



Community Development Department

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

Item Coversheet

Item: **A Resolution to authorize participation and to identify a project for Community Development Block Grant (CDBG) funding.**

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

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

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

Budget Item: **Federal & Local funds**

Workshop Date: **February 20, 2023**

Regular Meeting Date: **March 6, 2023**

Discussion:

The primary goal of the Community Development Block Grant (CDBG) is to develop and strengthen viable urban communities by providing decent housing and suitable living environments principally for low- and moderate-income persons and/or households. Henry County, the local CDBG administrator, receives approximately \$1 million annually in CDBG funds from the federal government of which \$600,000 are available for disbursement to qualifying projects.

In order to qualify for funding, CDBG-funded projects and services must meet one of the Program's National Objectives:

- Provide a benefit to low/moderate income persons.
- Eliminate or prevent slums and blight.
- Meet an urgent community need of recent origin that threatens the health or welfare of residents.

Eligible projects include, but are not limited to:

- Sidewalk Improvements
- Waterline Improvements
- Street Improvements
- Sanitary Sewer Improvements
- Drainage Improvements

Staff has identified a project that meets these aforementioned requirements and qualifies the City of Locust Grove to receive a CDBG grant.

The Jackson Street Infrastructure Improvement project is a phased project that will initially include the design and implementation estimates for utility upgrades and replacement, storm drain installation, curb and gutter installation, sidewalk with handicap-accessible ramps, and crosswalks on Jackson Street between Peeksville Road and Grove Creek Drive.

The City will request \$350,000 of CDBG funds of which \$175,000 will be utilized in the first phase of the Project to begin preliminary engineering and design work. Future phases will include right-of-way acquisition and construction costs. There is a required match for Federal Funds that would come primarily from our Water/Sewer Utility and Stormwater Utility funds.

Recommendation:

Approval

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; TO ACCEPT THE JACKSON STREET INFRASTRUCTURE IMPROVEMENTS PROJECT AS A CANDIDATE FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING; TO PROVIDE SEVERABILITY; 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, federal monies are available under the Community Development Block Grant (“CDBG”) Program, funded by the U.S. Department of Housing and Urban Development, and administered by the Henry County Board of Commissioners (“Henry County CDBG”) for the purpose of infrastructure improvements; and,

WHEREAS, the Mayor and City Council met on February 20, 2023, to consider the City’s participation in the CDBG Program and to identify projects for consideration; and,

WHEREAS, the Mayor and City Council recommended that a CDBG application be submitted to Henry County CDBG for engineering services on the following project: Jackson Street Infrastructure Improvements (“Project”) to include an area extending from Peeksville Road to Grove Creek Drive as illustrated in the attached **Exhibit “A”**; and,

WHEREAS, the City is aware that the Project is essential to the overall welfare of the general public through safety improvements to an existing City right-of-way; and,

WHEREAS, the Mayor and Council believe that participation in the CDBG Program is in the best interest of the City, and its citizens;

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

1. **Authorization.** The Mayor, by and with the advice and consent of the City Council, hereby authorizes Staff to seek \$350,000 in phased CDBG Program funds for engineering services,

acquisition and construction on the project identified herein as Jackson Street Infrastructure Improvements.

2. **Acceptance.** The Mayor, by and with the advice and consent of the City Council, hereby accepts the project identified herein as Jackson Street Infrastructure Improvements as a phased project for which CDBG Program funds shall be sought.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 6th day of MARCH, 2023.

ROBERT S. PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk

City Attorney

(seal)

EXHIBIT A





JACKSON STREET INFRASTRUCTURE IMPROVEMENTS: CDBG PROJECT



Community Development Department

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

Item Coversheet

Item: **Second Revised MOU for P-3 MMIP CVL Project #0014203 –
GDOT (Utilities)**

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

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

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

Advertised Date: **N/A**

Budget Item: **Yes, Enterprise Revenues and Expenditures Fund 505.**

Date Received: **January 25, 2023 – 2nd revised MOU**
August 23, 2022 – revised MOU
December 15, 2021 – initial MOU

Workshop Date: **February 20, 2023 – 2nd revised MOU**
September 19, 2022 – revised MOU
December 20, 2021 – initial MOU

Regular Meeting Date: **March 6, 2023 – 2nd revised MOU**
October 3, 2022 – revised MOU
January 3, 2022 – initial MOU

Discussion:

The Utility Engineers for the GDOT MMIP/Commercial Vehicle Lane Project submitted a second revision to the City for the attached MOU between GDOT and the City of Locust Grove.

This MOU identifies the City’s pre-approved design consultant (Turnipseed Engineers) for any utility adjustment work to the City’s water/sewer infrastructure during the MMIP/CVL project.

The most recent revisions are as follows:

1. Sections 8., 8a., and 8b. were modified and the paragraph after 8b. was moved to become 8c.
2. Section 9., 9a., 9b., and 9c. were added.

3. Exhibit C: BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE FOR CONSTRUCTION MATERIALS was added (note: like Exhibit B, this exhibit is to be completed after the Project is awarded)

Recommendation:

Staff recommends APPROVAL of this Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE REVISED MEMORANDUM OF UNDERSTANDING WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE P3 I-75 COMMERCIAL VEHICLE LANES PROJECT #0014203 FOR CERTAIN DESIGN AND CONSTRUCTION COSTS; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

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

WHEREAS, the 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 Major Mobility Investment Program (“MMIP”) of GDOT; and,

WHEREAS, the is aware that the Project has certain effects regarding the city’s utilities within the Project Area that must be addressed with a Memorandum of Understanding; 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 City seeks to use Turnipseed Engineers as their designation as “City Engineer” to perform the design related to the utilities affected by the Project; and,

WHEREAS, the MOU has been reviewed for acceptance at a public meeting held by the City Council on December 20, 2021 and January 3, 2022; and,

WHEREAS, on August 23, 2022, GDOT submitted a revised MOU to the City for review; and,

WHEREAS, the City Council reviewed the revised MOU during a Workshop Meeting held on September 19, 2022 and approved the revised MOU during the Regular Meeting on October 3, 2022; and,

WHEREAS, on January 25, 2023, the Project’s Utility Coordinator submitted a second revised MOU to the City for review; and,

WHEREAS, the second revised MOU includes the following revisions:

1. Sections 8., 8a., and 8b. were modified and the paragraph after 8b. was moved to become 8c.
2. Section 9., 9a., 9b., and 9c. were added.
3. Exhibit C: BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE FOR CONSTRUCTION MATERIALS was added (note: like Exhibit B, this exhibit is to be completed after the Project is awarded)

WHEREAS, the City Council reviewed the second revised MOU during a Workshop Meeting held on February 20, 2023; and,

WHEREAS, the Mayor and Council believe that acceptance of the revised MOU 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 second revised Memorandum of Understanding.** The Mayor, by and with the advice and consent of the City Council, hereby accepts the revised MOU as attached hereto and incorporated herein as **Exhibit “A”**.
2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 6th day of MARCH, 2023.

