

- 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor’s commercial general, automobile, and workers’ compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
- 3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor’s Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor’s Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: **February 25, 2021**
- B. NS File No.: **CX0112640**
- C. NS Milepost: **186.48H**
- D. Sponsor’s Project No.: _____

Exhibit D

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: City of Locust Grove
Project Description: Widen Colvin Drive across Norfolk Southern
Location: Locust Grove, Henry County, Georgia
Project No.: 0
Milepost: 186.48-H
File: CX0112640
Date: February 13, 2021

SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	23,786
ITEM C - Accounting	2,622
ITEM D - Flagging Services	36,440
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	540,306
ITEM G - Track Work	42,888
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 646,041

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ -

Exhibit D

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	40 Hours @ \$60 / hour=	2,400
Labor Additives:		1,886
Travel Expenses:		1,500
Services by Contract Engineer:		18,000
	NET TOTAL - ITEM B	\$ 23,786

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	25 Hours @ \$30 / hour=	750
Accounting Additives:		622
	NET TOTAL - ITEM C	\$ 2,622

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	30 days @ 390.00 per day=	11,700
	(based on working 12 hours/day)	
Labor Additive:		21,740
Travel Expenses, Meals & Lodging:		
	30 days @ \$100/day=	3,000
Rental Vehicle	0 months @ \$950/month=	0
	NET TOTAL - ITEM D	\$ 36,440

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	NET TOTAL - ITEM E	\$ -

Exhibit D

ITEM F - Signal & Electrical Changes

Material:	(see attached summary)	236,000
Labor:	(see attached summary)	109,467
Purchase Services:	(see attached summary)	29,896
Other:	(see attached summary)	164,944
NET TOTAL - ITEM F		\$ 540,306

ITEM G - Track Work

Material:	(see attached summary)	29,384
Labor:	(see attached summary)	3,500
Additive:	(see attached summary)	6,503
Purchase Services:	(see attached summary)	3,500
NET TOTAL - ITEM G		\$ 42,888

ITEM H - T-CUBED

Lump Sum \$ -

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (02/13/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



Exhibit D

Round Figure Estimate for Grade Crossing Warning Devices

City/State: LOCUST GROVE, GA

Road: COLVIN DR/CR362

MilePost: 186.5-H

DOT/AAR: 718420S

State Proj. No.:

County: HENRY

S&E Proj. No.: 03.0168

File Number: 061-03.1235

Man Days: 240

Purchases - Others	
Meals and Lodging:	\$35,989.06
Rental of Equipment:	\$49,196.90
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 40 Days)	
Construction Supervision Vehicle:	\$7,525.47
Purchases - Other Total:	\$92,711.43
Material And Additives	
Material Cost:	\$200,000.00
Sales and Use Tax:	\$16,000.00
Material Handling Freight:	\$20,000.00
Material Total:	\$236,000.00
Labor And Additives	
Labor Cost:	\$84,720.00
(6 man crew at \$2,118.00 a day for: 40 days)	
Payroll Tax & Overheads:	\$72,232.27
Preliminary Engineering:	\$29,895.60
Construction Supervision:	\$24,746.71
Labor Total:	\$211,594.58
Project Cost:	\$540,306.01
Scrap / Salvage Credit:	\$0.00
Project Total:	\$540,306.00

Estimated on: 07-Jan-21

Estimated by: uegbb

Estimate valid for 1 year from date of estimate

Exhibit D

Norfolk Southern Railway Company
 Georgia Division
 Locust Grove, Henry County, Georgia
 ESTIMATE FOR CROSSING IMPROVEMENT (ASPHALT SURFACE)
 COLVIN DR.

Existing Crossing
 DOT Number: 718420S
 MP: 186.48-H

1 TRACK(S); 40 CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL (Rubber Flangeways)	40	TRK. FT.	65.00	2,600
ASPHALT (BY CONTRACTOR)	30	TONS	165.00	5,013
RAIL, 136-LB RE	160	LIN FT.	22.00	3,520
TRANSITION RAIL	0	EA.	1140.00	0
INSULATED JOINTS	0	EA.	500.00	0
RAIL ANCHORS	267	EA.	1.50	400
SPIKES	3.0	KEG	115.00	345
TIE PLATES	133	EA.	12.00	1,600
CROSSTIES (10')	0	EA.	75.00	0
CROSSTIES (GRADE 5)	67	EA.	55.00	3,667
BALLAST AND GRAVEL	92	TONS	35.00	3,220
GEOTEXTILE	60	LIN FT.	7.00	420
THERMITE WELDS	4	EA.	550.00	2,200
ASPHALT DISPOSAL	1	LUMPS	5000.00	5,000
TRAFFIC CONTROL	0	LUMPS	10,000.00	0
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				29,384
LABOR				
REMOVE EXISTING CROSSING	40	MAN HOURS	25.00	1,000
REHABILITATE TRK. STRUCTURE	60	MAN HOURS	25.00	1,500
INSTALL NEW CROSSING	40	MAN HOURS	25.00	1,000
TOTAL				3,500
OTHER ITEMS				
COMPOSITE LABOR ADDITIVE (185.81)				6,503
EQUIPMENT RENTAL & TRANSPORTATION				3,500
PRELIMINARY & CONSTRUCTION ENGINEERING SERVICES AND INVOICE				0
TOTAL (TO BE BILLED TO CITY)				\$42,888

ESTIMATE BASED ON TRAFFIC CONTROL AND BARRICADES BEING PROVIDED BY OTHERS, AND FULL CLOSURE OF ROAD. PAVING BY CONTRACTOR.

This estimate is valid for one (1) year after the date of estimate. If work is not performed within this time frame the Railway may revise the estimate to include work not previously deemed necessary.

This estimate shall not be considered as an approval for a temporary crossing. Information provided is an estimation of the anticipated cost for the construction of the crossing only. All temporary construction crossings require a separate approval from Norfolk Southern's General Manager and Division Superintendent, a separate stand alone temporary construction crossing agreement with associated real estate fees, and all required insurances as noted in the in the temporary construction crossing agreement.

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA
 Date: 02/16/2021

File: CX0112640



Community Development Department

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

Item Coversheet

Item: An Ordinance to approve the final plat for Nine Oaks subdivision – Phase 2, located on Peeksville Road

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: No

Date Received: April 28, 2021

Workshop Date: May 17, 2021

Regular Meeting Date: N/A

Discussion:

Metro Engineering & Surveying CO., Inc. of McDonough, GA submitted the final plat for Nine Oaks subdivision – Phase 2 to be located on Peeksville Road.

Applicant/Developer:

**CAPSHAW DEVELOPMENT COMPANY, LLC
450 RACETRACK ROAD
MCDONOUGH, GA 30252**

The general concept is 18 single-family residential lots.

Project Data:

- **Location = Peeksville Road**
- **Gross Acreage = approximately 10.407 +/- acres**
- **Property zoning = R-2 with conditions (Single Family Residential)**
- **Lot Count = 18 (Phase 2)**
- **Open Space = 1.015 +/- acres (Phase 2)**
- **Minimum Lot Size = 18,000 sq. ft.**
- **Minimum Lot Width = 100'**
- **Minimum House Size = 2,000 sq. ft.**
- **Setbacks:**
 - **Front = 40'**
 - **Side = 15', Side Corner = 40'**
 - **Rear = 40'**

Zoning Conditions:

1. Acceleration/deceleration lanes shall be installed as warranted by traffic volumes.
2. A second entrance from Peeksville Road shall be provided or a boulevard entrance shall be required.
3. Vinyl shall not be allowed on any exterior facades other than in the gable vents, soffits, under-porch areas, fascia boards, and minor architectural accents.
4. Side-entry garages shall be required; however, the Community Development Director shall be authorized to permit front-entry garages on a case-by-case basis on individual lots after it has been determined there are physical constraints on the lot that make side-entry garages impractical.
5. MUTCD-approved flashing pedestrian crossing signage and striping shall be installed across Peeksville Road to provide safe access from the development to Warren Holder Park.

Recommendation:

Staff recommends approval of Nine Oaks Phase 2 subdivision final plat.

I MOVE TO (approve/deny/table) THE RESOLUTION APPROVING THE FINAL PLAT FOR NINE OAKS – PHASE 2 TO BE LOCATED ON PEEKSVILLE ROAD.



Police Department
P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Amendment to Police SOP Section A-095 Firearms Regulations

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:

Workshop Date: May 17, 2021

Regular Meeting Date: N/A

Discussion:

Attached is a revision to Section A-095 Firearms Regulations. Updated the weapons issued and used by the Locust Grove Police Department. This is a necessary item for revision due to caliber change already with service weapons to be consistent.

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 A-095 FIREARM REGULATIONS 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 A-095 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-095 and replacing same with the new Section A-095 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 _____ day of _____, 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 17, 2021**

SOP Section A-095 (amended)

LOCUST GROVE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

SECTION: A-095 FIREARMS REGULATIONS

EFFECTIVE DATE: June 1, 2014

NUMBER OF PAGES: 4

REVISED DATE:

DISTRIBUTION AUTHORIZATION:

Chief Derrick B. Austin

I. PURPOSE

To provide guidelines governing firearms issued to police personnel; to establish rules for carrying firearms in the performance of their duty; to provide criteria for the training of police personnel with department-issued firearms.

II. SCOPE

This policy shall apply to authorized firearms and ammunition carried by department personnel in the performance of their duty and shall govern the training procedures.

III. ISSUED FIREARMS AND AMMUNITION

- A. Approved weapons for on-duty personnel in uniform will be a 9mm Caliber Glock auto-loading pistol or any weapon approved by the Chief of Police.
- B. Approved weapons for on-duty personnel not in uniform will be a 9mm Caliber Glock auto-loading pistol or any weapon approved by the Chief of Police.
- C. Ammunition furnished by the department shall be high-grade factory ammunition from a major manufacturer (i.e., Winchester, Remington, Hornady) and shall not exceed firearms manufacturer's safety regulations.
- D. The department issued shotgun for officers will be a 12-gauge shotgun. Officers carrying issued shotguns will be required to demonstrate proficiency with such weapon prior to duty use and annually thereafter.
- E. Ammunition for shotguns will be provided by the department and shall be from either Federal or Winchester in rifled slug.

