

CITY OF LOCUST GROVE

REGULAR MEETING AGENDA
Monday, October 7, 2019 - 6:00 P.M.
Public Safety Building - 3640 Highway 42 S.
Locust Grove, GA 30248

- CALL TO ORDER** Mayor Robert Price
- INVOCATION** City Manager, Tim Young
- PLEDGE OF ALLEGIANCE** Councilman Boone
- APPROVAL OF THE AGENDA (Motion)** Mayor Robert Price
- PUBLIC COMMENTS** Register with Clerk Before Meeting
- PUBLIC HEARING ITEMS:** None
- APPROVAL OF THE MINUTES** 2 Items
1. September 3, 2019 Regular Meeting Minutes (Motion)
 2. September 16, 2019 Workshop Meeting Minutes (Motion)
- ACCEPTANCE OF THE FINANCIAL STATEMENT** 1 Item
3. August 2019 Financial Statement (Motion)
- UNFINISHED BUSINESS/ACTION ITEMS** 6 Items
4. An Ordinance for the Annexation of 1.2 acres located at 1206 Davis Lake Road (Price Property). (Motion)
 5. An Ordinance for the Rezoning of 1.2 acres located at 1206 Davis Lake Road (Price Property) from RA (Henry County) to RA (City of Locust Grove). (Motion)
 6. An Ordinance for the Annexation of 10 acres located at 387/397 Colvin Drive (Law Property). (Motion)
 7. An Ordinance for the Rezoning of 10 acres located at 387/397 Colvin Drive (Law Property) from RA (Henry County) to RA (City of Locust Grove). (Motion)
 8. An Ordinance to grant a Conditional Use for a Detached Guest Quarters to existing single-family residential lot within the RA (residential-agricultural) zoning district at 91 Bowden Street. (Motion)
 9. An Ordinance to grant a Conditional Use for Financial institution with drive thru for property zoned OI (office and institutional) and located at 3300 Highway 42 at the intersection of Market Place Boulevard and SR 42. (Motion)
- NEW BUSINESS/ACTION ITEMS** 3 Items
10. An Resolution for the Support of the Bethlehem Road / Industrial Interchange for inclusion in the 2019 Transportation Improvement Program (TIP) for the Atlanta Region; for call of support from the Georgia Department of Transportation; for the authorization of the Mayor, the City Clerk and the City Manager to perform all necessary actions necessary to move the project forward. (Motion)
 11. An Ordinance to approve the First Addendum to the Solid Waste Collection Agreement between the City of Locust Grove, Georgia and Advanced Disposal of Atlanta, LLC. (Motion)
 12. An Ordinance amending Section 9.04.030 of the Code of Ordinances of the City of Locust Grove, Georgia. (Motion)
- CITY MANAGER'S COMMENTS** Tim Young
- MAYOR'S COMMENTS** Mayor Robert Price
- EXECUTIVE SESSION** – If needed for Litigation, Property Acquisition or Personnel

ADJOURN

POSTED AT CITY HALL – October 3, 2019 at 15:30

ADA Compliance: Individuals with disabilities who require certain accommodations in order 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) 857-8043 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

Item: An ordinance for annexation from Donna Price and Robert Shon Price for annexation of 1.2 +/- acres located at 1206 Davis Lake Road.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: August 28, 2019 – newspaper
August 30, 2019 – sign

Budget Item: No

Date Received: May 2019

Workshop Date: September 16, 2019

Regular Meeting Date: October 7, 2019

Discussion:

A request for annexation of approximately 1.2 acres of property located at 1206 Davis Lake Road (127-01044000). The property is zoned RA (residential agricultural) and will remain so if incorporated into the City.

The application was accepted by the City Council at the June 17, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their August 6, 2019 meeting.

There is an existing legal non-conforming fence encompassing the subject property, which is permitted per Section 17.04.080 of the Locust Grove Municipal Code Zoning

Ordinance. The legal non-conforming fence is permitted to remain as long as the applicant remains in compliance with the yellow highlighted section of the following zoning ordinance section:

17.04.080 - Fencing.

Section 3-7-79 as adopted by Henry County is repealed by the city and replaced with this section.

A. Applicability. This section shall apply only to any development which requires final plat approval, even if the final plat has not been approved as of the adoption date of the ordinance codified in this section.

B. Definitions. For purposes of this section, the following terms shall have the meaning prescribed, unless the context clearly indicates otherwise:

"City" means the City of Locust Grove, Georgia.

"Fence" means any structure, including walls, constructed or erected to provide a barrier, either physical or visual, for the purpose of protecting property, providing for security and privacy, and properly containing activities on the property.

"Fence height" means the vertical dimension from the natural ground level to the top of the fence measured at any point along the length of the fence.

"Front yard" means that area from the rear building line to the road or street in front of the primary structure.

C. General Standards.

- 1. No privately owned fence shall be installed within any public street right-of-way or within any city-owned area.**
- 2. No fence shall be installed so that, in the opinion of the city manager, it obstructs vision at any street intersection, or in any way creates a hazard to traffic.**
- 3. No fence shall be installed so that, in the opinion of the fire chief, it prevents or unduly restricts access to property for emergency purposes.**
- 4. If a fence is designed so that its structural supports are primarily on one side, that side must always be toward the interior of the property.**
- 5. If a fence is required by any governmental authority to provide for the safety and security of the residents of the city, that fence shall not be removed or otherwise left in an unsafe condition for any reason without the approval of the city manager, and without proper precautions being taken to provide for continuous protection.**
- 6. It shall be the responsibility of the owner of the property on which a fence is located to maintain that fence in good and proper repair so that at all times, it presents a neat and orderly appearance to surrounding property owners and to the general public.**

7. Any fence damaged by accident or an act of God shall be properly repaired within ninety days of occurrence. Fencing required for public safety purposes shall be repaired immediately.

D. Construction Standards.

1. All fences shall be constructed of brick, cedar, cypress, rod iron, vinyl or chainlink. In the event the fence is constructed of chainlink, all exposed metal parts must be vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.
2. No fence or portion of a fence shall exceed eight feet in height; however, if a property owner wishes to install a tennis court, pool or some other similar special-purpose facility, a fence not to exceed twelve feet in height may be erected.
3. No fence installed in a residential front yard shall be constructed to a height in excess of four feet of chainlink, or in a fashion that restricts the view through such fence by more than fifty percent of the total barrier as viewed from the street.

E. Temporary Fence. The city manager may permit the installation of a temporary fence of material not otherwise allowed under this section at a construction site, if it is felt that the fence would be necessary to protect the public safety or would be necessary to provide proper security for the site. A temporary fence shall remain in place for no more than one year and must comply with the following conditions:

1. Temporary fences shall not exceed six feet in height if located within any setback area;
2. No signs shall be attached to any temporary fence.

F. Enforcement.

1. The city is responsible for the enforcement of this section.
2. If a suspected violation is reported, it will be investigated by the code enforcement officer.
3. If it is determined that a violation has occurred, the city shall notify the property owner of the violation as well as the steps that should be taken to correct the violation.
4. If the property owner does not agree to take immediate action to correct the violation, the city shall take any action as provided by law, including the issuance of a citation, to promptly and properly correct the violation.
5. A property owner may request a variance as provided in Section 3-7-273.
6. If a fence is legally existing at the time of the enactment of this section, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained.
7. If a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this section.

8. No nonconforming fence shall be extended in any way except as permitted by this section.

G. Penalties.

- 1. A violation of this section shall constitute a misdemeanor punishable by a fine of up to one thousand dollars and/or a sentence of up to thirty days incarceration per day per occurrence. Nothing herein shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violations. Replacement shall also be required.**
- 2. Upon notice from the city manager, work on any development that is being done contrary to the provisions of this section shall immediately cease. The stop-work notice shall be in writing and shall go to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. When an emergency exists, the city manager shall not be required to give written notice prior to stopping the work. Further, in the event that work on any development is being done contrary to the provisions of this section, the city manager may revoke any permit pertaining to the development activity for which the permit has been issued and may refuse to issue any further permit until, at the discretion of the city manager, the work on the development is brought into compliance with the provisions of this section.**

(Ord. 04-07-047 § 2)

Recommendation:

Staff recommends approval of this request.

I MOVE TO (approve/deny/table) THE ORDINANCE PERTAINING TO THE REQUEST FROM DONNA PRICE AND ROBERT SHON PRICE FOR ANNEXATION OF 1.2 +/- ACRES LOCATED AT 1206 DAVIS LAKE ROAD.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX PROPERTY INTO THE CITY OF LOCUST GROVE PURSUANT TO CHAPTER 36 OF TITLE 36 OF *THE OFFICIAL CODE OF GEORGIA ANNOTATED*; TO PROVIDE FOR APPROPRIATE ENTRIES UPON OR ADDITIONS TO THE OFFICIAL MAP OF THE CITY AND ALL OTHER RECORDS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE OF ANNEXATION; 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,

SECTION 1.
ANNEXATION.

Donna Price and Robert Shon Price (the “Applicant”) petitioned the City to annex property located at 1206 Davis Lake Road consisting of approximately 1.2 acres (Parcel ID-127-01044000) located in Land Lot 249 of the 2nd District (the “Property”) as shown in the Boundary Survey attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex the Property into the City of Locust Grove in May of 2019 as shown in the application attached hereto as **Exhibit B**; and,

WHEREAS, the Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on June 17, 2019; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their August 6, 2019 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on September 16, 2019 as well as by the City Community Development Director; and,

WHEREAS, a legal non-conforming fence exist on the subject property; and,

WHEREAS, per section 17.04.080 of the City of Locust Grove Zoning Ordinance, if a fence is legally existing at the time of the enactment of said section, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained; and,

WHEREAS, if a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this section; and,

WHEREAS, no nonconforming fence shall be extended in any way except as permitted by said section; and,

WHEREAS, the Applicant requested that the Property retain the same zoning in the City (RA: residential agricultural) that it had in the County (RA: residential agricultural), addressed under a separate action; and,

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

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

SECTION 2.

OFFICIAL MAP AND RECORDS.

The Mayor and City Clerk are hereby directed to make entries upon or additions to the official map of the City and all other records to the extent necessary to reflect the annexation of property contemplated herein.

SECTION 3.

SEVERABILITY.

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause, or phrase were not originally part of the ordinance.

SECTION 4.

REPEAL OF CONFLICTING PROVISIONS.

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

SECTION 5.

EFFECTIVE DATE OF ANNEXATION.

- A. Annexation pursuant to this ordinance shall become effective on the first day of the month following adoption of this ordinance.
- B. Notwithstanding the foregoing, no property located in the annexed area shall be subject to ad valorem taxation by the City until January 1st of the year following the effective dates solely for the purpose of determining enrollment in any independent school system operating in the City.

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

- () That the Applicant's request for annexation is hereby **APPROVED**.
- () That the Applicant's request in said application is hereby **DENIED**.

SO ORDAINED by the Council of this City this 7TH day of October 2019.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

2.016' 17.0' E. I.R.F.
207.96' I.R.F.

I certify that this plat has been made from a field survey and is true and correct.

Joe Rowan Jr.

M.S.

II II

W/F J. R. PRICE

I.R.F.

112.64' ALONG LAND LOT LINE TO SOUTH. EAST CORNER OF LAND LOT 249

I.R.F.

1.18 ACRES

N. 2.14' E. 294.82'

243.22' S. 1.54' W.

I.R.F. 96.72' I.R.F. N. 88.08' W.

UN-PAVED ROAD

I.R.F. 209.32' N. 88.08' W. I.R.F.

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAP FURNISHED BY THE DEPT. OF H.U.D. THROUGH THE FEDERAL WORKS ADMINISTRATION IT IS MY OPINION THAT THIS PROPERTY IS COASTSIDE OF THE FLOOD HAZARD AREA.

Joe Rowan Jr.
HENRY COUNTY SURVEYOR

SURVEY MADE FOR:
J. E. PRICE

SCALE: 1" = 60'
DATE: 12-17-84

APPROVED BY: *Joe Rowan Jr.*
LAND LOT 249
HENRY COUNTY 2ND DISTRICT

DRAWN BY: JR
REVISED

DISTRICT

BY: JOE ROWAN, JR.

HENRY COUNTY SURVEYOR

DRAWING NUMBER

ENGLISH PRO

EXHIBIT B



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

Property Information

Tax ID	127-01044000
Location/address	Land Lot 249 of the 2 nd District 1206 Davis Lake Road
Parcel Size	Approximately 1.2 acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Single-family dwelling / Unincorporated Henry County
Future Land Use	Low-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Donna Price and Robert Shon Price of Locust Grove, Georgia are the owners (the "Applicants") of a tract of land located at 1206 Davis Lake Road seek to annex property into the incorporated limits of the City of Locust Grove in Land Lot 249 of the 2nd District (the "Subject Property"). The Subject Property is approximately 1.2 acres in size and contains a single-family residence on site along with accessory structures common to properties used for agricultural purposes.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove.

The City Council approved a *Resolution* to accept the application for annexation from the Applicants on June 17, 2019. The Director of Planning and Economic Development for Henry County confirmed via e-mail that the request for annexation was presented to the Henry County Board of Commissioners during their regular meeting on August 6, 2019 with no objections. The applicants request was reviewed by the Mayor and City Council at a Public Hearing on September 16, 2019 as well as by the City Community Development Director.

Preserving the Past...Planning the Future



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

A legal non-conforming fence exist on the subject property and per section 17.04.080 of the City of Locust Grove Zoning Ordinance, "if a fence is legally existing at the time of the enactment of this section, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained. If a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this section. No nonconforming fence shall be extended in any way except as permitted by this section."

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

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

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

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3*. Page 269.



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.

- (3) **Consistency with the Land Use Plan.** Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (residential agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

Recommendation

Staff recommends APPROVAL of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.



CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5043 Fax (770) 954-1223

July 5, 2019

MAYOR
Robert Price

COUNCIL
Verion Ashe
Keith Boone
Pandy Gardner
Cedric Grant
Ode Harbrook
Wes J. Taylor

CITY MANAGER
Tim Young

CITY CLERK
Misty Thibault

Chairwoman June Wood
Henry County Board of Commissioners
140 Henry Parkway
McDonough, GA 30253

Re: Notice of applications annexation into City of Locust Grove, GA

Parcel 1: Christine/Derek Low Tract, 10 +/- acres, Parcel 127-07622000
Parcel 2: Donna/Robert Price Tract, 2.65 acres, Parcel 127-01044000

Dear Chair Wood,

On behalf of the governing body of the City of Locust Grove ("City"), Henry County is hereby notified that the City has accepted applications for annexation of the above referenced properties pursuant to the 2004 method under O.C.G.A. § 36-35-21.

Attached hereto is a copy of the City's resolution accepting the annexation applications, which attach legal descriptions of the properties and a county tax map identifying the properties. All of the properties to be annexed lie in Henry County and are contiguous with the City boundaries.

Should the properties be annexed, they will be annexed with their current zoning classifications.

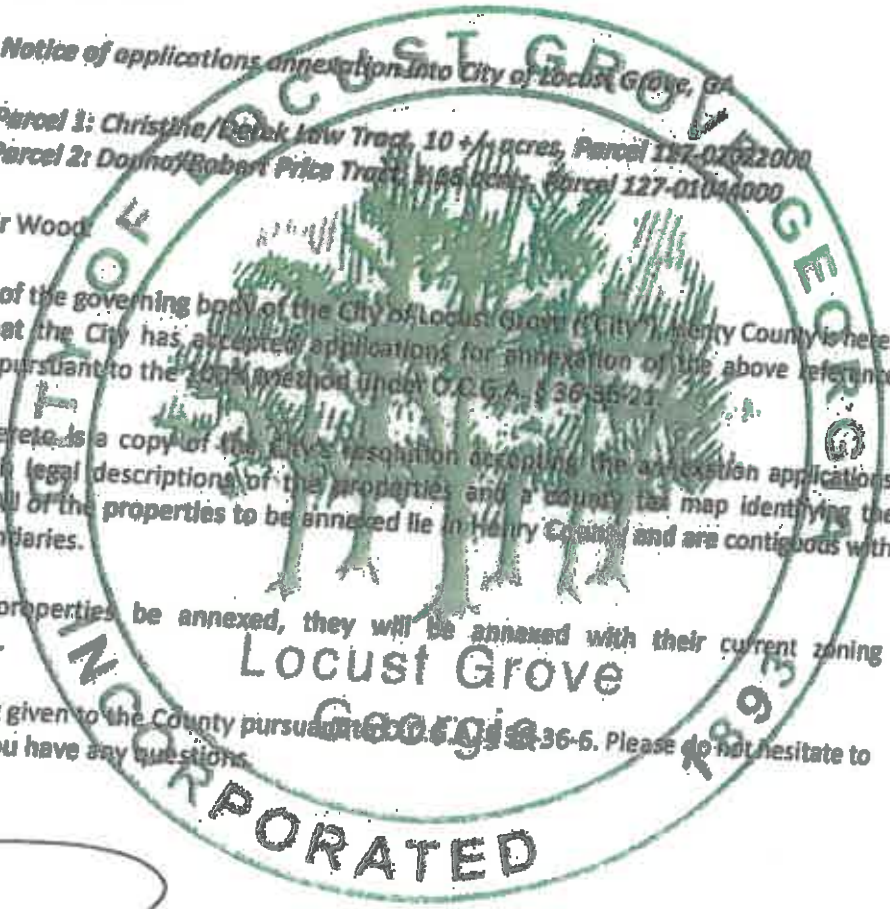
Notice is being given to the County pursuant to O.C.G.A. § 36-6. Please do not hesitate to contact us if you have any questions.

