

# CITY OF LOCUST GROVE

## REGULAR MEETING AGENDA

MONDAY JUNE 6, 2022 – 6:00 P.M.

PUBLIC SAFETY BUILDING – 3640 HIGHWAY 42 S.

LOCUST GROVE, GA 30248

<b><u>CALL TO ORDER</u></b> .....	Mayor Robert Price
<b><u>INVOCATION</u></b> .....	Assistant City Manager Bert Foster
<b><u>PLEDGE OF ALLEGIANCE</u></b> .....	Councilman Breedlove
<b><u>APPROVAL OF THE AGENDA</u></b> .....	Mayor Robert Price (Motion Required)
<b><u>PUBLIC COMMENTS</u></b> .....	Register with Clerk Before Meeting
<b><u>PUBLIC HEARING ITEMS</u></b> .....	None
<b><u>APPROVAL OF THE MINUTES</u></b> .....	2 Items
1. May 2, 2022, Regular Meeting Minutes (Motion Required)	
2. May 16, 2022, Workshop Meeting Minutes (Motion Required)	
<b><u>ACCEPTANCE OF THE FINANCIAL STATEMENT</u></b> .....	1 Item
3. April 2022 Financial Statement (Motion Required)	
<b><u>UNFINISHED BUSINESS/ACTION ITEMS</u></b> .....	6 Items
4. Ordinance to amend the Gateway Town Center Future Land Use allowable max density units per acre of the City of Locust Grove Comprehensive Land Use Plan - (Motion Required)	
5. Ordinance to amend Section 17.04.060, Multi-Family residence district, and Section 17.04.041, of the City of Locust Grove Code of Ordinances (Motion Required)	
6. Ordinance to allow a stream buffer variance for a proposed 530,000 +/- sq. ft. warehousing facility on 46.61 +/- acres in Land Lots 247 and 248 of the 2 <sup>nd</sup> District, on Bethlehem Road and S.R. 42 (Motion Required)	
7. Ordinance to rezone 124.35 +/- acres of multiple tracts (Parcel IDs: 111-01007000, 111-01008000, 111-01009000, and 111-01014000) in Land Lots 233 and 234 of the 2 <sup>nd</sup> District – (Motion Required)	
8. Resolution of agreement for CVL Project #0014203 – GDOT (Roadway/High Mast Lighting and Underdeck lighting) (Motion Required)	
9. Ordinance to amend Section No. 304 of the Personnel Policy – City Holidays (Motion Required)	
<b><u>NEW BUSINESS/ACTION/DISCUSSION ITEM</u></b> .....	3 Items
10. Ordinance to approve the final plat for Berkeley Lakes Phase 2B, single-family subdivision, located on Singley Circle (Parcel IDs: 14601032000 and 146-01033000) (Motion Required)	
11. Request for a Special Event Permit for the Rainbow Girls bi-annual fireworks sale fundraiser (Motion Required)	
12. Resolution to accept proposal for Peeksville Connection Extension to Frances Ward – (Motion Required)	
<b><u>CITY MANAGER'S COMMENTS</u></b> .....	Tim Young
<b><u>MAYOR'S COMMENTS</u></b> .....	Mayor Robert Price
<b><u>EXECUTIVE SESSION</u></b> – (IF NEEDED)	
<b><u>ADJOURN</u></b>	

**POSTED AT CITY HALL – June 1, 2022, at 16:30**

ADA Compliance: Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons. Public Comment may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS prior to the beginning of the meeting with the City Clerk.



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

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**An Ordinance to amend the Gateway Town Center Future Land Use allowable max density units per acre of the City of Locust Grove Comprehensive Land Use Plan.**

Action Item:  Yes  No

Public Hearing Item:  Yes  No

Executive Session Item:  Yes  No

Advertised Date: April 27, 2022

Budget Item: No

Date Received: N/A

Workshop Date: May 16, 2022

Regular Meeting Date: June 6, 2022

### Discussion:

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This amendment is to the City of Locust Grove Comprehensive Land Use Plan Gateway Town Center Future Land Use category, reducing the maximum allowed density units per acre (du/acre) from 20 du/acre to 16 du/acre. This amendment creates a more cohesive framework to guide future planning and zoning decisions involving multi-family developments and mixed use developments within the Gateway Town Center Future Land Use and to be more in line with neighboring jurisdictions maximum allowable density units per acre.

### Recommendation:

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Staff recommends Approval of the amendment to the City of Locust Grove Comprehensive Land Use Plan Gateway Town Center Future Land Use category, reducing the maximum allowable density units per acre from 20 du/acre to 16 du/acre.

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

**TO AMEND THE GATEWAY TOWN CENTER FUTURE LAND USE CATEGORY, WHICH PROVIDES FOR COMPREHENSIVE LAND USE REGULATIONS; TO AMEND FOR REFERENCE CERTAIN DENSITY STANDARDS; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1.**

To ensure that there is consistency in the maximum allowed density between respective zoning districts and the Gateway Town Center Future Land Use category, the Gateway Town Center Future Land Use is hereby amended by striking the current language in its entirety and replacing with the following:

“Gateway Town Center. This classification includes those properties along the Bill Gardner Parkway at the I-75 interchange corridor. This classification includes a substantial mixture of significant revenue-producing uses (such as office, service and retail, restaurants, hotel/motel developments, entertainment, tourist/cultural facilities, recreational centers, etc.) that are integrated and mutually supporting. High-density multi-family residential shall be available to range from 12 to 16 dwelling units per acre, based on the overall project design and ability to provide mixture of uses, structured parking, and bonuses for amenities. Development shall incorporate non-vehicular transportation options such as pedestrian and bicycle friendly routes and shall occur in conformance with a coherent master development plan which stipulates the type, scale, and appearance of uses, permitted densities, and related developmental considerations such as parking ratios, parking placement and unique and consistent signage. Typical zoning district(s) under current ordinance would be C-2 (general commercial), C-3 (heavy commercial) with use of planned development (PD) and mixed-use overlay districts for vertical integration of residential and commercial.”

**SECTION 2. Codification.** This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 3. 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 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 4. Repeal of Conflicting Provision.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5. 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 6<sup>th</sup> day of June 2022.

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Robert S. Price, Mayor

ATTEST:

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Misty Spurling, City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

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**An Ordinance to amend Section 17.04.060, entitled Multi-Family residence district, and the introductory paragraph of Section 17.04.041 of City of Locust Grove Code of Ordinances.**

Action Item:  Yes  No

Public Hearing Item:  Yes  No

Executive Session Item:  Yes  No

Advertised Date: April 27, 2022

Budget Item: No

Date Received: N/A

Workshop Date: May 16, 2022

Regular Meeting Date: June 6, 2022

### Discussion:

This amendment is to the City of Locust Grove Zoning Ordinance Section 17.04.060 and 17.04.041, removing conflicting regulations and providing clarity regarding enhanced development standards managed by tiered increases in density units per acre (du/acre). This amendment will allow developers to request an increase in density over eight (8) du/acre and up to sixteen (16) du/acre, given compliance with enhanced design standards. This amendment creates a more cohesive framework to guide future planning and zoning decisions involving multi-family developments and encourages quality development for relatively higher density housing.

### Recommendation:

Staff recommends Approval of the ordinance amendment to section 17.04.041 and 17.04.060 of the City of Locust Grove Zoning Ordinance.

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

**TO AMEND TITLE 17, CHAPTER 17, SECTION 17.04.041 AND SECTION 17.04.060, MULTI-FAMILY RESIDENCE DISTRICT, OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO AMEND FOR REFERENCE CERTAIN DEVELOPMENT STANDARDS; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1.**

To ensure that there is no conflict between the table under Section 17.04.041 and the underlying residential zoning districts, Section 17.04 is hereby amended by striking the paragraph language in its entirety replacing with the following:

17.04.041 *Land uses in base zoning districts (see table).*

The table in this section identifies the permissible uses within base zoning districts. Within the following table, the letter "P" means the identified use is permissible, subject to the standards and criteria applicable to the zoning district. The letters "CU" means the use is permissible with an approved Conditional Use permit granted by the City Council, subject to the standards and criteria applicable to the zoning district applicable to the specific use. A blank cell means the use is not permitted in the indicated zoning district.

**SECTION 2.**

Section 17.04.060 (D)(6) is hereby amended as follows:

**6. Amenities.**

- a. Required Amenities. Except as otherwise provided for herein, all developments under this section shall feature a clubhouse consisting of a minimum of one thousand three hundred square feet, a junior-size Olympic pool, and a children's play area. If subject to the requirements in subsection (D)(9) of this section, additional amenities shall be required. The developer of the property shall satisfy this requirement prior to the completion of fifty percent of the development. When additional amenities are required, the developer of the property shall select from the following list the additional required amenities, or such other amenities of equal or greater value as the city council may approve:
  - i. Outdoor kitchens with Grills, Cookout Tables, and Pavilions

- ii. Rooftop Decks with Lounge Areas
- iii. Community Gardens
- iv. Children's Playground
- v. Walking Trails Consisting of City approved material (multi-use paths can be credited as providing a walking trail amenity)
- vi. Comprehensive Fitness Facility
- vii. Indoor/Outdoor Sporting Facilities
- viii. Pet Friendly Amenities
- ix. Co-working Spaces
- x. Property wide High-Speed Wi-Fi
- xi. Game Room and Lounge
- xii. Green Space
- xiii. Eco Friendly Amenities
- xiv. Mini Movie Theater
- xv. EV Charging Stations
- xvi. Bocce Ball Court
- xvii. Pickle Ball Court
- xviii. Corn Hole Court

b. **City Provided Amenities.** Upon application by the owner or developer, however, the city reserves the right to reduce, eliminate, or modify this requirement if: (1) the landowner or developer tenders to the city or its designee funds, equal to the amount which would be expended by the developer to design and construct the amenities required under this subsection; (2) the city or its designee confirm that the funds deposited will be used for design and construction of amenities benefitting the public at large, consistent with applicable law; (3) the city or its designee votes to accept such funds and exercise the right to reduce, eliminate, or modify the amenities requirement in this subsection in a manner and to a degree acceptable to the landowner or developer; (4) the city or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (5) all documents necessary to satisfy this section are executed, subject to approval by the city attorney as to form. In determining whether to reduce, eliminate, or modify the amenities requirement under this subsection, the city or its designee shall consider whether doing so will promote public health, safety, and welfare by enabling the public at large to receive higher quality amenities in a more cost-efficient manner than would be provided by the developer. Land that would have been necessary to construct the amenities shall be maintained as open space within the development.



Section 17.04.060 (D) entitled “Multi-family residence district” is hereby amended to add subsection “c” under (D) (9):

17.04.060 (D)(9):

9. Increased Density Provisions.

c.

Density Unit per Acre (du/acre)	Development Standards
Over 8 du/acre, up to 10 du/acre	<ol style="list-style-type: none"> <li>1. All building exteriors shall be constructed of brick, glass, stone, cement fiberboard, or any combination thereof or as approved by the ARB (Architectural Review Board). Vinyl is only permitted in the soffits and fascia. Exterior roof lines may be flat along all street frontages with modern or post-industrial design, including larger window areas and recessed balcony into the façade rather than grouped outside the main building wall.</li> <li>2. 8-10 du/acre multi-family developments shall be comprised of multi-story buildings a minimum of three (3) but not exceeding 4 stories, having private secured entry, and parking arranged into the interior of the complex instead of on the periphery wherever practicable.</li> <li>3. Access to the development shall be gated or provide access-controlled buildings.</li> <li>4. Alternative green infrastructural design shall be incorporated into the design of the development, minimizing impervious surface.</li> <li>5. Enhanced landscaping shall be incorporated into the design of the development along walking trails and sidewalks.</li> <li>6. Pedestrian lighting shall be required along walking trails and sidewalks.</li> <li>7. Non-vehicular transportation options (pedestrian and bicycle friendly routes) shall be incorporated into the design of the development and shall connect in the manner of Multiuse Paths.</li> <li>8. Prior to the issuance of any land disturbance permits, a site plan complying with the enhanced development standards shall be submitted to the Community Development Department for review and approval.</li> <li>9. An amenities site plan shall be submitted to the Community Development Department for review and approval.</li> <li>10. Multi-family, RM-1, developments shall be limited to a maximum of 10% three-bedroom units.</li> </ol>

<p>Over 10 du/acre, up to 12 du/acre</p>	<p><b><i>In addition to the development standards for 8-10 du/acre:</i></b></p> <p>11. 10-12 du/acre multi-family developments shall be comprised of multi-story buildings a minimum of three (3) but not exceeding five (5) stories. Buildings adjacent to public right-of-way, shall provide flat exterior roof lines with modern or post-industrial design, including larger window areas and recessed balcony into the facade rather than grouped outside the main building wall. Developments shall include parking areas underneath building structures (podium-style) or incorporate garage parking in the buildings for 20% of the units; surface parking spaces shall be parallel or screened from view of the public right-of-way; parking minimum shall be 1.5 spaces per unit and no more than 2 spaces per unit. The following minimum floor area (Heated space) shall be permitted at the 10 du/acre tier and higher as follows: 600 square feet for studio and one-bedroom units; 950 square feet for two-bedroom units; and 1200 square feet for three-bedroom units.</p>
<p>Over 12 du/acre, up to 16 du/acre</p>	<p><b><i>In addition to the development standards for 10-12 du/acre:</i></b></p> <p>12. 12-16 du/acre multi-family developments shall be comprised of multi-story buildings a minimum of four (4) but not exceeding 5 stories, having private secured entry, and parking structures serving buildings where commercial, office, or service areas are located at the ground floor. Remaining parking shall be in a mixture of podium style and covered parking with use of carports and solar arrays where practical.</p> <p>13. A mixture of uses shall be required within the overall development.</p> <p>14. Provision of at least one rooftop park or gathering/social area, although the rooftop can be placed at a lower floor with proper access should a pool be provided at the 2nd or higher floor.</p>

**SECTION 3. 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 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 6<sup>th</sup> day of June 2022.