ROBERT S. PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk

City Attorney

(seal)

EXHIBIT A
REVISED MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOCUST GROVE
AND THE GEORGIA DEPARTMENT OF TRANSPORTATION
ON PROJECT #0014203
REGARDING UTILITY RELOCATION FOR THE P-3 MMIP PROJECT

Georgia DOT Project: I-75 Commercial Vehicle Lanes
GDOT P.I. 0014203

**PUBLIC PRIVATE PARTNERSHIP (P3)
MEMORANDUM OF UNDERSTANDING**

between the
Georgia Department of Transportation (hereinafter the DEPARTMENT)
and
City of Locust Grove (hereinafter the OWNER)

Whereas the DEPARTMENT proposes to procure a P3 project, hereinafter referred to as the PROJECT, to construct Commercial Vehicle Lanes along I-75, from the I-475 interchange to just south of Bethlehem Road and add an auxiliary lane from Bethlehem Road to SR 155 and from SR 155 to SR 20, an approximate distance of 41 miles in Monroe, Butts, Lamar, Spalding, and Henry Counties, Georgia as authorized by O.C.G.A. § 32-2-80; and

Whereas the DEPARTMENT will accomplish the PROJECT through (i) a developer, hereinafter referred to as the DEVELOPER, which will enter into a contract, hereinafter referred to as the CONTRACT, for the design, build and finance of the PROJECT and will subcontract certain work to a combination of contractors, design consultants (or design consultant team) and other entities; and (ii) the OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT is authorized to pay or participate in the payment of the costs of removal, relocation, protection, or adjustment of the OWNER'S facilities, hereinafter referred to as the UTILITY ADJUSTMENT WORK, where the DEPARTMENT has made the determination that (i) the type of facility is one of those delineated in Section 1. below; (ii) such payments are in the best interest of the public and necessary in order to expedite the staging of the PROJECT; and (iii) the costs of the UTILITY ADJUSTMENT WORK are included as part of the PROJECT.

Whereas the OWNER may elect for the UTILITY ADJUSTMENT WORK to be carried out (i) by the OWNER; or (ii) by the DEVELOPER under the CONTRACT either utilizing the OWNER'S pre-approved design consultants and contractors or utilizing the DEVELOPER'S own design consultants and contractors.

1. Type of Utility

The OWNER has the following utility facilities in respect of which UTILITY ADJUSTMENT WORK may need to be carried out as a result of the proposed PROJECT:

Type of facility or facilities of the OWNER: [*Check to signify*]

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

Internet Data Service

Other Facilities contemplated under O.C.G.A. § 32-6-170(b) (Description) Click or tap here to enter text.

2. New Utility Facilities Proposed (Betterment)

The OWNER desires the following to be installed as new additional facilities within the PROJECT right of way, hereinafter referred to as a BETTERMENT:

[Insert here or attach a detailed description of proposed new additional utility installations]

Click or tap here to enter text.

Click or tap here to enter text.

The OWNER acknowledges and agrees that (i) any BETTERMENT will be subject to terms to be mutually agreed between the DEVELOPER and the OWNER and documented pursuant to a separate betterment agreement between the DEVELOPER and the OWNER, a copy of which betterment agreement must be provided to the DEPARTMENT; (ii) any such BETTERMENT will be subject to the same standards and requirements as if it were necessary UTILITY ADJUSTMENT WORK; and (iii) the OWNER will be responsible for all costs relating to any BETTERMENT and the DEPARTMENT will have no obligation to pay for or facilitate any such BETTERMENT.

3. Assignment of Responsibilities for Design and Construction

The OWNER hereby acknowledges and agrees that (i) prior to the award of the CONTRACT, the DEPARTMENT will not have in its possession final plans to be utilized to determine exact locations of the UTILITY ADJUSTMENT WORK; (ii) Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities; and (iii) the OWNER has used the SUE plans for developing its determination of commitments as indicated below.

The DEVELOPER-developed plans will be developed by the DEVELOPER and provided to the OWNER after the CONTRACT is awarded. The OWNER hereby acknowledges and agree that if option 3A below has been selected (i) the DEVELOPER-developed plans shall be used by the DEPARTMENT as the final basis for the Standard Utility Agreement; and (ii) the OWNER will enter into the Standard Utility Agreement on the basis of such DEVELOPER-developed plans.

The OWNER hereby makes the following commitments with regard to the PROJECT and the UTILITY ADJUSTMENT WORK:

3A. The OWNER, at the DEPARTMENT'S cost pursuant to a Standard Utility Agreement, will provide the following services in respect of the UTILITY ADJUSTMENT WORK for the properties for which it has established prior rights: *[Check to signify]*

Design

Construction

The OWNER must provide documented proof of the prior right and that documentation must be verified and approved by the DEPARTMENT prior to execution of this MEMORANDUM OF UNDERSTANDING.

3B. The OWNER elects for the following services in respect of the UTILITY ADJUSTMENT WORK to be included in the CONTRACT (regardless of prior rights) pursuant to O.C.G.A. § 32-6-170(b). The UTILITY

ADJUSTMENT WORK will be included in the scope of the CONTRACT and the costs of the UTILITY ADJUSTMENT WORK will be included in the overall PROJECT costs under the CONTRACT:

Option 1: Work to be performed under the CONTRACT by the OWNER's pre-approved design consultants and/or contractors identified in attached "Exhibit A": *[Check to signify]*

Design
Construction

Option 2: Work to be performed under the CONTRACT by the DEVELOPER: *[Check to signify]*

Design
Construction

[If both are checked under Option 2, please leave Exhibit A blank]

As per this section, all work necessary for the UTILITY ADJUSTMENT WORK in accordance with the plans, when approved, shall be included in the CONTRACT and accomplished by the DEVELOPER except as follows: *[Check none or list any work items to be performed by the OWNER and identify whether such work items will be at the DEPARTMENT's cost pursuant to a Standard Utility Agreement under option 3A above or at the OWNER's cost under option 3C below.]*

None

Excluded Items Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Comments Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

3C. OWNER, at OWNER'S cost, will provide the following services: *[Check to signify]*

Design
Construction

The following is hereby mutually agreed to and understood by both parties:

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the CONTRACT and thereafter supplemented by the DEVELOPER.
2. The DEVELOPER shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and the DEPARTMENT when required. The OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the CONTRACT. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the DEVELOPER and submit a No Conflict GUPS Permit.

3. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEVELOPER to ensure that all UTILITY ADJUSTMENT WORK included in the CONTRACT is accomplished in accordance with the PROJECT's plans and specifications. The DEVELOPER will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
4. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the DEVELOPER shall ensure that the design, construction, and installation of the OWNER'S facilities is performed by the OWNER'S pre-approved design consultant and/or contractor (if option 3B, Option 1 has been selected) and/or by the DEVELOPER (if option 3B, Option 2 has been selected).
5. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the OWNER or the OWNER's consultant shall have the right to visit and inspect the work at any time and advise the DEVELOPER and the DEPARTMENT's Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all UTILITY ADJUSTMENT WORK included in the CONTRACT is completed and ready for final inspection by the OWNER.
6. Upon completion of the UTILITY ADJUSTMENT WORK included in the CONTRACT and upon certification by the DEPARTMENT's project manager and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT's "Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or the DEVELOPER. Final acceptance of the UTILITY ADJUSTMENT WORK shall be accomplished by the execution of the Utility Facility Relocation Acceptance Form. The DEVELOPER shall provide the OWNER with a complete set of "As-Built Plans" for review and approval reflecting the UTILITY ADJUSTMENT WORK performed by the DEVELOPER. Upon completion of the Utility Facility Relocation Acceptance Form and the exchange of the final OWNER approved "As-Built Plans", the OWNER will operate and maintain the installed facilities going forward based on the date of execution of the Utility Facility Relocation Acceptance Form by the DEPARTMENT.
7. For all coordination, work, services, reimbursement, and other matters in respect of UTILITY ADJUSTMENT WORK under this MEMORANDUM OF UNDERSTANDING, the OWNER shall comply with all requirements under the DEPARTMENT'S UAM and shall cooperate with the DEVELOPER in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and the OWNER. The OWNER agrees to cooperate in good faith with the DEVELOPER and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
8. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel, iron and manufactured products furnished for permanent incorporation into the work on this PROJECT shall occur in the United States. The only exceptions to this requirement are (i) the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country and, (ii) manufactured products that do not include steel and iron components. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
 - a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
 - b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached hereto for reference purposes and shall be provided to the DEPARTMENT upon completion of 80% of the CONTRACT amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or

iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron, or a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

9. In addition to the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) outlined in Section 8 above, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this PROJECT. Under BABA all construction materials furnished for permanent incorporation into the work on this PROJECT shall be manufactured in the United States. The White House Office of Management and Budget (OMB) Memorandum M-22-11, *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*, defines a “construction material” as an article, material, or supply that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Items excluded from construction materials under OMB Memo M-22-11 are: items of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

a. Items that consist of two or more of the above-listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the above-listed construction materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. Manufactured products that do not contain steel and iron components are not subject to BUY AMERICA requirements as set forth under Section 8 above.

b. The BUY AMERICA preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to this PROJECT. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of this PROJECT (e.g., temporary aluminum scaffolding). Additionally, the BUY AMERICA preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the PROJECT or an integral part of the structure (e.g., movable chairs, desks, or computer equipment).

c. A Certificate of Compliance shall be furnished for Construction Materials, as part of the backup information with the billing and on material furnished according to the actual cost account agreement. The form for this certification entitled “Build America, Buy America Certificate of Compliance for Construction Materials” is attached hereto for reference purposes and shall be provided to the DEPARTMENT upon completion of 80% of the CONTRACT amount. Records to be maintained by the COMPANY and the DEPARTMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the construction materials affirming that all manufacturing, to include at least the final manufacturing process and the immediately preceding manufacturing stage has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the construction materials or nonpayment of the work.

[signature page follows]

This MEMORANDUM OF UNDERSTANDING will be incorporated into the CONTRACT by reference or exhibit.

APPROVED FOR THE OWNER BY:
THE CITY OF LOCUST GROVE, GEORGIA

(Signature)

Robert Price, Mayor

ATTEST:

Misty Sparling, City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED FOR THE DEPARTMENT BY:

(Signature)

STATE UTILITIES ADMINISTRATOR

Click or tap to enter a date.
(Date)

Click or tap to enter a date.
(Date)

Exhibit A

OWNER Pre-Approved Contractor List

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Please provide a minimum of three.

OWNER Pre-Approved Design Consultant List

Company Name: Turnipseed Engineers
Address: 2255 Cumberland Parkway Building 400, Atlanta, GA 30339
Phone: 770-333-0700
Contact Person: J. Lamar Rogers, P.E.
E-Mail: lrogers@gbtengineers.com

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Please provide a minimum of three.

Exhibit B

To be completed after the Project is awarded

Original 5/17/2013
Revised 1/28/2015

**GEORGIA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20_____

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

P.I. No. , Description, County

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public/Justice of the Peace My Commission Expires: _____

Exhibit C

To be completed after the Project is awarded

Original 12/22/2022

**BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS**

Date _____, 20_____

We, _____

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the “BUILD AMERICA, BUY AMERICA” (“BABA”) requirements of the Infrastructure Investment and Jobs Act (“IIJA”), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

P.I. No. XXXXXXXX- DESCRIPTION

XXXXXXXXXXXX COUNTY

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public/Justice of the Peace My Commission Expires: _____



Community Development Department

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

Item Coversheet

Item: Resolution approving the architectural plans submitted for Tanger Self Storage Phase 2, located at 620 Tanger Blvd.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: No

Date Received: January 17, 2023

Workshop Date: February 20, 2023

Regular Meeting Date: March 6, 2023

Discussion:

Starlight Equities, LLC of Atlanta, GA has submitted building elevation renderings for Phase 2 a self-storage complex to be located at 620 Tanger Blvd.

As part of the requirements for building permits for new structures or major renovations, it is necessary for the Mayor and City Council, acting in their capacity as the Architectural Review Board, to review the proposed building exterior elevations for comment and approval.

The applicant proposes 43,250+/- sq. ft. of drive-up self-storage space consisting of 8 buildings (7 traditional self-storage and 1 RV storage building) on the M-1 portion of the site.

All proposed buildings in Phase 2 are four-sides brick, with all doors facing the interior of the site and not visible from the road. All of the trim and doors are to be in neutral earth tones of tan and taupe.

In addition, the applicant will install a 6' tall, wood and stacked-stone privacy fence all along the frontage of Tanger Blvd, screening the view from the road of the drive-up portion of the project. The larger, perpendicular building is designed for RV and boat storage and has 15' wide bays that are 45' deep and 15' tall. This building will also provide additional screening from public right-of-way.

Chapter 15.44 Architectural Review

15.44.050 - Exterior materials standards.

A. Except where otherwise provided in this chapter or in the Code of Ordinances, the exterior architectural features of buildings and structures within multifamily, office/institutional, commercial, and industrial zoning districts shall adhere to the following minimum standards:

1. All primary/accent exterior siding materials shall be limited to:

Primary: Four sides majority brick on all commercially zoned projects, with remaining façades consisting of natural stone including granite, marble, sandstone, field stone, or any other natural stone approved by the Architectural Review Board. Structures located in areas having a historic designation shall maintain acceptable architectural character of the respective area. "Tilt-up" concrete shall be permitted as a primary exterior siding material for buildings in industrial zoning districts or acceptable substitute as approved by the Architectural Review Board.

Accent: Clay tile with baked-on enamel finish; architecturally treated decorative concrete block; architecturally treated slabs or block either fluted or with exposed aggregate; stucco; EFIS; masonry siding such as cement fiberboard siding ("hardiplank"), wood; or acceptable substitute approved by the board. "Tilt-up" concrete shall be permitted as a primary exterior siding material for buildings in industrial zoning districts or acceptable substitute as approved by the board.