- F. The department issued rifle for officers will be an AR-15. Officers carrying issued rifles will be required to demonstrate proficiency with such weapon prior to duty use and annually thereafter.
- G. Only weapons and ammunition issued by the department will be carried while on duty.
- H. The Chief of Police, or his or her designee, shall register all firearms issued to officers in departmental uniform issuance records and the departmental asset inventory.
- I. Newly hired officers (non-P.O.S.T. certified) will not carry a department-issued firearm unless the officer meets the following:
 - 1. The officer participates in the department's approved Recruit Training Program and only during firearms training or other recruit training.
 - 2. The officer participates in the P.O.S.T. mandate-training program and demonstrates firearms proficiency during mandate training.
- J. Newly hired officers (P.O.S.T. certified) will not carry a department issued weapon until the officer has met department standards for firearms proficiency unless the officer is a recent graduate of a regional academy. Within 30 days, the officer will complete a department proficiency course of fire.
- K. Annually, each employee's issued weapons shall be inspected and cleaned by the departmental armorer. Weapons found to be deficient shall be removed from service by the armorer, repaired and/or replaced. The employee will receive a replacement weapon until his or her issued weapon is repaired or replaced.
- L. All firearms, when not in actual personal physical custody, will be stored and secured in an appropriate locked container (safe, vault, weapons locker, child safety lock, etc.). No firearms will be left unsecured in unoccupied vehicles.
- M. When a Department weapon is stored at home, the weapon shall be secured by reasonable and prudent measures, including the use of issued or purchased gun safety locks, to prevent access by children or other family members.

IV. BACK-UP WEAPONS

- A. The department will allow officers to carry a back-up weapon. Approved back-up weapons for on-duty personnel will be a 9mm caliber auto loading pistol or any weapon approved by the Chief of Police.
- B. The department-issued back-up weapon is considered part of the uniform and may be worn by sworn personnel while in uniform. Uniform constraints will exempt officers from carrying a back-up weapon.
- C. Only ammunition issued by the department may be carried while on duty.
- D. Discharging a back-up weapon while on duty is subject to the same rules, regulations and S.O.P. as primary service weapon.
- E. At the discretion of the Chief of Police, certain officers may be permitted to carry the Glock Model 43 as the primary duty weapon. Those officers must meet the minimum standards established by the Chief of Police for the primary duty weapon course of fire using the Glock model 43 in order to carry in that capacity.

V. EXTRA/OFF-DUTY FIREARMS

- A. The Department requires all officers, who are authorized to carry a firearm, to carry their Departmental issued, primary firearm and ammunition when performing an approved law enforcement related extra-duty work assignment outside the normal hours of their on-duty status. The provisions for secondary weapons as previously discussed shall also apply.
- B. The Department neither encourages nor discourages the carrying of a firearm by sworn officers when they are off duty.
- C. O.C.G.A. 16-11-130 establishes exemptions for peace officers regarding weapons carry permits when in the off-duty status.

VI. MAINTENANCE OF RECORDS

The Chief of Police, or his or her designee, shall maintain a record of all weapons used by department personnel and approved by the department.

A. Department Issued Weapons

The Chief of Police, or his or her designee, shall maintain a complete record on each weapon purchased by the department for issuance to

agency personnel. The record shall include but not be limited to the make, model, serial number, and caliber of the weapon.

Once the weapon is issued, it shall be inspected and a recording shall be made of the date of issuance, description of the weapon issued and to whom the weapon was issued by the Chief of Police, or his designee.

The Chief of Police, or his or her designee, shall maintain records regarding weapons issued by the department.

B. Replacement Weapon

When a weapon is determined to be unsafe or unserviceable, it shall be removed from service by the armorer for repair or replacement. The department armorer shall maintain records reflecting changes or replacements.

VII. DISCHARGE OF FIREARM WRITTEN REPORT

- A. An officer, who discharges a firearm either accidentally or on purpose, other than in training or recreational purposes, must submit a written report to his immediate supervisor within 24 hours of the incident.
- B. The report should describe the circumstances surrounding the incident.
- C. If it is determined that the officer was negligent in firing the weapon, disciplinary action may be taken, and the officer may be required to undergo firearms training at the discretion of the Chief of Police.



Police Department
P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Amendment to Police SOP Section A-095 Firearms Regulations

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:

Workshop Date: May 17, 2021

Regular Meeting Date: N/A

Discussion:

Attached is a revision to Section A-095 Firearms Regulations. Updated the weapons issued and used by the Locust Grove Police Department. This is a necessary item for revision due to caliber change already with service weapons to be consistent.

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 A-095 FIREARM REGULATIONS 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 A-095 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-095 and replacing same with the new Section A-095 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.

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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.

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SO ORDAINED this _____ day of _____, 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 17, 2021**

SOP Section A-095 (amended)

LOCUST GROVE POLICE DEPARTMENT
STANDARD OPERATING PROCEDURE

SECTION: A-095 FIREARMS REGULATIONS

EFFECTIVE DATE: June 1, 2014

NUMBER OF PAGES: 4

REVISED DATE:

DISTRIBUTION AUTHORIZATION:

Chief Derrick B. Austin

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Main Street Program

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: 2020-2021 Memorandum of Understanding with GA Department of Community Affairs for Main Street Program

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: NA

Date Received: May 10, 2021

Workshop Date: May 17, 2021

Regular Meeting Date: June 7, 2021

Discussion:

Staff received the 2021-2022 Classic Main Street MOU from the GA Department of Community Affairs. Renewed annually, this MOU establishes the standards and requirements for State and National accreditation of Main Street communities. Upon approval, the MOU will be signed by the City Manager, Chair of the DDA, Main Street Manager, and DCA's Office of Downtown Development Director.

Recommendation:

Staff recommends approval of the 2021-2022 GA Classic Main Street MOU.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE MEMORANDUM OF UNDERSTANDING WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS REGARDING THE 2021-2022 MAIN STREET PROGRAM; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, the City has had a Main Street Program since 2010 and prior a participant in the Better Hometown Program as administered under the guidance issued by the Georgia Department of Community Affairs (“DCA”); and,

WHEREAS, the Locust Grove Main Street Program as regulated by DCA requires a new Memorandum of Understanding (“MOU”) annually to maintain program accreditation; and,

WHEREAS, the MOU has been reviewed at a public meeting held by the City Council on May 17, 2021; and,

WHEREAS, the Mayor and Council believe that acceptance of the MOU for continuation of the Main Street Program is in the best interest of the County and the City, and their citizens;

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

1. **Acceptance of the Memorandum of Understanding.** The Mayor, by and with the advice and consent of the City Council, hereby accepts the MOU as attached hereto and incorporated herein as Exhibit “A”.

2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 7th day of June, 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(seal)

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A





2021-2022 Classic Main Street MOU

Memorandum of Understanding

5/3/2021

This document should be signed by all local parties
(ACR, Board Chair, and Main Street Program Manager)
by **July 1, 2021**

Please email Elizabeth.Elliott@dca.ga.gov with any questions.



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2021 -2022 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Locust Grove, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for the stated term. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties that relate directly to the Main Street program. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the use of the name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational structure/placement of the program or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 10 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. All current Board Members, must be Main Street 101 certified through DCA's online testing system. A copy of each Board Member's Main Street 101 certification must be uploaded to the Standard 5 file in your program's shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager's survey provided by DCA. Failure to complete the annual manager's survey by the deadline may result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.
 - B. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events.

Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- C. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified through DCA's online testing system.
5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2022.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2021-2022 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

####

**GEORGIA CLASSIC MAIN STREET PROGRAM MEMORANDUM
OF UNDERSTANDING: 2021-2022 Program Year**

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Locust Grove



Authorized City Representative (ACR) Signature

05/03/2021

Date

Tim Young

ACR Name Printed

City Manager

ACR Title

MAIN STREET BOARD OF DIRECTORS



Ken Dickey (May 7, 2021 15:45 EDT)

Board Chair Signature

05/07/2021

Date

Ken Dickey

Board Chair Printed Name

1/6/2024

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Date

Manager Printed Name

Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM



ODD Director's Signature

05/03/2021

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov



Police Department
P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Proposal to Add Newly Created Position Class to the Police Department

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:

Workshop Date: May 17, 2021

Regular Meeting Date: June 7, 2021

Discussion:

Proposed job description for Professional Standards Specialist within the City of Locust Grove Police Department is attached. The job description was vetted by the city manager and police department staff. This position will fill a current opening within the department and is critical in the process of certification of the Police Department.

Due to the extensive training and knowledge required for this position I request the following compensation, Grade 64 of the City of Locust Grove Pay Plan No. 701.

Attachments:

Job Description

Police Department Organizational Chart

Recommendation:

Police Department

Professional Standards Specialist

Job Title: Professional Standards Specialist

Job Summary: This position is responsible for performing technical and administrative/specialized duties as departmental training officer and certification manager of the City of Locust Grove Police Department. The incumbent may be assigned temporarily to a specialty area within the department based on needs.

Major Duties:

- Work primarily requires knowledge of:
- Training for all members of the Locust Grove Police Department; sworn and civilian.
- Maintains Georgia POST certification as General Instructor and Firearms Instructor.
- Oversees the field training officer (FTO) program for new hires.
- Maintains all files/records related to Georgia Association of Chiefs of Police State Certification.
- Acts as department representative for certification manager and certification assessor.
- Acts as departmental Internal Affairs Investigator (IA) on case assigned by the Chief of Police.

Knowledge Required by the Position:

Knowledge of law enforcement concepts and terminology, including police tactics, law enforcement and crime prevention, evidence processing and control, internal affairs, and Georgia State Certification. Computer skills that include Word, Power Point, Excel, Tyler Public Safety RMS, Brazos and Incode platforms, and PowerDMS.

Guidelines:

Guidelines include federal, state and city ordinances and regulations, departmental policies and procedures governing law enforcement action, including court procedures. These guidelines require sound judgment and interpretation in application.

Complexity:

The work involves performing various duties in protecting life and property and enhancing public safety in the City of Locust Grove. The incumbent is required to perform varied duties, including physical observation, simultaneous operation of vehicle and computer, processing reports and interpersonal communication, often in adverse situations. Diversity of population served rapid growth in population and rotating shifts to add to the complexity.

Work Environment:

Work is performed in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm on and off the job; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or

night (shift work), overtime, weekends, on call and holidays; work at any location in the City and travel on specific assignments as required.