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Robert S. Price, Mayor

ATTEST:

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Misty Spurling, City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney



## Community Development Department

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

# Item Coversheet

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**VARIANCE REQUEST TO ALLOW A STREAM BUFFER VARIANCE ALLOWING GRADING INTO THE REQUIRED 25 FT. AND 50 FT. UNDISTURBED BUFFERS AND PAVING IN THE 75 FT. PERVIOUS BUFFER FOR A PROPOSED 530,000 +/- SQUARE FOOT WAREHOUSING FACILITY ON 46.61 +/- ACRES IN LAND LOTS 247 & 248 OF THE 2<sup>ND</sup> DISTRICT, LOCATED AT BETHLEHEM ROAD AND S.R. 42.**

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** April 27, 2022

**Budget Item:** No

**Date Received:** April 4, 2022

**Workshop Date:** May 16, 2022

**Regular Meeting Date:** June 6, 2022

### **Discussion:**

Majestic Realty Company of Atlanta, GA has submitted an application requesting the following Stream Buffer Variances for a proposed 530,000 +/- square foot

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warehouse facility on 46.61 +/- acres in Land Lot 247 & 248 of the 2<sup>nd</sup> District, bordered by I-75, Bethlehem Road, and S.R. 42.:

- 1) To allow grading into the required 25 ft. and 50 ft. undisturbed stream buffers
- 2) To allow paving in the 75 ft. pervious buffer

**Recommendation:**

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Based on the seven criteria points required for issuance of a variance, absence of objections from the State Department of Natural Resources, and sufficient mitigation plan provided, Staff recommends approval with the following condition:

1. **All recommended improvements per DRI #3497 and the GRTA Notice of Decision (dated February 10, 2022) shall be the responsibility of the owner/developer, except for those capital improvement projects actively underway that are determined by the City of Locust Grove to overlap.**

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

**AN ORDINANCE FOR THE PURPOSE OF APPROVING A STREAM BUFFER VARIANCE FOR A WAREHOUSE DEVELOPMENT LOCATED AT SR 42 AND BETHLEHEM ROAD ON APPROXIMATELY 46.61+/- ACRES LOCATED IN LAND LOT 248 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

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

**WHEREAS**, Majestic Realty Company of Atlanta, GA (the “Applicant”) requests a stream buffer variance to allow grading into the required 25 ft. and 50 ft. undisturbed stream buffers and to allow paving in the 75 ft. pervious buffer; and

**WHEREAS**, the Applicant submitted a variance application on April 4, 2022, attached hereto and incorporated herein by reference as **Exhibit “A”**; and

**WHEREAS**, Staff has analyzed the Applicant’s variance request, as shown in the staff report attached hereto and incorporated herein by reference as **Exhibit “B”**; and

**WHEREAS**, said request has been reviewed by the Community Development Department (hereinafter referred to as “Staff”) and the City during a public hearing held on May 16, 2022; and

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

**WHEREAS**, the Mayor and City Council have reviewed and considered the Applicant’s request and the recommendations of the Staff; and

**WHEREAS**, the Mayor and City Council have considered the Applicant’s circumstances in light of those criteria for amendments to the Official Zoning Map under Section 17.04.277 of the *Code of the City of Locust Grove, Georgia*; and

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

1.

- (X) That the Applicant is hereby granted a variance to permit grading into the required 25 ft. and 50 ft. undisturbed stream buffers and to allow paving in the 75 ft. pervious buffer

( ) The Applicant's request in said application is hereby **DENIED**.

2.

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

(X) The conditions set forth on **Exhibit "D"** attached hereto and incorporated herein by reference.

3.

That, if the variance is granted, said variance shall become effective immediately.

**SO ORDAINED** by the Council of the City this 6th day of June 2022.

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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



**EXHIBIT "A"**

**EXHIBIT "B"**

**EXHIBIT "C"**

## **EXHIBIT “D”**

- 1. All recommended improvements per DRI #3497 and the GRTA Notice of Decision (dated February 10, 2022) shall be the responsibility of the owner/developer, except for those capital improvement projects actively underway that are determined by the City of Locust Grove to overlap.**



## Community Development Department

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

# Item Coversheet

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**Item:** An ordinance for rezoning of 124.35 +/- acres of multiple tracts (Parcel IDs: 111-01007000, 111-01008000, 111-01009000, and 111-01014000 in Land Lots 233 and 234 of the 2<sup>nd</sup> District.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** April 27, 2021

**Budget Item:** No

**Date Received:** September 29, 2021

**Workshop Date:** May 16, 2021

**Regular Meeting Date:** June 6, 2021

### Discussion:

Sansone Group of St. Louis, MO requests rezoning of multiple tracts, totaling 124.35 +/- acres located at S.R. 42 and Pine Grove Road in Land Lots 233 & 234 of the 2<sup>nd</sup> District from RA (Residential Agricultural) to M-1 (Light Manufacturing) for the purpose of developing three warehousing facilities, with a combined total of 882,200 +/- square feet.

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## **Recommendation:**

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**To remain consistent with comparable industrial warehousing projects and character on neighboring tracts and in keeping with the established Light Manufacturing precedence of abutting and neighboring industrial properties, staff recommends approval of the applicant's request to rezone the subject property from RA to M-1 with the following conditions:**

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. The only permitted industrial uses on the site shall be those permissible M-1 (Light Manufacturing) uses listed in the City of Locust Grove Principal Uses Allowed in Each Zoning District Section 17.04.041.
6. All recommended improvements per DRI #3506 and the GRTA Notice of Decision (dated April 19, 2022) shall be the responsibility of the owner/developer, except for those capital improvement projects actively underway that are determined by the Community Development Director of the City of Locust Grove to overlap.
7. Twelve (12) feet of additional right-of-way beyond that which is required by Georgia Department of Transportation shall be dedicated to the City of Locust Grove, Georgia for future road improvements along S. R. 42.
8. Prior to the issuance of a certificate of occupancy for more than one building on the subject property, the owner/developer shall construct acceptable segments, as determined by the City Manager consistent with the attached connector roadway concept plan, of a direct (no-turn) north-south, public connector road built to the City of Locust Grove's industrial roadway standards and dedicate fifty (50) feet of right-of-way associated with said connector road to provide a direct connection from the northern to southern subject property boundaries for an eventual connection from Bethlehem Road to Colvin Drive.

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

**AN ORDINANCE TO REZONE 124.35 +/- ACRES FROM RA (RESIDENTIAL AGRICULTURAL) TO M-1 (LIGHT INDUSTRIAL) FOR MULTIPLE TRACTS LOCATED ON THE WEST SIDE OF SR 42 BETWEEN BETHLEHEM RD AND COLVIN DR; PARCELS 111-01007000, 111-01008000, 111-01009000, AND 111-01014000 IN LAND LOTS 233 AND 234 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA**

**WHEREAS**, Sansone Group of St. Louis, MO (hereinafter referred to as “Applicant”), requests rezoning for 124.35 +/- acres located west of State Route 42 between Colvin Dr. and Pine Grove Rd. in Land Lot 233 of the 2<sup>nd</sup> District (hereinafter referred to as the “Property”) and described in **Exhibit A** attached hereto and incorporated herein by reference; and,

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

**WHEREAS**, the Applicant requests the Mayor and City Council of the City of Locust Grove (hereinafter referred to as “City”) rezone the subject property from RA (Residential Agricultural) to M-1 (Light Industrial); and,

**WHEREAS**, said request has been reviewed by the Community Development Department (hereinafter referred to as “Staff”) and the City during a public hearing held on May 16, 2022; and,

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

**WHEREAS**, the Mayor and City Council have reviewed and considered the Applicant’s request and the recommendations of the Staff as presented in the Report; and,

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

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

1.

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

2.

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

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

3.

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

4.

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



**SO ORDAINED** by the Council of the City this 6<sup>th</sup> day of June 2022.

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ROBERT S. PRICE, Mayor

ATTEST:

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MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

---

City Attorney

**EXHIBIT "A"**

**EXHIBIT "B"**

**EXHIBIT "C"**

## **EXHIBIT "D"**

### **CONDITIONS**

**To remain consistent with comparable industrial warehousing projects and character on neighboring tracts and in keeping with the established Light Manufacturing precedence of abutting and neighboring industrial properties, staff recommends approval of the applicant's request to rezone the subject property from RA to M-1 with the following conditions:**

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. **The only permitted industrial uses on the site shall be those permissible M-1 (Light Manufacturing) uses listed in the City of Locust Grove Principal Uses Allowed in Each Zoning District Section 17.04.041.**
6. **All recommended improvements per DRI #3506 and the GRTA Notice of Decision (dated April 19, 2022) shall be the responsibility of the owner/developer, except for those capital improvement projects actively underway that are determined by the Community Development Director of the City of Locust Grove to overlap.**
7. **Twelve (12) feet of additional right-of-way beyond that which is required by Georgia Department of Transportation shall be dedicated to the City of Locust Grove, Georgia for future road improvements along S. R. 42.**
8. **Prior to the issuance of a certificate of occupancy for more than one building on the subject property, the owner/developer shall construct acceptable segments, as determined by the City Manager consistent with the attached connector roadway concept plan, of a direct (no-turn) north-south, public connector road built to the City of Locust Grove's industrial roadway standards and dedicate fifty (50) feet of right-of-way associated with said connector road to provide a direct connection**

**from the northern to southern subject property boundaries for an eventual connection from Bethlehem Road to Colvin Drive.**



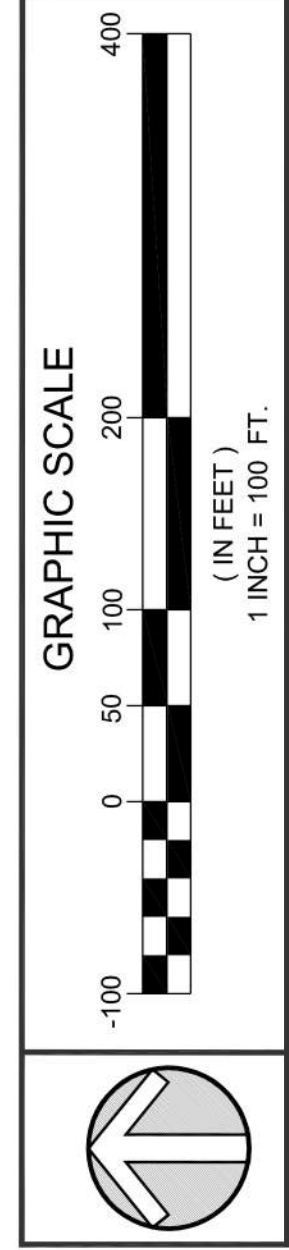
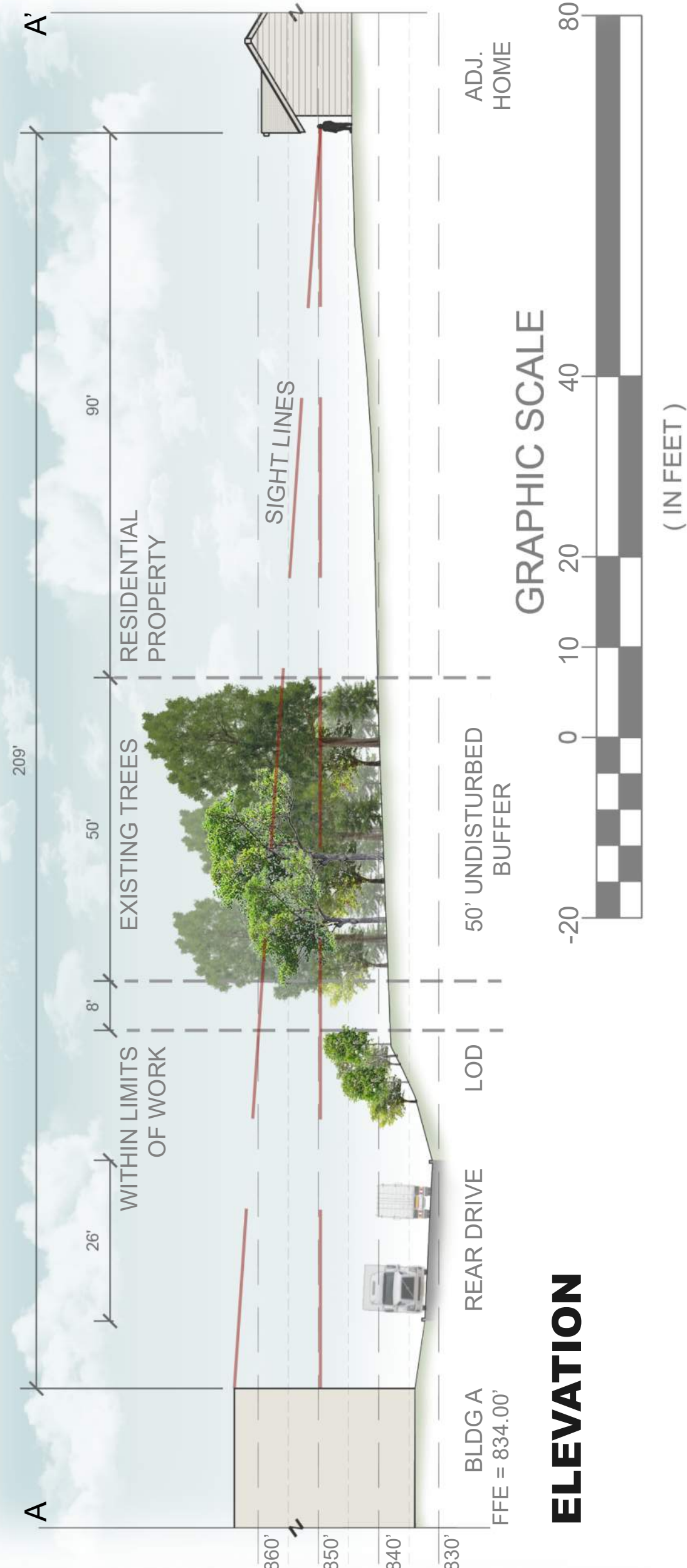
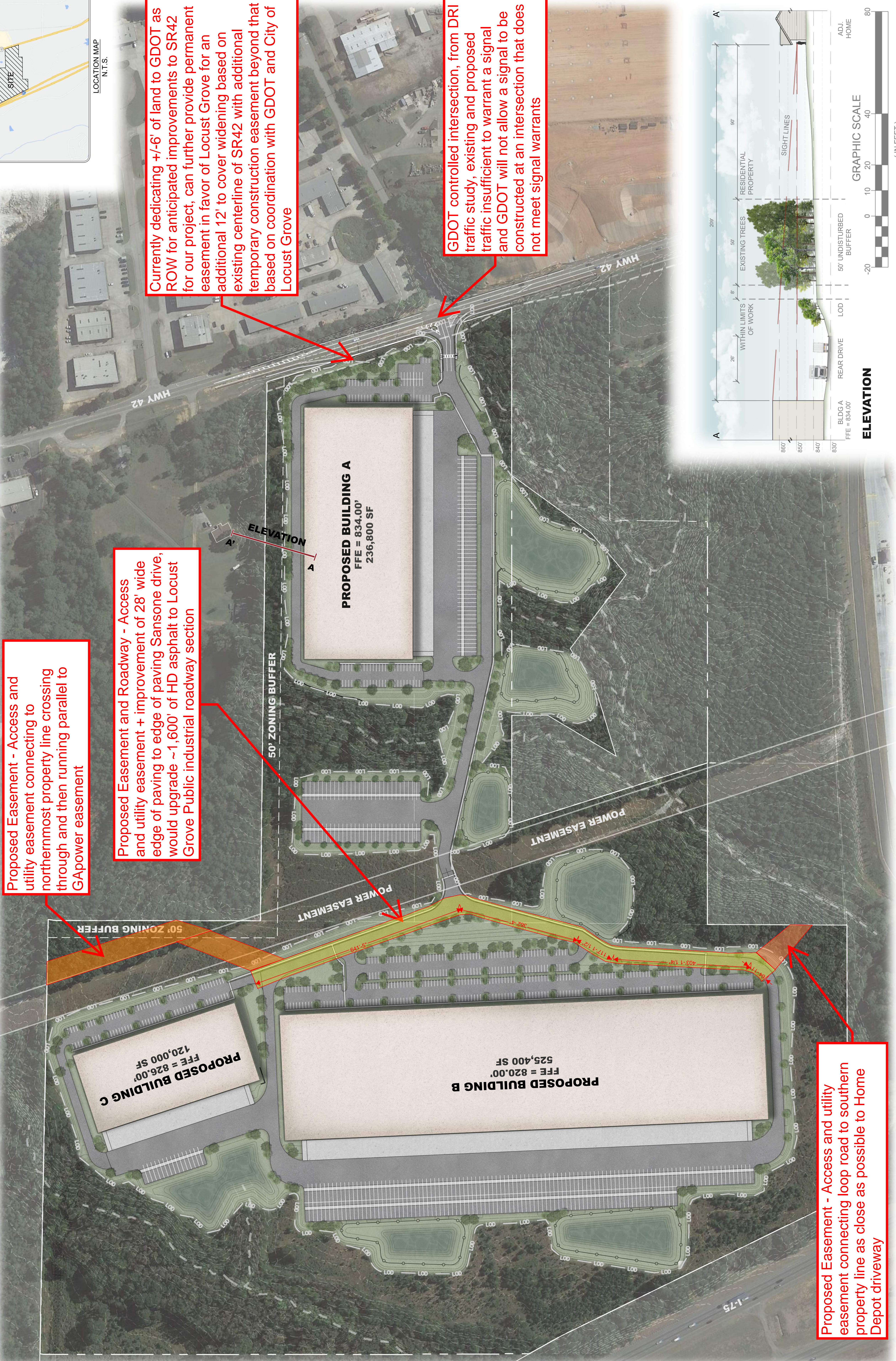
Proposed Easement - Access and utility easement connecting to northernmost property line crossing through and then running parallel to GApower easement