2. All exterior siding material such as aluminum, steel, vinyl, mirrored or reflective glass, cinderblock, unfinished concrete, fiberglass or plastic are prohibited except that architectural fiberglass or plastic can be used to such extent that such material is used as detailing and decorative trim if approved by the board.

3. Fifty percent of the width of the front facade of the building shall consist of fenestration. All fenestration comprised of glass shall be multi-paned in appearance. Single-paned plate glass windows greater than six square feet in surface area without the appearance of being multi-paned shall be prohibited unless approved by the board.

4. All exterior painted surfaces, where visible from the public street shall be painted in earth tones. Colors shall be non-primary colors including darker and cooler shades of green, red, such as brick, yellow including beige, and lighter shades of brown including tan. However, white may be permitted if approved by the board. Corporate graphics, trademarks, corporate logos, corporate service marks and corporate branding items may be permitted by the board to the extent used for decorative trim or for signage as part of the overall exterior features.

5. Roofs on multifamily and commercial or office buildings shall generally consist of a pitch of 7/12 or greater with exception of porches and porticos and be comprised of asphalt, cedar shake, cement tile material. Standing seam metal roofing shall be allowed as approved by the board. Flat roofs shall be permitted in larger commercial and industrial zoning where rooftop equipment is screened from view by raised parapet walls and shall be consistently flat across the building length with exception of features of fenestration to break up building mass and long, monotonous facades. Flat roofs may be permitted on larger multifamily and office buildings as approved by the board.
 6. Burglar bars and steel roll down doors or curtains shall not be visible from the public street, with exception to buildings in industrial zoning districts as approved by the board.
 7. Service bays shall be designed so that the openings of service bays are not visible from a public street (i.e., side entry), with exception to buildings in industrial zoning districts as approved by the board.
 8. Fabric and canvas awnings and all other building materials must be of durable quality and shall be compatible with materials used in adjoining buildings.
 9. All exterior building elevations that face public streets and/or customer parking areas shall be designed so that there are no large expanses of blank walls. This requirement can be met by employing the use of architectural features including, but not limited to, the following: Doors, windows, pilasters, columns, horizontal and vertical offsets, material and color variations, decorative cornices, awnings, canopies, murals, and graphics.
- B. Additional requirements. Properties with material changes of structures lying within the historic preservation district overlay shall abide by the certificate of appropriateness process for the historic preservation district and follow the design guidelines as promulgated by the historic preservation commission. Properties within the Gateway Town Center and/or the Locust Grove Town Center LCI area shall abide by the applicable design guidelines in addition to this chapter.
- C. The exterior architectural features of buildings and structures within the office/institutional and commercial zoning classifications shall adhere to the following additional requirement:
- Front facades and any exterior sides facing public streets shall consist of a minimum of seventy percent of brick or natural or manufactured stone or a combination thereof, except where a building over three stories in height and/or greater than twenty thousand square feet in total building area may reduce this requirement as approved by the board where the structure provides adequate fenestration and design features or where a building is designed under LEED Silver, Gold, or Green standards.

Recommendation:

APPROVAL OF THE ARCHITECTURAL BUILDING ELEVATIONS SUBMITTED BY STARLIGHT EQUITIES, LLC. SUBJECT TO THE STANDARD CONDITIONS IN PART 2 A-C OF THE RESOLUTION OF APPROVAL.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE ARCHITECTURAL PLANS FOR PHASE TWO OF A SELF-STORAGE FACILITY TO BE LOCATED AT 620 TANGER BLVD IN ACCORDANCE WITH CHAPTER 15.44 OF THE LOCUST GROVE CITY CODE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

W I T N E S S E T H :

WHEREAS, the City of Locust Grove, Georgia (“City”) adopted Chapter 15.44 (“Chapter”) entitled “Architectural Review”, and;

WHEREAS, the purpose of the Chapter is to regulate the aesthetics, quality of exterior building materials and to the promotion of health, safety, prosperity and general welfare of the citizens of Locust Grove, and;

WHEREAS, the Mayor and City Council consist of the Architectural Review Board for the City of Locust Grove (“Board”) per Section 15.44.040, and;

WHEREAS, Starlight Equities, LLC of Atlanta, GA submitted building elevation renderings for eight (8) proposed buildings at 620 Tanger Blvd. attached hereto and made part thereof as **Exhibit “A”**, and;

WHEREAS, the Board may review and make comment on architectural plans and issue approval per Chapter 15.44 (“Chapter”) of the Code of Ordinances for the City of Locust Grove, and;

WHEREAS, the Board in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare to the citizens of the City, have determined this request for architectural review to be in the best interests of the citizens of the City, that this Resolution be adopted.

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

1. **Finding.** That the Locust Grove Architectural Review Board hereby finds that the Plans submitted by Starlight Equities, LLC appear to meet the requirements of Chapter 15.44 of City of Locust Grove Code and approves the architectural building elevations.
2. **Conditions.** That the Locust Grove Architectural Review Board finding in Item 1 above is subject to the following conditions:
 - a. Final Colors. That final colors and type of materials be reviewed and approved by the Community Development Director to meet all requirements of Chapter 15.44

of City of Locust Grove Code as “earth tone” in nature.

- b. Material Changes. That any material deviations in exterior architectural features, materials, or colors as depicted in the plans in **Exhibit “A”** require review and approval by the Architectural Review Board.
 - c. Extension of Approved Plans. That the approval granted herein may be in effect for a period not to exceed eighteen (18) months from the approval date of this Resolution.
3. **Public Purpose.** The Board finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
 4. **Authority.** That the Board hereby authorizes the City Clerk to affix a stamp of the date of approval on the revised architectural plans in accordance with Section 15.44.060 J, to affix the City Seal if necessary, to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
 5. **Severability.** To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
 6. **Repeal of Conflicting Provisions.** All Board resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
 7. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 6th day of March 2023