Sincerely,

Tim Young, City Manager

CC: Cherl Hobson-Matthews, County Manager
Robert Price, Mayor
Smith Welch Webb and White, City Attorney

Attachments



in the Grove

RESOLUTION 19-07-057

A RESOLUTION TO ACCEPT AN APPLICATION FROM DONNA PRICE AND ROBERT SHON PRICE FOR ANNEXATION OF 1.3 +/- ACRES PURSUANT TO O.C.G.A. §36-36-20, ET SEQ.; TO CONFIRM THAT THE APPLICATION SATISFIES CERTAIN CONDITIONS UNDER STATE LAW; TO DIRECT THE CITY ATTORNEY TO NOTIFY HENRY COUNTY OF THE PROPOSED ANNEXATION; TO PROVIDE 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, Georgia law permits municipalities to annex unincorporated areas which are contiguous to their existing corporate limits when annexation takes place, upon the written and signed applications of all of the owners of all of the land to be annexed; and

WHEREAS, Donna Price and Robert Shon Price are the owners (the "Owners") of real property located at 1206 Davis Lake Road (Parcel ID - 127-0104400) in Land Lot 249 of the 2nd District (the "Property"); and,

WHEREAS, the City received an application for annexation (the "Annexation Application") from the Owners, a copy of which is attached hereto as Exhibit "A" and incorporated by reference, and legal descriptions are attached to said application of the lands to be annexed as Exhibit "B"; and

WHEREAS, because a preliminary investigation reveals that the Annexation Application was signed by one hundred percent of the landowners and accompanied by a complete description of the Property to be annexed, that the Property is contiguous to the municipal boundary of the City, that the Property is within the County, and that annexation will not create an unincorporated "island" as contemplated by O.C.G.A. § 36-36-1, ET SEQ. (the "Act"), the Annexation Application and the requested annexation apparently satisfies the requirements of the Act; and

WHEREAS, continued investigation may reveal that annexation of the Property is in the best interests of the residents and property owners of both the area of the proposed annexation and the City; and

WHEREAS, the Property will maintain zoning of RA (residential agricultural); and

WHEREAS, The Mayor and City Council desire to notify the governing body of Henry County of acceptance of the Annexation Application, and to adopt an ordinance ("Annexation Ordinance") expressly authorizing the proposed annexation in order to fully and finally annex the Property into the municipal boundaries of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. **Acceptance of Applications.** The City Clerk is hereby authorized to formally accept the Annexation Application.
2. **Satisfaction of Conditions.** The City hereby confirms that, upon a preliminary investigation, the Annexation Application and the requested annexation apparently satisfies the requirements of the Act.
3. **Notification to County.** The Mayor and City Council now direct the City Attorney to notify the governing body of Henry County of its acceptance of said application in accordance with Section 36-36-5 of the Official Code of Georgia and intent to retain the current zoning classification or classifications of the Property.
4. **Authorization For City Clerk and City Attorney To Prepare Documents.** The City Clerk and City Attorney are authorized to prepare any other documents necessary to effectuate this Resolution.
5. **Consideration of Annexation Ordinance.** The Mayor or City Clerk is hereby authorized to place consideration of the Annexation Ordinance on the agenda for a public meeting of the City Council after all legal requirements have been satisfied.
6. **Effective Date.** This Resolution shall take effect immediately.
7. **Repeal of Inconsistent Provisions.** All resolutions are hereby repealed to the extent they are inconsistent herewith.

THIS RESOLUTION adopted this 1st day of July 2019.



ROBERT S. PRICE, Mayor

ATTEST:



MISTY SPURR, City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney

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

Date of Submission: 4/5/2019

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

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

OWNERS NAME(S) PRICE, Robert Shon and
PRICE, Donna

PROPERTY LOCATION 1206 Davis Lake Road
Locust Grove, GA 30248-1206

PHONE NUMBER 404-403-6287

ALTERNATE PHONE 770-957-6330

LAND LOT/DISTRICT 249/2

ACREAGE 1.18

MAP CODE NO. 127-0104400

ZONING CLASSIFICATION RA County

SIGNATURE(S) Robert Shon Price

Date April 05, 2019

Donna Price

Date 4-5-2019

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

00,001

BOOK 6605 PAGE 201

DOC# 874557
FILED IN OFFICE
J. O. LEWIS
CLERK OF COURT
HENRY COUNTY, GA

REAL ESTATE DEPARTMENT

DEC 30 1983

SEAL FILE NO. 121
Type: Public: none

Return to:

Smith, Webb & DeLoach (SJD)
2200 Lake Mary Drive
Marietta, Georgia 30067
(770) 427-1111

DEED ONLY

WARRANTY DEED

STATE OF GEORGIA, HENRY COUNTY.

IN CONSIDERATION OF THE SUM OF _____ DEED OF GIFT _____ to the

part DONNA PRICE of the County of Henry, State of Georgia, do hereby sell and convey unto
DONNA PRICE AND ROBERT SEON PRICE, AS JOINT TENANTS WITH FULL
SURVIVORSHIP AND NOT MERELY AS TENANTS IN COMMON of the County of Henry,

State of Georgia, their heirs and assigns, a tract or parcel of land, which is described as follows:

All that tract or parcel of land lying and being in Land Lot 249, 2nd District, Henry County,
Georgia, containing 1.25 acres, per plat of survey for J.E. Price by the Rev. Wm. J. Henry
County Surveyor, dated December 17, 1904, and being more particularly described as
follows:

+1

BEGINNING at an iron pin found on the South Land Lot Line of Land Lot 249, said iron pin being 1,112.64 feet West of the Southeast corner of Land Lot 248; thence South 1 degree 05 minutes West along the South line of Land Lot 249; thence North 88 degrees 05 minutes West along the South line of Land Lot 249, 209.32 feet to an iron pin found; thence North 2 degrees 14 minutes East 294.82 feet to an iron pin found; thence South 85 degrees 17 minutes East 207.86 feet to an iron pin found; thence South 1 degree 54 minutes West 243.22 feet to an iron pin found and the point of beginning.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD said land and appurtenances unto said DONNA PRICE AND ROBERT SEON PRICE, AS JOINT TENANTS WITH FULL SURVIVORSHIP AND NOT MERELY AS TENANTS IN COMMON, their heirs, executors, administrators, and assigns, in fee simple.

I warrant the title to said land against the lawful claims of all persons.

In Witness Whereof, I have hereunto set my hand and affixed my seal this the 4th day of December, 2003.

Signed, sealed and delivered

[Signature]

[Signature: Donna Price] (SEAL)
DONNA PRICE

(SEAL)

Notary Public
My Commission Expires



Notary Text
FOR RECORD ONLY SP. 2m



Community Development Department

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

Item Coversheet

Item: An ordinance to rezone approximately 1.2 +/- acres located at 1206 Davis Lake Road.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: August 28, 2019 – newspaper
August 30, 2019 – sign

Budget Item: No

Date Received: May 2019

Workshop Date: September 16, 2019

Regular Meeting Date: October 7, 2019

Discussion:

A request for rezoning of approximately 1.2 acres of property located at 1206 Davis Lake Road (127-01044000). The property is zoned RA (residential agricultural) and will remain so if incorporated into the City.

The application was accepted by the City Council at the June 17, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their August 6, 2019 meeting.

There is an existing legal non-conforming fence encompassing the subject property, which is permitted per Section 17.04.080 of the Locust Grove Municipal Code Zoning Ordinance. The legal non-conforming fence is permitted to remain as long as the

applicant remains in compliance with the yellow highlighted section of the following zoning ordinance section:

17.04.080 - Fencing.

Section 3-7-79 as adopted by Henry County is repealed by the city and replaced with this section.

- A. Applicability.** This section shall apply only to any development which requires final plat approval, even if the final plat has not been approved as of the adoption date of the ordinance codified in this section.
- B. Definitions.** For purposes of this section, the following terms shall have the meaning prescribed, unless the context clearly indicates otherwise:

"City" means the City of Locust Grove, Georgia.

"Fence" means any structure, including walls, constructed or erected to provide a barrier, either physical or visual, for the purpose of protecting property, providing for security and privacy, and properly containing activities on the property.

"Fence height" means the vertical dimension from the natural ground level to the top of the fence measured at any point along the length of the fence.

"Front yard" means that area from the rear building line to the road or street in front of the primary structure.

C. General Standards.

1. No privately owned fence shall be installed within any public street right-of-way or within any city-owned area.
2. No fence shall be installed so that, in the opinion of the city manager, it obstructs vision at any street intersection, or in any way creates a hazard to traffic.
3. No fence shall be installed so that, in the opinion of the fire chief, it prevents or unduly restricts access to property for emergency purposes.
4. If a fence is designed so that its structural supports are primarily on one side, that side must always be toward the interior of the property.
5. If a fence is required by any governmental authority to provide for the safety and security of the residents of the city, that fence shall not be removed or otherwise left in an unsafe condition for any reason without the approval of the city manager, and without proper precautions being taken to provide for continuous protection.
6. It shall be the responsibility of the owner of the property on which a fence is located to maintain that fence in good and proper repair so that at all times, it presents a neat and orderly appearance to surrounding property owners and to the general public.

7. Any fence damaged by accident or an act of God shall be properly repaired within ninety days of occurrence. Fencing required for public safety purposes shall be repaired immediately.

D. Construction Standards.

1. All fences shall be constructed of brick, cedar, cypress, rod iron, vinyl or chainlink. In the event the fence is constructed of chainlink, all exposed metal parts must be vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.
2. No fence or portion of a fence shall exceed eight feet in height; however, if a property owner wishes to install a tennis court, pool or some other similar special-purpose facility, a fence not to exceed twelve feet in height may be erected.
3. No fence installed in a residential front yard shall be constructed to a height in excess of four feet of chainlink, or in a fashion that restricts the view through such fence by more than fifty percent of the total barrier as viewed from the street.

E. Temporary Fence. The city manager may permit the installation of a temporary fence of material not otherwise allowed under this section at a construction site, if it is felt that the fence would be necessary to protect the public safety or would be necessary to provide proper security for the site. A temporary fence shall remain in place for no more than one year and must comply with the following conditions:

1. Temporary fences shall not exceed six feet in height if located within any setback area;
2. No signs shall be attached to any temporary fence.

F. Enforcement.

1. The city is responsible for the enforcement of this section.
2. If a suspected violation is reported, it will be investigated by the code enforcement officer.
3. If it is determined that a violation has occurred, the city shall notify the property owner of the violation as well as the steps that should be taken to correct the violation.
4. If the property owner does not agree to take immediate action to correct the violation, the city shall take any action as provided by law, including the issuance of a citation, to promptly and properly correct the violation.
5. A property owner may request a variance as provided in Section 3-7-273.
6. If a fence is legally existing at the time of the enactment of this section, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained.
7. If a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this section.

8. No nonconforming fence shall be extended in any way except as permitted by this section.

G. Penalties.

- 1. A violation of this section shall constitute a misdemeanor punishable by a fine of up to one thousand dollars and/or a sentence of up to thirty days incarceration per day per occurrence. Nothing herein shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violations. Replacement shall also be required.**
- 2. Upon notice from the city manager, work on any development that is being done contrary to the provisions of this section shall immediately cease. The stop-work notice shall be in writing and shall go to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. When an emergency exists, the city manager shall not be required to give written notice prior to stopping the work. Further, in the event that work on any development is being done contrary to the provisions of this section, the city manager may revoke any permit pertaining to the development activity for which the permit has been issued and may refuse to issue any further permit until, at the discretion of the city manager, the work on the development is brought into compliance with the provisions of this section.**

(Ord. 04-07-047 § 2)

Recommendation:

Staff recommends approval of this request.

I MOVE TO (approve/deny/table) THE ORDINANCE PERTAINING TO THE REQUEST FROM DONNA PRICE AND ROBERT SHON PRICE FOR ANNEXATION OF 1.2 +/- ACRES LOCATED AT 1206 DAVIS LAKE ROAD.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 1.2 ACRES LOCATED AT 1206 DAVIS LAKE ROAD IN LAND LOT 249 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

WHEREAS, Donna Price and Robert Shon Price (the “Applicants”) of Locust Grove, Georgia, requests rezoning for property located at 1206 Davis Lake Road (Parcel ID – 127-01044000) in Land Lot 249 of the 2nd District (the “Property”) as shown in the Boundary Survey attached hereto as **Exhibit A**; and,

WHEREAS, the Applicants have submitted an application to annex the Property into the City in May of 2019 that 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 Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on June 17, 2019; and,

WHEREAS, the Applicants request that the City Council rezone the Property from RA-County (residential agricultural) to RA-City (residential agricultural); and.

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on September 16, 2019 as well as by the City Community Development Director; and,

WHEREAS, a legal non-conforming fence exist on the subject property; and,

WHEREAS, per section 17.04.080 of the City of Locust Grove Zoning Ordinance, if a fence is legally existing at the time of the enactment of said section, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained; and,

WHEREAS, if a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this section; and,

WHEREAS, no nonconforming fence shall be extended in any way except as permitted by said section; and,

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

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

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

1.

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

2.

That the use of the Property is subject to:

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

3.

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

4.

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

SO ORDAINED by the Council of this City this 7th day of October 2019.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

ENGLISH PROP.

5.86' 17' E.
207.96'

N. 2.14' E.
294.82'

1.18
ACRES

243.22'
S. 1.54' W.

I.P.F.
96.72' I.P.F.
N. 88° 08' W.

COUNTY ROAD

UN-PAVED ROAD

209.32'
N. 88° 08' W. I.P.F.

112.64' ALONG LAND
LOT LINE TO SOUTH.
EAST CORNER OF
LAND LOT 249

W/F J. R. PRICE

I certify that this plat
has been made from a
field survey and is true
and correct

Joe Rowan, Jr.

M.S.

II II

I.P.F.

I.P.F.

BASED ON THE INFORMATION SHOWN ON
THIS FLOOD HAZARD BOUNDARY MAP
FURNISHED BY THE DEPT. OF H.U.D.
THROUGH THE FEDERAL INSURANCE
ADMINISTRATION. IT IS MY OPINION
THAT THIS PROPERTY IS OUTSIDE
OF THE FLOOD HAZARD AREA.

Joe Rowan, Jr.
HENRY COUNTY SURVEYOR

SURVEY MADE FOR:
J. E. PRICE

SCALE: 1" = 60'
DATE: 12-17-64

APPROVED BY
Joe Rowan, Jr.
LAND LOT 249
HENRY COUNTY 2ND DISTRICT

DRAWN BY JR
REVISED

DISTRICT

BY: JOE ROWAN, JR.
HENRY COUNTY SURVEYOR

DRAWING NUMBER

EXHIBIT B



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

Property Information

Tax ID	127-01044000
Location/address	Land Lot 249 of the 2 nd District 1206 Davis Lake Road
Parcel Size	Approximately 1.2 acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Single-family dwelling / Unincorporated Henry County
Future Land Use	Low-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Donna Price and Robert Shon Price of Locust Grove, Georgia are the owners (the "Applicants") of a tract of land located at 1206 Davis Lake Road seek to annex property into the incorporated limits of the City of Locust Grove in Land Lot 249 of the 2nd District (the "Subject Property"). The Subject Property is approximately 1.2 acres in size and contains a single-family residence on site along with accessory structures common to properties used for agricultural purposes.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove.

The City Council approved a *Resolution* to accept the application for annexation from the Applicants on June 17, 2019. The Director of Planning and Economic Development for Henry County confirmed via e-mail that the request for annexation was presented to the Henry County Board of Commissioners during their regular meeting on August 6, 2019 with no objections. The applicants request was reviewed by the Mayor and City Council at a Public Hearing on September 16, 2019 as well as by the City Community Development Director.

Preserving the Past... ..Planning the Future



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

A legal non-conforming fence exist on the subject property and per section 17.04.080 of the City of Locust Grove Zoning Ordinance, "if a fence is legally existing at the time of the enactment of this section, it shall continue to be allowed to exist as a nonconforming use, but must still be properly maintained. If a nonconforming fence is substantially damaged or is allowed to fall into a state of disrepair, it shall be required to either be removed or brought into conformance with this section. No nonconforming fence shall be extended in any way except as permitted by this section."

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

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

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

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3*. Page 269.



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.

- (3) **Consistency with the Land Use Plan.** Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (residential agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-04

ANNEXATION & REZONING

Recommendation

Staff recommends **APPROVAL** of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.



CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5049 Fax: (770) 954-1223

July 5, 2019

MAYOR
Robert Price

COUNCIL
Yvonne Ashe
Keith Boone
Randy Gardner
Cecilia Grant
Otha Hammock
Willie J. Taylor

CITY MANAGER
Tim Young

CITY CLERK
Misty Tishaw

Chairwoman June Wood
Henry County Board of Commissioners
140 Henry Parkway
McDonough, GA 30253

Re: Notice of applications annexation into City of Locust Grove, GA

Parcel 1: Christine/Delek Law Tract, 10 +/- acres, Parcel 127-02022000
Parcel 2: Donna/Robert Price Tract, 1.28 acres, Parcel 127-01041000

Dear Chair Wood:

On behalf of the governing body of the City of Locust Grove (City), Henry County is hereby notified that the City has accepted applications for annexation of the above referenced properties pursuant to the 100% method under O.C.G.A. § 36-36-21.

Attached hereto is a copy of the City's resolution accepting the annexation applications, which attach legal descriptions of the properties and a county tax map identifying the properties. All of the properties to be annexed lie in Henry County and are contiguous with the City boundaries.

Should the properties be annexed, they will be annexed with their current zoning classifications.

Notice is being given to the County pursuant to O.C.G.A. § 36-36-6. Please do not hesitate to contact us if you have any questions.

Sincerely,

Tim Young, City Manager

CC: Cherl Hobson-Matthews, County Manager
Robert Price, Mayor
Smith Welch Webb and White, City Attorney

Attachments



in the Grove

RESOLUTION 19-07-057

A RESOLUTION TO ACCEPT AN APPLICATION FROM DONNA PRICE AND ROBERT SHON PRICE FOR ANNEKATION OF 1.2 +/- ACRES PURSUANT TO O.C.G.A. §36-36-20, ET SEQ.; TO CONFIRM THAT THE APPLICATION SATISFIES CERTAIN CONDITIONS UNDER STATE LAW; TO DIRECT THE CITY ATTORNEY TO NOTIFY HENRY COUNTY OF THE PROPOSED ANNEKATION; TO PROVIDE 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, Georgia law permits municipalities to annex unincorporated areas which are contiguous to their existing corporate limits when annexation takes place, upon the written and signed applications of all of the owners of all of the land to be annexed; and

WHEREAS, Donna Price and Robert Shon Price are the owners (the "Owners") of real property located at 1206 Davis Labs Road (Parcel ID - 127-01044000) in Land Lot 249 of the 2nd District (the "Property"); and,

WHEREAS, the City received an application for annexation (the "Annexation Application") from the Owners, a copy of which is attached hereto as Exhibit "A" and incorporated by reference, and legal descriptions are attached to said application of the lands to be annexed as Exhibit "B"; and

WHEREAS, because a preliminary investigation reveals that the Annexation Application was signed by one hundred percent of the landowners and accompanied by a complete description of the Property to be annexed, that the Property is contiguous to the municipal boundary of the City, that the Property is within the County, and that annexation will not create an unincorporated "island" as contemplated by O.C.G.A. § 36-36-1, et seq. (the "Act"), the Annexation Application and the requested annexation apparently satisfies the requirements of the Act; and

WHEREAS, continued investigation may reveal that annexation of the Property is in the best interests of the residents and property owners of both the area of the proposed annexation and the City; and

WHEREAS, the Property will maintain zoning of RA (residential agricultural); and

WHEREAS, The Mayor and City Council desire to notify the governing body of Henry County of acceptance of the Annexation Application, and to adopt an ordinance ("Annexation Ordinance") expressly authorizing the proposed annexation in order to fully and finally annex the Property into the municipal boundaries of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. **Acceptance of Applications.** The City Clerk is hereby authorized to formally accept the Annexation Application.

2. **Satisfaction of Conditions.** The City hereby confirms that, upon a preliminary investigation, the Annexation Application and the requested annexation apparently satisfies the requirements of the Act.

3. **Notification to County.** The Mayor and City Council now direct the City Attorney to notify the governing body of Henry County of its acceptance of said application in accordance with Section 36-36-6 of the Official Code of Georgia and intent to retain the current zoning classification or classifications of the Property.