Physical Demands:

- Vision: Visual acuity in both eyes, normal color vision, good accommodation, and no field deficit.
- Hearing: Hear in-person, radio, and telephone conversations, recognize differences or changes in sound patterns, loudness, or pitch.
- Speech: Speak audibly and clearly.
- Olfactory Abilities: Must identify and distinguish smells of different materials.
- General Physical Requirements: Must be able to sit or stand for prolonged periods; walk, run, kneel, stoop, crawl, and crouch, make precise and coordinated finger, hand, and limb movements, maintain uniform controlled hand-arm posture or movement, push, pull, or drag an adult (averaging 160 pounds), lift, and carry boxes of evidence (average 50 pounds), use force to restrain/subdue others, work efficiently for long periods of time.

Minimum Qualifications:

High School diploma or equivalent; Associates Degree preferred; valid Georgia driver's license, US citizen, at least 21 years of age; meet P.O.S.T. requirements for Peace Officer Certification and/or academy admittance pursuant to GA law; successful completion of the pre-employment process which includes oral interview, background check, criminal and traffic history checks, medical and drug screening; successful completion of Police Academy; must be Georgia P.O.S.T. basic certified for five (5) years, with a minimum of three (3) years of road/patrol experience. P.O.S.T basic and firearms instructor certified.

Supervisory and Management Responsibility:

None. This position works under the direct supervision of the Chief of Police.

Work Environment: The work is typically performed in an office.

Supervisory and Management Responsibility:

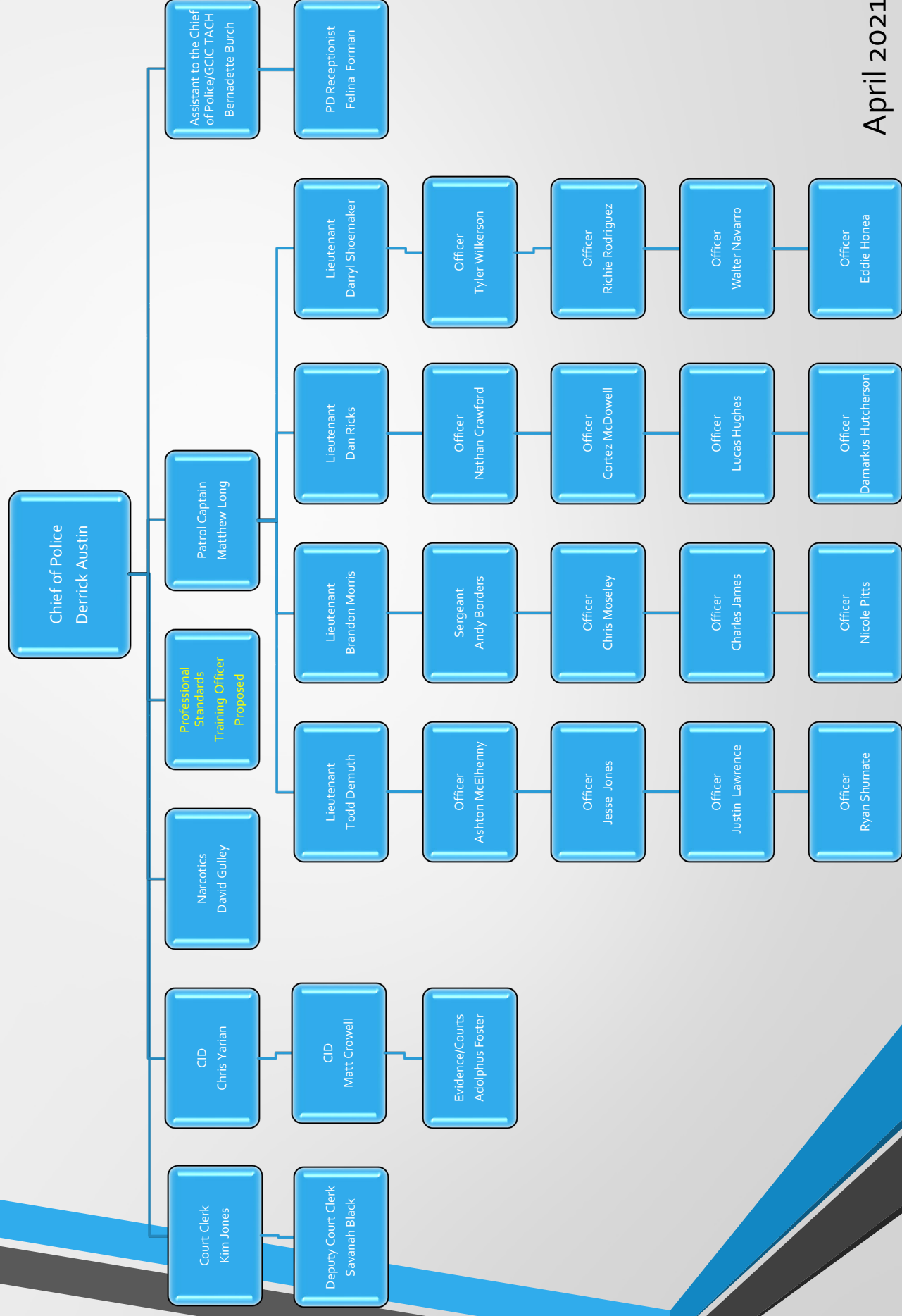
None. This position works under the direct supervision of the Chief of Police.

Pay Grade:

Professional Standards Specialist I Grade 64

Professional Standards Specialist II Grade 66

Locust Grove Police Department





Administration Department

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

Item Coversheet

ITEM: AN ORDINANCE TO APPROVE THE FINAL DESIGN CONCEPT FOR THE LOCUST GROVE SCATTER GARDEN/ VETERANS' MEMORIAL ADJACENT TO CITY HALL

Action Item: Yes No

Executive Session Item: Yes No

Budget Item: General Fund

Date Received: May 6, 2021 – final concept
July 14, 2020 – preliminary concept

Workshop Date: May 17, 2021
July 20, 2020

Regular Meeting Date: June 7, 2021
August 3, 2020

Discussion:

The City Council reviewed a preliminary design for the Scatter Garden back in August of 2020. Since then, the City has sought to incorporate a Veterans' Memorial into the concept. The plan attached as **Exhibit A** details this modified concept.

The design features of the **Scatter Garden** now include:

- Designated areas for cremains scattering
- Designated areas for cremains burial
- A decorative landscaped garden setting
- Decorative fencing
- A small area for ceremonies
- Bench seating
- A memorial wall or columbarium for the names of those interred
- Convenient parking
- Potential for future expansion

The design features of the **Veterans' Memorial** include:

- A memorial garden;
- A memorial monument honoring each branch of the military;
- Easy accessibility via pavers; and,
- Placement for the cannon accepted as a donation by the City from the Army.

Exhibit B identifies the area in which the Scatter Garden and Veterans' Memorial are proposed to be built. The area lies adjacent to the Locust Grove Municipal Cemetery behind the rear parking lot of the Henry County Parks and Recreation building (formerly the Locust Grove First Baptist Church).

All areas will comply with regulations of the Americans with Disabilities Act for accessibility.

Recommendation:

APPROVAL

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND LOCUST GROVE CITY COUNCIL APPROVING THE FINAL DESIGN FOR THE CITY OF LOCUST GROVE'S SCATTER GARDEN AND VETERANS MEMORIAL

WITNESSETH:

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

WHEREAS, the City desires to provide its citizens with a peaceful and dignified place to spread the cremains of loved ones; and

WHEREAS, the City further desires to create a separate, but connected space, in which to honor military veterans for their service to the country; and

WHEREAS, the Mayor and City Council reviewed a conceptual plan for a Scatter Garden at their Regular Meeting on August 3, 2020; and

WHEREAS, the Mayor and City Council instructed staff to incorporate a Veterans Memorial into the Scatter Garden concept plan as a stand-alone area; and

WHEREAS, Falcon Design Consultants submitted a revised concept plan, attached hereto as **Exhibit A**, including a Veterans Memorial, on May 6, 2021; and

WHEREAS, the location designed for this Scatter Garden and Veterans Memorial is identified in attached **Exhibit B**; and

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

1. **Approval of the final concept plan for the Scatter Garden and Veterans Memorial.** The Mayor and Council of the City of Locust Grove hereby ordains that the concept plan attached hereto as **Exhibit A** is approved.
2. **Authorization to proceed with bidding and construction.** The Mayor and Council of the City of Locust Grove hereby ordains that Staff may proceed with construction plans and the solicitation and acceptance of bids to perform the work.
3. **Approval of Execution.** The Mayor is authorized to execute any and all documents which may be necessary to effectuate this Ordinance.

4. **City Clerk.** The City Clerk is authorized to execute, attest to, and seal any other documents which may be necessary to effectuate this Ordinance.
5. **City Manager.** The City Manager or his designee is authorized to carry out the necessary arrangements that are required per this Ordinance.
6. **Severability.** To the extent any portion of this resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Ordinance.
7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Ordinance.
8. **Effective Date.** This Ordinance shall take effect immediately.

ORDINANCE adopted this 7th day of June, 2021.