Proposed Easement and Roadway - Access and utility easement + improvement of 28' wide edge of paving to Sansone drive, would upgrade ~1,600' of HD asphalt to Locust Grove Public industrial roadway section

Currently dedicating +/-6' of land to GDOT as ROW for anticipated improvements to SR42 for our project, can further provide permanent easement in favor of Locust Grove for an additional 12' to cover widening based on existing centerline of SR42 with additional temporary construction easement beyond that based on coordination with GDOT and City of Locust Grove

GDOT controlled intersection, from DRI traffic study, existing and proposed traffic insufficient to warrant a signal and GDOT will not allow a signal to be constructed at an intersection that does not meet signal warrants

Proposed Easement - Access and utility easement connecting loop road to southern property line as close as possible to Home Depot driveway



# SANSONE SR-42 LOCUST GROVE



## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

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**Item:** Agreement for CVL Project #0014203 – GDOT (Lighting)

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Yes, Long-Term Fund 275 (Interchange Lighting) and 100-4210

**Date Received:** May 11, 2022

**Workshop Date:** May 16, 2022

**Regular Meeting Date:** June 6, 2022

#### Discussion:

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Attached is an Agreement for revisions and installation of overhead and underdeck lighting along I-75 for the Commercial Vehicles Lanes Project, the MMIP major investment of nearly \$2 billion for truck lanes between I-475 and Bethlehem Road.

This Agreement establishes a framework whereby the City will be responsible for the new/revised lighting maintenance, repair and operating expenses after the project is completed. One of the original high-mast poles will be relocated as part of the project, and all lighting will be upgraded to LED using latest technology. Those costs will be responsible by the Contractor once the project commences. There is a new area of lighting along I-75 near Bethlehem Road that will be supplemented by a separate agreement since that project is advancing faster now.

#### Recommendation:

---

**Approve Resolution to adopt Agreement for Overhead and Underdeck Bridge lighting as part of the CVL (Commercial Vehicle Lanes) Project # 0014203.**



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

**A RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR ROADWAY/HIGH MAST AND UNDERDECK LIGHTING AS PART OF THE I-75 COMMERCIAL VEHICLE LANES PROJECT #0014203 FOR CERTAIN MAINTENANCE, REPAIR, AND OPERATIONS COSTS; 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 Georgia Department of Transportation (“GDOT”) is organized by the State of Georgia for the planning, designing, construction and maintenance of roads and bridges throughout the State; and,

**WHEREAS**, GDOT is working on Project #0014203 for the design and construction of Commercial Vehicle Lanes along Interstate 75 (“I-75”) between Bethlehem Road and Interstate 475 (“Project”) that are a part of the MMIP program of GDOT; and,

**WHEREAS**, the City is aware that the Project has certain effects regarding the existing and proposed overhead/high mast and underdeck lighting fixtures throughout the length of the Project in the City as depicted in Attachment A of the Agreement between the City and GDOT; and,

**WHEREAS**, the City is aware that this Project is critical in the mobility of vehicles and freight within the southern portion of Henry County, including relief for the Bill Gardner Interchange and the heavily-congested State Route 155 Interchange; and,

**WHEREAS**, the Agreement has been reviewed for acceptance at a public meeting held by the City Council on May 18, 2022 and June 6, 2022; and,

**WHEREAS**, the Mayor and Council believe that acceptance of the Agreement with GDOT to advance this Project 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 for Roadway/High Mast and Underdeck Lighting.** The Mayor, by and with the advice and consent of the City Council, hereby accepts the Agreement with all Attachments 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 6<sup>th</sup> day of June, 2022.

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

\_\_\_\_\_  
APPROVED AS TO FORM:

ATTEST:

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

(seal)

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

**EXHIBIT A**  
**AGREEMENT BETWEEN THE CITY OF LOCUST GROVE**  
**AND THE GEORGIA DEPARTMENT OF TRANSPORTATION**  
**ON PROJECT #0014203**  
**REGARDING ROADWAY/HIGH MAST AND UNDERDECK LIGHTING**



**AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**AND**  
**CITY OF LOCUST GROVE**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the CITY OF LOCUST GROVE, GEORGIA acting by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the DEPARTMENT, is actively engaged in upgrading and adding to roadway/high mast and underdeck lighting as part of the I-75 Commercial Vehicle Lanes project from I-475 to SR 155 including within the CITY from south of the Bill Gardner Parkway interchange to north of the proposed Bethlehem Road interchange, said lighting to be installed under P.I. No. 0014203; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid locations, with its funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree with the other as follows:

1. The DEPARTMENT or it's assigns shall cause the installation of all materials and equipment necessary for roadway/high mast and underdeck lighting as part of the I-75 Commercial Vehicle Lanes project from I-475 to SR 155, said lighting to be installed under P.I. No. 0014203, within the CITY as shown on Attachment "A" attached hereto and made a part hereof.
2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the CITY shall assume full responsibility for the operation, repair, and maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring, and service

equipment, and the requirements of the Georgia Utility Facility Protection Act. The CITY further agrees to provide and pay for all energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The CITY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.
4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the CITY.
5. It is understood by the CITY that the DEPARTMENT has relied upon the CITY's representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the CITY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the CITY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the CITY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the CITY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the CITY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

RECOMMENDED:

CITY OF LOCUST GROVE

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

(SEAL)

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
WITNESS

BY \_\_\_\_\_  
Commissioner

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

(SEAL)

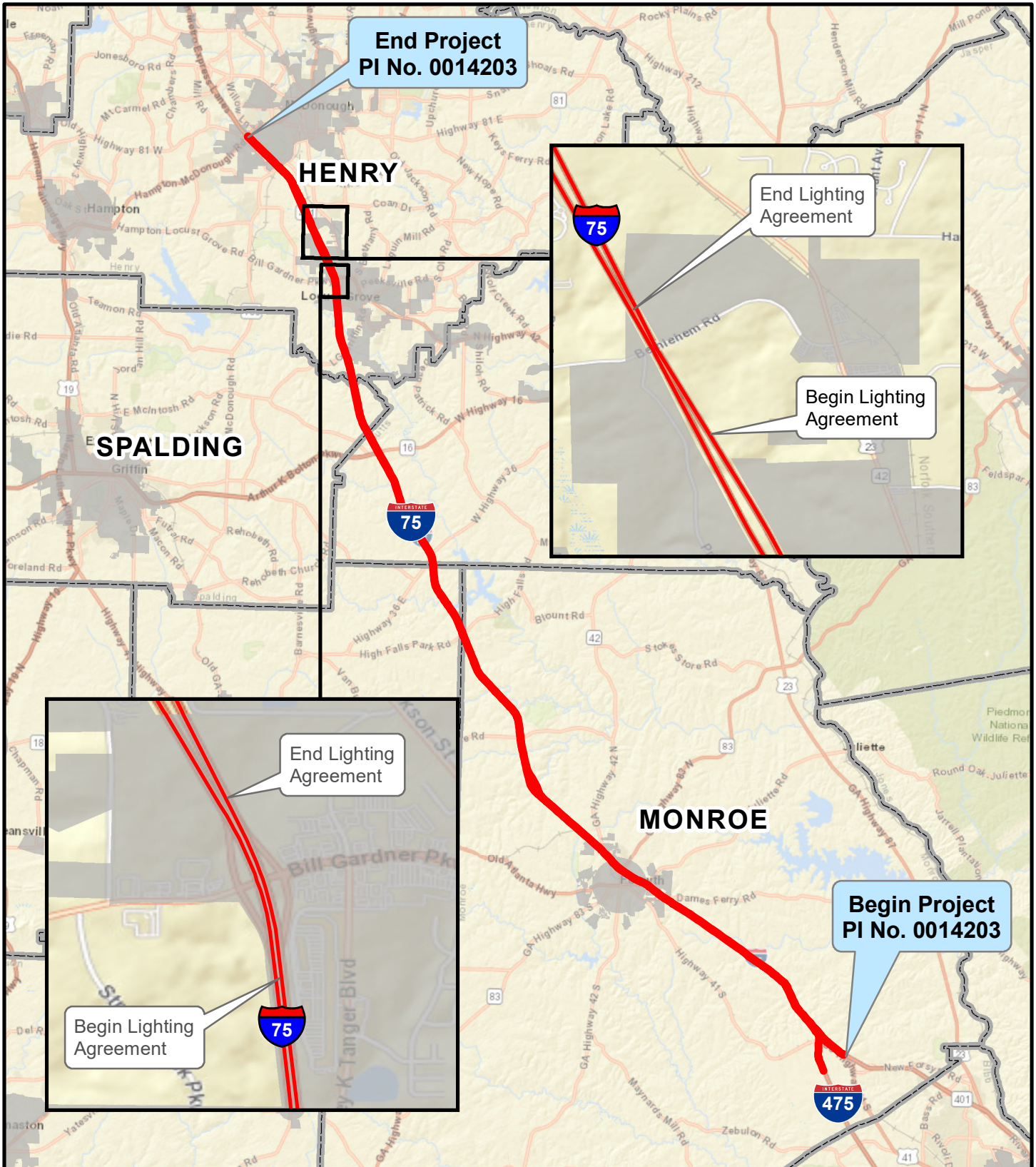
This Agreement approved by the  
City Council at a meeting  
held at

\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_.

ATTEST:

\_\_\_\_\_  
Treasurer

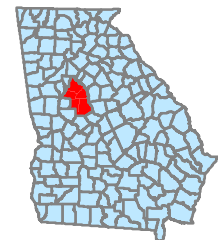
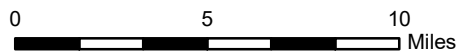
\_\_\_\_\_  
City Clerk



**I-75 Commercial Vehicle Lanes  
at I-475 to SR 155  
PI No. 0014203  
City of Locust Grove  
(Henry County)**

**Legend**

- Project Location
- Municipality
- County Boundary



Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

	20 FT POLE, LED UNDERPASS LIGHTING
	6' UNDERPASS AREA, ONE DIRECTION, EXISTING POLE
	6' UNDERPASS FULL COVERAGE
	WARRANTING CONDITION AREA
	UNDERPASS LIGHTING
	MUNICIPALITY BOUNDARY
	EXISTING ROW
	EXISTING LIMIT OF ACCESS
	PROPOSED ROW & LIMIT OF ACCESS
	IMPROVED ROW
	EXISTING LIGHTING TO BE MAINTAINED
	EXISTING LIGHTING TO BE REMOVED