4. **Authorization For City Clerk and City Attorney To Prepare Documents.** The City Clerk and City Attorney are authorized to prepare any other documents necessary to effectuate this Resolution.

5. **Consideration of Annexation Ordinance.** The Mayor or City Clerk is hereby authorized to place consideration of the Annexation Ordinance on the agenda for a public meeting of the City Council after all legal requirements have been satisfied.

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

7. **Repeal of Inconsistent Provisions.** All resolutions are hereby repealed to the extent they are inconsistent herewith.

THIS RESOLUTION adopted this 1st day of July 2019.


ROBERT S. PRICE, Mayor

ATTEST:


MISTY SPURLING, City Clerk

(real)

APPROVED AS TO FORM:

City Attorney

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

Date of Submission: 4/5/2019

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

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

OWNERS NAME(S) PRICE, Robert Shon and
PRICE, Donna

PROPERTY LOCATION 1206 Davis Lake Road
Locust Grove, GA 30248-1206

PHONE NUMBER 404-403-6287

ALTERNATE PHONE 770-957-6330

LAND LOT/DISTRICT 249/2

ACREAGE 1.18

MAP CODE NO. 127-0104400

ZONING CLASSIFICATION RA County

SIGNATURE(S) [Signature] Date April 05, 2019
[Signature] Date 4.5.2019

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

00201

BOOK 6695 PAGE 201

BOOK 67557
FILED IN OFFICE
NOV 11 1983
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA

NEW STATE JUDICIAL SYSTEM
SUPERIOR COURT

DEC 30 1983

RECEIVED
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA

SSW FILE NO. 88L
Type Party: none

Return to: Smith, Wain & Boland (JDL)
2200 Hope Ferry Court
Mableton, Georgia 30223
(770) 977-0007

DEED ONLY

WARRANTY DEED

STATE OF GEORGIA, HENRY COUNTY.

IN CONSIDERATION OF THE SUM OF DEED OF GIFT to the
part, DONNA PRICE of the County of Henry, State of Georgia, do hereby sell and convey unto
DONNA PRICE AND ROBERT SEON PRICE, AS JOINT TENANTS WITH FULL
SURVIVORSHIP AND NOT MERELY AS TENANTS IN COMMON of the County of Henry,
State of Georgia, their heirs and assigns, a tract or parcel of land, which is described as follows:

All that tract or parcel of land lying and being in Land Lot 245, 2nd District, Henry County,
Georgia, containing 1.18 acres, per plat of survey for J.E. Price by the Rowles, Jr., Henry
County Surveyor, dated December 17, 1964, and being more particularly described as
follows:

Warranty Deed
WARRANTY DEED ONLY SP.fm

Page 1 of 2 Pages

+1

BEGINNING at an iron pin found on the South Line of Land Lot 249, said iron pin being 1,312.04 feet West of the Southeast corner of Land Lot 249; thence South 8 degrees 05 minutes West along the South line of Land Lot 249; thence North 85 degrees 05 minutes West along the South line of Land Lot 249, 209.32 feet to an iron pin found; thence North 2 degrees 14 minutes East 294.52 feet to an iron pin found; thence South 85 degrees 17 minutes East 287.90 feet to an iron pin found; thence South 1 degree 54 minutes West 243.22 feet to an iron pin found and the point of beginning.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD said land and appurtenances unto said **DONNA PRICE AND ROBERT SHON PRICE, AS JOINT TENANTS WITH FULL SURVIVORSHIP AND NOT MERELY AS TENANTS IN COMMON,** their heirs, executors, administrators, and assigns, in

fee simple.

I warrant the title to said land against the lawful claims of all persons.

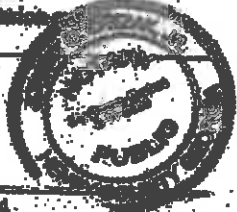
In Witness Whereof, I have hereunto set my hand and affixed my seal this the 4th day of December, 2003.

Signed, sealed and delivered

[Signature]
Notary Public

[Signature: Donna Price] (SEAL)
DONNA PRICE

Notary Public
My Commission



qPublic.net™ Henry County, GA

Summary

Parcel ID 127-01044000
 Location Address 1204 DAVIS LAKE RD
 Mailing Group 0001 (County/Unincorp)
 Property Usage SF RESIDENTIAL (D100)
 Total Acres 1.18
 Lot/Block / District 249 / 2
 Subdivision
 Lot/Block
 Plat Book
 Plat Page

Exemptions: L3

Owners

PRICE DONNA S
 & ROBERT SHON
 PO BOX 1206
 LOCUST GROVE, GA 30248

Valuation

Assessed Year	2019	2018	2017	2016
Land Value	\$24,400.00	\$22,600.00	\$21,200.00	\$17,500.00
Building Value	\$40,000.00	\$24,300.00	\$24,200.00	\$24,000.00
OB/Misc	\$1,600.00	\$1,600.00	\$1,700.00	\$1,700.00
Total Value	\$66,000.00	\$48,500.00	\$47,100.00	\$43,200.00

Assessment Notices 2019

2019 Assessment Notice

Land Information

Land Use SMALL AC IMP (DD180) Number of Units 1.18 Unit Type ACRES

Buildings

Building # 1
 Construction Type SGLFAM
 Actual Year Built 1961
 Effective Area 1,480
 Market Area 1,480
 Bedrooms 2
 Baths 1
 Wall Height 9

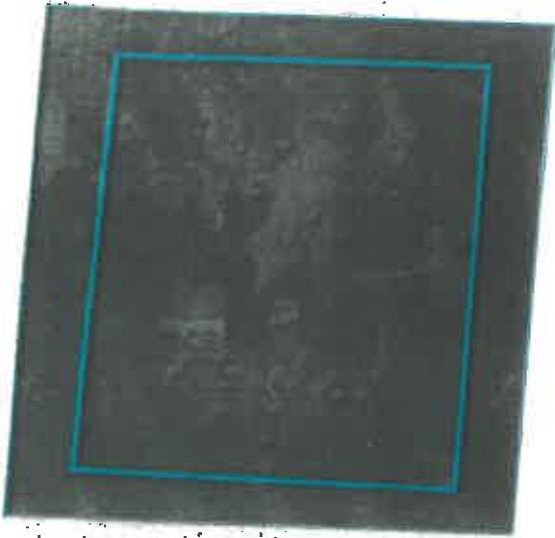
Miscellaneous Data

Description 9-45 Length 24 Width 24 Units 384 Year Built 1965

Sales Information

Sale Date	Deed Book/Page	Sale Price	Instrument	Reason	Grantor	Grantee
12/1/2008	6695-201	\$0	WARRANTY DEED		PRICE DONNA	PRICE DONNA & ROBERT SHON
3/21/2000	3644-290	\$0	YEARS SUPPORT		PRICE WILLIAM R (DECEDENT)	PRICE DONNA S
10/7/1991	1850-295	\$0	QUIT CLAIM	LOVE&AFFEC	PRICE WILLIAM R	PRICE WILLIAM R & DO
1/1/1985	612-331	\$20,000	WARRANTY DEED	FAMILY/GIFT	PRICE J E	PRICE WILLIAM R
1/1/1961	68-592	\$0	WARRANTY DEED			PRICE J E

Map



Generate Owner List by Radius

The Property Address option is unavailable for Henry County

Distance:

100

Feet

Show address of: Owner Property

Download format:

Address labels (5160)

Download

Additional mailing label options:

Show parcel id on label

Skip labels:

0

Sketches



Overview



Legend

-  Parcels
-  Roads
-  Cities

Parcel ID	127-01044000	Class	R	Owner	PRICE DONNAS	Land Value:	\$24,400								
Property Address	1206 DAVIS LAKE RD	Acres	1.18	Address	& ROBERT SHON	Building Value:	\$40,000	Last 2 Sales							
District	County/UnIncorp				PO BOX 1206	Misc Value:	\$1,600	Date	12/4/2003	Price	\$0	Reason	n/a	Qual	U
					LOCUST GROVE GA 30248	Total Value:	\$66,000	Date	3/21/2000	Price	\$0	Reason	n/a	Qual	U

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/23/2019

Last Data Uploaded: 9/20/2019 10:03:50 PM

Developed by  Schneider
GEO SPATIAL



Official Zoning Map City of Locust Grove, GA

Subject Property

Tussehaw Creek Reservoir
Water Supply Watershed District

Indian Creek
Watershed District

Savanna River
Watershed District

This Area Lies Outside
Watershed Districts

- Legend**
- CBDO Signs
 - General Sign Overlay
 - HPDO District
 - CRDO Overlay
 - CRG Overlay
 - Streets
 - 2018 Parcels
 - <all other values>
- Zoning**
- Active Adult Res.AAR
 - Neighborhood Comm. C-1
 - General Comm. C-2
 - Heavy Comm.C-3
 - Light Mfg.M-1
 - General Industrial M-2
 - Office/Institutional OI
 - Planned Development PD
 - Single-Family Res R-1
 - Single-Family Res R-2
 - Med-High SF R-3
 - Res. Agricultural RA
 - Residential Duplex RD
 - Multifamily Residential RM 1-3
 - Res. Mfg. Home RMH
 - Trans./Comm./Utilities TCU
 - Corporate Limits



1 Inch = 1,000 feet
Source: Locust Grove Community Development,
Locust Grove Development/ID Office
Revised July 26, 2018

CERTIFICATION OF OFFICIAL ZONING MAP
This is to certify that by official action of the City Council, that this is a copy of the Official Zoning Map of the City of Locust Grove, Georgia, as adopted August 1, 2016.
Subsequently, the official map shall be maintained and updated by the Community Development Department as stated in the enabling ordinance of the City.

Robert B. Patten, Mayor

John Thomas, City Clerk



EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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

Ad No.: 612056
Name and File No.: PUBLIC HEARING 9/16/19
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
08/28/19 Wed

Public Hearing Notice
City of Locust Grove
September 16, 2019
6:00 PM
Locust Grove Public
Safety Building
2848 Highway 42 South
Locust Grove, GA 30248

(residential) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 1258 Dale Lake Road (Parcel ID 127-01044000) containing approximately 1.2 +/- acres in Land Lot 248 of the 2nd District for the purpose of incorporating property in the City limits.

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 16, 2019 at 6:00 PM, will conduct public hearings for the purpose of the following:

The public hearing will be held in the Locust Grove Public Safety Building, located at 2848 Highway 42 South.

Bart Foster
Community Development Director
City of Locust Grove
620-612056, 6/28

CONDITIONAL USE
CU-19-02-01 Tom Esh, agent acting on behalf of Group Seven Sixteen, LLC, of Stockbridge, Georgia requests a conditional use for the purpose of allowing a financial institution (bank) with a drive-through configuration in the OI (office/institutional) zoning district for property located at 3300 Highway 42 South at the intersection of SR 42 and Market Place Boulevard (Parcel ID - 126-01020001) in Land Lot 260 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 2.8 +/- acres.

CU-19-02-02 Steven and Marylin Davis of Locust Grove, Georgia request a conditional use for the purpose of establishing a detached guest quarters on the property located at 91 Snowden Street (Parcel ID - 129-02014001) in Land Lot 260 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 3.5 +/- acres.

ANNEXATION AND REZONING

RZ-19-02-03 Christine Law and Derek Law request annexation and rezoning from RA (residential agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 387 and 387 Colvin Drive (Parcel ID 127-02022001) containing approximately 16.8 +/- acres in Land Lot 282 of the 2nd District for the purpose of incorporating property in the City limits.

RZ-19-02-04 Donna Price and Robert Shon Price request annexation and rezoning from RA (residential agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 1258 Dale Lake Road (Parcel ID 127-01044000) containing approximately 1.2 +/- acres in Land Lot 248 of the 2nd District for the purpose of incorporating property in the City limits.

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

Dawn Ward

Dawn Ward
Advertising Clerk

Printed and subscribed before me 08/28/19

[Signature]
Public



AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Bert Foster, who, after being duly sworn, testifies as follows:

1.

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

2.

On the 30th day of August 2019, I, Bert Foster, posted one (1) double-sided sign notifications on the Property advertising a public hearing on the request below to be heard by the Locust Grove City Council on the 16th day of September, 2019 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Said public hearing signs were posted at the following locations:

- A. 3300 Highway 42 South for a Conditional Use @ 1:35
- B. 91 Bowden Street for a Guest Quarters CU @ 1:30
- C. 1206 Davis Lake Road for a rezoning/annexation @ 1:20
- D. 387 and 397 Colvin Drive for a rezoning/annexation @ 1:15

Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

This 9th day of September 2019.



Affiant

Sworn and subscribed before me
this 9 day of September, 2019

Markeya Moore

Notary Public



Exhibit "A"
Sign Exhibits A through D

2025 RELEASE UNDER E.O. 14176

PUBLIC

City of Locust Grove
City Council Meeting
Public Public Hearing
2002 Highway 47
Locust Grove, GA 30210

**ANNEXATION &
REZONING**

Notice of Public Hearing
TO ALL NEIGHBORHOODS
DATE: September 10, 2010
TIME: 6:00 P.M.

NOTICE

For more information
visit www.locustgrovega.com
or call 770-862-1234



Community Development Department

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

Item Coversheet

Item: An ordinance for annexation from Christine and Derek Law for annexation of 10 +/- acres located at 387 and 397 Colvin Drive.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: August 28, 2019 – newspaper
August 30, 2019 – sign

Budget Item: No

Date Received: April 3, 2019

Workshop Date: September 16, 2019

Regular Meeting Date: October 7, 2019

Discussion:

A request for annexation of approximately 10 acres of property located at 387 and 397 Colvin Drive (127-02022000). The property is zoned RA (residential agricultural) and will remain so if incorporated into the City.

The application was accepted by the City Council at the June 17, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their August 6, 2019 meeting.

Recommendation:

Staff recommends approval of this request.

I MOVE TO (approve/deny/table) THE ORDINANCE PERTAINING TO THE REQUEST FROM CHRISTINE AND DEREK LAW FOR ANNEXATION OF 10 +/- ACRES LOCATED AT 387 AND 397 COLVIN DRIVE.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX PROPERTY INTO THE CITY OF LOCUST GROVE PURSUANT TO CHAPTER 36 OF TITLE 36 OF *THE OFFICIAL CODE OF GEORGIA ANNOTATED*; TO PROVIDE FOR APPROPRIATE ENTRIES UPON OR ADDITIONS TO THE OFFICIAL MAP OF THE CITY AND ALL OTHER RECORDS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE OF ANNEXATION; 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,

SECTION 1.
ANNEXATION.

Christine and Derek Law (the “Applicant”) petitioned the City to annex property located at 387 and 397 Colvin Drive consisting of approximately 10 acres (Parcel ID-127-02022000) located in Land Lot 232 of the 2nd District (the “Property”) as shown in the Boundary Survey attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex the Property into the City of Locust Grove on April 3, 2019 as shown in the application attached hereto as **Exhibit B**; and,

WHEREAS, the Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on June 17, 2019; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their August 6, 2019 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on September 16, 2019 as well as by the City Community Development Director; and,

WHEREAS, the Applicant further requests that the Property retain the same zoning in the City (RA: residential agricultural) that it had in the County (RA: residential agricultural) which will be addressed under a separate action; and,

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

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

SECTION 2.

OFFICIAL MAP AND RECORDS.

The Mayor and City Clerk are hereby directed to make entries upon or additions to the official map of the City and all other records to the extent necessary to reflect the annexation of property contemplated herein.

SECTION 3.

SEVERABILITY.

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause, or phrase were not originally part of the ordinance.

SECTION 4.

REPEAL OF CONFLICTING PROVISIONS.

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

SECTION 5.

EFFECTIVE DATE OF ANNEXATION.

- A. Annexation pursuant to this ordinance shall become effective on the first day of the month following adoption of this ordinance.
- B. Notwithstanding the foregoing, no property located in the annexed area shall be subject to ad valorem taxation by the City until January 1st of the year following the effective dates solely for the purpose of determining enrollment in any independent school system operating in the City.

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

- () That the Applicant's request for annexation is hereby **APPROVED**.
- () That the Applicant's request in said application is hereby **DENIED**.

SO ORDAINED by the Council of this City this 16TH day of September 2019.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

G. L. CRUMBLEY, JR.

LAND LOT LINE

S. 88° 37' E.

251.12'

M.A.G.

I.P.P.

I.P.P.

II

M. T. WILLARD

N. 0° 17' E.
1262.88'

S. 8° 48' E.
1234.70'

COLVIN

10.0
ACRES



152 LOT QUART
252 LOT QUART

240.5

207.7

COLVIN

DRIVE

ROAD TO CENTER
OF SOUTH BETHANY RD.

Filed in office this the 12th day of December 1980
at the City of Columbus, Georgia
Barbara A. Harrison
Clerk Superior Court

IN WITNESS WHEREOF I HAVE
THIS 12th day of Dec 1980
SIGNED AND SEALED MY HAND AND
OFFICE IN THE CITY OF COLUMBUS,
GEORGIA
BARBARA A. HARRISON - CLERK SUPERIOR COURT

SUBJECT MADE FOR
JACK COLVIN

17-100

17-100

58363

BY: JBS ROWAN, JR., S.
HENRY KOUNEY SURVEYOR
SOUTH BETHANY RD. DISTRICT

EXHIBIT B



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-03

ANNEXATION & REZONING

Property Information

Tax ID	127-02022000
Location/address	Land Lot 232 of the 2nd District 387 and 397 Colvin Drive
Parcel Size	Approximately 10 acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Single-family dwelling / Unincorporated Henry County
Future Land Use	Low-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Christine and Derek Law of Locust Grove, Georgia are the owners (the "Applicants") of a tract of land located at 387 and 397 Colvin Drive seek to annex property into the incorporated limits of the City of Locust Grove in Land Lot 232 of the 2nd District (the "Subject Property"). The Subject Property is approximately 10 acres in size and contains a single-family residence on site along with accessory structures common to properties used for agricultural purposes.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove.

The City Council approved a *Resolution* to accept the application for annexation from the Applicants on June 17, 2019. The Director of Planning and Economic Development for Henry County confirmed via e-mail that the request for annexation was presented to the Henry County Board of Commissioners during their regular meeting on August 6, 2019 with no objections. The applicants request was reviewed by the Mayor and City Council at a Public Hearing on September 16, 2019 as well as by the City Community Development Director.

Preserving the Past... ..Planning the Future



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-03

ANNEXATION & REZONING

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

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

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

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3*. Page 269.