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

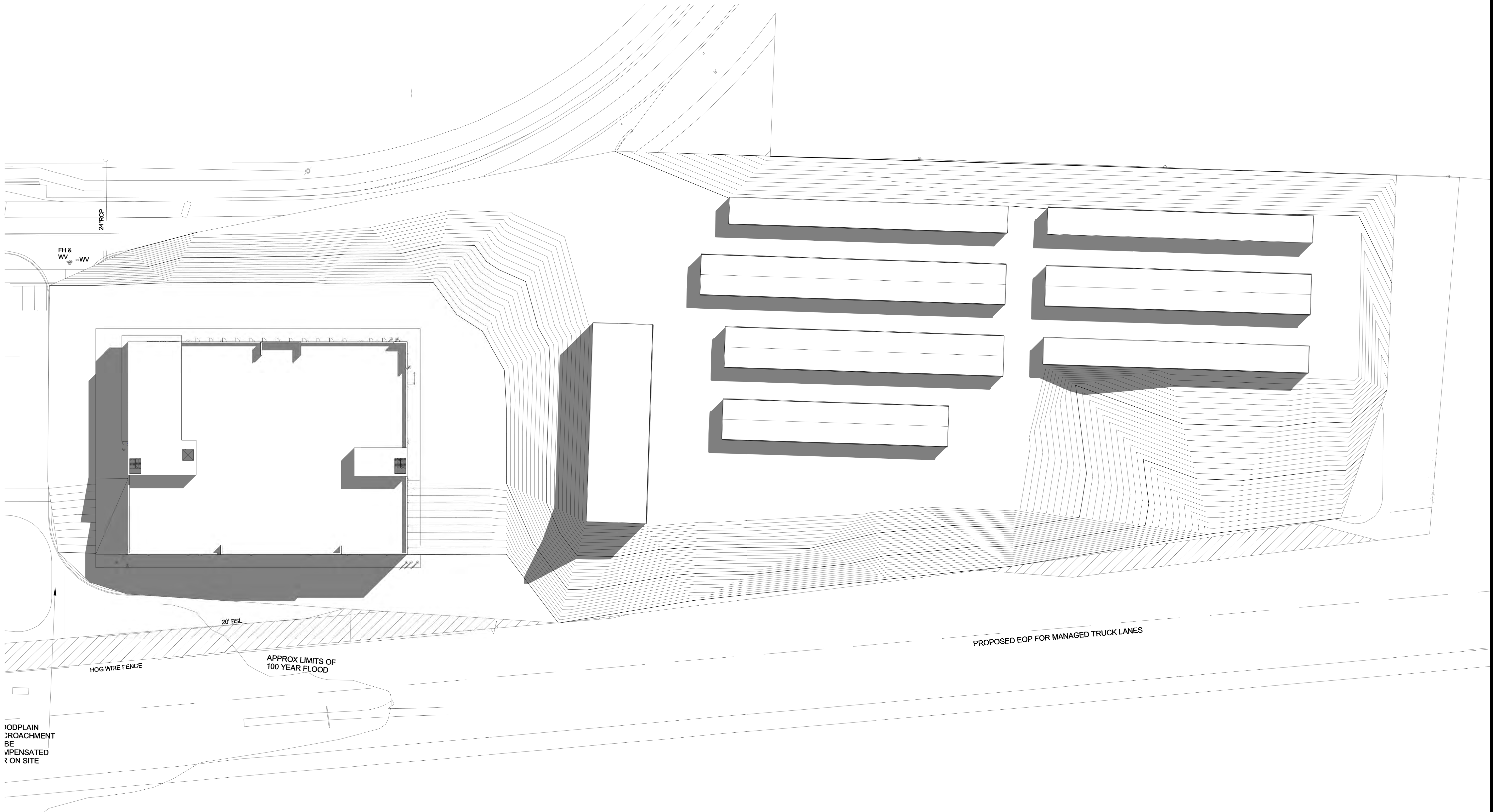
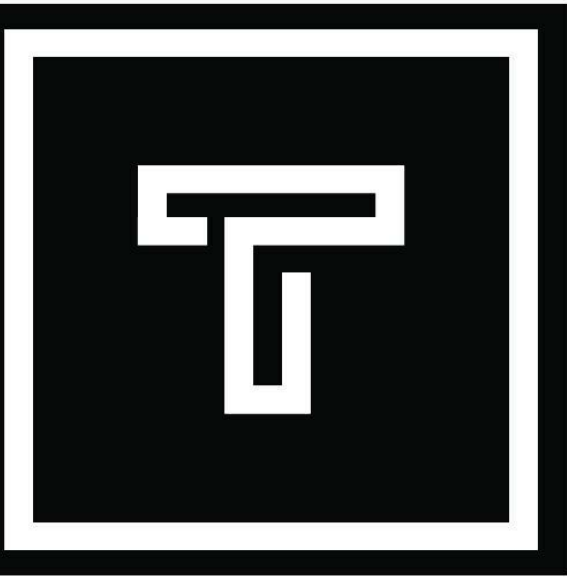
(Seal)

APPROVED AS TO FORM:

City Attorney

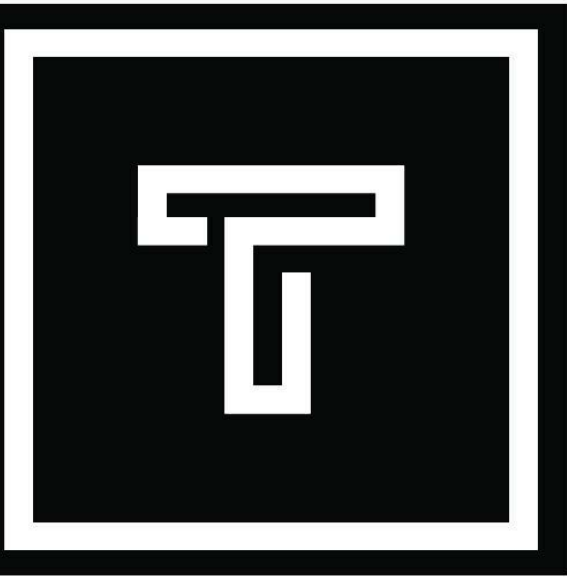
EXHIBIT “A”