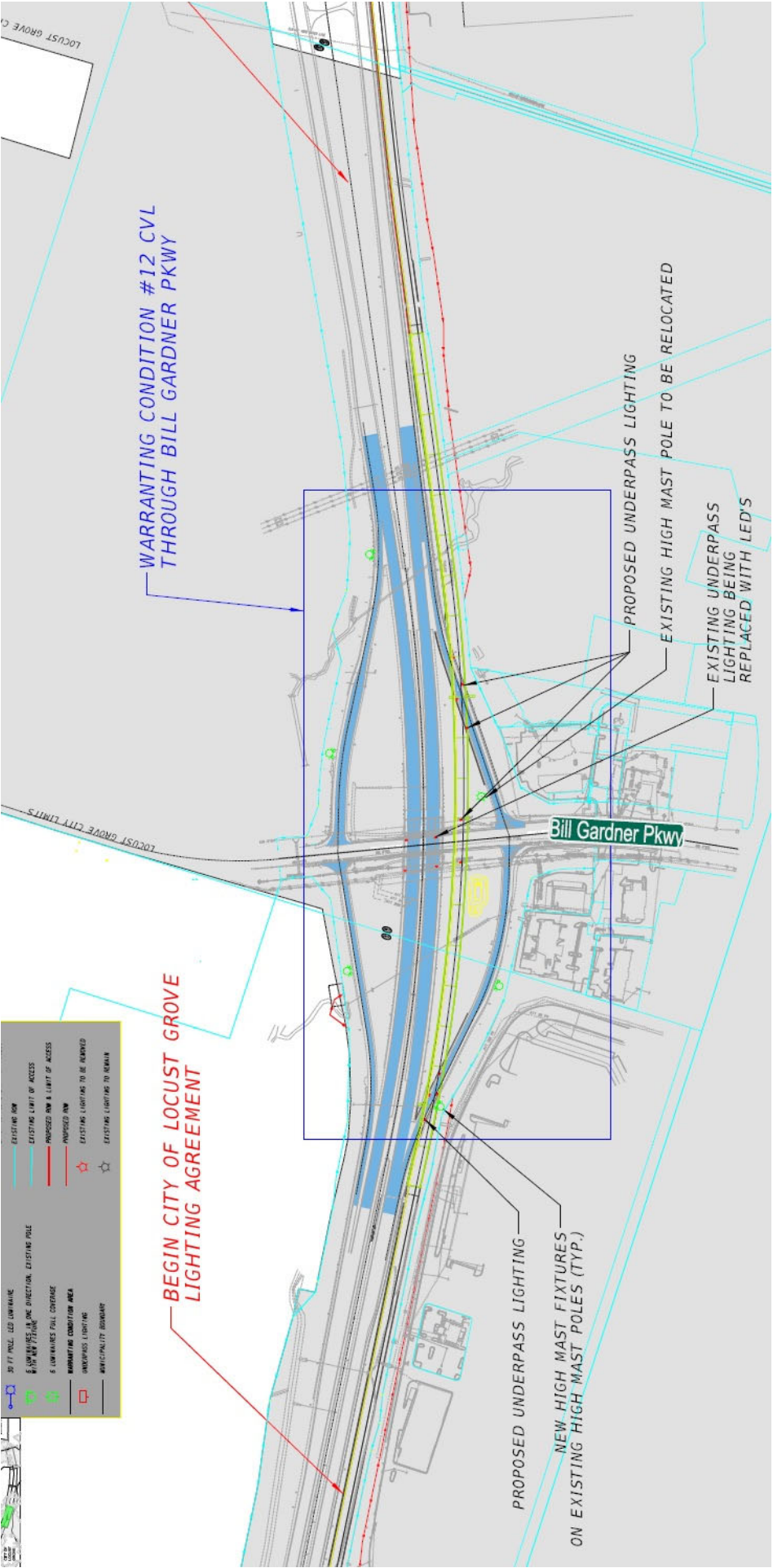
**BEGIN CITY OF LOCUST GROVE LIGHTING AGREEMENT**

**WARRANTING CONDITION #12 CVL THROUGH BILL GARDNER PKWY**

PROPOSED UNDERPASS LIGHTING  
NEW HIGH MAST FIXTURES  
ON EXISTING HIGH MAST POLES (TYP.)

PROPOSED UNDERPASS LIGHTING  
EXISTING HIGH MAST POLE TO BE RELOCATED  
EXISTING UNDERPASS LIGHTING BEING REPLACED WITH LED'S

Bill Gardner Pkwy









## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

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### Item Coversheet

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**Item:** Section No. 304 of Personnel Policy – City Holidays

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Yes, General / Enterprise Funds with personnel assigned

**Date Received:** May 11, 2022

**Workshop Date:** May 16, 2022

**Regular Meeting Date:** June 6, 2022

#### Discussion:

---

Attached is an ordinance to Amend Section 304 of the Personnel Policy pertaining to City Holidays to provide for the Juneteenth Holiday that is observed as a US Federal, State, and County Holiday (along with many cities in our region and throughout the state. This holiday observes the final emancipation of African-American slaves at the end of the Civil War. In 2008, the City last added the Day after Thanksgiving as a regular Holiday when most employees elected to take a collective personal day.

There is an alternative version as well that adds Good Friday, a day that the State of Georgia and Henry County observe, as well as others. Added to end of document as Exhibit 2.

#### Recommendation:

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**Recommend APPROVAL of Juneteenth (and alternative Good Friday added if agreed) for consistency with other agencies.**

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

**AN ORDINANCE TO AMEND THE CITY OF LOCUST GROVE PERSONNEL POLICY; TO AMEND NO. 304 ENTITLED “CITY HOLIDAYS”; TO APPROVE THE AN ADDITIONAL HOLIDAY AS OBSERVED BY THE FEDERAL, STATE AND MANY REGIONAL GOVERNMENTS FOR JUNETEENTH; TO PROVIDE FOR CODIFICATION IN THE CITY OF LOCUST GROVE PERSONNEL POLICY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Locust Grove, Georgia (“City”) approved a Personnel Policy providing a policy guide for all employees in terms of attendance, functional guidance and discipline in the operations of the City; and,

**WHEREAS**, the Holiday Schedule per Section 304 of the Personnel Policy accounts for most all federal, state and regional holidays as are typically observed likewise by the City, as amended; and,

**WHEREAS**, the US Federal and State of Georgia – along with many regional city and county governments – have elected to observe the Holiday of Juneteenth on the 19<sup>th</sup> of June of each calendar year in observance of the day final emancipation of slaves as part of the end of the Civil War; and,

**WHEREAS**, pursuant to the Section 3.51 (3) of the charter of the City of Locust Grove, Georgia, the Mayor and City Council hereby amend the Personnel Policy Holiday schedule to provide for the additional holiday observance.

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1.** **Adoption of the amended Holiday Schedule to Section 304.** The following amended to Section 304 of the Personnel Policy entitled “City Holidays” is hereby amended by adopting the new Holiday Schedule as attached hereto and incorporated herein as **Exhibit “A”** reflecting the addition of Juneteenth to the Holiday Schedule.

**SECTION 3.** The City Clerk is hereby directed to record this Ordinance in the official minutes of the City.

**SECTION 4.** The Personnel Policy adopted and dated July 12, 2004 is hereby re-adopted in its entirety except as amended as the Personnel Policy of the City of Locust Grove.

**SECTION 5.**

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 7. Repeal of Conflicting Ordinances.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 8. Effective Date.** This ordinance shall become effective immediately as adopted by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 6<sup>th</sup> day of June, 2022.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MISTY SPURLING City Clerk

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

(Seal)

**EXHIBIT "A"**

**REVISED SECTION 304 OF THE PERSONNEL POLICY  
CITY HOLIDAYS**



# CITY OF LOCUST GROVE, GEORGIA PERSONNEL POLICY

## CITY HOLIDAYS

NO. 304

### 304.01 PURPOSE:

To provide a benefit to City employees and to allow City employees the opportunity to celebrate widely observed holidays or (if scheduled to work during a holiday) to receive holiday compensation as approved by their respective department heads.

† *Note: In order to ensure the continuous provision of essential and/or emergency services to City residents, employees of the Police Departments are required -- as a condition of employment with the City -- to work assigned shifts during City holidays. As a result, therefore, special rules apply for non-exempt law enforcement shift personnel with respect to holiday accrual and compensation.*

*For a complete explanation of these rules, employees affected should consult their respective department head or his or her designee.*

### 304.02 STATEMENT OF POLICY:

#### 304.02.1 Holidays Observed

The following days have been designated by Mayor and Council as paid legal holidays for City employees (except as noted above).† These holidays are subject to change, addition, and/or deletion at the discretion of the Mayor and Council. The City will observe the following holidays:

<input type="checkbox"/> New Year's Day	January 1
<input type="checkbox"/> Martin Luther King, Jr. Day	Third Monday in January
<input type="checkbox"/> Memorial Day	Last Monday in May
<input type="checkbox"/> Juneteenth Holiday	June 19
<input type="checkbox"/> Independence Day	July 4
<input type="checkbox"/> Labor Day	First Monday in September
<input type="checkbox"/> Veteran's Day	November 11
<input type="checkbox"/> Thanksgiving Day	Fourth Thursday in November
<input type="checkbox"/> Day after Thanksgiving	Friday after Thanksgiving Day
<input type="checkbox"/> Day Before or After Christmas Day	December 24 or December 26
<input type="checkbox"/> Christmas Day	December 25

#### 304.02.2 Annual Schedule

The Personnel Officer will make available a schedule of specific holiday dates each year. If a holiday falls on a Saturday, it will normally be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday unless otherwise designated by the City Manager.

#### 304.02.3 Eligibility

In order to be eligible for straight-time holiday pay, a City employee must be an active status employee, and either be *present at work* OR *have an excused or permitted absence* on his or her regularly scheduled workdays both *immediately preceding* or *following* a holiday.



## CITY OF LOCUST GROVE, GEORGIA PERSONNEL POLICY

### CITY HOLIDAYS

NO. 304

#### **304.02.4** *Part-time Employees*

If a holiday falls on a normal workday for a regular part-time employee, the employee will receive payment (at his or her regular straight-time hourly rate) for the number of hours that he or she is normally scheduled to work on that holiday.

#### **304.02.5** *Temporary Workers*

Temporary and/or seasonal workers will not be eligible for holiday pay.

#### **304.02.6** *Holidays During Approved Annual Leave*

When a holiday falls within a regular employee's period of previously approved paid annual leave, the holiday shall not be counted as annual leave hours in computing the amount of annual leave hours debited from the employee's leave accrual. The employee will instead receive straight-time holiday pay.

#### **304.02.7** *Holidays Occurring On an Employee's Regularly Scheduled Day Off*

If a holiday falls on a *non-public safety* employee's regularly scheduled day off, the employee may, at the discretion of his or her department head EITHER (a) be paid *straight-time* for the holiday or (b) allowed to take the holiday off at a future date as scheduled and approved by his or her department head.

#### **304.02.8** *When a Non-Exempt, Non-Public Safety Employee Must Work a Holiday*

It is sometimes necessary for certain non-exempt, non-public safety employees to work during all or part of a City holiday as directed by their department head or his or her designee. When this occurs, *the actual hours worked on the holiday* will be compensated at ***time-and-a-half*** (overtime pay or compensatory time as previously agreed upon). If the *total hours actually worked the remainder of the seven (7) day work week* PLUS the *eight (8) straight-time holiday hours* received by all eligible employees **EQUALS more than forty (40) hours**, the employee will receive either overtime pay or compensatory time as agreed upon for all hours over forty (40).

#### **304.02.9** *Holidays Will Not Normally Be Advanced*

Except for designated non-exempt law enforcement shift personnel, holiday leave will accrue to the credit of the respective employee on the day of occurrence of each approved City holiday. For non-exempt, non-public safety employees, holiday hours off may only be advanced with the specific approval of the respective department head when the employee is scheduled to work on the upcoming holiday and, only then, if the holiday will be upcoming in the current or next pay period.



**CITY OF LOCUST GROVE, GEORGIA PERSONNEL POLICY**

**CITY HOLIDAYS**

**NO. 304**

**304.02.10** *Holidays Will Not Normally Be Carried Over*

All Holiday Leave must be taken in the calendar year. The **only** exception to this rule is where because of an extreme emergency, a department cannot allow an employee to take the holiday leave. This is a **rare** exception and only will be granted upon approval of the department head and City Manager.

***APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL:***

\_\_\_\_\_ *DATE:* \_\_\_\_\_  
*MAYOR ROBERT PRICE*

\_\_\_\_\_ *DATE:* \_\_\_\_\_  
*CITY MANAGER TIM YOUNG*



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

**AN ORDINANCE TO AMEND THE CITY OF LOCUST POLICY; TO AMEND NO. 304 ENTITLED “CITY HOLIDAYS”; TO APPROVE THE AN ADDITIONAL HOLIDAY AS OBSERVED BY THE FEDERAL, STATE AND MANY REGIONAL GOVERNMENTS FOR JUNETEENTH AND GOOD FRIDAY; TO PROVIDE FOR CODIFICATION IN THE CITY OF LOCUST GROVE PERSONNEL POLICY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Locust Grove, Georgia (“City”) approved a Personnel Policy providing a policy guide for all employees in terms of attendance, functional guidance and discipline in the operations of the City; and,

**WHEREAS**, the Holiday Schedule per Section 304 of the Personnel Policy accounts for most all federal, state and regional holidays as are typically observed likewise by the City, as amended; and,

**WHEREAS**, the US Federal and State of Georgia – along with many regional city and county governments – have elected to observe the Holiday of Juneteenth on the 19<sup>th</sup> of June of each calendar year in observance of the day final emancipation of slaves as part of the end of the Civil War; and,

**WHEREAS**, the State of Georgia – along with many regional city and county governments – also observe Good Friday as the Friday before Easter of each calendar year; and,

**WHEREAS**, pursuant to the Section 3.51 (3) of the charter of the City of Locust Grove, Georgia, the Mayor and City Council hereby amend the Personnel Policy Holiday schedule to provide for the additional holiday observance.

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1.** **Adoption of the amended Holiday Schedule to Section 304.** The following amended to Section 304 of the Personnel Policy entitled “City Holidays” is hereby amended by adopting the new Holiday Schedule as attached hereto and incorporated herein as **Exhibit “A”** reflecting the addition of Juneteenth and Good Friday to the Holiday Schedule.

**SECTION 3.** The City Clerk is hereby directed to record this Ordinance in the official minutes of the City.

**SECTION 4.** The Personnel Policy adopted and dated July 12, 2004 is hereby re-adopted in its entirety except as amended as the Personnel Policy of the City of Locust Grove.

**SECTION 5.**

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 7. Repeal of Conflicting Ordinances.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 8. Effective Date.** This ordinance shall become effective immediately as adopted by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 6<sup>th</sup> day of June, 2022.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MISTY SPURLING City Clerk

(Seal)

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

**EXHIBIT "A"**

**REVISED SECTION 304 OF THE PERSONNEL POLICY  
CITY HOLIDAYS**



**CITY OF LOCUST GROVE, GEORGIA PERSONNEL POLICY**

**CITY HOLIDAYS**

**NO. 304**

**304.01 PURPOSE:**

To provide a benefit to City employees and to allow City employees the opportunity to celebrate widely observed holidays or (if scheduled to work during a holiday) to receive holiday compensation as approved by their respective department heads.