REZONING EVALUATION REPORT

October 7, 2019

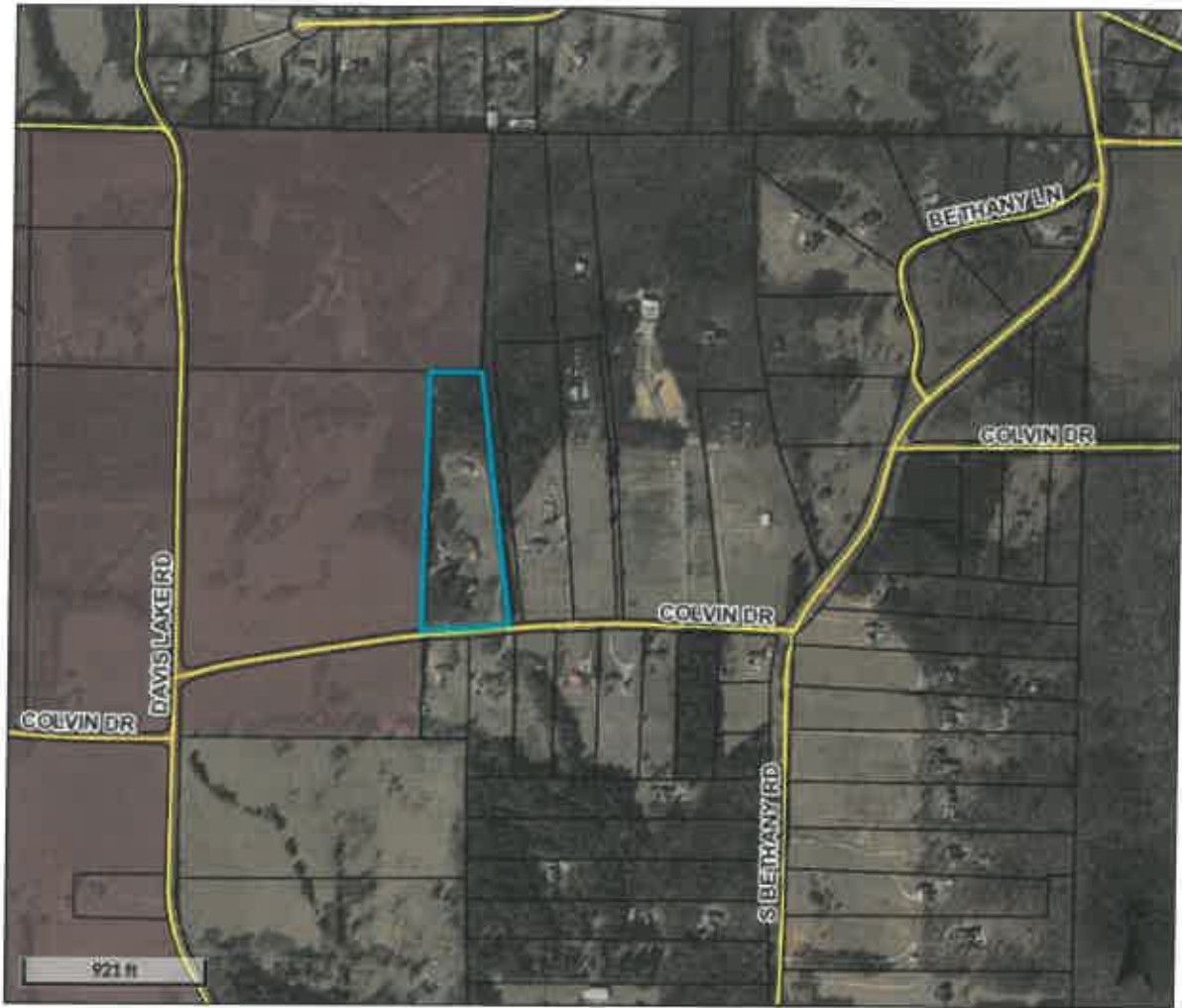
FILE: RZ-19-09-03

ANNEXATION & REZONING

- (3) **Consistency with the Land Use Plan.** Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (residential agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.

Recommendation

Staff recommends APPROVAL of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.



Overview



Legend

-  Parcels
-  Roads
-  Cities

Parcel ID	127-02022000	Class	R	Owner	LAW CHRISTINE M &	Land Value:	\$88,600								
Property Address	387 COLVIN DR	Acreeage	9.634	Address	DEREKA	Building Value:	\$420,900								
District	County/Unincorp				387 COLVIN DR	Misc Value:	\$54,400	Last 2 Sales Date	4/18/2014	Price	\$0	Reason	FAMILY/GIFT U	Qual	
					LOCUST GROVE GA	Total Value:	\$563,900	4/17/2014	\$440,000	n/a			Q		
					30248										

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/24/2019
 Last Data Uploaded: 9/23/2019 11:22:40 PM

Developed by  **Schneider**
 GEOSPATIAL

FUTURE LAND USE MAP

Legend - Land Use

FLUM2016
 (all other values)

FLU0008

- Gateway Town Center
- Central Business District
- Mixed Historic Neighborhood
- Mixed Use Neighborhood
- Mixed Use District
- Office
- Professionals/Institutional
- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Very High Density - County
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Commercial - County
- Service Commercial
- Industrial
- Trans., Comm., Utilities
- Parks, Recreation, Conserv.

3-21-11

Streets

Railroad

LG_City_Limits

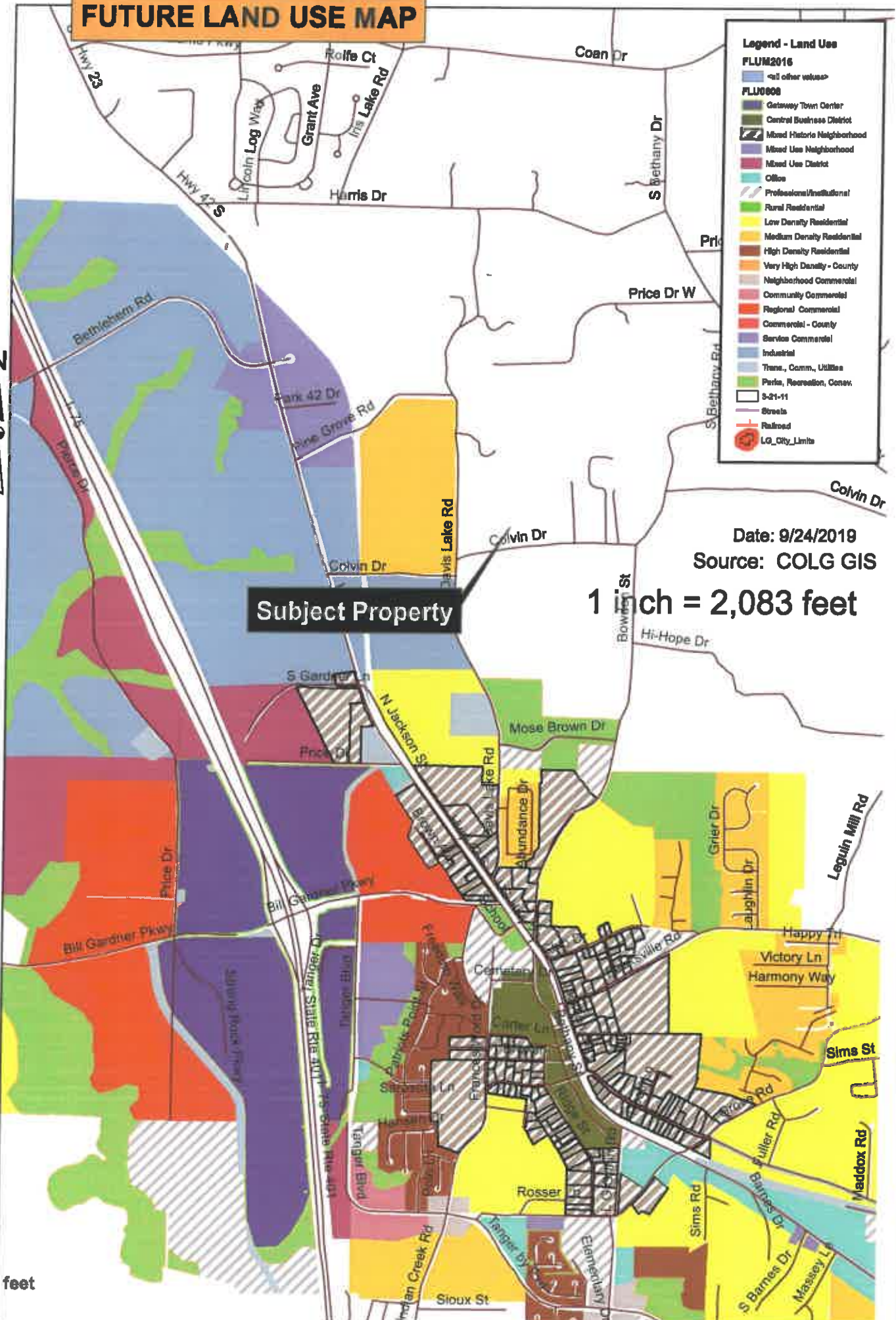


Subject Property

Date: 9/24/2019
 Source: COLG GIS
 1 inch = 2,083 feet



1 Inch = 2,083 feet



Zoning Map

Legend - Land Use
Locust Grove Zoning
<all other values>

CODE

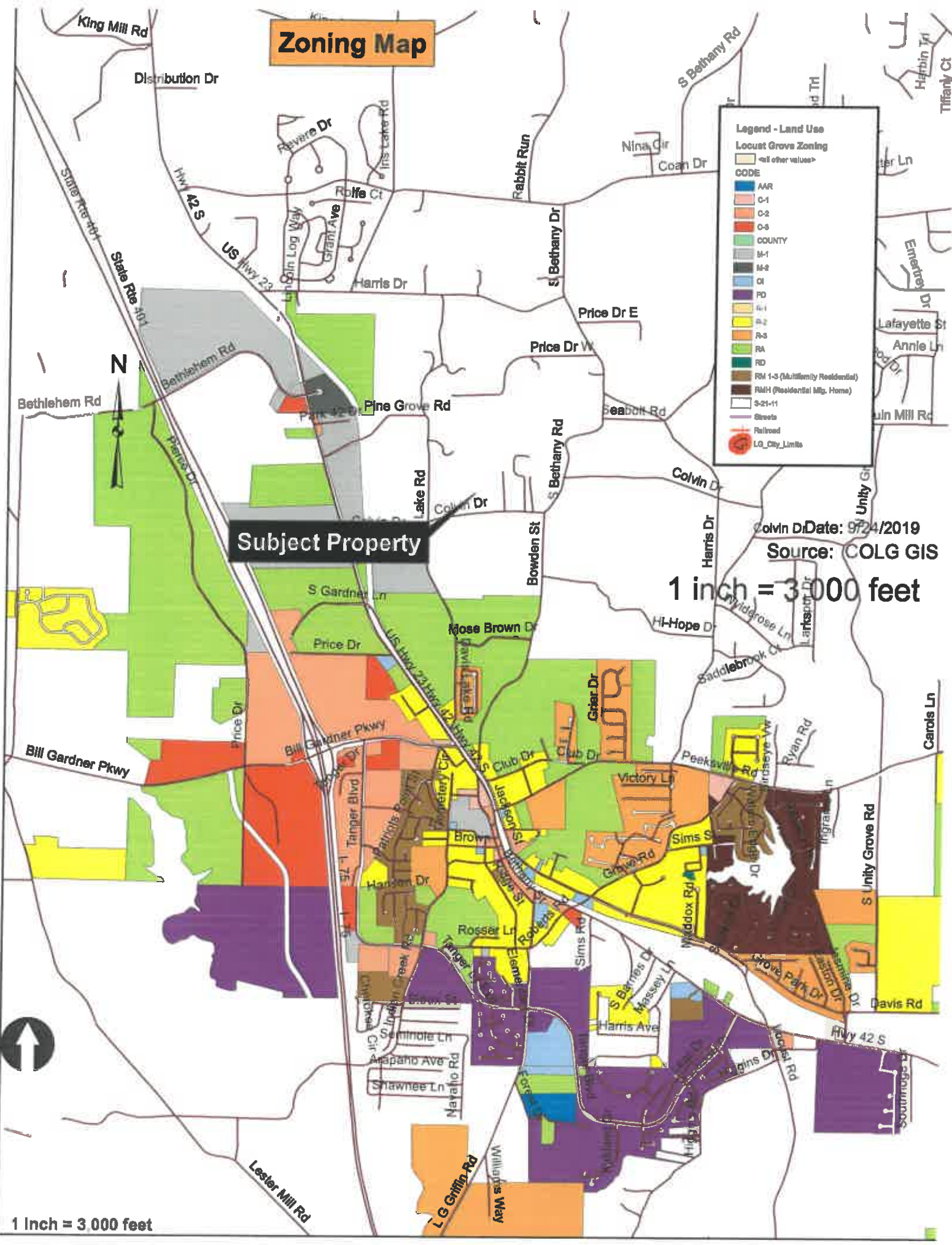
- AAR
- C-1
- C-2
- C-3
- COUNTY
- M-1
- M-2
- OI
- PI
- P-1
- P-2
- R-3
- RA
- RD
- RM 1-3 (Multifamily Residential)
- RMH (Residential Mtg. Home)
- S-21-11

Streets
Railroad
LQ_City_Limits

Subject Property

Date: 9/24/2019
Source: COLG GIS

1 inch = 3 000 feet



1 Inch = 3 000 feet

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

Date of Submission: 4-3-19 ; revised 7-8-19

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

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

OWNERS NAME(S) Christine Law
Berek Law

PROPERTY LOCATION 397 : 397 Colvin Mr.
Locust Grove, GA 30248

PHONE NUMBER 404-925-2538

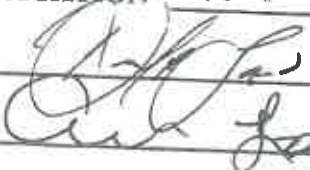

ALTERNATE PHONE 470-723-6783

LAND LOT/DISTRICT 232 / 2

ACREAGE 10

MAP CODE NO. 127-02022000

ZONING CLASSIFICATION RA - residential agricultural

SIGNATURE(S)  Date 7/8/19
 Date 7/8/19

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

APPLICATION FOR ANNEXATION UNDER THE
SIXTY PERCENT (60%) METHOD
LAND OWNERS ONLY

Date of Submission : 4/3/19

To the Mayor and City Council of Locust Grove, Georgia

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

OWNER NAME(S)

Christine Law

Derek Law

PROPERTY LOCATION

387 & 397 Colvin Drive

Locust Grove, GA 30248

PHONE NUMBER

404 925-2538

ALTERNATE PHONE

470-723-6783

LAND LOT/DISTRICT

232 2

ACREAGE

10

MAP CODE NO.

ZONING CLASSIFICATION

RA

SIGNATURE(S)

[Signature]

Date 4/3/19

[Signature]

Date 4/3/19

All property owners must sign as their name appears on the Deed.
FORM 3

01303
0107

1303-107
Atlanta

WARRANTY DEED

STATE OF Georgia COUNTY OF Henry

THIS INDENTURE, Made the 22nd day of May, in the year one thousand nine hundred ninety-one, between Rex Nix

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Bonnie S. Cox

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 231 & 232, 2nd District, Henry County, Georgia, containing 2.00 acres, and being part of property shown in Plat Book 8, Page 158, Clerk of Superior Court, Henry County, Georgia, and being more particularly described as follows:

Beginning at a point in the center of Colvin Drive, said point being located 1582.2' East of the intersection of the centerline of Colvin Drive with the centerline of South Bathany Road; thence N 08°48'W for a distance of 674.32' to an iron pin; thence S 83°44'W for a distance of 130.13' to an iron pin; thence N 08°48'W for a distance of 195.15' to an iron pin; thence N 81°12'E for a distance of 200.00' to an iron pin; thence S 08°48'E for a distance of 878.34' to a point in the center of Colvin Drive; thence S 83°44'W along the centerline of Colvin Drive for a distance of 70.07' to the Point of Beginning.

REC'D IN BK 1303
PAGE 107
DATE FILED 6-13-91
JUN 13 3 22 PM '91

HENRY COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 8.00
DATE 6-13-91
Clerk of Superior Court

FILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

sealed and delivered in presence of: [Signature] (Seal)
[Signature] (Seal)
Notary Public, Clayton County, Georgia, Expires September 26, 1994. (Seal)

RETURN TO:
WESSELS & DIXON, P.C.
175 CORPORATE CENTER DR., STE A
STOCKBRIDGE, GA 30281

14-0213
Doc ID: 018748410009 Type: WD
Recorded: 05/15/2014 at 09:36:45 AM
Fee Amt: \$14.00 Page 1 of 3
Transfer Tax: \$0.00
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 13572 PG 265-267

DRAW DEED ONLY-NO TITLE SEARCH

JOINT TENANCY
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HENRY

PT-61 075-20 14 - 3074

Note: Scrivener drafted Deed only at the request of the parties, did not perform a title search and therefore does not warranty in any manner whatsoever the chain of title including but not limited to the following, to wit: the record title holder, liens, judgments, easements or rights of persons in possession thereof.

THIS INDENTURE, made this 18TH day of April in the year of our Lord Two Thousand Fourteen between Christine Marie Law, of the State of Georgia and County of Henry of the first part and Christine Marie Law and Derek A. Law, As Joint Tenants with the Right of Survivorship of the State of Georgia and County of Henry of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other goods and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, sell and convey unto the said party of the second part his heirs and assigns:

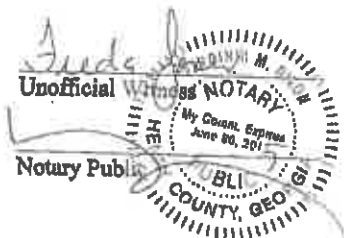
SEE EXHIBIT 'A' AND EXHIBIT 'B' ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION HEREIN.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said party of the second part heirs, successors and assigns, forever, IN FEE SIMPLE,

And the said party of the first part, for his heirs, successors, executors and administrators will warrant and forever defend the right and title to the above described property subject to permitted exceptions, unto the said party of the second part, his heirs, successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal, the said date and year above written.

Signed, sealed and delivered in the presence of



Christine Marie Law
Christine Marie Law

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 231 and 232 of the 2nd Land District of Henry County, Georgia, containing 10 acres of land, according to a survey made for Jack Colvin, dated August 29, 1980, as prepared by Joe Rowan, Jr., Henry County, Surveyor of record in Plat Book 8, Page 158, Office of the Clerk of Superior Court, Henry County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description

LESS AND EXCEPT that certain Real Property described in Warranty Deed to Orman L. House dated 10/15/1985 and filed for record in Deed Book 664 Page 111 and re-recorded at Deed Book 777 Page 246, Henry County, Georgia Records, which description is incorporated herein by reference thereto

LESS AND EXCEPT that certain Real Property described in Warranty Deed to Bonnie S. Cox dated 05/22/1991 and filed for record in Deed Book 1303 Page 1074, Henry County, Georgia Records, which description is incorporated herein by reference thereto

And

All that tract or parcel of land lying and being in Land Lots 231 and 232 of the 2nd District, Henry County, Georgia, as per plat of survey prepared by W. R. Franks & Associates for George B. Garrison and dated December 4, 1986 and being more particularly described as follows:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, commence at a reference point located at the intersection of the centerline of South Bethany Road with the centerline of Colvin Drive; thence from said reference point in a Easterly direction following the centerline of Colvin Drive a distance of 1,204.0 feet to a point and the TRUE POINT OF BEGINNING; thence North 0° 17' East a distance of 300.0 feet to an iron pin found; thence North 86° 40' minutes East a distance of 240.5 feet to an iron pin found; thence South 12° 12' 36" East a distance of 299.15 feet to a point located on the centerline of Colvin Drive; thence South 83° 44' West a distance of 60 feet; thence South 86° 40' West a distance of 240.5 feet to a point and the TRUE POINT OF BEGINNING.