**ARCHITECTURAL RENDERINGS BY STARLIGHT EQUITIES, LLC FOR EIGHT (8)
BUILDINGS LOCATED AT 620 TANGER BOULEVARD**



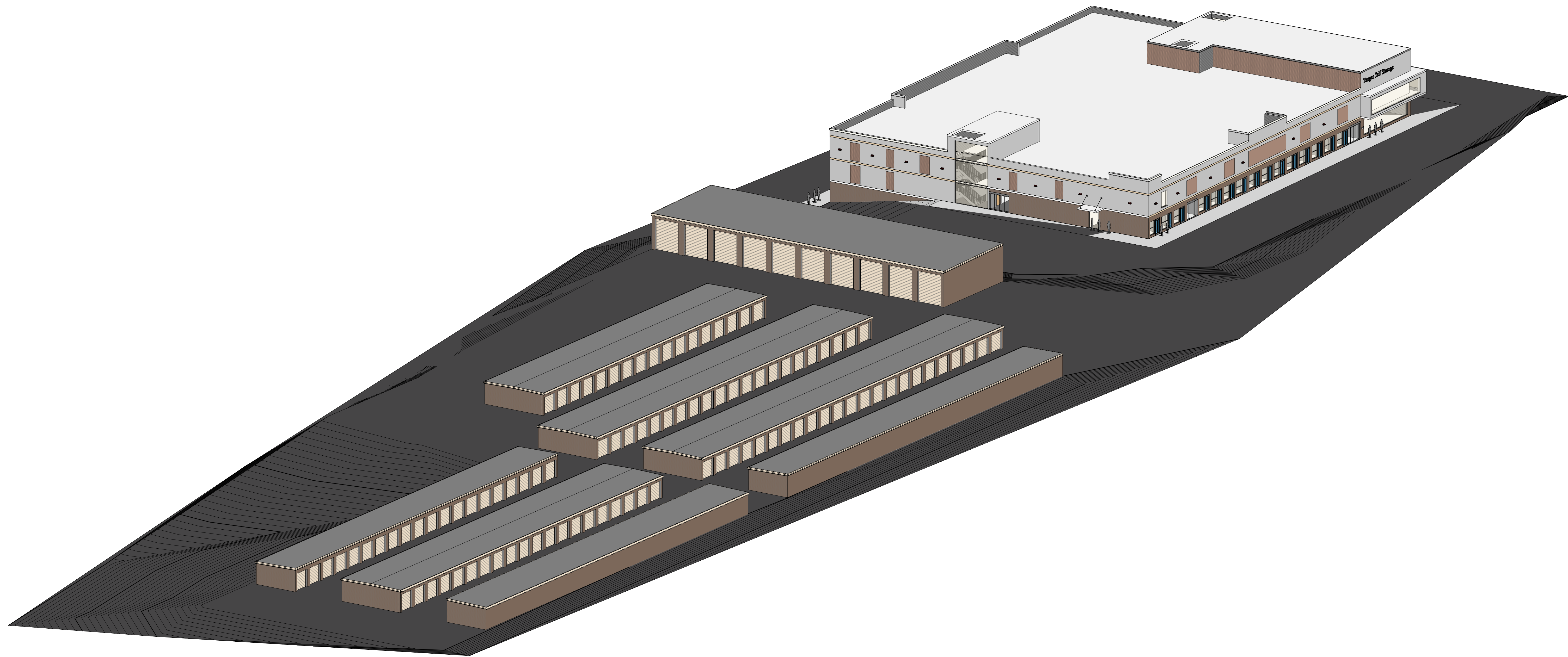
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Commission:
[]
LOCUST GROVE, GA
Commission Number:
[]
Issue Date:
01-06-2023
Revisions:



tate architecture pllc
kernersville, nc 27285
336.413.0601
www.tatearchitecture.com

Owner Review Submission
Not for Permit or Construction



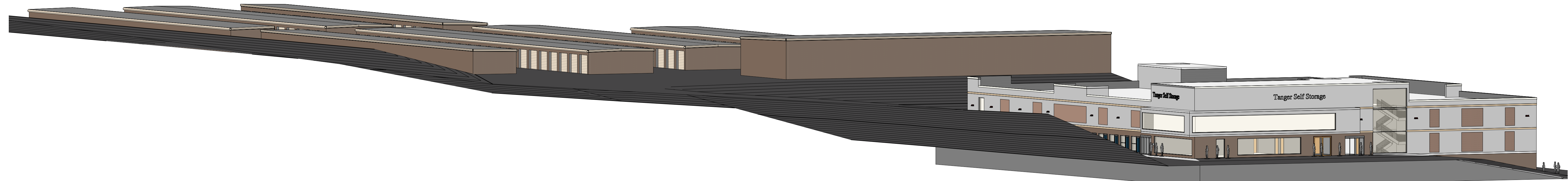
AD201.1.1 - Axon 2

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Commission:

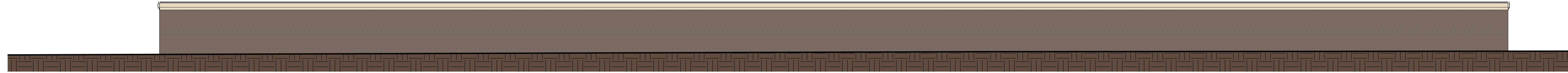
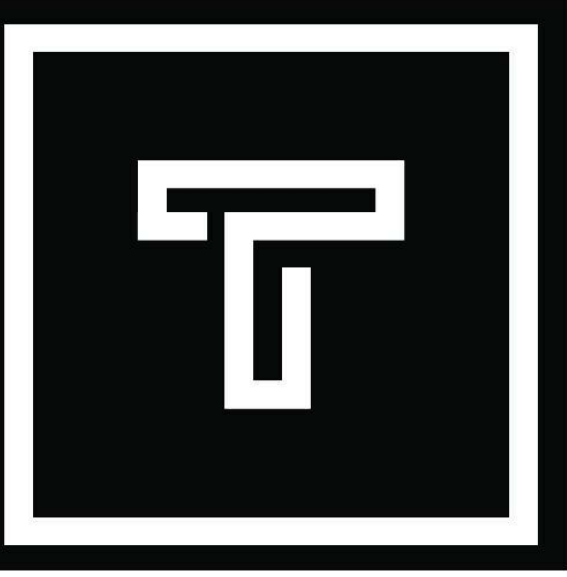
LOCUST GROVE, GA

Commission Number:
[XXXXXXXX]
Issue Date:
01-06-2023
Revisions:



AD201.1.2 - Axon 1

Architectural-
Axon Views



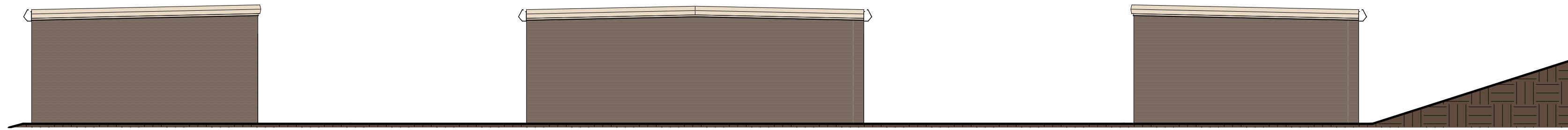
AD400.3.1 - EAST ELEVATION PHASE 2 (FACING TANGER BLVD)

1/8" = 1'-0"



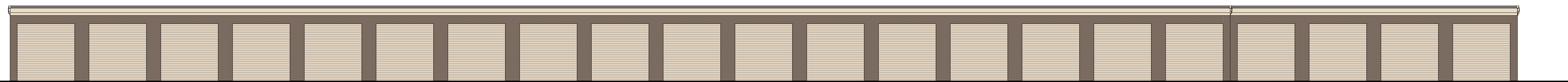
AD400.3.2 - NORTH ELEVATION PHASE 2 (FACING TANGER BLVD)

1/8" = 1'-0"



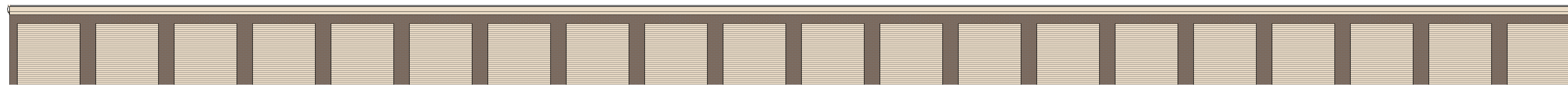
AD400.3.3 - SOUTH ELEVATION PHASE 2

1/8" = 1'-0"