THE CITY OF LOCUST GROVE, GEORGIA

BY: _____
Robert Price, Mayor

ATTEST:

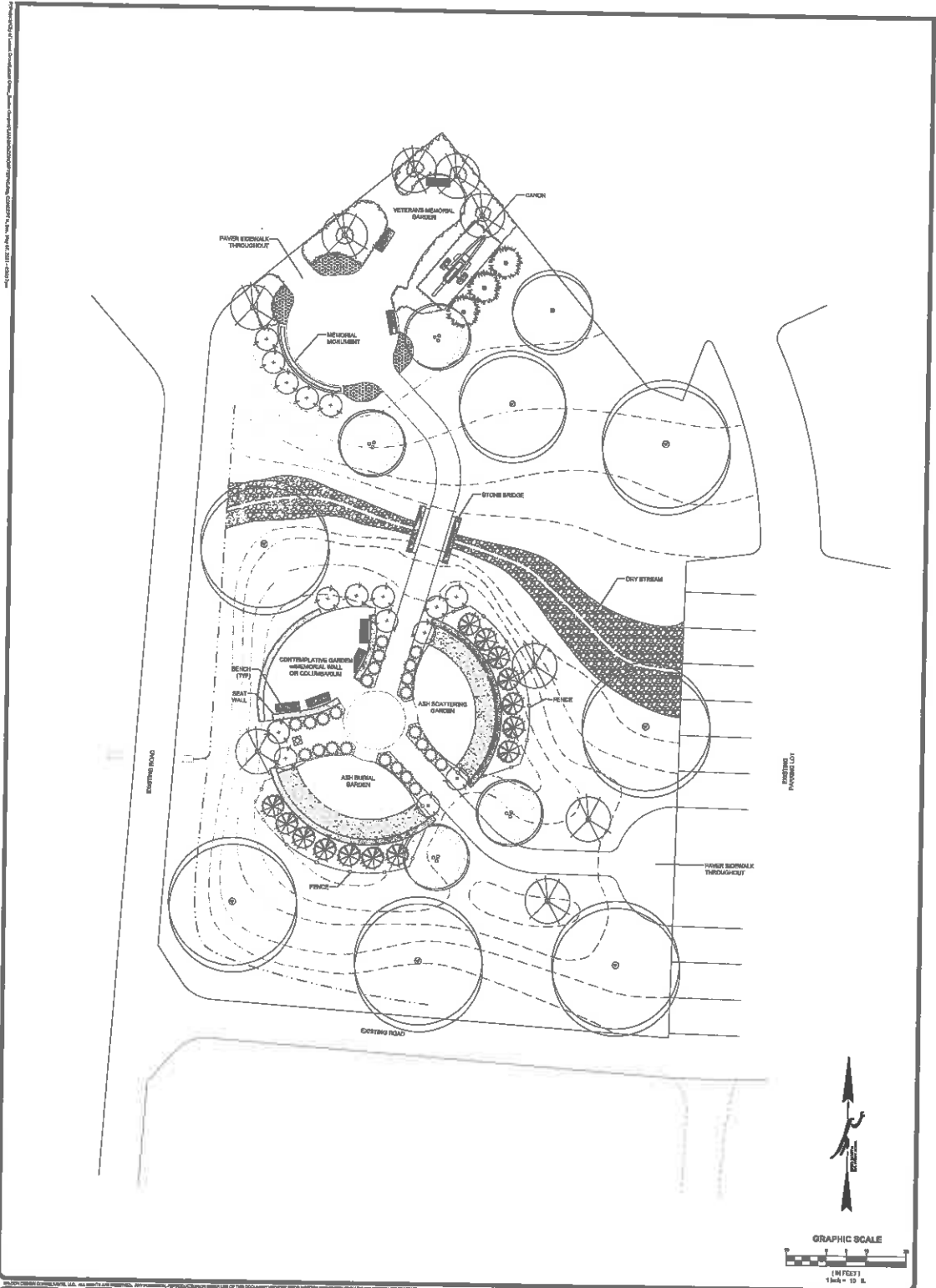
Misty Spurling, City Clerk

[SEAL]

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
Scatter Garden / Veterans Memorial Concept Plan



1.0

DATE	REVISIONS

Check with your client before you use this plan for any other project or site.

CONCEPT PLAN FOR
LOCUST GROVE MEMORIAL GARDENS
 LOCATED IN:
 LOCUST GROVE, GEORGIA

FALCON DESIGN CONSULTANTS

1000 W. BROADWAY
 SUITE 100
 ATLANTA, GA 30334
 (404) 525-1234
 www.falcondesign.com

EXHIBIT B
Scatter Garden / Veterans Memorial Location

BILL GARDNER PKWY

CITY HALL

SCATTER
GARDEN

HC REC





Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: **Approval of a Special Event Permit for a FIREWORKS SALE for TNT Fireworks.**

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: NA

Date Received: May 6, 2021

Workshop Date: May 17, 2021

Regular Meeting Date: N/A

Discussion:

Applicant:

TNT Fireworks
c/o David Midgorden
136 Glenn Groover Road
Hinesville, GA 31313

Staff received a request for a Special Events Permit from David Midgorden on behalf of TNT Fireworks seeking permission to sell fireworks from a tent in the Walmart parking lot from June 22-July 6, 2021 and December 24-31, 2021.

- Music and entertainment
 - None

- Food and drink prepared and consumed on-site
 - None
- Event location(s)
 - 4949 Bill Gardner Parkway – Walmart parking lot only
- The duration of the event (including set up and break down)
 - June 22 - July 6, 2021 (10am – 10pm)
 - December 24 - 31 2021 (10am – 10pm)
- Contact information for the person who will be onsite during the event
 - Ann Thompson – 404-444-7622
- Which merchants will have booths at the event?
 - TNT Fireworks
- Permission from property owner at site:
 - Yes, written permission has been provided for the July 4th sales. A second letter of written permission for the December sale will be provided prior to the event.

Comments:

In Georgia, all fireworks classified as DOT 1.4G (consumer fireworks) are legal to purchase and use as stated in Georgia General Assembly House Bill 727. Consumer fireworks that you can legally buy in retail stores across Georgia include:

- Bottle Rockets
- Sky Rockets
- Roman Candles
- Firecrackers
- Sparklers
- Smoke and Punk (similar to incense)
- Fountains
- Missiles
- Novelties
- Crackle and Strobe
- Parachutes
- Wheels and Spinners
- Sky Flyers
- Display Shells
- Aerial Items (Cakes)

Who can buy Consumer Fireworks in Georgia:

You must be 18 years or older to buy fireworks. The law doesn't stipulate an exact age for igniting them. It is illegal to light fireworks while under the influence of drugs and/or alcohol.

When can you light Consumer Fireworks in Georgia¹:

Legally, you can only ignite fireworks up until a certain hour depending on the holiday. The legal time frame for when fireworks can be legally ignited is:

- New Years: until 1 AM
- Fourth of July: until midnight
- Any other day: not after 9 PM

A Temporary Certificate of Occupancy for the tent from the Henry County Fire Department shall be required prior to the start of the Special Event.

This request is from a for profit organization. A concurrent request has been submitted by the Rainbow Girls to sell fireworks for profit from this same location.

Recommendation:

I MOVE TO (APPROVE/DENY/TABLE) THE SPECIAL EVENT REQUEST MADE BY TNT FIREWORKS TO SELL FIREWORKS FROM JUNE 22 - JULY 6, 2021 AND DECEMBER 24-31, 2021 WITH THE FOLLOWING CONDITION:

- 1. A TEMPORARY CERTIFICATE OF OCCUPANCY FOR THE TENT SHALL BE ISSUED PRIOR TO THE START OF THIS SPECIAL EVENT.**



SPECIAL EVENTS PERMIT APPLICATION

Applicant: David Midgorden	Submittal Date: 5/6/21
Organization: RAINBOW GIRLS	Event Date(s)*: 6/22-7/10/2021 12/24-12/31/21
Type of Event: fund raiser	Event Time(s): 1 each day 10AM-10PM

*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:	136 Glenn Groover, Hinesville, GA 31313
Applicant's e-mail address:	midgordend@rainbowgirls.com
Location of the Event:	4949 Bill Gardner Pkwy, Locust Grove, GA 30248
Name and telephone number of onsite contact who will be onsite for the duration of the event.	Ann Thompson 404-444-7622
Description of the nature of the special event:	sale of GA legal fireworks
Identify sponsors and/or merchants participating in the event.	TNT Fireworks
Identify types of goods to be sold*, if any <i>*Additional permits may be required</i>	see attachment
Duration of the event (including setup and take down)	6/22-7/10 12/23- 12/31/2021
Description of music/entertainment*: <i>*City's Noise Ordinance prohibits loud music/voices after midnight.</i>	NA

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: David Midgorden Date: 5/6/2021



Submittal Date: _____
Permit #: _____
Sign ID #: _____

CITY OF LOCUST GROVE
Sign Permit Application
****All Information Required for Processing****
Sign Location Information

Name of Business: TNT Fireworks
Address: 4949 Bill Gardner Pkwy.
City/State/ZIP: Locust Grove, GA 30248
Telephone: (912) 271 - 9772 Ext. _____ Facsimile: (_____) _____ - _____ Email: midgardend@tntfireworks.com
Land Lot(s): _____ District: _____ Nearest Intersection: _____
Parcel ID # (REQUIRED): WALMART Parking 4949 Bill Gardner Pkwy, Locust Grove, GA 30248

Applicant Information*

Name of Property Owner: Walmart
Address: 702 SW 8th St.
City/State/ZIP: Bonhomie, Ga 72716
Telephone: (478) 277-6710 Ext. _____ Facsimile: (_____) _____ - _____ Email: _____
Contact Person: _____ Contact Number: (_____) _____ - _____

Sign Contractor Information

Name of Business: TNT Fireworks
Address: 4511 Helton Dr
City/State/ZIP: Florence, AL 35630
Telephone: (256) 781-8131 Ext. _____ Facsimile: (_____) _____ - _____ Email: _____
Business License Number: _____

New Sign Information

Ground Sign Projecting/Swinging Sign Wall Sign Temporary Sign Interstate Sign
 Semi-Permanent Sign Wayfinding Sign Roof Sign Entrance Sign
 Window Sign Awning Sign Subdivision Sign Other Type: _____

Height above grade: _____ Material: plastic
Sign Dimensions: 4x3 Total area per each side of sign _____
Beginning Date: 5/22 Ending Date: 7/5/21
Total square footage of building façade: 182sf Setback from Right of Way: _____
Electrical Requirements- Outlets: _____ Lighting: _____ Power connection: _____

Estimated Cost of Construction:

THE APPLICANT SHALL BE RESPONSIBLE FROM THE DATE OF THIS PERMIT, OR FROM THE TIME OF THE BEGINNING OF THE FIRST WORK, WHICHEVER SHALL BE THE EARLIER, FOR ALL DELAY OR DAMAGE OF ANY KIND RESULTING FROM THIS WORK, WHETHER FOR THE BASIC SERVICES OR ADDITIONAL SERVICES TO PERSONS OR PROPERTY. THE APPLICANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS OR ACTIONS, AND ALL EXPENSES INCIDENTAL TO THE DEFENSE OF ANY SUCH CLAIMS, LITIGATION, AND ACTIONS, BASED UPON ARISING OUT OF DAMAGE OR INJURY (INCLUDING DEATH) TO PERSONS OR PROPERTY CAUSED BY OR SUSTAINED IN CONNECTION WITH THE PERFORMANCE OF THIS PERMIT OR BY CONDITIONS CREATED THEREBY OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH WORK PERFORMED UNDER THE PERMIT WITH THE ACQUISITION OF AND CONSTRUCTION UNDER THE PERMIT. THIS SHALL INCLUDE AND PAY FOR, WITHOUT COST TO THE CITY, THE DEFENSE OF ANY AND ALL CLAIMS, LITIGATIONS, AND ACTIONS, SUFFERED THROUGH ANY ACT OR OMISSION OF THE APPLICANT OR ANY SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED UNDER THE SUPERVISION OF ANY OF THEM.
I HEREBY CERTIFY THAT I HAVE EXAMINED AND UNDERSTOOD ALL INFORMATION ON THIS APPLICATION AND THAT THE ABOVE STATEMENTS AND INFORMATION SUPPLIED BY ME ARE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES CONCERNING WORK TO BE PERFORMED SHALL BE COMPLIED WITH WHETHER SPECIFIED HEREON OR NOT.