EXHIBIT 'B'

All that tract or parcel of land lying and being in Land Lots 231 and 232, 2nd District, Henry County, Georgia, containing 2.00 acres and being part of property shown in Plat Book 8, page 158, Clerk of Superior Court, Henry County, Georgia and being more particularly described as follows:

Beginning at a point in the center of Colvin Drive, said point being located 1,582.2 feet east of the intersection of the centerline of Colvin Drive with the centerline of South Bethany Road; thence north 08 degrees 48 minutes west for a distance of 674.32 feet to an iron pin; thence south 83 degrees 44 minutes west for a distance of 130.13 feet to an iron pin; thence north 08 degrees 48 minutes west for a distance of 195.15 feet to an iron pin; thence north 81 degrees 12 minutes east for a distance of 200.00 feet to an iron pin; thence south 08 degrees 48 minutes east for a distance of 878.34 feet to a point in the center of Colvin Drive; thence south 83 degrees 44 minutes west along the centerline of Colvin Drive for a distance of 70.07 feet to the Point of Beginning. Being known as 397 Colvin Drive according to the present system of numbering in Henry County, Georgia.



CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5043 Fax: (770) 954-1223

MAYOR
Robert Price

COUNCIL
Vernon Ashe
Keith Boone
Randy Gardner
Carlos Greer
Otis Hammock
Wille J. Taylor

CITY MANAGER
Tim Young

CITY CLERK
Misty Titshaw

July 5, 2019

Chairwoman June Wood
Henry County Board of Commissioners
140 Henry Parkway
McDonough, GA 30253

Re: *Notice of applications annexation into City of Locust Grove, GA*

Parcel 1: Christine/Derek Law Tract, 10 +/- acres, Parcel 127-02022000

Parcel 2: Dorina/Robert Price Tract, 1.18 acres, Parcel 127-01044000

Dear Chair Wood:

On behalf of the governing body of the City of Locust Grove (City), Henry County is hereby notified that the City has accepted applications for annexation of the above referenced properties pursuant to the 100% Method under O.C.G.A. § 36-36-21.

Attached hereto is a copy of the City's resolution accepting the annexation applications, which attach legal descriptions of the properties and a county tax map identifying the properties. All of the properties to be annexed lie in Henry County and are contiguous with the City boundaries.

Should the properties be annexed, they will be annexed with their current zoning classifications.

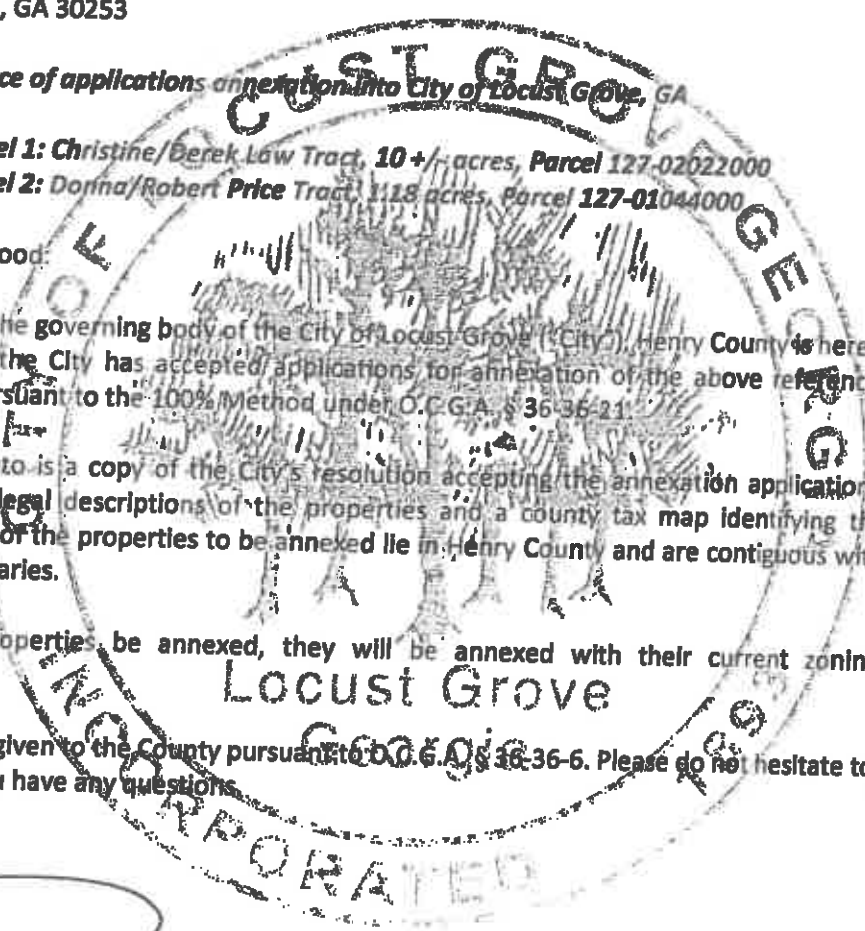
Notice is being given to the County pursuant to O.C.G.A. § 36-36-6. Please do not hesitate to contact us if you have any questions.

Sincerely,


Tim Young, City Manager

CC: Cheryl Hobson-Matthews, County Manager
Robert Price, Mayor
Smith Welch Webb and White, City Attorney

Attachments



Locust Grove
Georgia

Robert Price



CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5043 Fax: (770) 954-1223

MAYOR
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CITY MANAGER
Tim Young

CITY CLERK
Misty Titschaw

July 5, 2019

Chairwoman June Wood
Henry County Board of Commissioners
140 Henry Parkway
McDonough, GA 30253

Re: *Notice of applications annexation into City of Locust Grove, GA*

Parcel 1: Christine/Derek Law Tract, 10 +/- acres, Parcel 127-02022000

Parcel 2: Dorina/Robert Price Tract, 11.8 acres, Parcel 127-01044000

Dear Chair Wood:

On behalf of the governing body of the City of Locust Grove ("City"), Henry County is hereby notified that the City has accepted applications for annexation of the above referenced properties pursuant to the 100% Method under O.C.G.A. § 36-36-21.

Attached hereto is a copy of the City's resolution accepting the annexation applications, which attach legal descriptions of the properties and a county tax map identifying the properties. All of the properties to be annexed lie in Henry County and are contiguous with the City boundaries.

Should the properties be annexed, they will be annexed with their current zoning classifications.

Notice is being given to the County pursuant to O.C.G.A. § 36-36-6. Please do not hesitate to contact us if you have any questions.

Sincerely,

Tim Young, City Manager

CC: Cheri Hobson-Matthews, County Manager
Robert Price, Mayor
Smith Welch Webb and White, City Attorney

Attachments

... in The Grove

RESOLUTION 19-07-096

A RESOLUTION TO ACCEPT AN APPLICATION FROM CHRISTINE AND DEREK LAW FOR ANNEXATION OF 10.0 +/- ACRES PURSUANT TO O.C.G.A. §36-36-20, ET SEQ.; TO CONFIRM THAT THE APPLICATION SATISFIES CERTAIN CONDITIONS UNDER STATE LAW; TO DIRECT THE CITY ATTORNEY TO NOTIFY HENRY COUNTY OF THE PROPOSED ANNEXATION; TO PROVIDE 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, Georgia law permits municipalities to annex unincorporated areas which are contiguous to their existing corporate limits when annexation takes place, upon the written and signed applications of all of the owners of all of the land to be annexed; and

WHEREAS, Christine and Derek Law are the owners (the "Owners") of real property located at 387 and 397 Colvin Drive (Parcel ID -- 127-02022000) in Land Lot 232 of the 2nd District (the "Property"); and,

WHEREAS, the City received an application for annexation (the "Annexation Application") from the Owners, dated April 3, 2019, a copy of which is attached hereto as Exhibit "A" and incorporated by reference, and legal descriptions are attached to said application of the lands to be annexed as Exhibit "B"; and

WHEREAS, because a preliminary investigation reveals that the Annexation Application was signed by one hundred percent of the landowners and accompanied by a complete description of the Property to be annexed, that the Property is contiguous to the municipal boundary of the City, that the Property is within the County, and that annexation will not create an unincorporated "island" as contemplated by O.C.G.A. § 36-36-1, et seq. (the "Act"), the Annexation Application and the requested annexation apparently satisfies the requirements of the Act; and

WHEREAS, continued investigation may reveal that annexation of the Property is in the best interests of the residents and property owners of both the area of the proposed annexation and the City; and

WHEREAS, the Property will maintain zoning of RA (residential agricultural); and

WHEREAS, The Mayor and City Council desire to notify the governing body of Henry County of acceptance of the Annexation Application, and to adopt an ordinance ("Annexation Ordinance") expressly authorizing the proposed annexation in order to fully and finally annex the Property into the municipal boundaries of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. **Acceptance of Applications.** The City Clerk is hereby authorized to formally accept the Annexation Application.
2. **Satisfaction of Conditions.** The City hereby confirms that, upon a preliminary investigation, the Annexation Application and the requested annexation apparently satisfies the requirements of the Act.
3. **Notification to County.** The Mayor and City Council now direct the City Attorney to notify the governing body of Henry County of its acceptance of said application in accordance with Section 36-36-6 of the Official Code of Georgia and intent to retain the current zoning classification or classifications of the Property.
4. **Authorization For City Clerk and City Attorney To Prepare Documents.** The City Clerk and City Attorney are authorized to prepare any other documents necessary to effectuate this Resolution.
5. **Consideration of Annexation Ordinances.** The Mayor or City Clerk is hereby authorized to place consideration of the Annexation Ordinance on the agenda for a public meeting of the City Council after all legal requirements have been satisfied.
6. **Effective Date.** This Resolution shall take effect immediately.
7. **Repeal of Inconsistent Provisions.** All resolutions are hereby repealed to the extent they are inconsistent herewith.

THIS RESOLUTION adopted this 1st day of July 2019.


ROBERT S. PRICE, Mayor

ATTEST:


MISTY SPAULDING, City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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

Ad No.: 612056

Name and File No.: PUBLIC HEARING 9/16/19

a true copy of which is hereto attached, was published in said newspaper on the following date(s):

08/28/19 Wed

Public Hearing Notice
City of Locust Grove
September 18, 2019
8:00 PM
Locust Grove Public
Safety Building
3848 Highway 42 South
Locust Grove, GA 30248

gricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 1206 Davis Lake Road (Parcel ID 127-01044000) containing approximately 1.2 +/- acres in Land Lot 248 of the 2nd District for the purpose of incorporating property in the City limits.

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 16, 2019 at 8:00 PM, will conduct public hearings for the purpose of the following:

The public hearing will be held in the Locust Grove Public Safety Building, located at 3840 Highway 42 South.

Bart Foster
Community Development
Director
City of Locust Grove
928-612056, 8/28

CONDITIONAL USE
CU-19-01-01 Tom Ellis, agent acting on behalf of Group Seven Sidsen, LLC, of Stockbridge, Georgia requests a conditional use for the purpose of allowing a financial institution (bank) with a drive-through configuration in the OI (office/institutional) zoning district for property located at 3300 Highway 42 South at the intersection of SR 42 and Market Place Boulevard (Parcel ID - 128-01020001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 2.8 +/- acres.

CU-19-01-02 Steven and Miranda Davis of Locust Grove, Georgia request a conditional use for the purpose of establishing a detached guest quarters on the property located at 91 Bowden Street (Parcel ID - 128-02014001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 3.5 +/- acres.

ANNEXATION AND REZONING

RZ-19-01-03 Christine Law and Derek Law request annexation and rezoning from RA (residential agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 387 and 387 Colvin Drive (Parcel ID 127-02022000) containing approximately 10.0 +/- acres in Land Lot 232 of the 2nd District for the purpose of incorporating property in the City limits.

RZ-19-01-04 Donna Price and Robert Shon Price request annexation and rezoning from RA (residential ag-

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

By Dawn Ward

Legal Advertising Clerk

Sworn and subscribed before me 08/28/19



Notary Public

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Bert Foster, who, after being duly sworn, testifies as follows:

1.

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

2.

On the 30th day of August 2019, I, Bert Foster, posted one (1) double-sided sign notifications on the Property advertising a public hearing on the request below to be heard by the Locust Grove City Council on the 16th day of September, 2019 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Said public hearing signs were posted at the following locations:

- A. 3300 Highway 42 South for a Conditional Use @ 1:35
- B. 91 Bowden Street for a Guest Quarters CU @ 1:30
- C. 1206 Davis Lake Road for a rezoning/annexation @ 1:20
- D. 387 and 397 Colvin Drive for a rezoning/annexation @ 1:15

Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

This 9th day of September 2019.


Affiant

Sworn and subscribed before me
this 9 day of September, 2019

Markeya Moore

Notary Public



Exhibit "A"
Sign Exhibits A through D

PUBLIC
NOTICE

CITY OF LINCOLN COUNTY
City Council Meeting
Public Hearing Session
September 16, 2016
7:00 PM

**ANNEXATION &
REZONING**

10000 Hwy 101 (Hwy 101)
10000 Hwy 101 (Hwy 101)
10000 Hwy 101 (Hwy 101)

DATE: September 16, 2016
TIME: 7:00 PM

For more information, please contact:
CITY CLERK
www.lincolncountyga.gov



Community Development Department

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

Item Coversheet

Item: An ordinance to rezone approximately 10 +/- acres located at 387 and 397 Colvin Drive.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: August 28, 2019 – newspaper
August 30, 2019 – sign

Budget Item: No

Date Received: May 2019

Workshop Date: September 16, 2019

Regular Meeting Date: October 7, 2019

Discussion:

A request for rezoning of approximately 10 acres of property located at 387 and 397 Colvin Drive (127-02022000). The property is zoned RA (residential agricultural) and will remain so if incorporated into the City.

The application was accepted by the City Council at the June 17, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their August 6, 2019 meeting.

Recommendation:

Staff recommends approval of this request.

I MOVE TO (approve/deny/table) THE ORDINANCE PERTAINING TO THE REQUEST FROM CHRISTINE AND DEREK LAW FOR REZONING OF 10 +/- ACRES LOCATED AT 387 AND 397 COVLIN DRIVE.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 10 ACRES LOCATED AT 387 AND 397 COLVIN DRIVE IN LAND LOT 232 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

WHEREAS, Christine and Derek Law (the “Applicants”) of Locust Grove, Georgia, requests rezoning for property located at 387 and 397 Colvin Drive (Parcel ID – 127-02022000) in Land Lot 232 of the 2nd District (the “Property”) as shown in the Boundary Survey attached hereto as **Exhibit A**; and,

WHEREAS, the Applicants have submitted an application to annex the Property into the City in May of 2019 that 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 Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on June 17, 2019; and,

WHEREAS, the Applicants request that the City Council rezone the Property from RA-County (residential agricultural) to RA-City (residential agricultural); and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on September 16, 2019 as well as by the City Community Development Director; and,

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

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

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

1.

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

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

2.

That the use of the Property is subject to:

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

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

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

3.

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

4.

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

SO ORDAINED by the Council of this City this 7th day of October 2019.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

G. L. CRUMBLEY, JR.

LAND LOT LINE

S. 88° 37' E.

251.12'

M.A.G.

I.P.P.

I.P.P.

II II

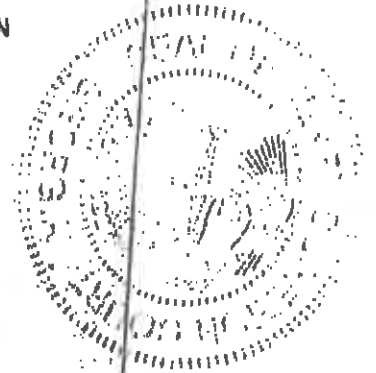
M. T. WILLARD

N. 0° 17' E.
1262.88'

S. 8° 48' E.
1234.70'

COLVIN

10.0
ACRES



152.107 DWGT
252.107 DWGT

COLVIN

DRIVE

204.0' TO CENTER
OF SOUTH BETHANY RD.

Filed in office this the 22
day of November 19 80
at Nashville, Tennessee
by *Barbara A. Harrison*
County Register

IS A TRUE AND EXACT COPY OF THE ORIGINAL WHICH APPEARS OF RECORD IN THIS OFFICE ON Pg. 108-1-1
IN WITNESS WHEREOF I HAVE
THIS 9 DAY OF Sept. 2015
ATTENDED SEN AND SIGNED
Barbara A. Harrison
BARBARA A. HARRISON - COUNTY REGISTER

SURREY MADE FOR JACK COLVIN	
517-100	517-100
26-801	26-801
LOT 1	LOT 1
NEW COUNTY	NEW COUNTY
ROWAN COUNTY	ROWAN COUNTY
2 RD. DISTRICT	2 RD. DISTRICT
52363	52363

EXHIBIT B



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-03

ANNEXATION & REZONING

Property Information

Tax ID	127-02022000
Location/address	Land Lot 232 of the 2 nd District 387 and 397 Colvin Drive
Parcel Size	Approximately 10 acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Single-family dwelling / Unincorporated Henry County
Future Land Use	Low-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Christine and Derek Law of Locust Grove, Georgia are the owners (the “Applicants”) of a tract of land located at 387 and 397 Colvin Drive seek to annex property into the incorporated limits of the City of Locust Grove in Land Lot 232 of the 2nd District (the “Subject Property”). The Subject Property is approximately 10 acres in size and contains a single-family residence on site along with accessory structures common to properties used for agricultural purposes.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove.

The City Council approved a *Resolution* to accept the application for annexation from the Applicants on June 17, 2019. The Director of Planning and Economic Development for Henry County confirmed via e-mail that the request for annexation was presented to the Henry County Board of Commissioners during their regular meeting on August 6, 2019 with no objections. The applicants request was reviewed by the Mayor and City Council at a Public Hearing on September 16, 2019 as well as by the City Community Development Director.



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-03

ANNEXATION & REZONING

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

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

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

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

(a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:

- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
- (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3*. Page 269.



REZONING EVALUATION REPORT

October 7, 2019

FILE: RZ-19-09-03

ANNEXATION & REZONING

- (3) **Consistency with the Land Use Plan.** Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (residential agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.

Recommendation

Staff recommends APPROVAL of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.