*For a complete explanation of these rules, employees affected should consult their respective department head or his or her designee.*

† *Note: In order to ensure the continuous provision of essential and/or emergency services to City residents, employees of the Police Departments are required -- as a condition of employment with the City -- to work assigned shifts during City holidays. As a result, therefore, special rules apply for non-exempt law enforcement shift personnel with respect to holiday accrual and compensation.*

**304.02 STATEMENT OF POLICY:**

**304.02.1 Holidays Observed**

The following days have been designated by Mayor and Council as paid legal holidays for City employees (except as noted above).† These holidays are subject to change, addition, and/or deletion at the discretion of the Mayor and Council. The City will observe the following holidays:

<input type="checkbox"/> New Year's Day	January 1
<input type="checkbox"/> Martin Luther King, Jr. Day	Third Monday in January
<input type="checkbox"/> Good Friday	Friday before Easter
<input type="checkbox"/> Memorial Day	Last Monday in May
<input type="checkbox"/> Juneteenth Holiday	June 19
<input type="checkbox"/> Independence Day	July 4
<input type="checkbox"/> Labor Day	First Monday in September
<input type="checkbox"/> Veteran's Day	November 11
<input type="checkbox"/> Thanksgiving Day	Fourth Thursday in November
<input type="checkbox"/> Day after Thanksgiving	Friday after Thanksgiving Day
<input type="checkbox"/> Day Before or After Christmas Day	December 24 or December 26
<input type="checkbox"/> Christmas Day	December 25

**304.02.2 Annual Schedule**

The Personnel Officer will make available a schedule of specific holiday dates each year. If a holiday falls on a Saturday, it will normally be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday unless otherwise designated by the City Manager.

**304.02.3 Eligibility**

In order to be eligible for straight-time holiday pay, a City employee must be an active status employee, and either be *present at work* OR *have an excused or permitted absence* on his or her regularly scheduled workdays both *immediately preceding* or *following* a holiday.



## CITY OF LOCUST GROVE, GEORGIA PERSONNEL POLICY

### CITY HOLIDAYS

NO. 304

#### **304.02.4** *Part-time Employees*

If a holiday falls on a normal workday for a regular part-time employee, the employee will receive payment (at his or her regular straight-time hourly rate) for the number of hours that he or she is normally scheduled to work on that holiday.

#### **304.02.5** *Temporary Workers*

Temporary and/or seasonal workers will not be eligible for holiday pay.

#### **304.02.6** *Holidays During Approved Annual Leave*

When a holiday falls within a regular employee's period of previously approved paid annual leave, the holiday shall not be counted as annual leave hours in computing the amount of annual leave hours debited from the employee's leave accrual. The employee will instead receive straight-time holiday pay.

#### **304.02.7** *Holidays Occurring On an Employee's Regularly Scheduled Day Off*

If a holiday falls on a *non-public safety* employee's regularly scheduled day off, the employee may, at the discretion of his or her department head EITHER (a) be paid *straight-time* for the holiday or (b) allowed to take the holiday off at a future date as scheduled and approved by his or her department head.

#### **304.02.8** *When a Non-Exempt, Non-Public Safety Employee Must Work a Holiday*

It is sometimes necessary for certain non-exempt, non-public safety employees to work during all or part of a City holiday as directed by their department head or his or her designee. When this occurs, *the actual hours worked on the holiday* will be compensated at **time-and-a-half** (overtime

pay or compensatory time as previously agreed upon). If the *total hours actually worked the remainder of the seven (7) day work week PLUS the eight (8) straight-time holiday hours* received by all eligible employees *EQUALS more than forty (40) hours*, the employee will receive either overtime pay or compensatory time as agreed upon for all hours over forty (40).

#### **304.02.9** *Holidays Will Not Normally Be Advanced*

Except for designated non-exempt law enforcement shift personnel, holiday leave will accrue to the credit of the respective employee on the day of occurrence of each approved City holiday. For non-exempt, non-public safety employees, holiday hours off may only be advanced with the specific approval of the respective department head when the employee is scheduled to work on the upcoming holiday and, only then, if the holiday will be upcoming in the current or next pay period.

#### **304.02.10** *Holidays Will Not Normally Be Carried Over*

All Holiday Leave must be taken in the calendar year. The only exception to this rule is where because of an extreme emergency, a department cannot allow an employee to take the holiday leave. This is a rare exception and only will be granted upon approval of the department head and City Manager.

*Next Page for Approval Signatures*



**CITY OF LOCUST GROVE, GEORGIA PERSONNEL POLICY  
CITY HOLIDAYS**

**NO. 304**

***APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL:***

\_\_\_\_\_ ***DATE:*** \_\_\_\_\_  
***MAYOR ROBERT PRICE***

\_\_\_\_\_ ***DATE:*** \_\_\_\_\_  
***CITY MANAGER TIM YOUNG***



## Community Development Department

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

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## Item Coversheet

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**Item:** An Ordinance to approve the final plat for Berkeley Lakes Phase 2B a single-family residential subdivision – located on Singley Circle, north of Davis Road (Parcel IDs 146-01032000 and 146-01033000).

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** No

**Date Received:** April 18, 2022

**Workshop Date:** N/A

**Regular Meeting Date:** June 6, 2022

### **Discussion:**

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DRB Group GA, LLC of Fayetteville, GA submitted the final plat for Berkeley Lakes Phase 2B subdivision to be located on Singley Circle north of Davis Road (Parcel IDs 146-01032000 and 146-01033000).

**Applicant/Developer:**  
**DRB GROUP GA, LLC**  
160 Whitney Street  
Fayetteville, GA 30214

The general concept is 51 single-family residential lots.

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**Project Data:**

- **Location = 69 and 71 Singley Circle**
- **Gross Acreage = 17.16 +/- acres (Phase 2B)**
- **Property zoning = PR-4 (planned residential development)**
- **Lot Count = 51**
- **Open Space = 6.39 +/- acres (Phase 2A and 2B)**
- **Minimum Lot Size = 10,000 sq. ft.**
- **Minimum Lot Width = 70' or 30' on cul-de-sacs**
- **Minimum House Size = 1,800 sq. ft. heated minimum for single story 2,200 sq. ft. heated minimum for two story**
- **Setbacks:**
  - **Front = 30'**
  - **Side = 5' (15' between buildings)**
  - **Rear = 25'**

**Zoning Conditions:**

1. **An updated water availability letter from the Henry County Water Authority must be submitted prior to or in conjunction with the initial set of construction documents for a land disturbance permit.**
2. **A 50' planted landscape buffer be installed along the northern boundary of parcel 146-01032000. The purpose of this buffer is to mitigate visual impacts on the adjacent property to the south.**
3. **The existing well on parcel 146-01032000 shall be abandoned and closed in accordance with Georgia Law and under the procedures mandated by the Georgia Department of Public Health to avoid contamination of remaining wells in the area.**
4. **A fifteen (15) foot "no access" easement shall be provided along the eastern boundary for the purpose of preventing vehicular access t Singley Circle.**

**Recommendation:**

**Staff recommends approval of the Berkeley Lakes Phase 2B subdivision final plat.**

**I MOVE TO (approve/deny/table) THE RESOLUTION APPROVING THE FINAL PLAT FOR BERKELEY LAKES SUBDIVISION PHASE 2B TO BE LOCATED ON SINGLEY CIRCLE.**



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

**AN ORDINANCE TO AUTHORIZE THE APPROVAL OF A FINAL SUBDIVISION PLAT OF BERKELEY LAKES PHASE 2B; LOCATED AT 69 AND 71 SINGLEY; 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 DRB Group GA, LLC on April 18, 2022, for property located near the intersection of Davis Road and South Unity Grove Road in Land Lot 163 of the 2<sup>nd</sup> District, Locust Grove, Georgia (the “Property”); and,

**WHEREAS**, the current owner of the property is identified as DRB Group GA, LLC, 160 Whitney St. Fayetteville, GA 30214 (the “Owner”); and,

**WHEREAS**, the Property was rezoned to PR-4 (planned residential development) by the Locust Grove City Council on January 7, 2019; and,

**WHEREAS**, the final plat illustrates the Owner’s plan to develop the 17.16 +/-acre tract into a 51-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 PR-4 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 “BERKELEY LAKES PHASE 2B” dated April 18, 2022.

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 6<sup>th</sup> day of June 2022.

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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

**EXHIBIT "A"**



**Moore Bass Consulting, Inc.**  
 1350 Kety Ferry Court  
 Marietta, GA 30067  
 770.434.0020

**PROJECT NAME:**  
 BERKELEY LAKES PHASE 2B  
 LOCUST GROVE, GEORGIA

**CLIENT NAME:**  
 DRB GROUP, LLC  
 160 WHITNEY STREET  
 FAYETTEVILLE, GA 30214

**DATE:** 12/12/23  
**SCALE:** AS SHOWN  
**DRAWN BY:** J. RANSOM  
**CHECKED BY:** J. RANSOM  
**DATE:** 12/12/23

**SHEET TITLE:**  
 COVER SHEET

**1 OF 4**

**FINAL PLAT OF BERKELEY LAKES PHASE 2B**  
 LOCATED IN LAND LOT 163 ~ 2ND DISTRICT CITY OF LOCUST GROVE HENRY COUNTY, GEORGIA

**DEVELOPMENT DATA**

1. DEVELOPER: UNIVERSITY PARK, ONE BLOSSOM CIRCLE, ADDRESS: 160 WHITNEY STREET, FAYETTEVILLE, GA 30214 TELEPHONE NUMBER: (770) 434-0020
2. SURVEYOR: MOORE BASS CONSULTING, INC. ADDRESS: 1350 KETY FERRY COURT, MARIETTA, GA 30067 TELEPHONE NUMBER: (770) 434-0020
3. SUBDIVISION: PHASE 2B, 1500 SOUTHWEST SURVEY PERFORMED BY MOORE BASS CONSULTING, INC.
4. LOCATION: 69.811 SENECA CIRCLE, LOCUST GROVE, GA
5. TYPE OF SUBDIVISION: SINGLE FAMILY RESIDENTIAL
6. ZONING: R14 (RESIDENTIAL SINGLE-FAMILY)
7. TOTAL AREA: 2.711 AC. (PHASE 2B)
8. LESS: WETLANDS: 0.00 AC. LESS SWAMP: 0.00 AC. LESS WATER: 0.00 AC. LESS WOODLAND: 0.00 AC. LESS WETLANDS: 0.00 AC.
9. OPEN SPACE: 1.00 AC.
10. NUMBER OF LOTS: 51 LOTS (PHASE 2B)
11. TYPE OF LOTS: 27 LOTS (30x100 FT.), 27 LOTS (25x100 FT.)
12. DENSITY: 1.86 PER ACRE
13. TOTAL AREA: 2.711 AC.
14. TOTAL WETLANDS: 0.00 AC.
15. TOTAL SWAMP: 0.00 AC.
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99. TOTAL SWAMP: 0.00 AC.
100. TOTAL WATER: 0.00 AC.

**3. UTILITIES**

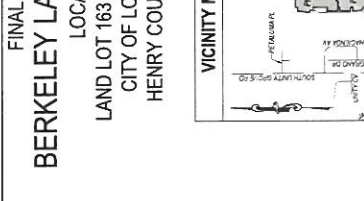
A. WATER: CITY OF LOCUST GROVE  
 B. SEWER: CENTRAL GEORGIA POWER  
 C. POWER: CENTRAL GEORGIA POWER

**FAÇADE REQUIREMENT**

ALL BUILDINGS SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% GLAZING AREA ON THE FRONT ELEVATION. THIS REQUIREMENT DOES NOT APPLY TO GARAGES, PORCHES, DECKS, OR UNFINISHED ATTIC SPACE.