PLEASE PRINT NAME: _____ see attached letter
APPLICANT'S SIGNATURE (Must Be Original Signature): _____
CONTACT NUMBER: _____

DO NOT COMPLETE THE FOLLOWING—OFFICE USE ONLY

Map Number _____ District _____ Land Lot(s) _____ Zoning _____
Zoning Conditions Concerning Signs: _____
Application APPROVED / DENIED by: _____ Date: _____
Application fee amount \$ _____ cash/check/credit card _____ Received by: _____ Date Submitted: _____

BUILDING DEPARTMENT
Permit APPROVED / DENIED by: _____ Date: _____
Building Permit Remarks: _____
Permit Number _____ Date issued _____ Signature _____
Permit fee in the amount of _____ cash/check/credit card _____ Received by: _____ Date: _____



702 SW 8th Street
Bentonville, AR 72712
Phone 479.273.4298
Kyle.Thurman@walmart.com

August 28, 2020

To Whom It May Concern,

American Promotional Events, Inc. dba TNT Fireworks is an approved National Supplier to conduct fireworks promotions on our Walmart parking lots where this type of promotion is legal. All stores have been researched and approved by the Walmart Realty Department. Approximate time frame for the promotions are:

- December 29th, 2020 through and including January 10th, 2021.
- June 11th, 2021 through and including July 12th, 2021 with the exception of Utah which has an additional selling period through the end of July for Pioneer Days.

American Promotional Events, Inc. dba TNT Fireworks is authorized to sign for and obtain all necessary permits and/or licenses for the promotion and must display such permits and/or licenses at each stand/tent. Walmart grants permission for all patrons of the sale to utilize the restroom facilities at each participating store.

An American Promotional Events, Inc. dba TNT Fireworks representative will call you to introduce the company and discuss your participation in the event. Participation is encouraged and does add additional income to your other income account. Store Management must approve the store's participation and placement on the parking lot by store stamping the Pre-Sale Survey.

Thank you in advance for your cooperation in this matter and if you have any questions, please contact TNT Fireworks at 256-767-7142 or Walmart Services at 700-925-6276-IVR Prompt Fireworks.

Best Regards,

Kyle Thurman
Walmart Services

SAVE Affidavit

Verifying Status for Public Benefit Application O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) _____
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from Douglas
[name of government entity], the undersigned applicant verifies one of the following with
respect to my application for a public benefit:

- 1) I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Alpharetta (city), GA (state).

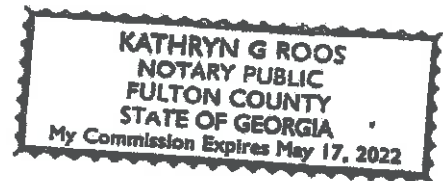
Signature of Applicant

David Midgarden
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
5 DAY OF May, 2021

Kathryn G. Roos
NOTARY PUBLIC

My Commission Expires: 5/17/2022



E-Verify and Private Employers

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, as an applicant for a(n) _____
[business license, occupational tax certificate, or other document required to operate a business]
as referenced in O.C.G.A. § 36-60-6(d), from _____
[name of county or municipal corporation], the undersigned applicant representing the private
employer known as _____ [printed name of
private employer] verifies one of the following with respect to my application for the above
mentioned document:

1. Choose ONE of the following:

- (a) On January 1st of the below signed year the individual, firm, or corporation
employed more than ten (10) employees. If the employer selected (a) please fill
out Section 2 below.
- (b) _____ On January 1st of the below signed year the individual, firm, or corporation
employed ten (10) or fewer employees.

2. The employer has registered with and utilizes the federal work authorization program in
accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-
6(a). The undersigned private employer also attests that its federal work authorization user
identification number and date of authorization are as listed below:

494008 Federal Work Authorization User Identification Number 4-1-12 Date of Authorization

In making the above representation under oath, I understand that any person who knowingly and
willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall
be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such
statute.

Executed on the 6 date of May, 2021 in Alpharetta (city), GA (state)

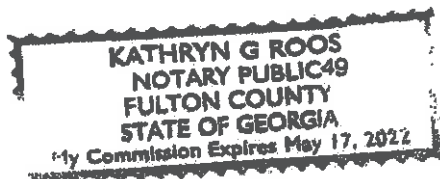
[Signature]
Signature of Authorized Officer or Agent

David Midgorden
Printed Name of and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 6 DAY OF May, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires:

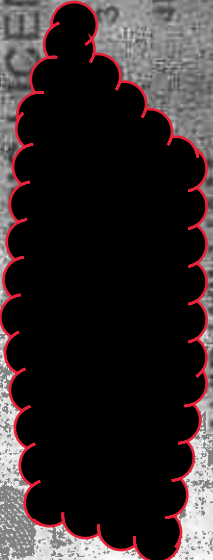


USA



DL

DRIVER'S LICENSE



3 D
4b EX

1 DAVID WILLIAM
1 MIDGORDEN

8 36 GLENN GROOVER RD NE
HINESVILLE, GA 31313-0903

LONG

12 REST A

13 EMO NONE

14 ISS 10/06/2020

15 SEX M

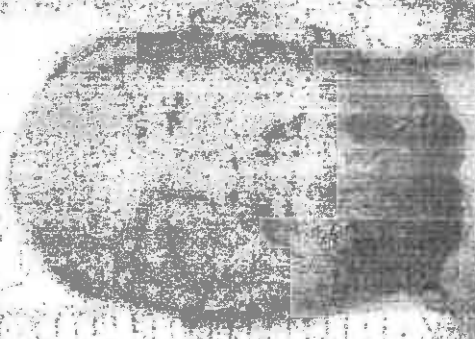
16 EYES BLU

18 HGT 5-03"

17 WGT 205 LB

5 DD 4320 192473 1001 12120

ORGAN DONOR





JOHN F. KING
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

STATE OF GEORGIA
OFFICE OF
GEORGIA SAFETY FIRE COMMISSIONER

License No. CFB21-000046

620 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

Consumer Fireworks Distribution License

The following Branch Store, as defined in NFPA 1124, 2006, is authorized to sell Retail fireworks in accordance with the Rules and Regulations of the Safety Fire Commissioner, Chapter 120-3-22 and O.C.G.A. Section 25-10-5 under the license of it's main office as also defined in NFPA 1124, 2006, shown below.

License Holder:
4511 Helton Drive
Florence, AL 35630

Store Name:
#0495
4920 Bill Gardner Pkwy
Locust Grove GA 30248

This certificate is dependent on the status of the main office license. Provided that license remains in good standing, this certificate will expire on January 31, 2022

Maximum Poundage: 1000 lbs

By 
CRAIG LANDOLT
INTERIM FIRE MARSHALL



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)

11/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:	
PHONE (AC, No, Ext):	FAX (AC, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Everest Indemnity Insurance Company	NAIC # 10851
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1359629 American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
P.O. Box 1318
4511 Helton Drive
Florence AL 35630

COVERAGES**CERTIFICATE NUMBER:** 12284330**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR (NRD) (NRD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	S18GL00242-201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Per accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER. APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Additional Insured: FGA5709: Property located at parking lot at 4949 Bill Gardner Parkway, Locust Grove, GA 30248; Faith Assembly #12 Iorg;
Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12284330
Walmart Stores, Inc.
702 SW 8th Street
Bentonville AR 72716

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wholesale Distributor
 OC TNT FIREWORKS
 For TNT Use: 779-OC8711