Overview



Legend

- Parcels
- Roads
- Cities

Parcel ID	127-02022000	Class	R	Owner	LAW CHRISTINE M &	Land Value:	\$88,600				
Property Address	387 COLVIN DR	Acres	9.634	Address	DEREKA	Building Value:	\$420,900	Last 2 Sales			
District	County/UnIncorp				387 COLVIN DR	Misc Value:	\$54,400	Date	Price	Reason	Qual
					LOCUST GROVE GA	Total Value:	\$563,900	4/18/2014	\$0	FAMILY/GIFT	U
					30248			4/17/2014	\$440,000	n/a	Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/24/2019
 Last Data Uploaded: 9/23/2019 11:22:40 PM

Developed by Schneider
 GEOSPATIAL

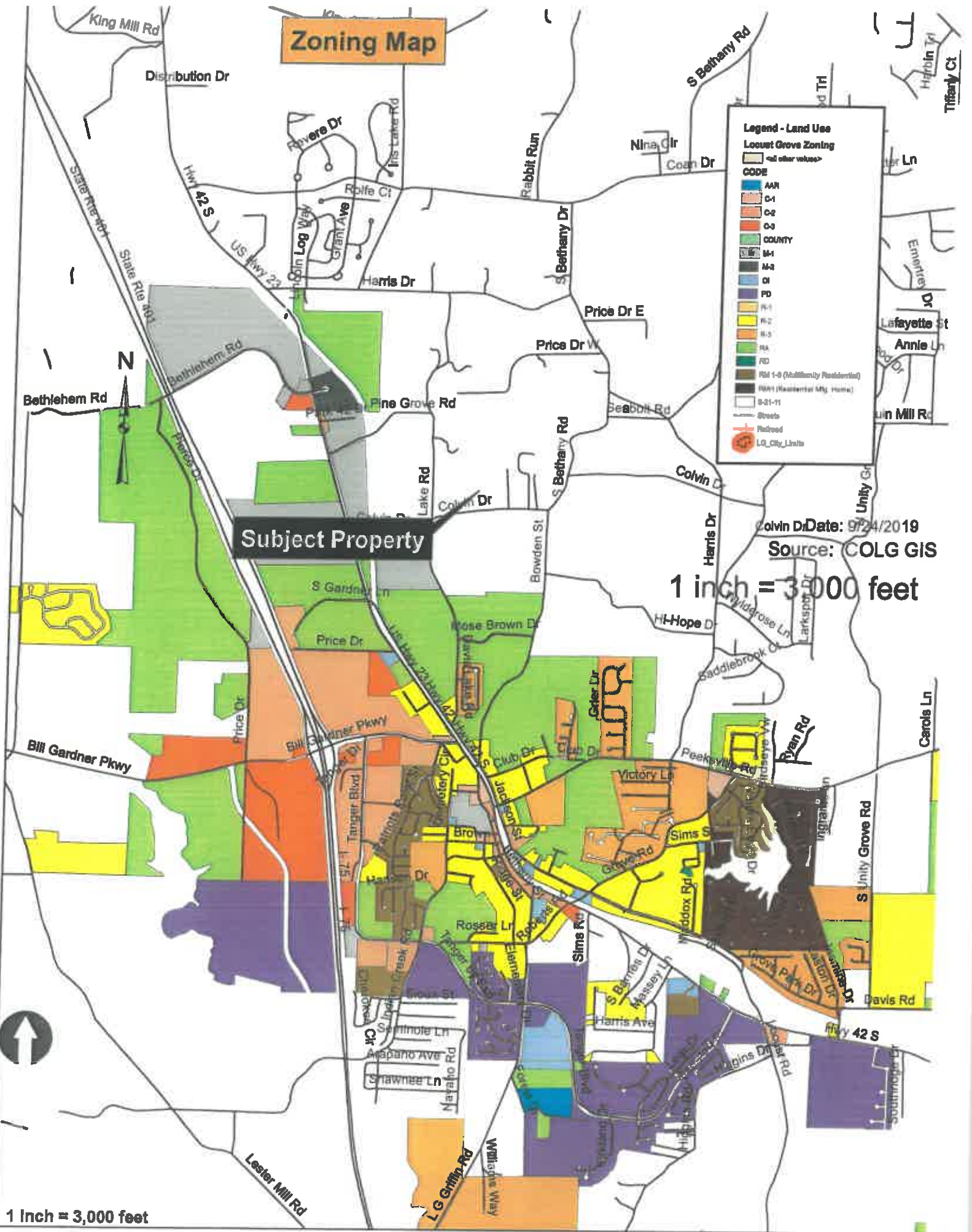
Zoning Map

Legend - Land Use
Locust Grove Zoning
 (all other values)
CODE
 AR
 C-1
 C-2
 C-3
COUNTY
 M-1
 M-2
 C1
 PD
 R-1
 R-2
 R-3
 RA
 RD
 R01-1-0 (Multifamily Residential)
 R01 (Residential Mfg. Home)
 S-1-11
 Street
 Railroad
 LG_City_Units

Subject Property

Date: 9/24/2019
 Source: COLG GIS

1 inch = 3000 feet



1 inch = 3,000 feet

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

Date of Submission: 4-3-19 ; revised 7-8-19

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

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

OWNERS NAME(S) Christine Law
Berek Law

PROPERTY LOCATION 387 : 397 Colvin Mr.
Locust Grove, GA 30248

PHONE NUMBER 404-925-2538



ALTERNATE PHONE 470-723-6783

LAND LOT/DISTRICT 232 / 2

ACREAGE 10

MAP CODE NO. 127-02022000

ZONING CLASSIFICATION RA - residential agricultural

SIGNATURE(S)  Date 7/8/19
 Date 7/8/19

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

APPLICATION FOR ANNEXATION UNDER THE
SIXTY PERCENT (60%) METHOD
LAND OWNERS ONLY

Date of Submission : 4/3/19

To the Mayor and City Council of Locust Grove, Georgia

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

OWNER NAME(S) Christine Law
Derek Law

PROPERTY LOCATION 387 & 397 Colvin Drive
Locust Grove, GA 30248

PHONE NUMBER 404-925-2538

ALTERNATE PHONE 470-723-6783

LAND LOT/DISTRICT 232 2

ACREAGE 10

MAP CODE NO. _____

ZONING CLASSIFICATION RA

SIGNATURE(S) [Signature] Date 4/3/19
[Signature] Date 4/3/19

All property owners must sign as their name appears on the Deed.
FORM 3

01303
0107

1303
107
Atlanta

Form 19-1

WARRANTY DEED

STATE OF Georgia COUNTY OF Henry

THIS INDENTURE, Made the 22nd day of May, in the year one thousand nine hundred ninety-one, between
Max Mix

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

Ronnie S. Cox

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 231 & 232, 2nd District, Henry County, Georgia, containing 2.00 acres, and being part of property shown in Plat Book 8, Page 158, Clerk of Superior Court, Henry County, Georgia, and being more particularly described as follows:

Beginning at a point in the center of Colvin Drive, said point being located 1582.2' East of the intersection of the centerline of Colvin Drive with the centerline of South Bethany Road; thence N 08°48'W for a distance of 674.32' to an iron pin; thence S 83°44'W for a distance of 130.13' to an iron pin; thence N 08°48'W for a distance of 195.15' to an iron pin; thence N 81°12'E for a distance of 200.00' to an iron pin; thence S 08°48'E for a distance of 878.34' to a point in the center of Colvin Drive; thence S 83°44'W along the centerline of Colvin Drive for a distance of 70.07' to the Point of Beginning.

REC'D IN CLERK'S OFFICE
PAGE 107
DATE FILED 6-13-91
JUN 13 3 22 PM '91

HENRY COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 8.00
DATE 6-13-91
Clerk of Superior Court

FILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

sealed and delivered in presence of:

Carol Moore (Seal)
Max Mix (Seal)
Notary Public, Clayton County, Georgia
By Commission Expires September 26, 1994.
L.I.C. of Clayton County, Georgia (Seal)

8507

RETURN TO:
WISSELS & DIXON, P.C.
175 CORPORATE CENTER DR., STB A
STOCKBRIDGE, GA 30281

14-0213



Doc ID: 010740410008 Type: WD
Recorded: 06/16/2014 at 09:36:46 AM
Fee Amt: \$14.00 Page 1 of 3
Transfer Tax: \$0.00
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 13572 Pg 265-267

DRAW DEED ONLY-NO TITLE SEARCH

JOINT TENANCY
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HENRY

PT-61 075-20 14 - 3004

Note: Scrivener drafted Deed only at the request of the parties, did not perform a title search and therefore does not warranty in any manner whatsoever the chain of title including but not limited to the following, to wit: the record title holder, liens, judgments, easements or rights of persons in possession thereof.

THIS INDENTURE, made this 18TH day of April in the year of our Lord Two Thousand Fourteen between Christine Marie Law, of the State of Georgia and County of Henry of the first part and Christine Marie Law and Derek A. Law, As Joint Tenants with the Right of Survivorship of the State of Georgia and County of Henry of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other goods and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, sell and convey unto the said party of the second part his heirs and assigns:

XV

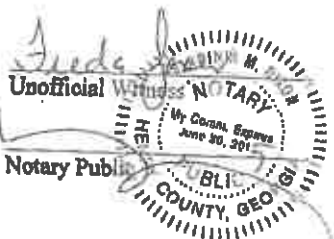
SEE EXHIBIT 'A' AND EXHIBIT 'B' ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION HEREIN.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said party of the second part heirs, successors and assigns, forever, IN FREE SIMPLE,

And the said party of the first part, for his heirs, successors, executors and administrators will warrant and forever defend the right and title to the above described property subject to permitted exceptions, unto the said party of the second part, his heirs, successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal, the said date and year above written.

Signed, sealed and delivered in the presence of



Christine Marie Law
Christine Marie Law (SEAL)

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 231 and 232 of the 2nd Land District of Henry County, Georgia, containing 10 acres of land, according to a survey made for Jack Colvin, dated August 29, 1980, as prepared by Joe Rowan, Jr., Henry County, Surveyor of record in Plat Book 8, Page 158, Office of the Clerk of Superior Court, Henry County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description

LESS AND EXCEPT that certain Real Property described in Warranty Deed to Orman L. House dated 10/15/1985 and filed for record in Deed Book 664 Page 111 and re-recorded at Deed Book 777 Page 246, Henry County, Georgia Records, which description is incorporated herein by reference thereto

LESS AND EXCEPT that certain Real Property described in Warranty Deed to Bonnie S. Cox dated 05/22/1991 and filed for record in Deed Book 1303 Page 1074, Henry County, Georgia Records, which description is incorporated herein by reference thereto

And

All that tract or parcel of land lying and being in Land Lots 231 and 232 of the 2nd District, Henry County, Georgia, as per plat of survey prepared by W. R. Franks & Associates for George B. Garrison and dated December 4, 1986 and being more particularly described as follows:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, commence at a reference point located at the intersection of the centerline of South Bethany Road with the centerline of Colvin Drive; thence from said reference point in a Easterly direction following the centerline of Colvin Drive a distance of 1,204.0 feet to a point and the TRUE POINT OF BEGINNING; thence North 0° 17' East a distance of 100.0 feet to an iron pin found; thence North 86° 40' minutes East a distance of 240.5 feet to an iron pin found; thence South 12° 12' 36" East a distance of 299.18 feet to a point located on the centerline of Colvin Drive; thence South 83° 44' West a distance of 60 feet; thence South 86° 40' West a distance of 240.5 feet to a point and the TRUE POINT OF BEGINNING.

EXHIBIT 'B'

All that tract or parcel of land lying and being in Land Lots 231 and 232, 2nd District, Henry County, Georgia, containing 2.00 acres and being part of property shown in Plat Book 8, page 158, Clerk of Superior Court, Henry County, Georgia and being more particularly described as follows:

Beginning at a point in the center of Colvin Drive, said point being located 1,582.2 feet east of the intersection of the centerline of Colvin Drive with the centerline of South Bethany Road; thence north 08 degrees 48 minutes west for a distance of 674.32 feet to an iron pin; thence south 83 degrees 44 minutes west for a distance of 130.13 feet to an iron pin; thence north 08 degrees 48 minutes west for a distance of 195.15 feet to an iron pin; thence north 81 degrees 12 minutes east for a distance of 200.00 feet to an iron pin; thence south 08 degrees 48 minutes east for a distance of 878.34 feet to a point in the center of Colvin Drive; thence south 83 degrees 44 minutes west along the centerline of Colvin Drive for a distance of 70.07 feet to the Point of Beginning. Being known as 397 Colvin Drive according to the present system of numbering in Henry County, Georgia.



CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5043 Fax: (770) 954-1223

July 5, 2019

MAYOR
Robert Price

COUNCIL
Vernon Ashe
Keith Boone
Randy Gardner
Carlos Greer
Otis Hammock
Willie J. Taylor

CITY MANAGER
Tim Young

CITY CLERK
Misty Titshaw

Chairwoman June Wood
Henry County Board of Commissioners
140 Henry Parkway
McDonough, GA 30253

Re: *Notice of applications annexation into City of Locust Grove, GA*

Parcel 1: Christine/Derek Low Tract, 10 +/- acres, Parcel 127-02022000

Parcel 2: Donna/Robert Price Tract, 11.8 acres, Parcel 127-01044000

Dear Chair Wood:

On behalf of the governing body of the City of Locust Grove, Georgia, Henry County is hereby notified that the City has accepted applications for annexation of the above referenced properties pursuant to the 100% Method under O.C.G.A. § 36-36-21.

Attached hereto is a copy of the City's resolution accepting the annexation applications, which attach legal descriptions of the properties and a county tax map identifying the properties. All of the properties to be annexed lie in Henry County and are contiguous with the City boundaries.

Should the properties be annexed, they will be annexed with their current zoning classifications.

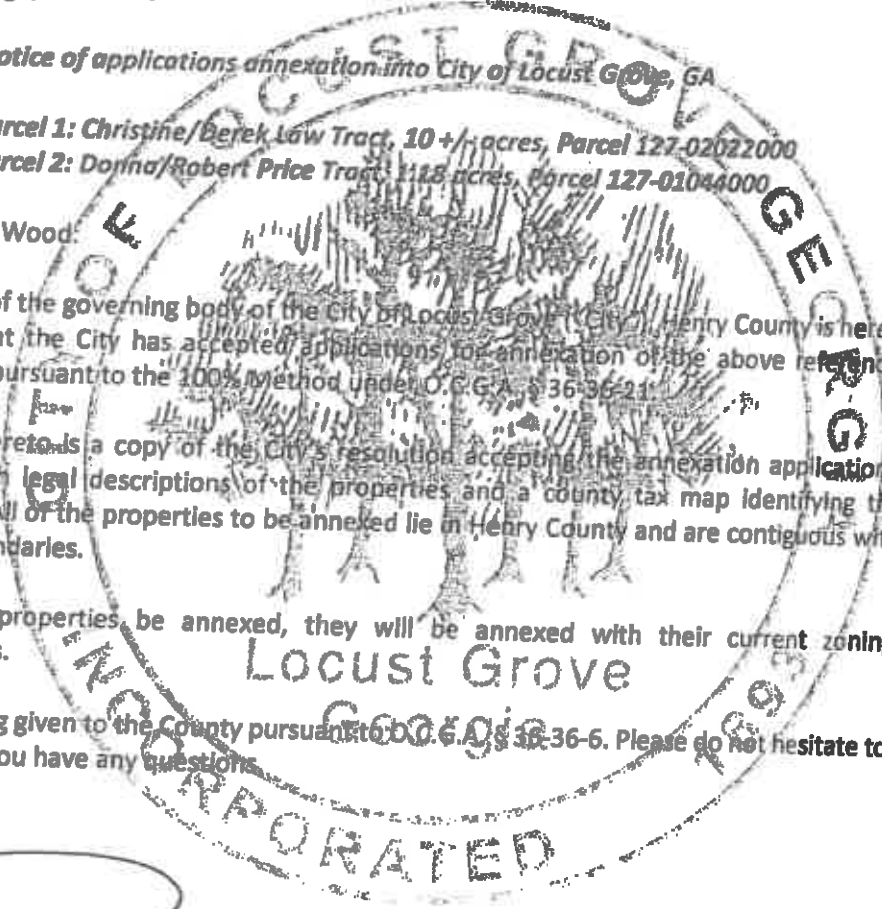
Notice is being given to the County pursuant to O.C.G.A. § 36-36-6. Please do not hesitate to contact us if you have any questions.

Sincerely,

Tim Young, City Manager

CC: Cheri Hobson-Matthews, County Manager
Robert Price, Mayor
Smith Welch Webb and White, City Attorney

Attachments



in The Name



CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5043 Fax: (770) 954-1223

MAYOR
Robert Price

COUNCIL
Vernon Ashe
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Randy Gardner
Carlos Greer
Otis Hammock
Willie J. Taylor

CITY MANAGER
Tim Young

CITY CLERK
Misty Titshaw

July 5, 2019

Chairwoman June Wood
Henry County Board of Commissioners
140 Henry Parkway
McDonough, GA 30253

Re: Notice of applications annexation into City of Locust Grove, GA

Parcel 1: Christine/Derek Law Tract, 10 +/- acres, Parcel 127-02022000

Parcel 2: Donna/Robert Price Tract, 11.8 acres, Parcel 127-01044000

Dear Chair Wood:

On behalf of the governing body of the City of Locust Grove, Georgia, Henry County is hereby notified that the City has accepted applications for annexation of the above referenced properties pursuant to the 100% Method under O.C.G.A. § 36-36-2.

Attached hereto is a copy of the City's resolution accepting the annexation applications, which attach legal descriptions of the properties and a county tax map identifying the properties. All of the properties to be annexed lie in Henry County and are contiguous with the City boundaries.

Should the properties be annexed, they will be annexed with their current zoning classifications.

Notice is being given to the County pursuant to O.C.G.A. § 36-36-6. Please do not hesitate to contact us if you have any questions.

Sincerely,


Tim Young, City Manager

CC: Cheri Hobson-Matthews, County Manager
Robert Price, Mayor
Smith Welch Webb and White, City Attorney

Attachments

... in The Grove

RESOLUTION 19-07-056

A RESOLUTION TO ACCEPT AN APPLICATION FROM CHRISTINE AND DEREK LAW FOR ANNEXATION OF 10.0 +/- ACRES PURSUANT TO O.C.G.A. §36-36-20, ET SEQ.; TO CONFIRM THAT THE APPLICATION SATISFIES CERTAIN CONDITIONS UNDER STATE LAW; TO DIRECT THE CITY ATTORNEY TO NOTIFY HENRY COUNTY OF THE PROPOSED ANNEXATION; TO PROVIDE 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, Georgia law permits municipalities to annex unincorporated areas which are contiguous to their existing corporate limits when annexation takes place, upon the written and signed applications of all of the owners of all of the land to be annexed; and

WHEREAS, Christine and Derek Law are the owners (the "Owners") of real property located at 387 and 397 Colvin Drive (Parcel ID - 127-02022000) in Land Lot 232 of the 2nd District (the "Property"); and,

WHEREAS, the City received an application for annexation (the "Annexation Application") from the Owners, dated April 3, 2019, a copy of which is attached hereto as Exhibit "A" and incorporated by reference, and legal descriptions are attached to said application of the lands to be annexed as Exhibit "B"; and

WHEREAS, because a preliminary investigation reveals that the Annexation Application was signed by one hundred percent of the landowners and accompanied by a complete description of the Property to be annexed, that the Property is contiguous to the municipal boundary of the City, that the Property is within the County, and that annexation will not create an unincorporated "island" as contemplated by O.C.G.A. § 36-36-1, et seq. (the "Act"), the Annexation Application and the requested annexation apparently satisfies the requirements of the Act; and

WHEREAS, continued investigation may reveal that annexation of the Property is in the best interests of the residents and property owners of both the area of the proposed annexation and the City; and

WHEREAS, the Property will maintain zoning of RA (residential agricultural); and

WHEREAS, The Mayor and City Council desire to notify the governing body of Henry County of acceptance of the Annexation Application, and to adopt an ordinance ("Annexation Ordinance") expressly authorizing the proposed annexation in order to fully and finally annex the Property into the municipal boundaries of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. **Acceptance of Applications.** The City Clerk is hereby authorized to formally accept the Annexation Application.
2. **Satisfaction of Conditions.** The City hereby confirms that, upon a preliminary investigation, the Annexation Application and the requested annexation apparently satisfies the requirements of the Act.
3. **Notification to County.** The Mayor and City Council now direct the City Attorney to notify the governing body of Henry County of its acceptance of said application in accordance with Section 36-36-6 of the Official Code of Georgia and intent to retain the current zoning classification or classifications of the Property.
4. **Authorization For City Clerk and City Attorney To Prepare Documents.** The City Clerk and City Attorney are authorized to prepare any other documents necessary to effectuate this Resolution.
5. **Consideration of Annexation Ordinance.** The Mayor or City Clerk is hereby authorized to place consideration of the Annexation Ordinance on the agenda for a public meeting of the City Council after all legal requirements have been satisfied.
6. **Effective Date.** This Resolution shall take effect immediately.
7. **Repeal of Inconsistent Provisions.** All resolutions are hereby repealed to the extent they are inconsistent herewith.