**AMENITIES NOTE**

ALL NEWLY CONSTRUCTED SINGLE-FAMILY RESIDENTIAL HOMES SHALL BE PROVIDED WITH THE FOLLOWING AMENITIES: A. CROWN MOULDING (MIN. 1" HIGH); B. CERAMIC TILE IN BATHS AND KITCHENS; C. GRANITE COUNTERTOPS IN KITCHENS; D. STAINLESS STEEL APPLIANCES; E. WALK-IN CLOSETS; F. HARDWOOD FLOORING IN MAIN LIVING AREAS; G. LIGHT FIXTURES; H. REFRIGERATOR; I. DISHWASHER; J. RANGE; K. SINK; L. STOVE; M. CUPBOARD; N. SINK; O. STOVE; P. RANGE; Q. SINK; R. STOVE; S. RANGE; T. SINK; U. STOVE; V. RANGE; W. SINK; X. STOVE; Y. RANGE; Z. SINK; AA. STOVE; AB. RANGE; AC. SINK; AD. STOVE; AE. RANGE; AF. SINK; AG. STOVE; AH. RANGE; AI. SINK; AJ. STOVE; AK. RANGE; AL. SINK; AM. STOVE; AN. RANGE; AO. SINK; AP. STOVE; AQ. RANGE; AR. SINK; AS. STOVE; AT. RANGE; AU. SINK; AV. STOVE; AW. RANGE; AX. SINK; AY. STOVE; AZ. RANGE; BA. SINK; BB. STOVE; BC. RANGE; BD. SINK; BE. STOVE; BF. RANGE; BG. SINK; BH. STOVE; BI. RANGE; BJ. SINK; BK. STOVE; BL. RANGE; BM. SINK; BN. STOVE; BO. RANGE; BP. SINK; BQ. STOVE; BR. RANGE; BS. SINK; BT. STOVE; BU. RANGE; BV. SINK; BV. STOVE; BW. RANGE; BX. SINK; BY. STOVE; BZ. RANGE; CA. SINK; CB. STOVE; CC. RANGE; CD. SINK; CE. STOVE; CF. RANGE; CG. SINK; CH. STOVE; CI. RANGE; CJ. SINK; CK. STOVE; CL. RANGE; CM. SINK; CN. STOVE; CO. RANGE; CP. SINK; CQ. STOVE; CR. RANGE; CS. SINK; CT. STOVE; CU. RANGE; CV. SINK; CV. STOVE; CW. RANGE; CX. SINK; CY. STOVE; CZ. RANGE; DA. SINK; DB. STOVE; DC. RANGE; DD. SINK; DE. STOVE; DF. RANGE; DG. SINK; DH. STOVE; DI. RANGE; DJ. SINK; DK. STOVE; DL. RANGE; DM. SINK; DN. STOVE; DO. RANGE; DP. SINK; DP. STOVE; DQ. RANGE; DR. SINK; DS. STOVE; DT. RANGE; DU. SINK; DU. STOVE; DV. RANGE; DW. SINK; DW. STOVE; DX. RANGE; DY. SINK; DY. STOVE; DZ. RANGE; EA. SINK; EB. STOVE; EC. RANGE; ED. SINK; EE. STOVE; EF. RANGE; EG. SINK; EH. STOVE; EI. RANGE; EJ. SINK; EK. STOVE; EL. RANGE; EM. SINK; EN. STOVE; EO. RANGE; EP. SINK; EP. STOVE; EQ. RANGE; ER. SINK; ES. STOVE; ET. RANGE; EU. SINK; EU. STOVE; EV. RANGE; EW. SINK; EW. STOVE; EX. RANGE; EY. SINK; EY. STOVE; EZ. RANGE; FA. SINK; FB. STOVE; FC. RANGE; FD. SINK; FE. STOVE; FF. RANGE; FG. SINK; FH. STOVE; FI. RANGE; FJ. SINK; FK. STOVE; FL. RANGE; FM. SINK; FN. STOVE; FO. RANGE; FP. SINK; FP. STOVE; FQ. RANGE; FR. SINK; FS. STOVE; FT. RANGE; FU. SINK; FU. STOVE; FV. RANGE; FW. SINK; FW. STOVE; FX. RANGE; FY. SINK; FY. STOVE; FZ. RANGE; GA. SINK; GB. STOVE; GC. RANGE; GD. SINK; GE. STOVE; GF. RANGE; GG. SINK; GH. STOVE; GI. RANGE; GJ. SINK; GK. STOVE; GL. RANGE; GM. SINK; GN. STOVE; GO. RANGE; GP. SINK; GP. STOVE; GQ. RANGE; GR. SINK; GS. STOVE; GT. RANGE; GU. SINK; GU. STOVE; GV. RANGE; GW. SINK; GW. STOVE; GX. RANGE; GY. SINK; GY. STOVE; GZ. RANGE; HA. SINK; HB. STOVE; HC. RANGE; HD. SINK; HE. STOVE; HF. RANGE; HG. SINK; HH. STOVE; HI. RANGE; HJ. SINK; HK. STOVE; HL. RANGE; HM. SINK; HN. STOVE; HO. RANGE; HP. SINK; HP. STOVE; HQ. RANGE; HR. SINK; HS. STOVE; HT. RANGE; HU. SINK; HU. STOVE; HV. RANGE; HW. SINK; HW. STOVE; HX. RANGE; HY. SINK; HY. STOVE; HZ. RANGE; IA. SINK; IB. STOVE; IC. RANGE; ID. SINK; IE. STOVE; IF. RANGE; IG. SINK; IH. STOVE; II. RANGE; IJ. SINK; IK. STOVE; IL. RANGE; IM. SINK; IN. STOVE; IO. RANGE; IP. SINK; IP. STOVE; IQ. RANGE; IR. SINK; IS. STOVE; IT. RANGE; IU. SINK; IU. STOVE; IV. RANGE; IW. SINK; IW. STOVE; IX. RANGE; IY. SINK; IY. STOVE; IZ. RANGE; JA. SINK; JB. STOVE; JC. RANGE; JD. SINK; JE. STOVE; JF. RANGE; JG. SINK; JH. STOVE; JI. RANGE; JJ. SINK; JK. STOVE; JL. RANGE; JM. SINK; JN. STOVE; JO. RANGE; JP. SINK; JP. STOVE; JQ. RANGE; JR. SINK; JS. STOVE; JT. RANGE; JU. SINK; JU. STOVE; JV. RANGE; JW. SINK; JW. STOVE; JX. RANGE; JY. SINK; JY. STOVE; JZ. RANGE; KA. SINK; KB. STOVE; KC. RANGE; KD. SINK; KE. STOVE; KF. RANGE; KG. SINK; KH. STOVE; KI. RANGE; KJ. SINK; KK. STOVE; KL. RANGE; KM. SINK; KN. STOVE; KO. RANGE; KP. SINK; KP. STOVE; KQ. RANGE; KR. SINK; KS. STOVE; KT. RANGE; KU. SINK; KU. STOVE; KV. RANGE; KW. SINK; KW. STOVE; KX. RANGE; KY. SINK; KY. STOVE; KZ. RANGE; LA. SINK; LB. STOVE; LC. RANGE; LD. SINK; LE. STOVE; LF. RANGE; LG. SINK; LH. STOVE; LI. RANGE; LJ. SINK; LK. STOVE; LL. RANGE; LM. SINK; LN. STOVE; LO. RANGE; LP. SINK; LP. STOVE; LQ. RANGE; LR. SINK; LS. STOVE; LT. RANGE; LU. SINK; LU. STOVE; LV. RANGE; LW. SINK; LW. STOVE; LX. RANGE; LY. SINK; LY. STOVE; LZ. RANGE; MA. SINK; MB. STOVE; MC. RANGE; MD. SINK; ME. STOVE; MF. RANGE; MG. SINK; MH. STOVE; MI. RANGE; MJ. SINK; MK. STOVE; ML. RANGE; MM. SINK; MN. STOVE; MO. RANGE; MP. SINK; MP. STOVE; MQ. RANGE; MR. SINK; MS. STOVE; MT. RANGE; MU. SINK; MU. STOVE; MV. RANGE; MW. SINK; MW. STOVE; MX. RANGE; MY. SINK; MY. STOVE; MZ. RANGE; NA. SINK; NB. STOVE; NC. RANGE; ND. SINK; NE. STOVE; NF. RANGE; NG. SINK; NH. STOVE; NI. RANGE; NJ. SINK; NK. STOVE; NL. RANGE; NM. SINK; NN. STOVE; NO. RANGE; NP. SINK; NP. STOVE; NQ. RANGE; NR. SINK; NS. STOVE; NT. RANGE; NU. SINK; NU. STOVE; NV. RANGE; NW. SINK; NW. STOVE; NX. RANGE; NY. SINK; NY. STOVE; NZ. RANGE; OA. SINK; OB. STOVE; OC. RANGE; OD. SINK; OE. STOVE; OF. RANGE; OG. SINK; OH. STOVE; OI. RANGE; OJ. SINK; OK. STOVE; OL. RANGE; OM. SINK; ON. STOVE; OO. RANGE; OP. SINK; OP. STOVE; OQ. RANGE; OR. SINK; OS. STOVE; OT. RANGE; OU. SINK; OU. STOVE; OV. RANGE; OW. SINK; OW. STOVE; OX. RANGE; OY. SINK; OY. STOVE; OZ. RANGE; PA. SINK; PB. STOVE; PC. RANGE; PD. SINK; PE. STOVE; PF. RANGE; PG. SINK; PH. STOVE; PI. RANGE; PJ. SINK; PK. STOVE; PL. RANGE; PM. SINK; PN. STOVE; PO. RANGE; PP. SINK; PP. STOVE; PQ. RANGE; PR. SINK; PS. STOVE; PT. RANGE; PU. SINK; PU. STOVE; PV. RANGE; PW. SINK; PW. STOVE; PX. RANGE; PY. SINK; PY. STOVE; PZ. RANGE; QA. SINK; QB. STOVE; QC. RANGE; QD. SINK; QE. STOVE; QF. RANGE; QG. SINK; QH. STOVE; QI. RANGE; QJ. SINK; QK. STOVE; QL. RANGE; QM. SINK; QN. STOVE; QO. RANGE; QP. SINK; QP. STOVE; QQ. RANGE; QR. SINK; QS. STOVE; QT. RANGE; QU. SINK; QU. STOVE; QV. RANGE; QW. SINK; QW. STOVE; QX. RANGE; QY. SINK; QY. STOVE; QZ. RANGE; RA. SINK; RB. STOVE; RC. RANGE; RD. SINK; RE. STOVE; RF. RANGE; RG. SINK; RH. STOVE; RI. RANGE; RJ. SINK; RK. STOVE; RL. RANGE; RM. SINK; RN. STOVE; RO. RANGE; RP. SINK; RP. STOVE; RQ. RANGE; RR. SINK; RS. STOVE; RT. RANGE; RU. SINK; RU. STOVE; RV. RANGE; RW. SINK; RW. STOVE; RX. RANGE; RY. SINK; RY. STOVE; RZ. RANGE; SA. SINK; SB. STOVE; SC. RANGE; SD. SINK; SE. STOVE; SF. RANGE; SG. SINK; SH. STOVE; SI. RANGE; SJ. SINK; SK. STOVE; SL. RANGE; SM. SINK; SN. STOVE; SO. RANGE; SP. SINK; SP. STOVE; SQ. RANGE; SR. SINK; SS. STOVE; ST. RANGE; SU. SINK; SU. STOVE; SV. RANGE; SW. SINK; SW. STOVE; SX. RANGE; SY. SINK; SY. STOVE; SZ. RANGE; TA. SINK; TB. STOVE; TC. RANGE; TD. SINK; TE. STOVE; TF. RANGE; TG. SINK; TH. STOVE; TI. RANGE; TJ. SINK; TK. STOVE; TL. RANGE; TM. SINK; TN. STOVE; TO. RANGE; TP. SINK; TP. STOVE; TQ. RANGE; TR. SINK; TS. STOVE; TT. RANGE; TU. SINK; TU. STOVE; TV. RANGE; TW. SINK; TW. STOVE; TX. RANGE; TY. SINK; TY. STOVE; TZ. RANGE; UA. SINK; UB. STOVE; UC. RANGE; UD. SINK; UE. STOVE; UF. RANGE; UG. SINK; UH. STOVE; UI. RANGE; UJ. SINK; UK. STOVE; UL. RANGE; UM. SINK; UN. STOVE; UO. RANGE; UP. SINK; UP. STOVE; UQ. RANGE; UR. SINK; US. STOVE; UT. RANGE; UO. SINK; UO. STOVE; UV. RANGE; UW. SINK; UW. STOVE; UX. RANGE; UY. SINK; UY. STOVE; UZ. RANGE; VA. SINK; VB. STOVE; VC. RANGE; VD. SINK; VE. STOVE; VF. RANGE; VG. SINK; VH. STOVE; VI. RANGE; VJ. SINK; VK. STOVE; VL. RANGE; VM. SINK; VN. STOVE; VO. RANGE; VP. SINK; VP. STOVE; VQ. RANGE; VR. SINK; VS. STOVE; VT. RANGE; VU. SINK; VU. STOVE; VV. RANGE; VW. SINK; VW. STOVE; VX. RANGE; VY. SINK; VY. STOVE; VZ. RANGE; WA. SINK; WB. STOVE; WC. RANGE; WD. SINK; WE. STOVE; WF. RANGE; WG. SINK; WH. STOVE; WI. RANGE; WJ. SINK; WK. STOVE; WL. RANGE; WM. SINK; WN. STOVE; WO. RANGE; WP. SINK; WP. STOVE; WQ. RANGE; WR. SINK; WS. STOVE; WT. RANGE; WU. SINK; WU. STOVE; WV. RANGE; WW. SINK; WW. STOVE; WX. RANGE; WY. SINK; WY. STOVE; WZ. RANGE; XA. SINK; XB. STOVE; XC. RANGE; XD. SINK; XE. STOVE; XF. RANGE; XG. SINK; XH. STOVE; XI. RANGE; XJ. SINK; XK. STOVE; XL. RANGE; XM. SINK; XN. STOVE; XO. RANGE; XP. SINK; XP. STOVE; XQ. RANGE; XR. SINK; XS. STOVE; XT. RANGE; XU. SINK; XU. STOVE; XV. RANGE; XW. SINK; XW. STOVE; XX. RANGE; XY. SINK; XY. STOVE; XZ. RANGE; YA. SINK; YB. STOVE; YC. RANGE; YD. SINK; YE. STOVE; YF. RANGE; YG. SINK; YH. STOVE; YI. RANGE; YJ. SINK; YK. STOVE; YL. RANGE; YM. SINK; YN. STOVE; YO. RANGE; YP. SINK; YP. STOVE; YQ. RANGE; YR. SINK; YS. STOVE; YT. RANGE; YU. SINK; YU. STOVE; YV. RANGE; YW. SINK; YW. STOVE; YX. RANGE; YY. SINK; YY. STOVE; YZ. RANGE; ZA. SINK; ZB. STOVE; ZC. RANGE; ZD. SINK; ZE. STOVE; ZF. RANGE; ZG. SINK; ZH. STOVE; ZI. RANGE; ZJ. SINK; ZK. STOVE; ZL. RANGE; ZM. SINK; ZN. STOVE; ZO. RANGE; ZP. SINK; ZP. STOVE; ZQ. RANGE; ZR. SINK; ZS. STOVE; ZT. RANGE; ZU. SINK; ZU. STOVE; ZV. RANGE; ZW. SINK; ZW. STOVE; ZX. RANGE; ZY. SINK; ZY. STOVE; ZZ. RANGE;



**TAX PARCEL/ADDRESS INFO**

HERRY COUNTY MAP 116F  
 ALL BLOCK 2, PARCEL 16 AS LOT #  
 OPEN SPACE 16891530200

**OWNER / DEVELOPER**  
 DRB GROUP, LLC  
 160 WHITNEY STREET  
 FAYETTEVILLE, GA 30214

**SURVEYOR / ENGINEER**  
 MOORE BASS CONSULTING, INC.  
 1350 KETY FERRY COURT  
 MARIETTA, GA 30067  
 (770) 914-9374

**24-HOUR CONTACT**  
 DOUG RANSOM  
 160 WHITNEY STREET  
 FAYETTEVILLE, GA 30214  
 EMAIL: transom@drbgroup.com

**DRAINAGE NOTE**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS DETERMINED THAT THERE ARE NO EXISTING OR PROPOSED DRAINAGE SYSTEMS ON THE SITE. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS DETERMINED THAT THERE ARE NO EXISTING OR PROPOSED DRAINAGE SYSTEMS ON THOSE PROPERTIES. THE SURVEYOR HAS THEREFORE ASSUMED THAT THERE ARE NO EXISTING OR PROPOSED DRAINAGE SYSTEMS ON THE SITE OR ON THE ADJACENT PROPERTIES.

**DEDICATION NOTE**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS DETERMINED THAT THERE ARE NO EXISTING OR PROPOSED DEDICATIONS ON THE SITE. THE SURVEYOR HAS THEREFORE ASSUMED THAT THERE ARE NO EXISTING OR PROPOSED DEDICATIONS ON THE SITE.

**REFERENCES**

1. HENRY COUNTY ZONING ORDINANCE, 2018 EDITION, AS AMENDED.

**FLOOD / WETLANDS NOTE**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS DETERMINED THAT THERE ARE NO EXISTING OR PROPOSED FLOOD ZONINGS OR WETLANDS ON THE SITE. THE SURVEYOR HAS THEREFORE ASSUMED THAT THERE ARE NO EXISTING OR PROPOSED FLOOD ZONINGS OR WETLANDS ON THE SITE.

**SURVEY NOTES**

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING ACT OF 1965, AS AMENDED.