ORDER REVIEW

Page No: 1
 Date: 05/06/21
 TNT0001 GARDNERJ

Account No	Location	Disc Rate
2757915	FGA5709	20 %

Sold To: FAITH ASSEMBLY #12, IORG
 ANN THOMPSON
 127 LONGVIEW RD
 STOCKBRIDGE GA 30281

Ship To: WAL-MART #5709
 4949 BILL GARDNER PKWY
 LOCUST GROVE GA 30248

Item No	Description	Selling Price	UOM	Unit Price	Qty Ship	Ext Amt.	Weight
***** ASSORTMENTS *****							
101111A	BIG BANG C J14 1/1	699.99	EA	559.99	3	1,679.98	259.01
101642	INTERCEPTOR TRAY C J07 8/1	64.99	EA	51.99	8	415.94	22.40
101809	BIG TIMER C J09 3/1	189.99	EA	151.99	9	1,367.93	84.00
102047	INDEPENDENCE TRAY C J10 12/1	39.99	EA	31.99	36	1,151.71	84.45
102051	49"ER C J10 6/1	64.99	EA	51.99	36	1,871.71	186.00
102053	ALL AMERICAN C J10 4/1	99.99	EA	79.99	40	3,199.68	266.50
102055	PERFECT SHOW C J10 3/1	129.99	EA	103.99	3	311.98	24.25
102128	THE BIG DELUXE C J11 2/1	249.99	EA	199.99	2	399.98	38.60
102203	PYRO PAK BAG C COM J12 24/1	29.99	EA	23.99	48	1,151.62	76.00
102651	TNT SACK PACK NO WHEELS SS J20 24/1	29.99	EA	23.99	24	575.81	27.00
102654	CENTENNIAL C J20 4/1	129.99	EA	103.99	4	415.97	.09
190114C	GRAB BAG SPECIAL FULL C SM 2/1	50.00	EA	40.00	4	160.00	43.82
***** BASE FOUNTAINS *****							
200184	MAD DOG FOUNTAIN 24/1	18.00	EA	7.20	24	172.80	14.00
200915	DELIRIUM J11 4/1	49.99	EA	39.99	4	159.97	10.90
201207	COOL BREEZE 72/1	8.00	EA	3.20	72	230.40	24.00
***** GROUND SPINNERS *****							
290142	GROUND BLOOM FLOWER PK 6 J07 10/12/6	3.50	EA	1.40	120	168.00	14.00
***** NOVELTIES *****							
320536	POP-IT'S TNT 6/40/50	3.00	BX	.80	720	576.00	39.75
320617	RED SNAPPER SUPER SNAP J18 10/30/20	4.00	EA	3.20	600	1,920.00	59.52
***** SMOKE *****							
351036	SMOKE BALLS ASST'D TNT J07 10/12/6	5.00	BG	2.00	120	240.00	11.00
***** SPARKLERS *****							
380068	MORNING GLORY #10 48/6/5	12.00	IP	.80	288	230.40	16.50
380088	MORNING GLORY #36 48/6	8.00	BG	6.40	48	307.20	13.00
380238	SPARKLER #10 GOLD J09 48/6/5	6.00	EA	4.80	96	460.80	30.80
380245	SPARKLER #20 GOLD J09 48/5	12.00	EA	4.80	48	230.40	18.00
380246	MORNING GLORY #14 30/12/5	2.50	EA	1.00	360	360.00	14.30
380288	SPARKLER #14 NEON PDQ NYP J14 48/5	12.00	EA	4.80	48	230.40	9.05
***** FIRECRACKERS *****							
400130	TNT - PK 12 CRACKER 32/40/12	10.00	IP	.20	1,280	256.00	38.00
400134	TNT - PK 100 CRACKER 8/20/100	4.50	PK	1.80	160	288.00	39.68
400140	TNT - RL 1000 CRACKER 16/1000	19.99	EA	15.99	32	511.74	86.00
400208	FIRECRACKER M-1000 TNT 40/36	12.00	IP	.13	1,440	192.04	25.58
400213	GROUND BLASTER TNT 100/100	7.00	BX	2.80	100	280.00	30.86

400249	TITANIUM CRACKER PK 100 4/20/100	4.00 PK	3.20	80	256.00	25.40

		RELOADABLES			*****	
460066	AMERICA RISING 6SH QUAD BREAK 6/6	69.99 EA	55.99	18	1,007.86	66.14
460227	POWER SURGE J09 1/1	349.99 EA	279.99	1	279.99	21.00
460235	AMERICA'S BEST OF THE BEST J09 1/1	399.99 EA	319.99	1	319.99	26.00
460253	AH-SOME J11 12/6	49.99 EA	39.99	24	959.81	84.00
460267	NX LEVEL 3/4/6	129.99 EA	103.99	57	5,927.54	837.76
460273	MINI CANISTER SHELL 24/6	11.99 EA	9.59	24	230.21	13.23
460296	MONSTER 5" CANISTER SHELLS J19 3/4/6	179.99 EA	143.99	6	863.95	88.18
460297	MAD DOG 6" CANISTER SHELLS J19 3/4/6	189.99 EA	151.99	6	911.95	88.18
460298	FESTIVAL BALLS J20 20/6	15.00 EA	12.00	540	6,480.00	648.00
460299	TNT 5" NEON CANISTER J20 6/2/6	94.99 EA	75.99	6	455.95	2.25
460300	6" DOUBLE BARREL CANISTER J21 3/4/6	209.99 EA	167.99	6	1,007.95	.13
460314	MOOD RINGS 6" CANISTER J21 12/6	54.99 EA	43.99	12	527.90	176.37
460318	12 SHOT TNT J21 12/12	39.99 EA	31.99	60	1,919.52	155.00
460319	ARTILLERY SHELL TNT J21 20/6	18.00 EA	14.40	120	1,728.00	156.00

		MULTI AERIALS			*****	
490282	SATURN MISSILE 25 SHOT 30/4	12.00 IP	2.40	120	288.00	35.27
490529	SUPER MISSILE 300 SHOT 12/1	29.99 EA	23.99	12	287.90	40.79
491380	CORRUPTION J09 2/1	149.99 EA	119.99	2	239.98	26.40
491714	GUARD DUTY 24/1	12.99 EA	10.39	24	249.41	34.00
491775	PINK CHAMPAGNE ON ICE 4/1	119.99 EA	95.99	4	383.97	46.30
491789	WHASSUP 12/1	29.99 EA	23.99	12	287.90	24.00
491816	WORTH THE WAIT 4/1	89.99 EA	71.99	4	287.97	38.00
491821A	VERTICAL FIRE WITH BASE 18/1	16.99 EA	13.59	54	733.97	103.50
491860	ALL GOLD EVERYTHING 4/1	79.99 EA	63.99	4	255.97	31.00
491912	MAD DOG 16SH J18 18/1	30.00 EA	12.00	54	648.00	112.44
491914	JUSTIFY 9SH J18 12/1	24.99 EA	19.99	24	479.81	70.55
491924	WHOA BABY! 12SH J18 8/1	44.99 EA	35.99	8	287.94	37.48
491948	FORCE BLASTER J19 12/1	24.99 EA	19.99	12	239.90	21.16
491959	FREEDOM'S CALLING J19 4/1	180.00 EA	72.00	12	864.00	108.00
491960	PURE HEAT J19 4/1	180.00 EA	72.00	4	288.00	32.63
491962	DADGUM 12/1	18.00 EA	14.40	24	345.60	42.33
493043	TIGER ROLL J20 12/1	23.99 EA	19.19	12	230.30	34.39
493051	OUTLANDER J20 4/1	69.99 EA	55.99	4	223.97	33.51
493059	CENTENNIAL 12 SHOT J20 36/1	14.99 EA	11.99	36	431.71	47.62
493060	CENTENNIAL XL J20 4/1	69.99 EA	55.99	4	223.97	33.51
493072	PHOENIX FLYER J20 4/1	180.00 EA	72.00	8	576.00	78.00
493152	WOWZA! 50SH J21 4/1	180.00 EA	72.00	8	576.00	72.31
493153	RED DEVIL 12SH J21 4/1	59.99 EA	47.99	12	575.90	46.30

		ROMAN CANDLES			*****	
610040	10 BALL HOT SHOT CRACKLING 24/6	20.00 IP	1.33	144	192.00	31.65
610046	10 BALL TNT MAGICAL ROMAN 36/4	8.00 IP	1.60	288	460.80	54.00
610067	5 BALL TNT ROMAN CANDLE 72/4	10.00 PK	4.00	216	864.00	114.00
610111	ASSORTED 6-PAK CANDLES 24/6	20.00 PK	8.00	24	192.00	30.00
610172	LASER CANDLE 120 SHOT J07 18/1	29.99 EA	23.99	18	431.86	32.35
610190	8 BALL MAGIC COMET CANDLE J18 18/4	21.99 EA	17.59	18	316.66	26.50
610206	PREMIUM ROMAN CANDLE J21 18/4	14.99 PK	11.99	54	647.57	11.90

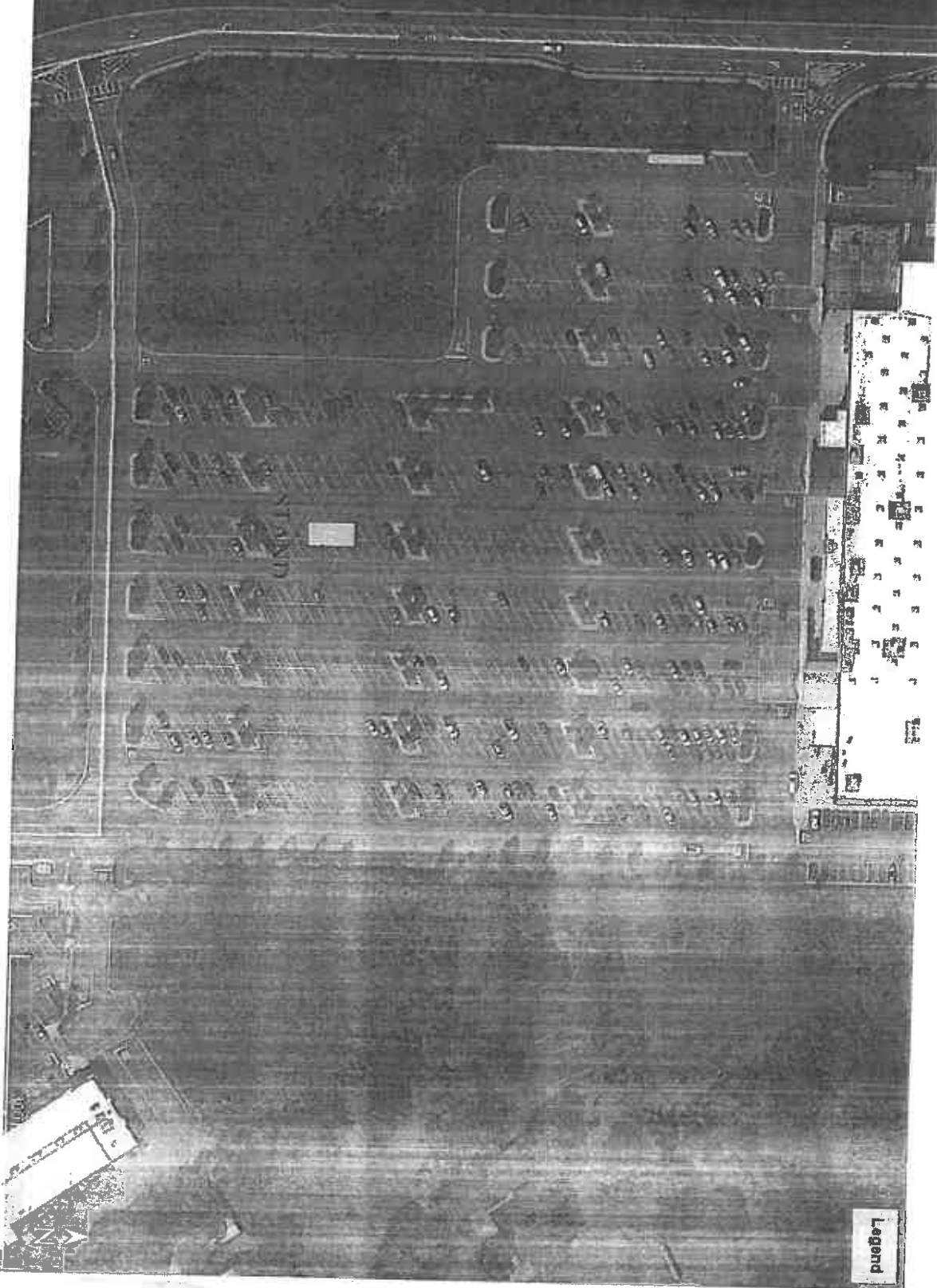
		ROCKETS			*****	
640002	MOON TRAVEL BOTTLE ROCKET 25/12/12	12.00 IP	.80	1,200	960.00	68.00