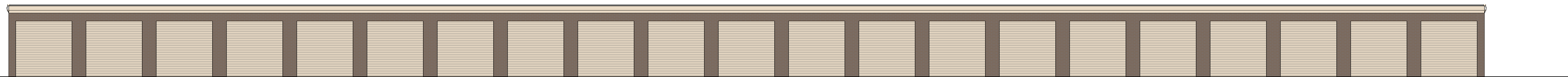
AD400.3.4 - WEST ELEVATION PHASE 2

1/8" = 1'-0"



AD400.3.5 - EAST ELEVATION PHASE 2 TYPICAL INTERIOR

1/8" = 1'-0"



AD400.3.6 - WEST ELEVATION PHASE 2 TYPICAL INTERIOR

1/8" = 1'-0"

March 6, 2023 Regular Meeting

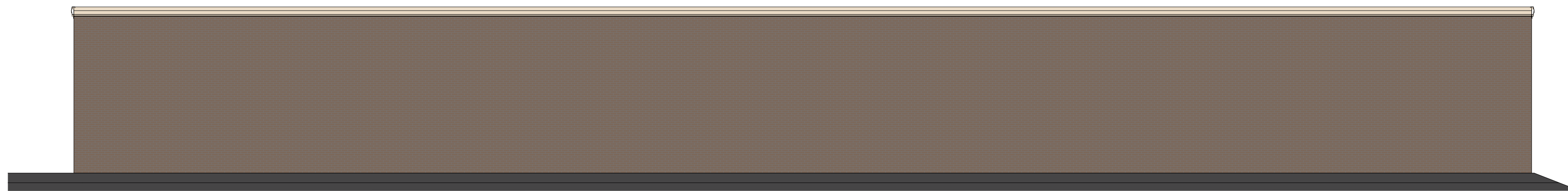
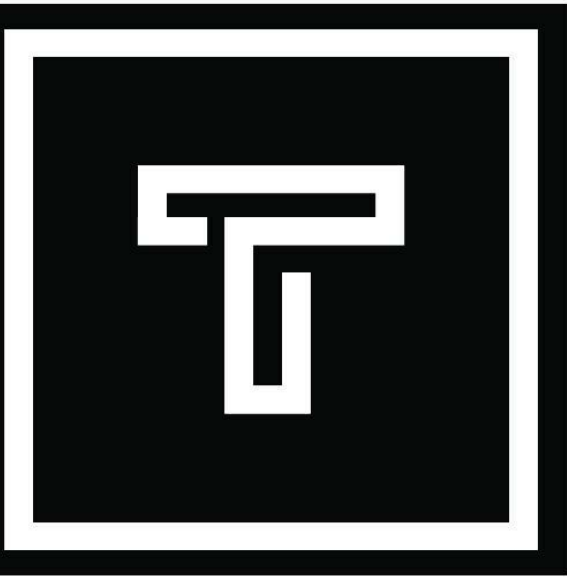
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Commission:

Commission Number:
[XXXXXXXX]

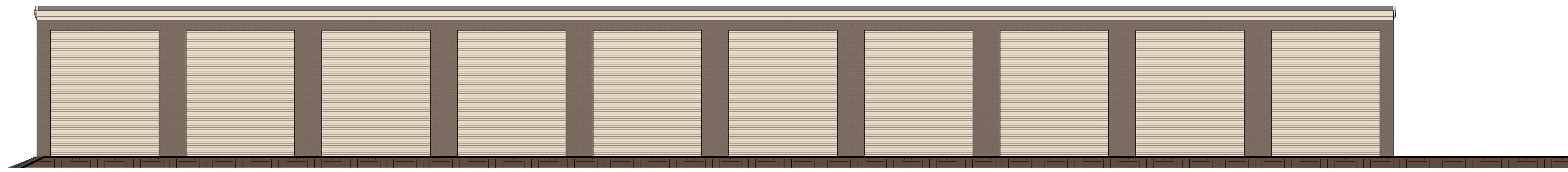
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01-06-2023

Revisions:



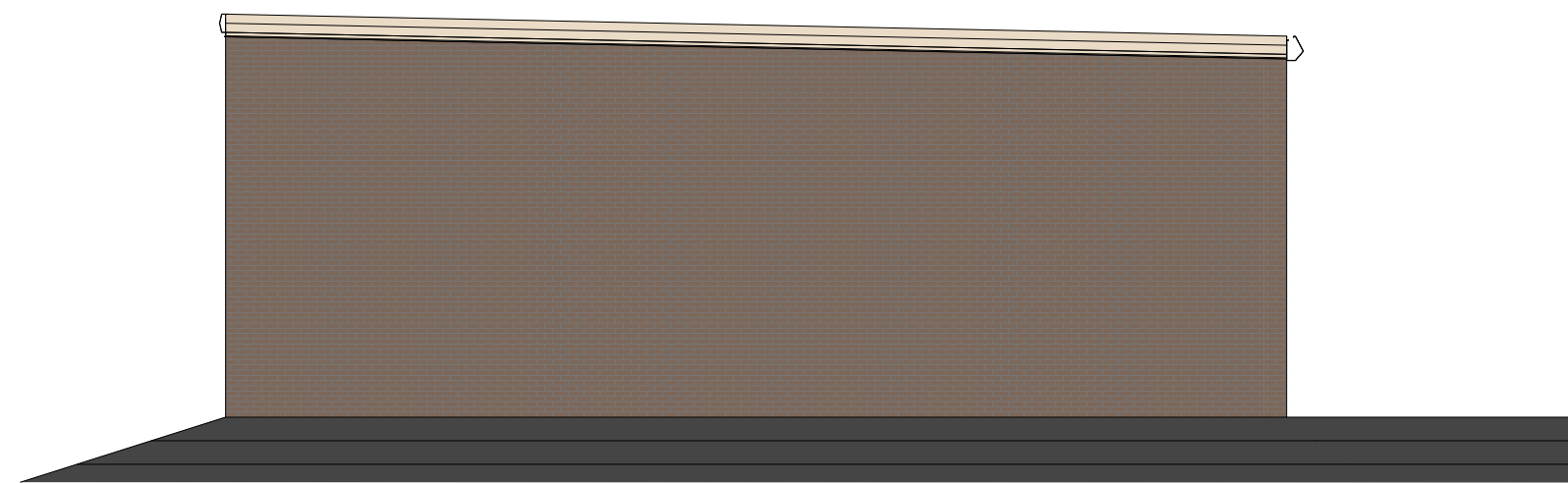
AD400.4.1 - NORTH ELEVATION RV PHASE 2(FACING TANGER BLVD)

1/8" = 1'-0"