**Moore Bass Consulting, Inc.**  
 • Civil Engineering  
 • Surveying  
 • Development Consulting  
 • Environmental Permitting

www.moorebass.com  
 TALLAHASSEE • ATLANTA  
 1355 Ferns Court  
 McDonough, GA 30253  
 770.314.9348

PROJECT NAME  
 LEGACY LAKES PHASE 2B

CLIENT NAME  
 ORIS GROUP, LLC  
 159 WHITNEY STREET  
 FAIRVIEW, GA 30214

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED BY CITY COMMISSION RECORD #1172	11/15/18
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	
6	REVISIONS	
7	REVISIONS	
8	REVISIONS	
9	REVISIONS	
10	REVISIONS	
11	REVISIONS	
12	REVISIONS	
13	REVISIONS	
14	REVISIONS	
15	REVISIONS	
16	REVISIONS	
17	REVISIONS	
18	REVISIONS	
19	REVISIONS	
20	REVISIONS	

DATE: 11/15/18  
 SHEET TITLE: ZONING CONDITIONS  
 PROJECT: 2 OF 4

**REZONING EVALUATION REPORT**  
 FILE# 18-143

November 15, 2018  
 R-2(CRS) TO PR-4

The staff of the City of Tallahassee has reviewed the application for rezoning and has prepared this report for the City Commission. The City Commission will be holding a public hearing on the application on November 19, 2018. The City Commission will be holding a public hearing on the application on November 19, 2018. The City Commission will be holding a public hearing on the application on November 19, 2018.

**Comments**

The Commission has reviewed the application and has determined that the rezoning is in the best interests of the City. The Commission has determined that the rezoning is in the best interests of the City. The Commission has determined that the rezoning is in the best interests of the City.

**RECOMMENDATION**

The Commission recommends that the rezoning be approved. The Commission recommends that the rezoning be approved. The Commission recommends that the rezoning be approved.

APPROVED AS TO FORM:  
 [Signature]

APPROVED AS TO MERIT:  
 [Signature]

**REZONING EVALUATION REPORT**  
 FILE# 18-143

November 15, 2018

The staff of the City of Tallahassee has reviewed the application for rezoning and has prepared this report for the City Commission. The City Commission will be holding a public hearing on the application on November 19, 2018. The City Commission will be holding a public hearing on the application on November 19, 2018. The City Commission will be holding a public hearing on the application on November 19, 2018.

**RECOMMENDATION**

The Commission recommends that the rezoning be approved. The Commission recommends that the rezoning be approved. The Commission recommends that the rezoning be approved.

**WHEREAS**, the Mayor and City Council have received and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report on file;

**WHEREAS**, the Mayor and City Council have considered the applicant's request in light of these criteria for rezoning under section 17-24.017 of the Code of Ordinances, City of Tallahassee, Florida;

**WHEREAS**, the applicant has provided the following information:

- The rezoning is necessary to allow for the development of the property.
- The rezoning is in the best interests of the City.
- The rezoning is in the best interests of the City.
- The rezoning is in the best interests of the City.

**WHEREAS**, the Commission has determined that the rezoning is in the best interests of the City. The Commission has determined that the rezoning is in the best interests of the City. The Commission has determined that the rezoning is in the best interests of the City.

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**WHEREAS**, the Commission has determined that the rezoning is in the best interests of the City. The Commission has determined that the rezoning is in the best interests of the City. The Commission has determined that the rezoning is in the best interests of the City.







## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

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**Item:** Request for a Special Event Permit for the Rainbow Girls bi-annual fireworks sale fundraiser.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** N/A

**Date Received:** May 12, 2022

**Workshop Date:** N/A

**Regular Meeting Date:** June 6, 2022

### Discussion:

---

Staff received a request for a Special Events Permit for the Rainbow Girls bi-annual fireworks sale fundraisers on May 14, 2022. The fireworks sales will take place in the Walmart parking lot (4949 Bill Gardner Parkway) June 22 – July 10, 2022, and December 23 – December 31, 2022 to coincide with Independence Day and New Year's Day Holidays. The applicant has answered the following questions:

- The duration of the event (including set up and break down)
  - Hours of operation will be from 10:00 AM – 10:00 PM
- Contact information for the non-profit beneficiary including proof of non-profit status
  - David Midgorden - [midgordend@tntfireworks.com](mailto:midgordend@tntfireworks.com)
- Contact information for the person who will be onsite at the event.
  - Ann Thompson 404-222-7622



- 
- Which merchants will have booths at the event?
    - TNT Fireworks is a state-licensed fireworks vendor working in partnership with the Rainbow Girls to facilitate the legal sale of fireworks.

**Comments:**

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The International Order of the Rainbow Girls is recognized by the IRS as a 501(c)(3) tax-exempt organization.

**Recommendation:**

---

**Staff recommends approval of the applicant's special event request.**

**I MOVE TO (APPROVE/DENY/TABLE) THE REQUEST FOR A SPECIAL EVENT PERMIT FOR THE RAINBOW GIRLS FIREWORKS SALES.**



## SPECIAL EVENTS PERMIT APPLICATION

<b>Applicant:</b> David Midgorden	<b>Submittal Date:</b> 5/12/2022
<b>Organization:</b> RAINBOW GIRLS	<b>Event Date(s)*:</b> 6/22-7/6/22 12/24/-12/31/22
<b>Type of Event:</b> fund raiser	<b>Event Time(s):</b> 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.**

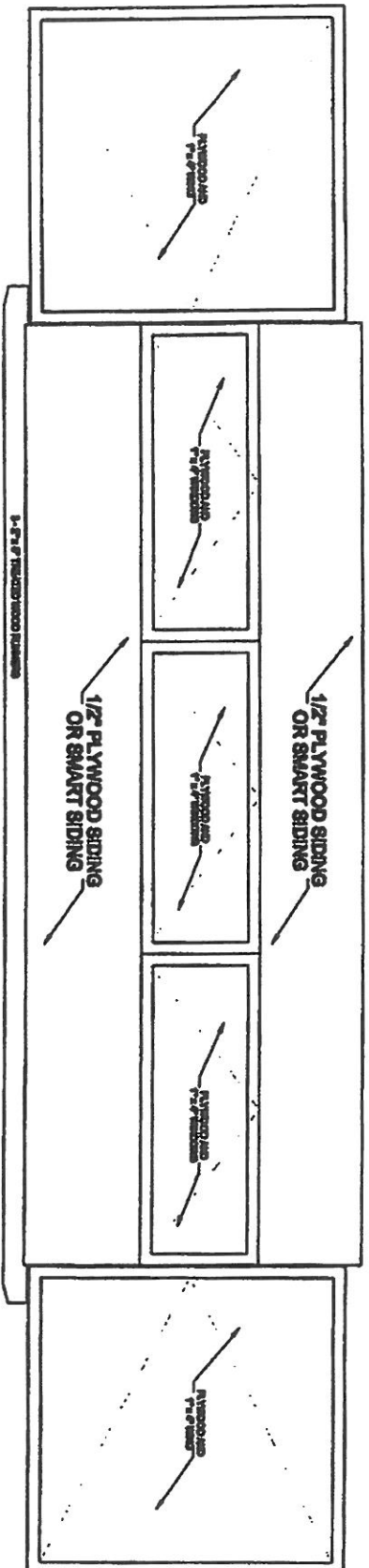
<b>Applicant's local address:</b>	136 Glenn Groover, Hinesville, GA 31313
<b>Applicant's e-mail address:</b>	midgordend@tnfireworks.com
<b>Location of the Event:</b>	4949 Bill Gardner Pkwy, Locust Grove, GA 30248
<b>Name and telephone number of onsite contact who will be onsite for the duration of the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

2334  
8676  
Alexandra

**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: 5/12/2022

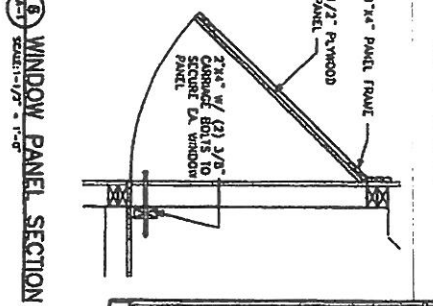
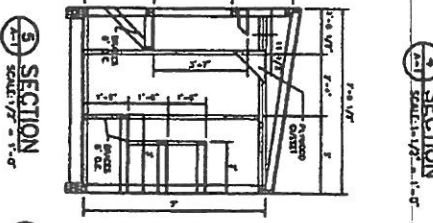
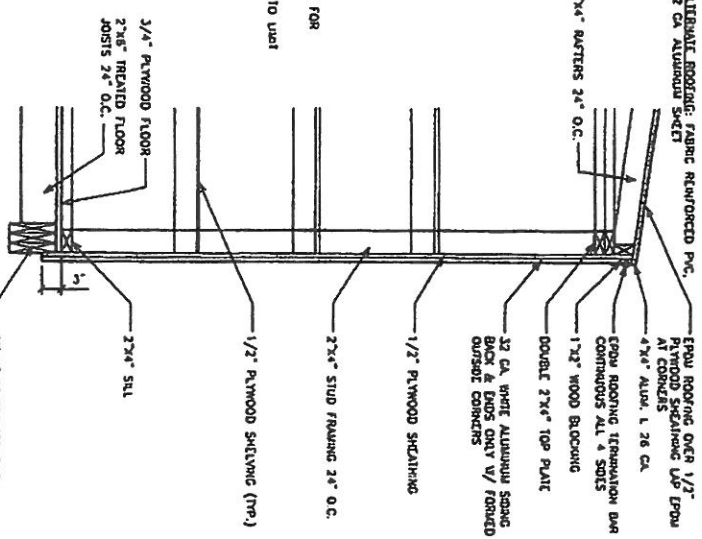
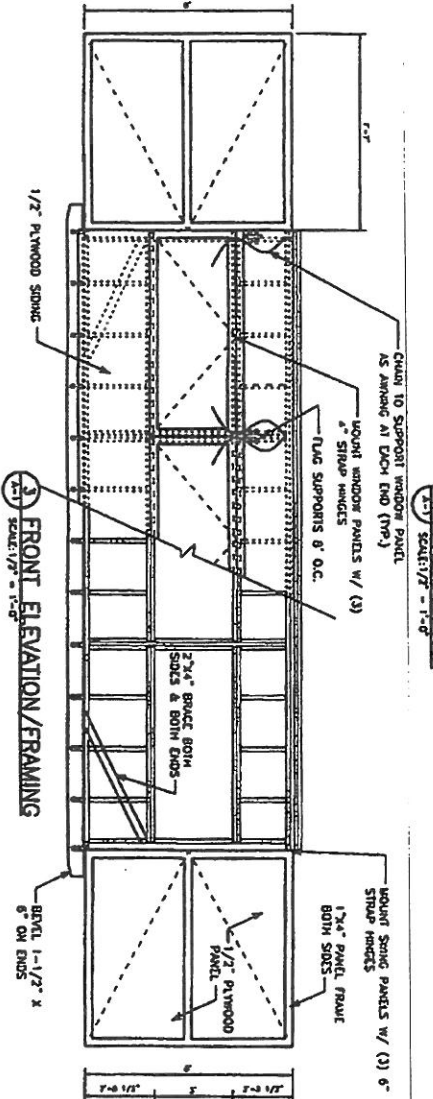
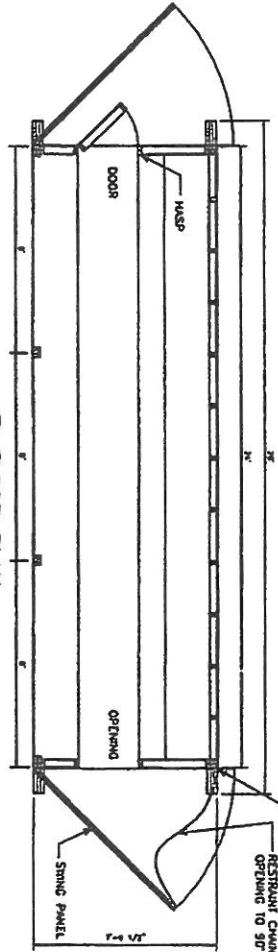
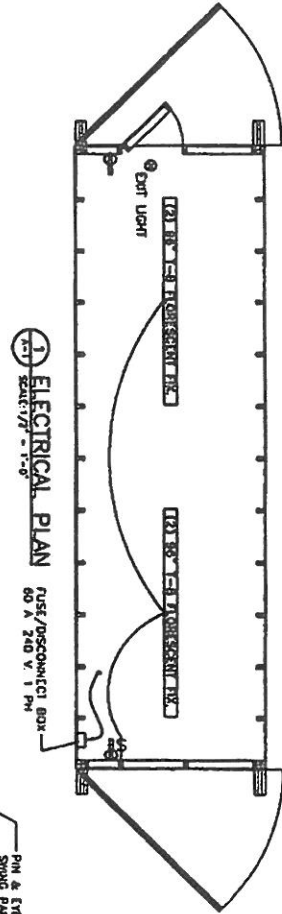


# FRONT ELEVATION

## 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. PREPARED DRAWING PERMITS  
 7011 6th ST. ALBUQUERQUE, NEW MEX. 87109

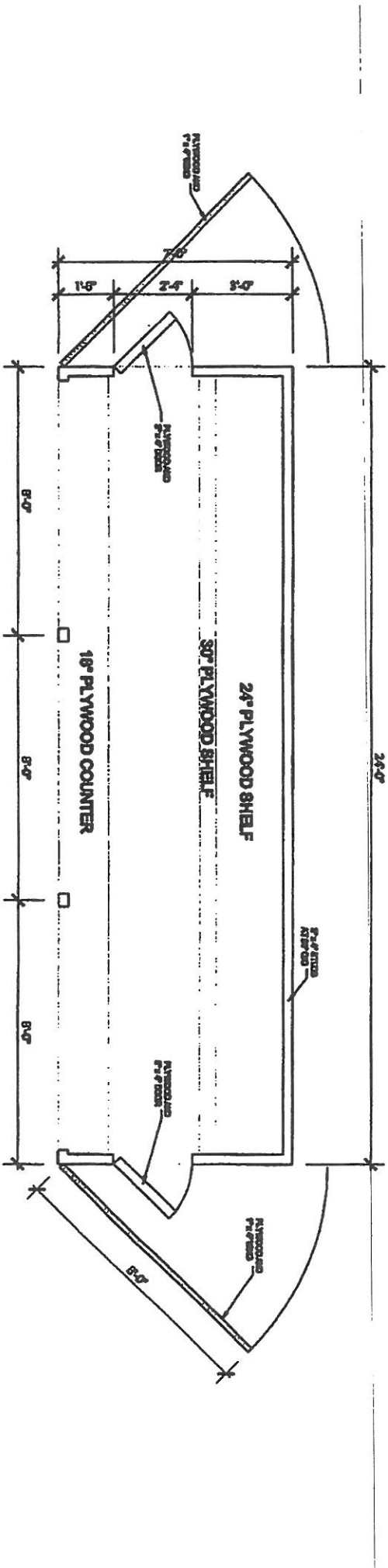


AMERICAN PROMOTIONAL EVENTS, INC.  
 RETAIL STAND

HILL & JANGAARD ARCHITECTS, P.C.  
 P.O. BOX 100, ALBUQUERQUE, NEW MEXICO 87109  
 MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

NO.	DESCRIPTION	DATE
1	FLOOR PLAN, ELEVATION & SECTIONS	10/1/88





## FLOOR PLAN

# TNT FIREWORK STAND

THIS DRAWING TO BE USE WITH STAMPED  
DRAWINGS PROVIDED BY ARCHITECT



STATE OF GEORGIA  
OFFICE OF

GEORGIA SAFETY FIRE COMMISSIONER

JOHN F. KING

COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER

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

License No. CFB21-000539

## 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 its main office as also defined in NFPA 1124, 2006, shown below.