640139	SCREAMING RATTLERS 72/12	16.00	IP	.53	864	460.82	28.95
640498	SKY PARADE J18 16/5	23.99	EA	19.19	16	307.07	37.48

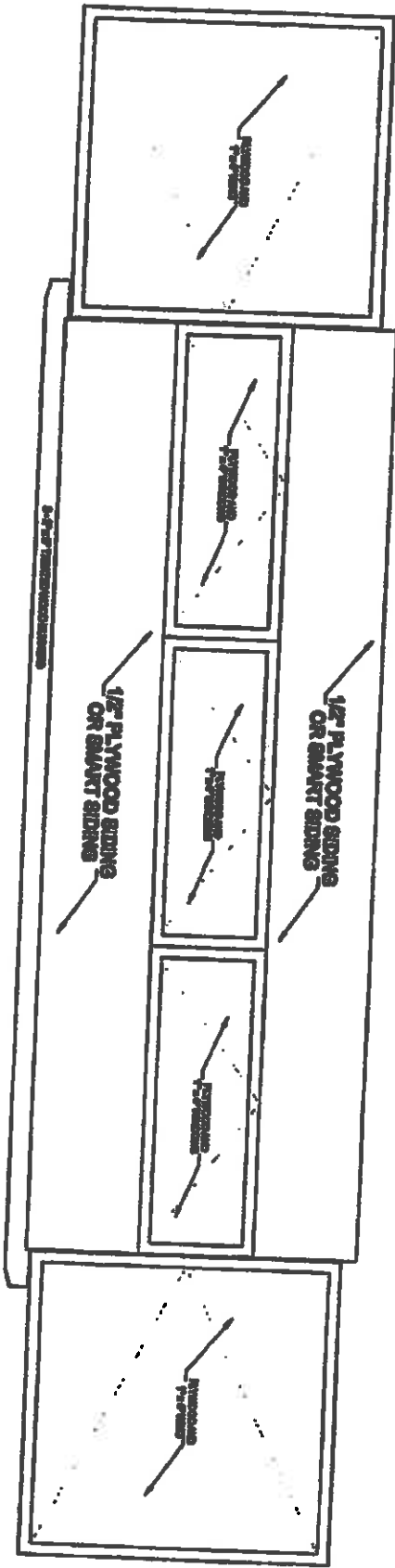
671004	SAT NOVELTY CASE A 1/1	COUNTER CASES			*****		
320195	TNT BLASTS 6PK				1		
320460	5K TNT CRACKLING THUNDER 6FT	3.50	BG	1.40	36	50.40	
320035	PARTY POPPER 6 PK	10.00	EA	8.00	13	104.00	5.42
320132	LIGHTNING FLASH BOX OF 6	2.50	BG	2.00	24	48.00	10.00
320632	MAGIC WHIP J17	4.00	BX	1.60	40	64.00	16.67
320244	ASST. COLOR SNAKE TNT	5.00	EA	4.00	20	80.00	3.33
320610	SIR DUMPS A LOT 2-PK J15	5.00	BG	2.00	64	128.00	10.67
		5.00	EA	4.00	18	72.00	2.13
671005	SAT NOVELTY CASE B 1/1				1		
320152	MONSTER TRUCK	8.00	EA	6.40	8	51.20	1.43
320198	MR. TURTLE	8.00	IP	3.20	15	48.00	1.61
320223	URBAN ASSAULT VEHICLE	8.00	EA	6.40	12	76.80	5.14
390014	PUNK JUMBO J07	.10	EA	.08	300	24.00	2.99
671006B	SAT SMOKE CASE W FUSE J20 1/1				1		
350029	ASSORTED COLOR AMMO SMOKE	8.00	EA	3.20	48	153.60	8.97
351061	SMOKE GRENADE W/FUSE PDQ J15	6.00	EA	4.80	60	288.00	13.00
671007B	SAT HELICOPTER CASE VER. 3 J19 1/1				1		
430001	2-COLOR SPACE SHIP TNT	10.00	IP	1.33	30	40.00	3.58
430054	SPACE FLYER HELICOPTER 6PK	5.00	PK	4.00	12	48.00	1.43
431079	DRAGONFLY J15	9.99	EA	7.99	5	39.96	1.15
671009	SAT ROCKET COUNTER CASE 1/1				1		
640071	CLUSTERING BEES ROCKET	8.00	IP	.53	192	102.41	6.64
640088	FLYING COLOR BUTTERFLIES	8.00	IP	.53	192	102.41	7.84
640181	WHISTLING PETE ROCKET W/3 RPT	8.00	PK	3.20	32	102.40	1.31
671012	SAT 2 FOR \$30 MA CASE J19 1/1				1		
491950	STARWORK J19	30.00	EA	12.00	9	108.00	15.87
491961	FREEDOM BLAST J19	30.00	EA	12.00	9	108.00	15.87
671015	SAT 2 FOR \$60 MA CASE J20 1/1				2		
493045	ROUND OF APPLAUSE J20	60.00	EA	24.00	8	192.00	33.51
493046	BLISTERING J20	60.00	EA	24.00	8	192.00	33.51
671016	SAT 3 FOR \$120 MA CASE J20 1/1				3		
491916	BONE BREAKER 12SH J18	120.00	EA	32.00	6	192.00	28.11
491970	DIVERSION 11SH J19	120.00	EA	32.00	6	192.00	35.71
493049	WARRIOR'S TALE J20	120.00	EA	32.00	6	192.00	27.78
493050	DRAGON'S DUNGEON J20	120.00	EA	32.00	6	192.00	26.46
671017	SAT 2 FOR \$60 MA CASE 2 J21 1/1				1		
493156	BUCKLE UP 12SH J21	60.00	EA	24.00	4	96.00	13.23
493157	BERRY BLAST 12SH J21	60.00	EA	24.00	4	96.00	13.23

730058	BAG TNT LARGE - 500 EA 1/1	PROMOTIONAL SUPPLIES			*****		
		16.00	CS	16.00	1	16.00	14.20
ORDER TOTAL					59,431.20	5,939.79	LBS

MALIBU BEACH
FRASER
4000 BILLY CARPENTER BLVD
LOS ANGELES, CA 90265



Legend

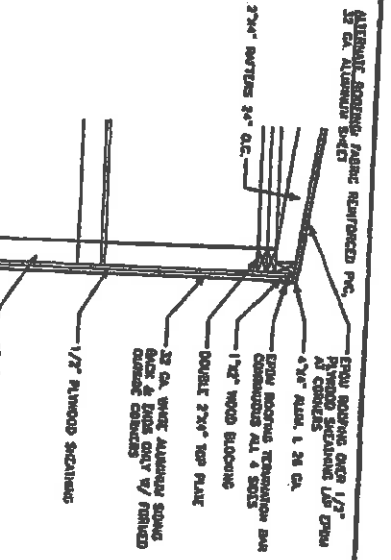
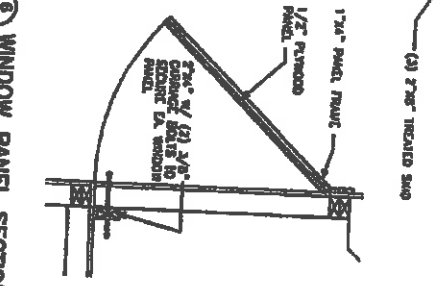
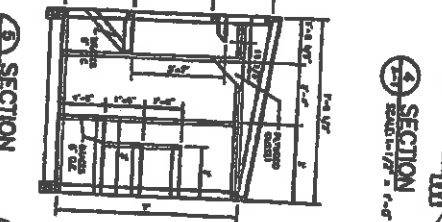
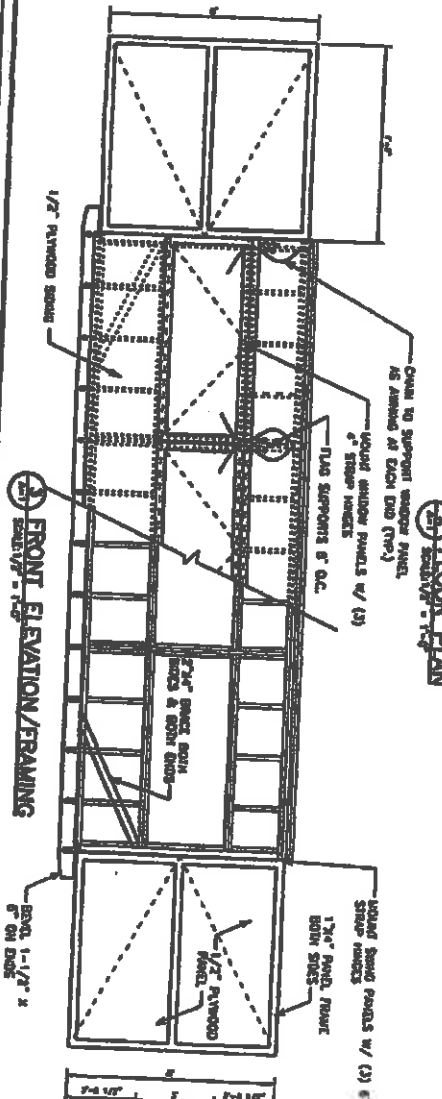
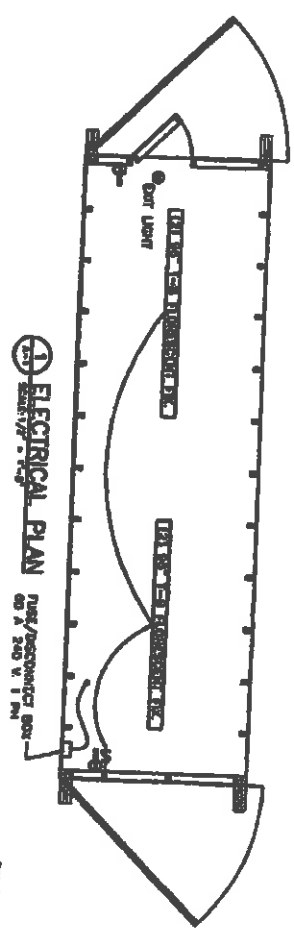