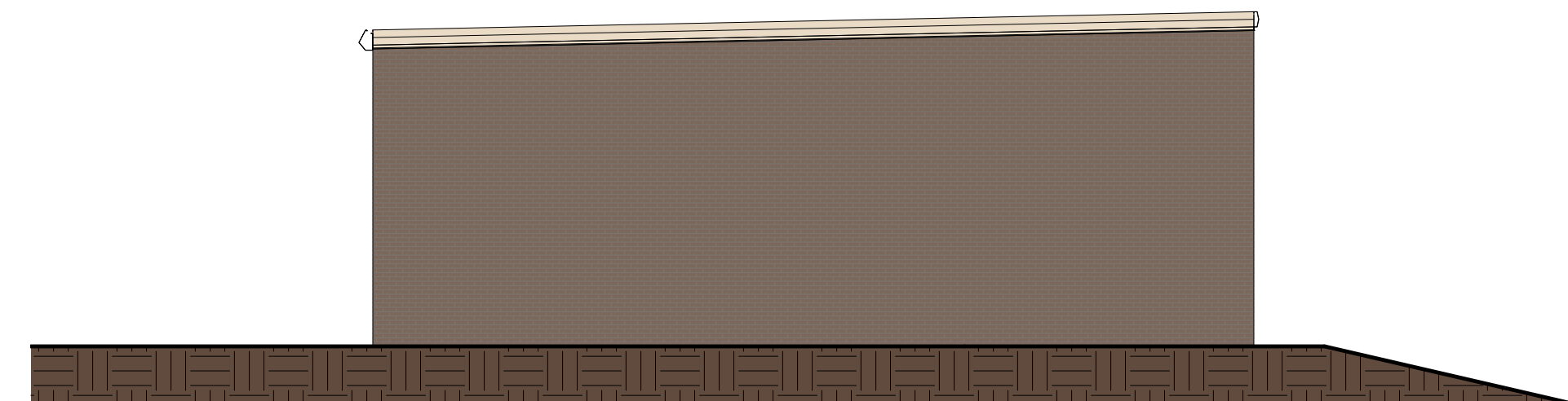
AD400.4.2 - SOUTH ELEVATION RV PHASE 2

1/8" = 1'-0"



AD400.4.3 - WEST ELEVATION RV PHASE 2

1/8" = 1'-0"



AD400.4.4 - EAST ELEVATION RV PHASE 2

1/8" = 1'-0"

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Commission:

LOCUST GROVE, GA

Commission Number:
[XXXXXXXX]

Issue Date:
01-06-2023

Revisions:







Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Resolution for the I-75 Central Corridor Coalition

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

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

Date Received: February 15, 2023

Workshop Date: February 20, 2023

Regular Meeting Date: March 6, 2023

Discussion:

Attached is a Resolution in Continuing Support of the I-75 Central Corridor Coalition and it's 501(c)6 body to be a fully active member on the Board along with dues of [now] \$1,000 annually for a governmental body. This group advocates for integrated planning along the stretch of I-75 between Henry, Spalding, Butts, Lamar, Monroe, Macon-Bibb and Houston counties along with adjacent areas. Primary to this are the projects already planned along the corridor (Commercial Vehicle Lanes, Bethlehem Road), but also items such as passenger rail, which many have advocated for years along the corridor (Macon-Griffin-Atlanta, Chattanooga-Savannah). The 75CCC has been very successful in efforts in getting grant money for additional planning along the corridor, with \$500,000 allocated for the intercity rail study.

Recommendation:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO SUPPORT THE CONTINUED MEMBERSHIP IN THE I-75 CENTRAL CORRIDOR COALITION, INC. FOR THE 2023 CALENDAR YEAR; TO SUPPORT THE INITIATIVE FOR INNOVATIVE SMART GROWTH PLANNING ALONG THE INTERSTATE 75 CORRIDOR; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

THIS RESOLUTION adopted this 6th day of March, 2023.

ROBERT S. PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk
(seal)

City Attorney



I-75 Central Corridor Coalition, Inc.
Promoting Smart Growth in Georgia's Central Corridor

ORGANIZATION INFORMATION			
COMPANY NAME		MEMBERSHIP LEVEL	
ADDRESS	CITY	STATE	ZIP
PHONE	FAX	WEBSITE	
ORGANIZATION REPRESENTATIVE INFORMATION			
FIRST NAME	LAST NAME	CURRENT TITLE	
OFFICE PHONE	CELL PHONE	EMAIL	
MEETING NOTICES & CORRESPONDENCE CONTACTS			
1. Contact			
FIRST NAME	LAST NAME	TITLE	
OFFICE PHONE	CELL PHONE	EMAIL	
2. CONTACT			
FIRST NAME	LAST NAME	TITLE	
OFFICE PHONE	CELL PHONE	EMAIL	
3. CONTACT			
FIRST NAME	LAST NAME	TITLE	
OFFICE PHONE	CELL PHONE	EMAIL	
4. CONTACT			
FIRST NAME	LAST NAME	TITLE	
OFFICE PHONE	CELL PHONE	EMAIL	
5. CONTACT			
FIRST NAME	LAST NAME	TITLE	
OFFICE PHONE	CELL PHONE	EMAIL	



I-75 Central Corridor Coalition, Inc.
Promoting Smart Growth in Georgia's Central Corridor

2023 DUES INVOICE

**TO: Tim Young, City Manager
City of Locust Grove
P. O. Box 30248
Locust Grove, Ga 30248**

Date of Invoice: January 10, 2023
Invoice Number: 2023-016

DESCRIPTION OF SERVICES

Public Investor	\$1,000
Investor benefits include: board level consideration, listing on website, organization listed in marketing materials, membership events.	

Please remit a copy of the enclosed registration form with a check payable to
I-75 Central Corridor Coalition

Mail to:
Middle Georgia Regional Commission
175 Emery Highway
Suite C
Macon, GA 31217



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Ordinance to Amend Section 2.04.015 of City Code

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, Elected Officials (Fund 1110)

Date Received: Marh 1, 2023

Workshop Date: February 20, 2023 - Discussed

Regular Meeting Date: March 6, 2023

Discussion:

Attached is an Ordinance to Amend Section 2.04.015 of Title II, Chapter 4 of the Code of Ordinances related to the extension of health benefits to members of Council as adjusted to be the same premium as offered to our employees. The amendment essentially deleted the last part of that sentence in that section.

Recommendation:

APPROVE AMENDMENT TO SECTION 2.04.015 OF THE CODE OF ORDINANCES OF THE CITY OF LOCUST GROVE, GEORGIA.

ORDINANCE NO. _____

TO AMEND SECTION 2.04.015 OF TITLE 2, CHAPTER 4 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES WHICH PROVIDES FOR HEALTH INSURANCE BENEFITS; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Section 2.04.025 of Title 2, Chapter 4 of the Code of Ordinances of the City of Locust Grove, Georgia, is hereby amended by deleting Section 2.04.015 in its entirety and substituted thereof the following:

2.04.015 Benefits

The Mayor and Council shall be entitled to but are not required to accept the same health insurance benefits as offered to City Employees.

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

SECTION 3.

- 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 4. Repeal of Conflicting Provision. Except as otherwise provided herein, all 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 6th day of March, 2023.

ROBERT PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)