**License Holder:**

TNT Fireworks  
4511 Helton Drive  
Florence, AL 35630

**Store Name:**

Wal-Mart #5709  
4949 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, 2023

Maximum Poundage: 1000 lbs

By: 

CRAIG LANDOLT  
INTERRIM FIRE MARSHALL

FEAS. 709  
VONS  
GARDNER



702 SW 8<sup>th</sup> Street  
Bentonville, AR 72716  
Jasmine.Allen@walmart.com

September 2, 2021

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 26<sup>th</sup>, 2021 through and including January 10<sup>th</sup>, 2022.
- June 11<sup>th</sup>, 2022 through and including July 12<sup>th</sup>, 2022 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.

Thank you in advance for your cooperation in this matter and if you have any questions, please contact TNT Fireworks at 256-767-7142.

Best Regards,

DocuSigned by:  
*Jasmine Allen*

80E00EF25F4DE...

Jasmine Allen

Walmart Retail Services



**Internal Revenue Service**

Date: January 25, 2007

INTERNATIONAL ORDER OF THE RAINBOW GIRLS  
SUPREME ASSEMBLY  
PO BOX 1868  
MCALESTER OK 74502

Department of the Treasury  
P. O. Box 2508  
Cincinnati, OH 45201

Person to Contact:  
Paul Perry 31-07423  
Customer Service Representative  
Toll Free Telephone Number:  
877-829-5500  
Federal Identification Number:  
73-0474600  
Group Exemption Number:  
5329

Dear Sir or Madam:

This is in response to your request of January 25, 2007, regarding your organization's tax-exempt status.

In August 1928 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

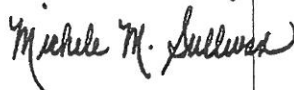
Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list your organization submitted as exempt from federal income tax under section 501(c)(3) of the Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations 1



# 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 Bryan (city), GA (state).

Signature of Applicant

David Midgarden  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
5 DAY OF May, 2022

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 6/11/22



SAVE Affidavit



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 11/1/2022 10/29/2021

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).

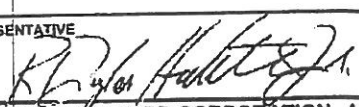
<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> _____	<b>FAX (A/C, No):</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____	<b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Everest Indemnity Insurance Company		10851
<b>INSURER B :</b> _____		
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

**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 INSD	SUBR WVD	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	S18GL00242-211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$ _____
	<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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)  
 Additional Insured: FGA5709; Property located at parking lot at 4949 Bill Gardner Parkway, Locust Grovc, 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.

<b>CERTIFICATE HOLDER</b> 12284330 Walmart Stores, Inc. 702 SW 8th Street Bentonville AR 72716	<b>CANCELLATION:</b> 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 
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## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

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**Item:** Proposal for Peeksville Connection Extension to Frances Ward

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Yes, T-SPLOST Mobility Project

**Date Received:** June 1, 2022

**Workshop Date:** N/A – received after May 16 Workshop

**Regular Meeting Date:** June 6, 2022

#### Discussion:

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Attached is a Resolution to accept Proposal to perform the next step in the Peeksville Road Connection between SR 42 and Frances Ward. The timing of this is becoming critical due to the growing need for alternative road segments to Bill Gardner Parkway between Frances Ward Drive and Tanger Boulevard to SR 42. This is one of the roadways suggested by the LCI Plan, including connections between Tanger and Frances Ward at two locations. This would begin the first of this group of projects while we get more info as the SR 42 Planning Study begins to take off this Summer.

#### Recommendation:

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**Approve Proposal for part of the connecting roadways between Tanger and Frances Ward/SR 42 with strong advice to Metro for adherence to the Milestone delivery schedule.**

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

**A RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE PROFESSION SERVICES PROPOSAL WITH METRO ENGINEERING AND SURVEYING, INCORPORATED FOR CONTINUATION OF WORK ON THE PEEKSVILLE CONNECTOR PROJECT TO FRANCES WARD DRIVE; 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 Metro Engineering and Surveying, Incorporated (“Metro”) is a limited liability company based in McDonough, Georgia and is currently tasked with the initial phase of connecting Peeksville Road from SR 42 to Cleveland Street; and,

**WHEREAS**, the City seeks to work on an extension of Peeksville to Frances Ward Drive (“Project”) as part of street connectivity projects as part of the Locust Grove Town Center LCI connectivity streets; and,

**WHEREAS**, the City is aware that the Project has certain effects regarding the mobility and redundancy of the street system of the City; and,

**WHEREAS**, the Agreement has been reviewed for acceptance at a public meeting held by the City Council on June 6, 2022; and,

**WHEREAS**, the Mayor and Council believe that acceptance of the Agreement with Metro to advance this Project in the best interest of 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 Proposal for Engineering Services.** The Mayor, by and with the advice and consent of the City Council, hereby accepts the Proposal with all Attachments 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 6<sup>th</sup> day of June, 2022.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Misty Spurling, City Clerk  
(seal)

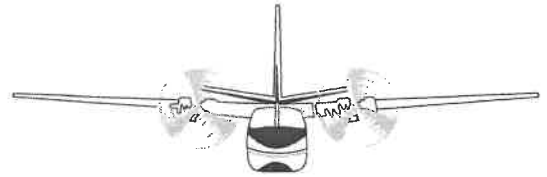
\_\_\_\_\_  
City Attorney



**EXHIBIT A**  
**PROPOSAL FOR ENGINEERING SERVICES**  
**REGARDING FRANCES WARD TO PEEKSVILLE CONNECTION**







**METRO ENGINEERING &  
SURVEYING CO., INC.**

SURVEYORS- ENGINEERS-PHOTOGRAMMETRISTS  
PROVIDING PROFESSIONAL SERVICE SINCE 1967  
1469 HIGHWAY 20 WEST – MCDONOUGH, GA 30253  
Phone: 770-707-0777 – Fax: 770-707-0755

May 23, 2022

City of Locust Grove, Georgia  
**ATTN: Mr. Bert Foster, Asst. City Manager**  
3644 Highway 42  
Locust Grove, Georgia 30248

**RE: Proposal for Professional Services  
Peeksville Road Extension – SR 42 to Francis Ward Drive**

Dear Mr. Foster;

Metro Engineering & Surveying, Inc. (MES) is pleased to provide you with information regarding the above referenced project. Per our previous conversations with the City of Locust Grove staff; please find herein a cost proposal for the surveying and civil engineering design services associated with the preparation of construction plans for the planned extension of Peeksville Road from it's current terminus with State Route 42 to Frances Ward Drive.

<b>PHASE</b>	<b>DESCRIPTION</b>	<b>FEE</b>	<b>TIMEFRAME (ESTIMATED)</b>
1	CONCEPT DEVELOPMENT	\$3,500	30 DAYS
2	DATABASE PREPEARATION	\$9,000	45 DAYS
3	PRELIMINARY PLANS	\$12,000	45 DAYS
4	RIGHT OF WAY PLANS	\$5,000	30 DAYS
5	FINAL PLANS	\$12,000	60 DAYS

**PLEASE NOTE THAT PHASES 2 & 3 WILL BE RUN CONCURRENTLY. UPON APPROVAL OF THE CONCEPTUAL PLAN BY THE CITY OF LOCUST GROVE; PHASE 3 & 4 WILL RUN CONCURRENTLY; RESULTING IN AN ESTIMATED TIME FRAME FOR PLAN PEREPARATION TO BE 150 DAYS OR 5 MONTHS.**

**Excluded from the above Scope:**

1. Client Specific or Lender Certifications
2. "Successors and/or assigns" language in certification.
3. Geotechnical Engineering
4. Environmental Engineering
5. Wetland Delineation
6. Construction Administration
7. Marking and locating underground utilities.
8. Marking or cutting out true line between boundary corners.
9. Flood determinations in unstudied areas.
10. Field run flood lines in areas with base flood elevations.
11. Permit Fees and Plan Review Fees

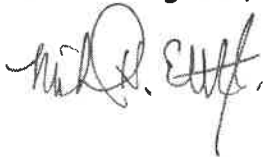
***Any additional surveying, planning services, civil engineering, consultation, or any other additional requirements by the owner that are not included in the above or any other item not specifically listed will be considered an additional service and will be invoiced per the MES Hourly Rate Schedule. Any additional services must be approved in writing by the client.***

**2022 Hourly Rate Schedule**

3 Man Survey Crew – 4 Hour Minimum	\$165.00
2 Man Survey Crew – 4 Hour Minimum	\$145.00
Registered Land Surveyor (PLS)	\$115.00
Professional Engineer (PE)	\$125.00
Surveying Aid	\$ 75.00
CADD Technician	\$ 60.00
Research (Utility & Real Estate)	\$ 45.00

Thanks for the opportunity to offer this proposal for this project. Please do not hesitate to contact me if you should have any further questions or comments.

Kindest Regards,



Michael H. Elliott, Jr., PE - President  
Metro Engineering & Surveying, Inc.

**Terms and Conditions of this Agreement**

**Definitions:** "Company" is Metro Engineering and Surveying Company, Inc., "Project Location" is the site or real property to which the services of the Company are to be furnished, and "Client" is the person responsible for payment or the authorized agent of the person responsible for payment.

**1. Terms and Conditions:** The terms and conditions in this Agreement and any attachments or exhibits referenced hereon are expressly incorporated into this Work Authorization. The Client hereby acknowledges that, before signing this Work Authorization that they have read the entire document and understands and agrees to all of the terms set forth.

**2. Payment Terms:** All invoices are due within 30 days of the date of invoice. There is a late payment charge of 1½% per month on the unpaid balance of the previous month, less payments or credit within the billing cycle. Unless otherwise agreed and indicated herein prior to work, *services are billed monthly while work is in progress. No work will be performed on any project with an unpaid balance 31 days past the date of invoice.*

**3. Company's Right to File Statutory Lien.** Failure of the Client to timely perform under the terms of this Agreement shall result in the filing of a statutory lien against the subject property.

**4. Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. The parties hereby agree and consent that Henry County, Georgia, shall be the venue for resolving any dispute which may arise hereunder.

**5. Construction.** This Agreement has been produced by negotiation of the parties and the rule of construction against the interest of the drafter shall not apply.

**6. Modification.** This Agreement may be amended, modified, superseded or canceled only by written agreement signed by all of the parties hereto.

**7. Successors and Assigns.** This Agreement shall be binding upon the heirs, successors and assigns of the respective parties.

**8. Severability.** In the event any provision of this Agreement is deemed to be unenforceable, the remainder of this Agreement shall not be affected.

**9. Event of Default.** The term "Event of Default:" as used herein, means the occurrence of any one or more of the following events: (i) Customer fails to make any payment as same becomes due in accordance with the terms of this Agreement and such failure continues for ten (10) days after the due date thereof; (ii) Customer fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after said performance is due; (iii) discovery by the Company that any statement, representation, or warranty made by the Client pursuant hereto or in connection with this Agreement is false, misleading, or erroneous in any material respect; or (iv) proceedings are commenced in bankruptcy.

**10. Remedies.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, the Company, in addition to, and without waiving any other remedy available to it: (i) may cease all work in progress; (ii) terminate this Agreement; and (iii) exercise all legal and equitable rights, remedies and privileges which may be available to it.

**11. Collection Costs and Reasonable Attorney Fees.** In the event the Company is caused to engage the services of an attorney to enforce the terms of this Agreement, the Company shall be entitled to recover of the Client the costs of such enforcement including, but not limited to: attorney's fees, of 33% if account is paid prior to legal action being filed, or 45% if paid after legal action is filed in addition to court costs and other fees and costs reasonably incurred.

**12. Bills and Notices.** Except as otherwise provided, notice to the Client, shall be deemed sufficiently given upon personal delivery or via U.S. Mail to the Client at the address herein set forth or at such other address as the Client may provide in writing. Any such notice shall be deemed to have been received five (5) days subsequent to mailing. Notice to the Company shall be made in writing via certified mail and served on the Company at 1469 Highway 20 West, McDonough, Georgia 30253

**13. Waiver.** Failure to require strict performance of any of the provisions hereof shall not be considered a waiver of future right to demand strict performance with the provisions of this Agreement.

**14. Unusual Circumstances.** Should unusual circumstances, in the opinion of the Company, make it infeasible to complete any aspect of the work, the client will be notified and advised of his/her options. Should he/she elect not to proceed, work in place will be payable immediately at hourly rates.

**15. Instruments of Service.** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the Company as instruments of service shall remain the property of the Company.

**16. Rate Increases.** All agreements are subject to cost of business adjustments or increases on an annual basis.

**17. Inactivity.** The Company reserves the right to void any proposal not executed within 30 days from the delivery date. In addition, the Company reserves the right to re-negotiate or void any executed agreement that is inactive for more than 6 months.

**18. Delivery Charges.** Fees presented do not include delivery charges or charges. The Company reserves the right to invoice for these services as an additional service.

**19. Entire Agreement.** This agreement constitutes the entire agreement between the Company and Client. Any promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and the terms and conditions hereof apply as printed

without alteration or qualification, except as specifically modified and approved in writing by an authorized agent of Company. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by Client.

**Work Authorization & Notice to Proceed**

**(TO BE SIGNED BY THE PERSON RESPONSIBLE FOR PAYMENT)**

**In accordance with the scope of services and fee schedule set forth herein, I hereby authorize Metro Engineering and Surveying Company, Inc. to proceed with work.**

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_  
(If different from above)