FRONT ELEVATION

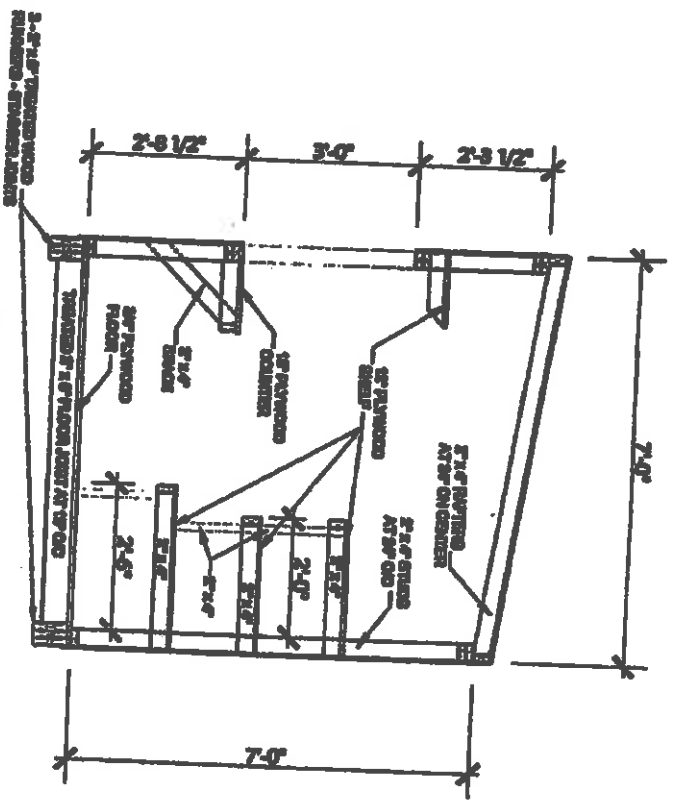
TNT FIREWORK STAND

THIS DRAWING TO BE USE WITH STAMPED
DRAWINGS PROVIDED BY ARCHITECT

OWNER RESPONSIBLE FOR COMPLIANCE WITH CODES & OBTAINING APPROVAL OF LOCAL AUTHORITIES
 HILL & JANGAARD ARCHITECTS, P.C. HAS PROVIDED DRAWING SERVICES
 ONLY OF AMERICAN PROVISIONAL EVENTS, INC. DESIGN



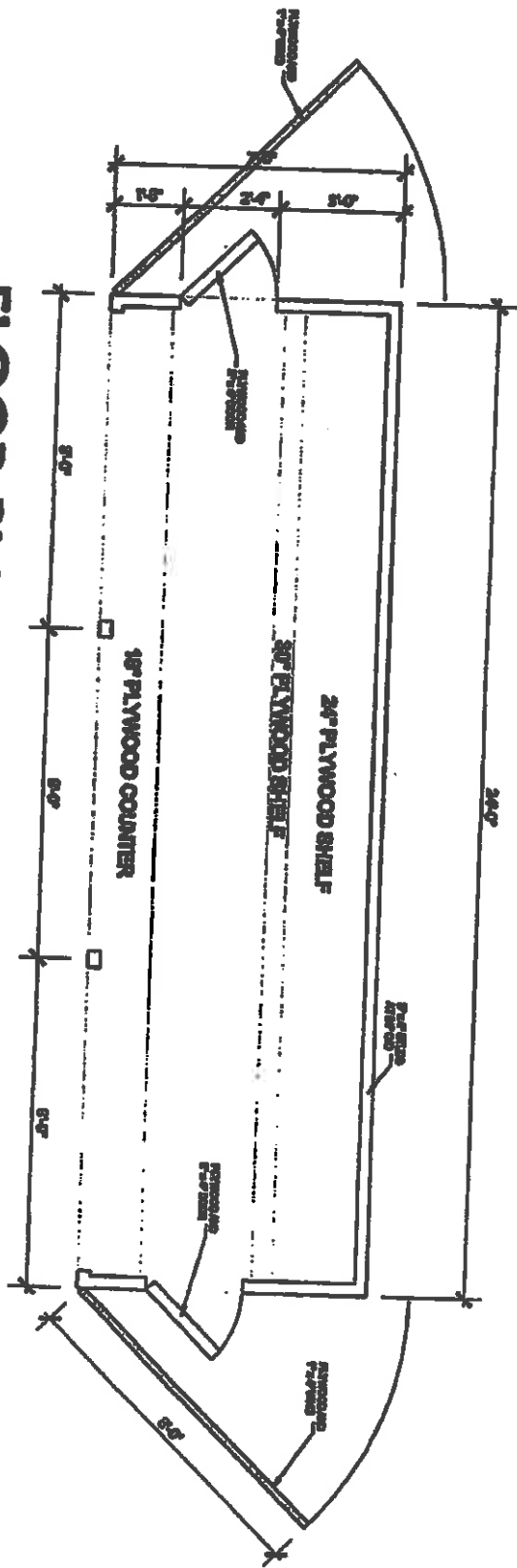
AMERICAN PROVISIONAL EVENTS, INC. RETAIL STAND		HILL & JANGAARD ARCHITECTS, P.C. P. O. BOX 501, GAITHERSBURG, MARYLAND 20878-0501 MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS	
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SECTION

TNT FIREWORK STAND

THIS DRAWING TO BE USE WITH STAMPED
DRAWINGS PROVIDED BY ARCHITECT



FLOOR PLAN TNT FIREWORK STAND

THIS DRAWING TO BE USE WITH STAMPED
DRAWINGS PROVIDED BY ARCHITECT



Community Development Department

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

Item Coversheet

Item: **DISCUSSION ONLY Resolution approving the architectural plans submitted for Dollar General, located at the corner of Stanley K. Tanger Blvd. and Elementary Drive.**

Action Item: **Yes** **No [DISCUSSION ONLY]**

Public Hearing Item: **Yes** **No [DISCUSSION ONLY]**

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

Advertised Date: **NA**

Budget Item: **No**

Date Received: **April 29, 2021**

Workshop Date: **May 17, 2021**

Regular Meeting Date: **June 7, 2021**

Discussion:

Robert E. Walker, IV Architect of Birmingham, Alabama has submitted color building elevation renderings for a proposed new Dollar General to be located at the corner of Stanley K. Tanger Blvd. and Elementary Drive.

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 construct a single-story rectangular building where the main entrance and vehicle access facing Stanley K. Tanger Boulevard.

The applicant proposes a new 10,640 (+/-) sq. ft. Dollar General. This metal building is being managed by alternating earth tone colors, primarily shades of brown, with metal walls on all four sides of the building broken up by accents of the brick with metal roofing.

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 DOLLAR GENERAL ARCHITECTURAL BUILDING ELEVATION SUBMITTED BY DOLLAR GENERAL FOR PROPERTY LOCATED AT THE CORNER OF STANLEY K. TANGER BLVD. AND ELEMENTARY DRIVE.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE ARCHITECTURAL PLANS FOR THE PROJECT KNOWN AS DOLLAR GENERAL LOCATED AT THE CORNER OF STANLEY K. TANGER BLVD. AND ELEMENTARY DRIVE 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, Robert E. Walker, IV Architect of Birmingham, GA submitted color building elevation renderings for a proposed new Dollar General located at the corner of Stanley K. Tanger Blvd. and Elementary Drive 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 17th day of May, 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

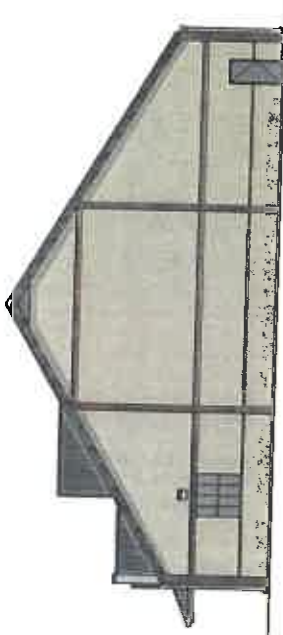
APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"



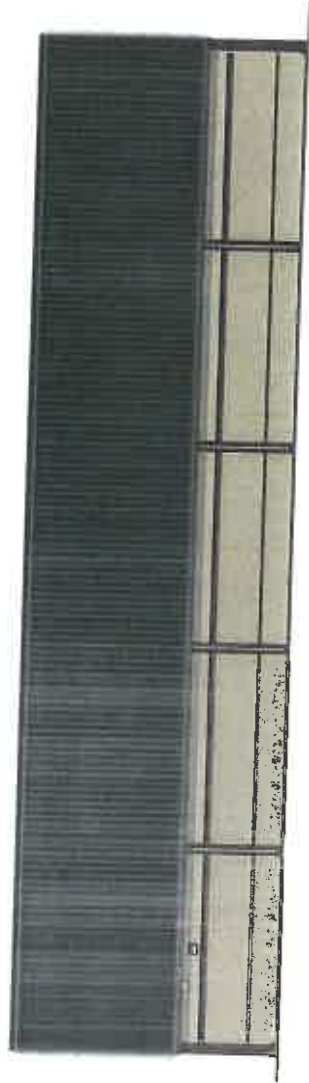
1 FRONT ELEVATION
10'-0" x 10'



2 RIGHT ELEVATION
10'-0" x 10'



3 LEFT ELEVATION
10'-0" x 10'



4 BACK ELEVATION
10'-0" x 10'

Robert E. Walker, IV
Architect
2228 FIRST AVE. SOUTH
SUITE 118
DUBLIN, GEORGIA 30128
770.234.3112
F-770.234.3268



DOLLAR GENE
BUILDINGS
Prototypes 1004-C 800+
Sheet # _____
00 South Lakeshore
GA

DESIGN
DEVELOPMENT

PROJECT NO. 10065.102
DATE: 05/16/2011
EXTERIOR
ELEVATIONS