THIS RESOLUTION adopted this 1st day of July 2019.


ROBERT S. FRICK, Mayor

ATTEST:


MISTY SPAULDING, City Clerk

APPROVED AS TO FORM:

(scal)

City Attorney

EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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

Ad No.: 612056
Name and File No.: PUBLIC HEARING 9/16/19
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
08/28/19 Wed

Public Hearing Notice
City of Locust Grove
September 16, 2019
6:30 PM
Locust Grove Public
Safety Building
3840 Highway 42 South
Locust Grove, GA 30248

agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 1206 Davis Lake Road (Parcel ID 127-01044000) containing approximately 1.2 +/- acres in Land Lot 248 of the 2nd District for the purpose of incorporating property in the City limits.

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 16, 2019 at 6:30 PM, will conduct public hearings for the purpose of the following:

The public hearing will be held in the Locust Grove Public Safety Building, located at 3840 Highway 42 South.

Bart Foster
Community Development
Director
City of Locust Grove
828-612056, 8/28

CONDITIONAL USE
CU-19-09-01 Tom Ellis, agent acting on behalf of Group Seven Sison, LLC, of Stockbridge, Georgia requests a conditional use for the purpose of allowing a financial institution (bank) with a drive-through configuration in the OI (office/institutional) zoning district for property located at 3300 Highway 42 South at the intersection of SR 42 and Market Place Boulevard (Parcel ID - 128-01020001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 2.8 +/- acres.

CU-19-09-02 Steven and Miranda Davis of Locust Grove, Georgia request a conditional use for the purpose of establishing a detached guest quarters on the property located at 91 Bowden Street (Parcel ID - 128-02014001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 3.5 +/- acres.

ANNEXATION AND REZONING
RZ-19-09-03 Christine Law and Derek Law request annexation and rezoning from RA (residential agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 387 and 397 Colvin Drive (Parcel ID 127-02022000) containing approximately 10.0 +/- acres in Land Lot 232 of the 2nd District for the purpose of incorporating property in the City limits.

RZ-19-09-04 Donna Price and Robert Shon Price request annexation and rezoning from RA (residential ag-

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

By Dawn Ward
Legal Advertising Clerk

Sworn and subscribed before me 08/28/19



Notary Public

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Bert Foster, who, after being duly sworn, testifies as follows:

1.

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

2.

On the 30th day of August 2019, I, Bert Foster, posted one (1) double-sided sign notifications on the Property advertising a public hearing on the request below to be heard by the Locust Grove City Council on the 16th day of September, 2019 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Said public hearing signs were posted at the following locations:

- A. 3300 Highway 42 South for a Conditional Use @ 1:35
- B. 91 Bowden Street for a Guest Quarters CU @ 1:30
- C. 1206 Davis Lake Road for a rezoning/annexation @ 1:20
- D. 387 and 397 Colvin Drive for a rezoning/annexation @ 1:15

Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

This 9th day of September 2019.

Affiant

Sworn and subscribed before me
this 9 day of September, 2019

Mareya Moore

Notary Public



Exhibit "A"
Sign Exhibits A through D

PUBLIC City of Lovett Grove
City Council Meeting
Public Hearing Notice
Ordinance No. 10-11
**ANNEXATION &
REZONING**
The City Manager
10000 Lovett Grove Road
Mesa, Arizona 85208
Date: January 18, 2011
Time: 6:30 PM
NOTICE www.lovettgrove.com



Community Development Department

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

Item Coversheet

Item: A Conditional Use request for the purpose of adding a detached guest quarters to an existing single-family residence in the RA (Residential Agricultural) zoning district.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: August 28, 2019

Budget Item: No

Date Received: August 9, 2019

Workshop Date: September 16, 2019

Regular Meeting Date: October 7, 2019

Summary:

Steven and Miranda Davis requests conditional use for property located at 91 Bowden Street (Parcel ID 128-02014001) in Land Lot 200 of the 2nd District. The property is 3.48 +/- acres and is currently zoned RA (Residential Agricultural). The request is to permit the addition of a Guest Quarters.

Article VII, Schedule of District Regulations, Section 3-7-142 (3)(b), Uses common to all single-family residential districts, "Guest quarters or employee quarters are a permitted use with an approved conditional use granted by the City of Locust Grove City Council provided that no more than one unit shall be permitted on a lot and this unit shall be in the rear yard. The lot on

which such use is established shall meet the minimum area requirements for a two-family dwelling. These quarters shall not be used as rental property.”

The subject property is located within Tussahaw Creek Reservoir Water Supply Watershed District. All established measures to protect the quality and quantity of the present and future water supply of the city, to minimize the transport of pollutants and sediment to the water supply, and to maintain the yield of the water supply watershed shall apply where applicable.

	<i>Current Zoning</i>	<i>Current Land Use</i>
North	RA (Residential-Agricultural)	Single-Family Residence
South	R2 (Single-Family Residential)	Single-Family Residence
East	RA (Residential-Agricultural) R2 (Single-Family Residential)	Single-Family Residence
West	RA (Residential-Agricultural)	Single-Family Residence

Source: City of Locust Grove Official Zoning Map, adopted 2016

The subject property is located within an existing single-family residential neighborhood, having similar nearby uses.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE APPLICANTS REQUEST WITH THE FOLLOWING CONDITIONS:

- 1. The Guest Quarters shall comply with the intent of the Mixed Historic Neighborhood future land use designation having similar architectural style as the existing historic residential buildings of this district.**
- 2. No occupancy of the guest quarters shall occur until after a certificate of occupancy has been issued for the primary dwelling.**



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-02

DETACHED GUEST QUARTERS

Property Information	
Tax ID	128-02014001
Location/address	91 Bowden Street; west side of Bowden Street east of the intersection of Jackson Street and Bowden Street in Land Lot 200 of the 2nd District
Parcel Size	3.48 +/- acres
Current Zoning	RA (Residential Agricultural)
Request	The applicant is requesting a Conditional Use for the purpose of adding a detached guest quarters to the subject property
Proposed Use	Detached Guest Quarters
Existing Land Use	Single-family residential
Future Land Use	Mixed Historic Neighborhood
Recommendation	Approval with conditions

Summary

Steven and Miranda Davis requests conditional use for property located at 91 Bowden Street (Parcel ID 128-02014001) in Land Lot 200 of the 2nd District. The property is 3.48 +/- acres and is currently zoned RA (Residential Agricultural). The request is to permit the addition of a Guest Quarters.

Article VII, Schedule of District Regulations, Section 3-7-142 (3)(b), Uses common to all single-family residential districts, "Guest quarters or employee quarters are a permitted use with an approved conditional use granted by the City of Locust Grove City Council provided that no more than one unit shall be permitted on a lot and this unit shall be in the rear yard. The lot on which such use is established shall meet the minimum area requirements for a two-family dwelling. These quarters shall not be used as rental property."

The subject property is located within Tussahaw Creek Reservoir Water Supply Watershed District. All established measures to protect the quality and quantity of the present and future water supply of the city, to minimize the transport of pollutants and sediment to the water supply, and to maintain the yield of the water supply watershed shall apply where applicable.



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-02

DETACHED GUEST QUARTERS

	<i>Current Zoning</i>	<i>Current Land Use</i>
North	RA (Residential-Agricultural)	Single-Family Residence
South	R2 (Single-Family Residential)	Single-Family Residence
East	RA (Residential-Agricultural) R2 (Single-Family Residential)	Single-Family Residence
West	RA (Residential-Agricultural)	Single-Family Residence

Source: City of Locust Grove Official Zoning Map, adopted 2016

The subject property is located within an existing single-family residential neighborhood, having similar nearby uses.

Service Delivery / Infrastructure

Water and Sewer: Water and sanitary sewer services are provided by the City of Locust Grove. There are adequate pressures and flows in the area to serve this request. Any upgrades to the systems resulting from this request will be the responsibility of the Applicant prior to occupancy.

Police Services: The subject property lies in a well-established residential neighborhood. The Locust Grove Police Department will continue to perform regular patrols of the area.

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

Transportation Impacts: Staff does not anticipate there being a noticeable impact to the transportation system as a result of granting this request. The subject property is located within an established low-density residential neighborhood having one indirect access point to State Route 42 and an additional access point to Jackson Street.

Criteria for Evaluation of Request

Section 17.04.315 Procedure for Hearing before City Council.

(a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:

- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: The request, if granted, will introduce a guest quarters to a general residential neighborhood district. This use is permitted with an approved conditional use. The use will not introduce any character not consistent with the existing character area.



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-02

DETACHED GUEST QUARTERS

(2) **The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter.** Discussion: The request appears consistent with the applicable zoning district, as it is located within the residential agricultural (RA) zoning district with adequate vehicular accessibility and single-family residential parking.

(3) **Consistency with the Land Use Plan.** Discussion: The request is consistent with the future land use plan for this area; however, a conditional use is required.

(4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: Impacts on the existing transportation infrastructure will be minor due primarily to the request being located within a low-density residential neighborhood having one indirect access point to State Route 42 and an additional access point to Jackson Street.

(5) **The impact of the proposed amendment on adjacent thoroughfares, pedestrian and vehicular circulation and traffic volumes.** Discussion: There is little additional impact with this request in terms of vehicular circulation.

(6) **The impact upon adjacent property owners should the request be approved.** Discussion: Impacts on adjacent property owners should be minimal given the fact that the request is an accessory dwelling use permitted with an approved conditional use in the RA zoning district.

(7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: The subject property is zoned and already developed for single-family residential use within the RA (Residential Agricultural) zoning district. Any use that is permitted by right or with an approved conditional use in the RA zoning district allows the subject property to be developed as it is presently zoned.

(8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: This site is already developed as an existing single-family residence. There are no known physical conditions on the property that would preclude the guest quarters from being constructed on the subject property.

(9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with the City of Locust Grove's zoning ordinance and Future Land Use Map.



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-02

DETACHED GUEST QUARTERS

Recommendation

Staff recommends approval of the request with the following conditions:

1. The Guest Quarters shall comply with the intent of the Mixed Historic Neighborhood future land use designation having similar architectural style as the existing historic residential buildings of this district.
2. No occupancy of the guest quarters shall occur until after a certificate of occupancy has been issued for the primary dwelling.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE CONDITIONAL USE REQUEST FOR A DETACHED GUEST QUARTERS IN ACCORDANCE WITH CHAPTER 17.04 OF THE LOCUST GROVE CITY CODE; TO PROVIDE CONDITIONS FOR APPROVAL; TO IDENTIFY A PUBLIC PURPOSE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

W I T N E S S E T H :

WHEREAS, the City of Locust Grove, Georgia (“City”) adopted Chapter 17.04 (“Chapter”) entitled “Zoning Code”, and;

WHEREAS, the purpose of the Chapter is to regulate permitted land uses, 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, Steven and Miranda Davis (“Applicant”) submitted an application for Conditional Use (“Applicant Request”) on August 9, 2019, and;

WHEREAS, Steven and Miranda Davis requests conditional use for property located at 91 Bowden Street (Parcel ID 128-02014001) in Land Lot 200 of the 2nd District. The property is 3.48 +/- acres and is currently zoned RA (Residential Agricultural).

WHEREAS, all City and State requirements for legal advertisement and public hearing have been met; and

WHEREAS, the Community Development Department reviewed the request and submitted a report that is part of the public record; and

WHEREAS, the requested conditional use is permitted in the RA zoning district with an approved conditional use; and

WHEREAS, the City County 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 conditional use to be in the best interests of the citizens of the City, that this Resolution be adopted.

NOW, THEREFORE BE IT ORDAINED, that the Locust Grove City Council approves the applicant’s request with the following conditions:

1. The Guest Quarters shall comply with the intent of the Mixed Historic Neighborhood future land use designation having similar architectural style as the existing historic residential buildings of this district.
2. No occupancy of the guest quarters shall occur until after a certificate of occupancy has been issued for the primary dwelling.

THIS ORDINANCE adopted this 7th day of October 2019.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
 PLAT ERROR OF CLOSURE = 1' IN 151,612'
 FIELD ERROR OF CLOSURE = N/A - OPEN END
 EQUIPMENT USED
 TOFCON-GTS
 10-27-17
 FIELD WORK COMPLETED

THIS PLAT SUPERCEDES PB 51 PG 238

APPROVED FOR RECORDING

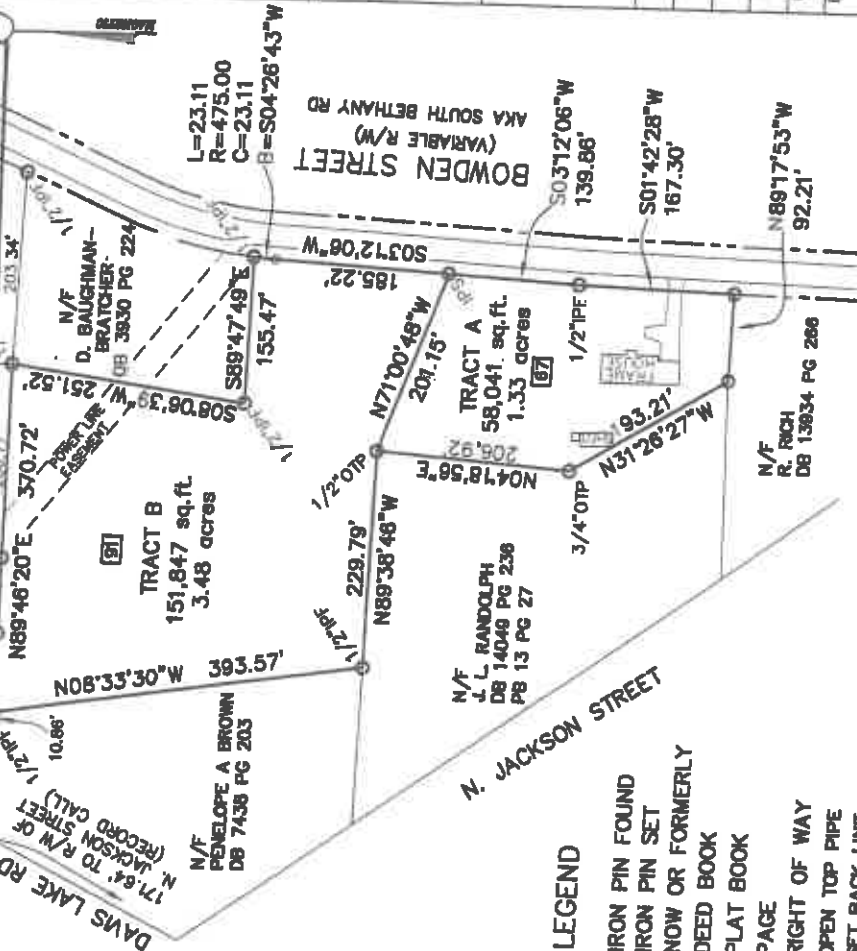
City of Locust Grove
 Community Development Department

COTTAGE GROVE SUBSP.
 PG 45 DB 27-27

N/F
 BARNES ESTATE
 DB 7300 PG 169

Date
 5/21/19

Director



LEGEND

- IPF IRON PIN FOUND
- IPS IRON PIN SET
- N/F NOW OR FORMERLY
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- R/W RIGHT OF WAY
- OTP OPEN TOP PIPE
- SBL SET BACK LINE

THIS PROPERTY : ZONED RA
 IS ON THE CITY WATER SYSTEM.
 IS ON A PAVED ROAD.
 IS NOT PART OF A SUBDIVISION.
 IS NOT IN A WETLAND AREA.
 IS NOT IN A WATERSHED PROTECTION AREA
 DOES NOT CONTAIN ANY BODIES OF WATER

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67



GA. REG. LS. LIC. NO. 2567
 5-13-19 DATE

AS PER FLOOD INSURANCE RATE MAP OF HENRY COUNTY, GA. COMMUNITY PANEL NO. 13151C0276D THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE, DATED 10-06-2016

SETBACKS:
 FRONT 75'
 SIDE 20'
 REAR 40'



REvised PER CITY COMMENTS 5-13-19

GRAPHIC SCALE (IN FEET)



BURTON &
 ASSOCIATES
 LLC

1740 Hudson Bridge Rd
 Suite: 1226
 Stockbridge, Ga. 30281
 Tel (404) 867-8332
 bda@bcallsouth.net

RETRACEMENT SURVEY
 & PARCEL DIVISION
 PARCEL ID#
 A 128-02014000
 B 128-02014001
 CLIENT

LESLIE
 UPCHURCH

LAND LOT(S)	200
DISTRICT(S)	2
CITY	LOCUST GROVE
COUNTY(S)	HENRY
DATE	11-04-17
DRAWN BY	WEB
SCALE	1"=200'
JOB NUMBER	102717UP



Overview



Legend

-  Parcels
-  Roads

Parcel ID	128-02014000	Class	R	Owner	UPCHURCH LESLIE R	Land Value:	\$45,200								
Property Address	67 BOWDEN ST	Class	R	Address	67 BOWDEN ST	Building Value:	\$146,900	Last 2 Sales							
District	City/LocustGrove	Acreage	4.91	Address	LOCUST GROVE GA	Misc Value:	\$0	Date	7/25/2005	Price	\$0	Reason	n/a	Qual	U
				Address	30248	Total Value:	\$192,100	Date	9/24/2002	Price	\$0	Reason	n/a	Qual	U

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/24/2019
 Last Data Uploaded: 9/23/2019 11:22:40 PM

Developed by  Schneider
 GEOSPATIAL

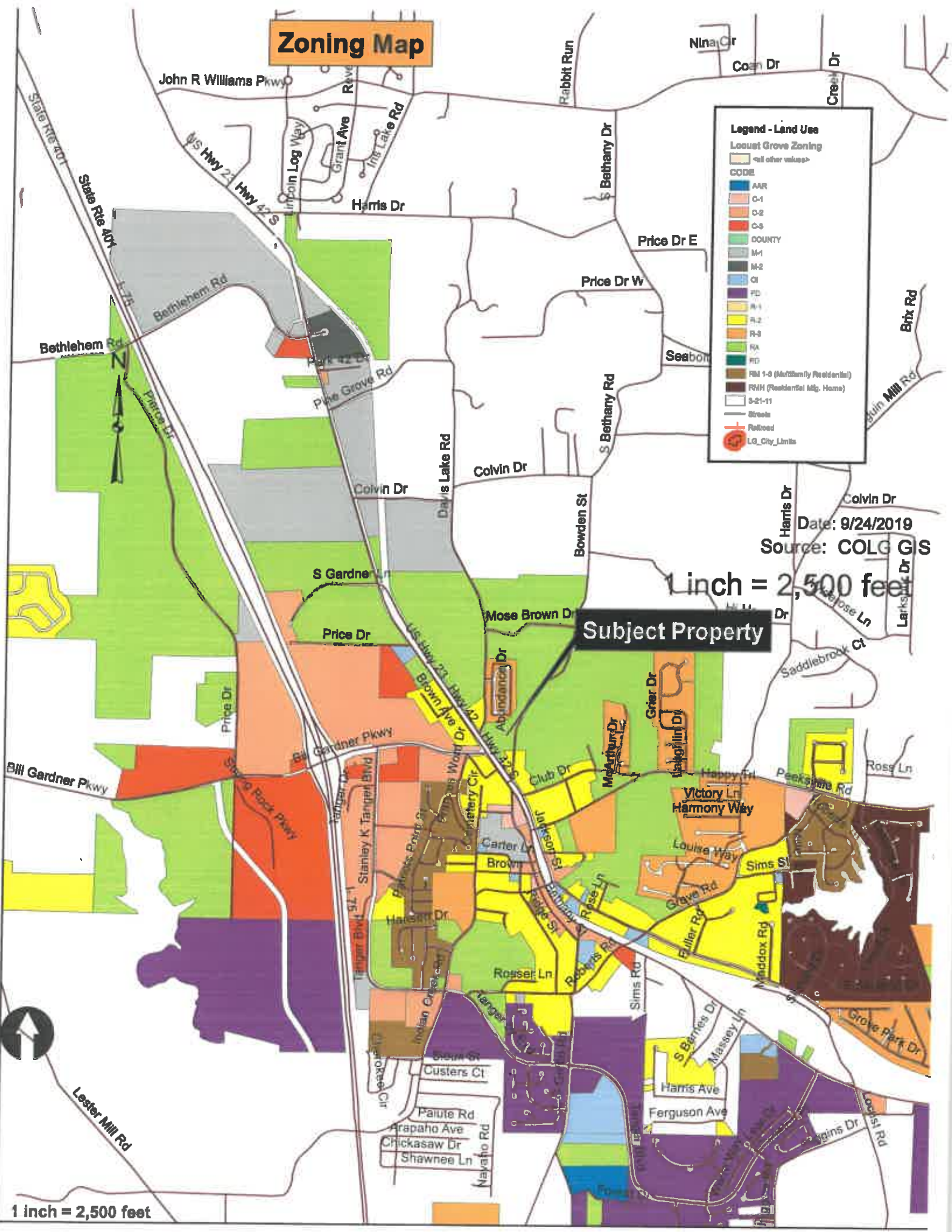
Zoning Map

Legend - Land Use

Locust Grove Zoning
 (all other values)

CODE	Color
AAR	Blue
C-1	Light Orange
C-2	Orange
C-3	Red
COUNTY	Light Green
M-1	Dark Green
M-2	Black
O1	Light Blue
PD	Purple
R-1	Yellow
R-2	Light Yellow
R-3	Light Green
RA	Light Green
RD	Dark Green
RM 1-3 (Multifamily Residential)	Brown
RMH (Residential Mfg. Home)	Dark Brown
S-21-11	White

Streets
 Railroad
 LG_City_Limits



Date: 9/24/2019
 Source: COLG GIS

1 inch = 2,500 feet

Subject Property

1 inch = 2,500 feet

FUTURE LAND USE MAP

Legend - Land Use

FLUM2016

- <all other values>
- Gateway Town Center
- Central Business District
- Mixed Historic Neighborhood
- Mixed Use Neighborhood
- Mixed Use District
- Office
- Professional/Institutional
- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Very High Density - County
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Commercial - County
- Service Commercial
- Industrial
- Trans., Comm., Utilities
- Parks, Recreation, Conserv.

8-21-11

Streets

Railroad

LG_City_Limits

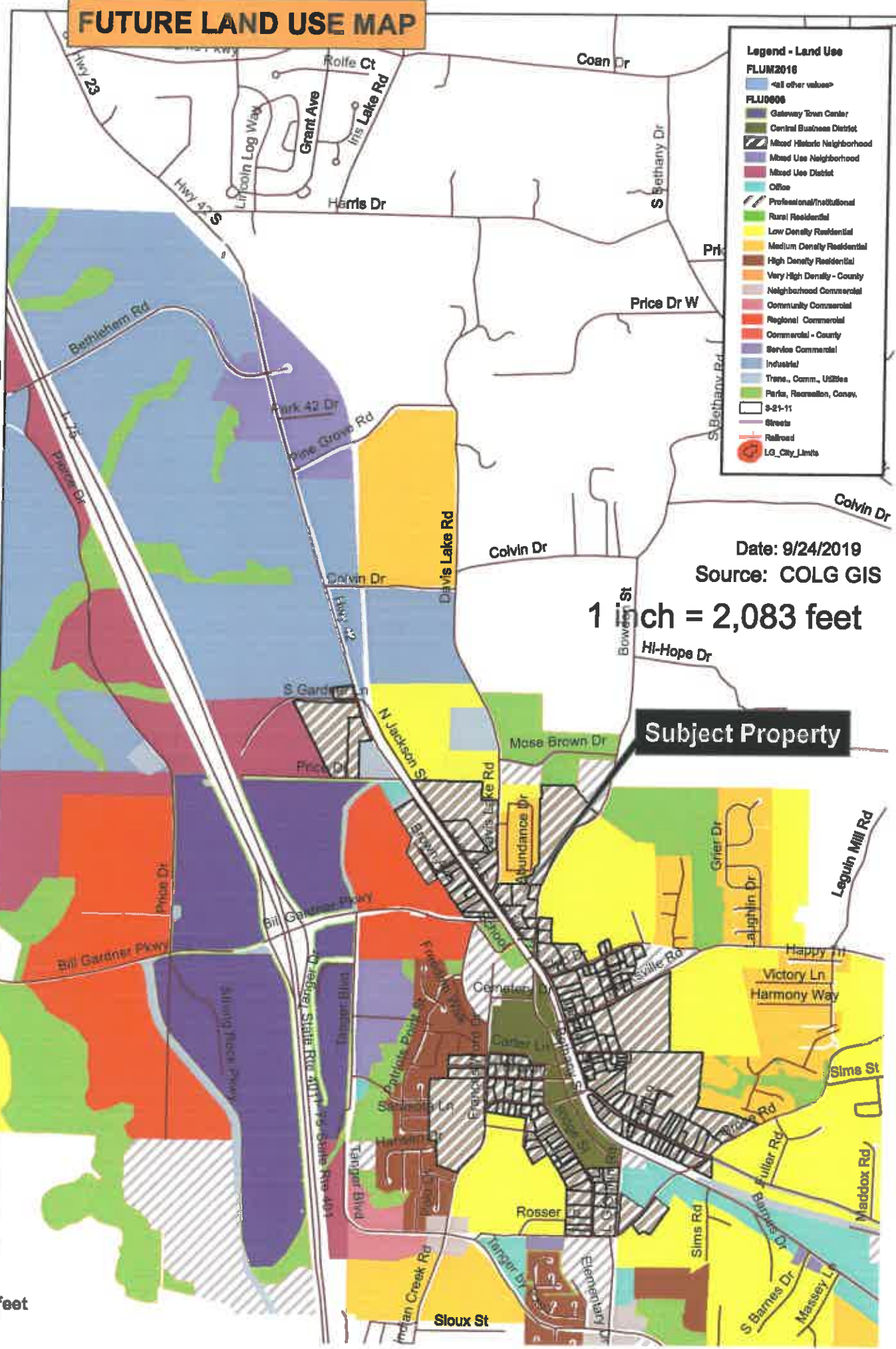


Date: 9/24/2019
Source: COLG GIS

1 inch = 2,083 feet

Subject Property

1 Inch = 2,083 feet



Request for Zoning Map Amendment

Name of Applicant: Steven & Miranda Davis Phone: (404) 271-7509 Date: 8/9/19
 Address Applicant: 6101 Golf View Xing Cell #: (404) 271-7509
 City: Lawson Grove State: GA Zip: 30248 E-mail: MDavis@strong-rock.com
 Name of Agent: Dusty Brock Phone: (678) 409-9750 Date: 8/9/19
 Address Agent: 3831 Hwy 42 Cell #: (678) 409-9750
 City: Lawson Grove State: GA Zip: 30248 E-mail: Dusty@brockteam.net

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

Concept Plan Review Conditional Use Conditional Exception Modifications to Zoning Conditions

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

Request from NA (Current Zoning) to NA (Requested Zoning)

Request from NA (Current Land Use Designation) to NA (Requested Land Use Designation)

For the Purpose of Detached guest quarters (Type of Development)
 Address of Property: 91 Bowden Street

Nearest intersection to the property: Jackson Street & Bowden Street

Size of Tract: 3.48 acre(s), Land Lot Number(s): 200 District(s): 2 2nd

Gross Density: NA units per acre Net Density: NA units per acre

Property Tax Parcel Number: 128-02014001

Witness Signature: Susanna Davern (Required)
 Signature of Owner/s: Steven Davis Miranda Davis



Printed Name of Witness: Susanna Davern
 Printed Name of Owner/s: Steven Davis Miranda Davis
 Signature of Agent: Dusty Brock

(For Office Use Only)

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

Application checked by: _____ Date: _____ Map Number(s): _____

Pre-application meeting: _____ Date: _____

Public Hearing Date: _____

Council Decision: _____ Ordinance: _____

Date Mapped in GIS: _____ Date: _____

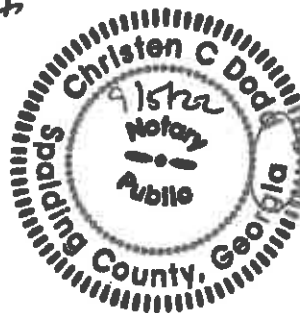
August 6, 2019

To Whom it May Concern:

Please allow Steven and Miranda Davis to file any paperwork necessary to the building process prior to the completed sale of the property 91 Bowden Street Locust Grove, Ga 30248. They will take ownership of the property upon closing, scheduled for August 30, 2019.

Leslie R. Upchurch

Leslie R. Upchurch
Owner
91 Bowden Street
Locust Grove, GA 30248



Applicant Campaign Disclosure Form

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?
 Yes _____ No

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

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

We certify that the foregoing information is true and correct, this 14 day of August, 2019.

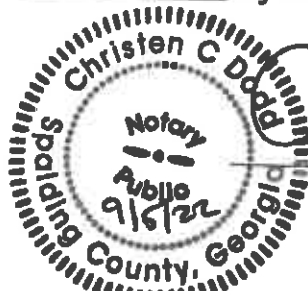
Leslie Upchurch
 Applicant's Name - Printed

Leslie R Upchurch
 Signature of Applicant

 Applicant's Attorney, if applicable - Printed

 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 14 day of August, 2019



Christen C. Dodd
 Notary Public

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

Applicant Campaign Disclosure Form

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?
 Yes _____ No ✓

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

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

We certify that the foregoing information is true and correct, this 14 day of August 2019.

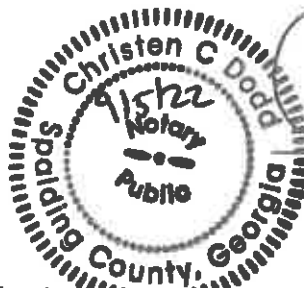
Steven Davis & Miranda Davis
 Applicant's Name - Printed,

[Signature]
 Signature of Applicant

 Applicant's Attorney, if applicable - Printed

 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 14 day of August 2019.



[Signature]
 Notary Public

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

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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

Ad No.: 612056
Name and File No.: PUBLIC HEARING 9/16/19
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
08/28/19 Wed

Public Hearing Notice
City of Locust Grove
September 16, 2019
6:00 PM
Locust Grove Public
Safety Building
3840 Highway 42 South
Locust Grove, GA 30248

gricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 1208 Davis Lake Road (Parcel ID 127-01044000) containing approximately 1.2 +/- acres in Land Lot 249 of the 2nd District for the purpose of incorporating property in the City limits.

Notice is hereby given as required by Chapter 68 of Title 39 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 16, 2019 at 6:00 PM, will conduct public hearings for the purpose of the following:

The public hearing will be held in the Locust Grove Public Safety Building, located at 3840 Highway 42 South.

Bob Foster
Community Development
Director
City of Locust Grove
828-612056, 8/28

CONDITIONAL USE
CU-19-09-01 Tom Ems, agent acting on behalf of Group Seven Sbrpen, L.L.C. of Stockbridge, Georgia requests a conditional use for the purpose of allowing a financial institution, (bank) with a drive-through configuration in the OI (office/institutional) zoning district for property located at 3300 Highway 42 South at the intersection of SR 42 and Market Place Boulevard (Parcel ID - 129-01020071) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 2.8 +/- acres.

CU-19-09-02 Steven and Miranda Davis of Locust Grove, Georgia request a conditional use for the purpose of establishing a detached guest quarters on the property located at 91 Bowden Street (Parcel ID - 129-02014001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 3.5 +/- acres.

ANNEXATION AND REZONING
RZ-19-09-03 Christine Law and Derek Law request annexation and rezoning from RA (residential agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 387 and 387 Corvin Drive (Parcel ID 127-02022000) containing approximately 10.0 +/- acres in Land Lot 232 of the 2nd District for the purpose of incorporating property in the City limits.

RZ-19-09-04 Donna Price and Robert Shown Price request annexation and rezoning from RA (residential ag-

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

Dawn Ward

By Dawn Ward
Legal Advertising Clerk

Sworn and subscribed before me 08/28/19



[Signature]

ry Public

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Bert Foster, who, after being duly sworn, testifies as follows:

1.

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

2.

On the 30th day of August 2019, I, Bert Foster, posted one (1) double-sided sign notifications on the Property advertising a public hearing on the request below to be heard by the Locust Grove City Council on the 16th day of September, 2019 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Said public hearing signs were posted at the following locations:

- A. 3300 Highway 42 South for a Conditional Use @ 1:35
- B. 91 Bowden Street for a Guest Quarters CU @ 1:30
- C. 1206 Davis Lake Road for a rezoning/annexation @ 1:20
- D. 387 and 397 Colvin Drive for a rezoning/annexation @ 1:15

Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

This 9th day of September 2019.



Affiant

Sworn and subscribed before me
this 9 day of September, 2019

Markey Moore

Notary Public



Exhibit "A"
Sign Exhibits A through D

PUBLIC

City of Locust Grove
City Council Meeting
Public Safety Building
3540 Highway 42
Locust Grove, GA 30248

CONDITIONAL USE
Use/Section: Detached
Guest Quarters

DATE: September 16, 2019
TIME: 6:00 P.M.

NOTICE

For information, please call
(770) 527-4474 or visit
www.locustgrovega.com



Community Development Department

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

Item Coversheet

Item: **A Conditional Use for the purpose of allowing a drive-thru financial institution.**

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

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

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

Advertised Date: **August 28, 2019**

Budget Item: **No**

Date Received: **August 5, 2019**

Workshop Date: **September 16, 2019**

Regular Meeting Date: **October 7, 2019**

Summary:

The applicant is requesting a conditional use to allow a drive thru financial institution on property located at 3300 Highway 42 South at the intersection of Market Place Blvd. The subject property is zoned O/I (Office Institutional), which permits the requested use with an approved conditional use. On September 3, 2019, the City Council approved the following amendments to the technical definition of Financial Institutions that will apply to the applicant's request.

The Office/Institutional zoning district was created to encourage suitable businesses and professional enterprises throughout the City other than retail and restaurants. O/I-zoned properties often serve as transitional areas between properties zoned for single-family residential uses and traditional commercial activities. Permitted uses typically found in the O/I district include churches, medical/dental offices, hair salons, day care centers, and professional offices.

Banks and other financial institutions are in line with this district's stated purpose in that they don't have a traditional retail component; however, they are not identified as permitted uses outright. Consideration should be given for allowing stand-alone financial institutions as permitted uses except in cases where drive-through facilities are proposed. In such instances where drive-through facilities are proposed, Staff recommends classifying these developments as conditional uses. As conditional uses, these requests will require and undergo additional review by the Staff and a public hearing before the Mayor and City Council prior to approval.

Per the City of Locust Grove Zoning Ordinance, as amended, Financial Institution are defined as an institution empowered by a State or Federal charter to receive deposits and make loans, among other things, subject to the regulatory and auditing supervision of the appropriate State or Federal banking authority exclusive of alternative financial services providers such as title loan businesses, short-term loan providers, cash-for-gold stores, refund/paycheck anticipation lenders and pawn shops.

	<i>Current Zoning</i>	<i>Current Land Use</i>
North	RA (Residential-Agricultural)	Single-Family Residence
South	C-2 (General Commercial) C-3 (Heavy Commercial)	Commercial
East	RA (Residential-Agricultural)	Single-Family Residence
West	C-3 (Heavy Commercial)	Commercial

Source: City of Locust Grove Official Zoning Map, adopted 2016

The subject property abuts heavy commercial, general commercial, and single-family residential uses along major thoroughfares, including State Route 42 and Bill Gardner Parkway (arterial road).

Recommendation:

The proposed use will be subject to the recently amended official definition of Financial Institutions by the City Council on September 3rd, 2019. Therefore, Staff recommends approval with the following conditions:

- 1. The development shall meet or exceed the existing architectural, landscaping, lighting, and walkability of the Gateway Town Center.**
- 2. The drive-thru shall be placed to the interior of the subject property and away from primary rights-of-way as illustrated on the site plan by Metro Engineering & Surveying Co., Inc. dated August 14, 2019.**

- 3. Any substantial changes to the site plan by Metro Engineering & Surveying Co., Inc., dated August 14, 2019 must be approved by the City Council.**



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-01

DRIVE-THRU FINANCIAL INSTITUTION

Property Information	
Tax ID	128-01020001
Location/address	3300 Highway 42 South near the intersection of Market Place Blvd. and Highway 42 South in Land Lot 200 of the 2nd District
Parcel Size	2.83 +/- acres
Current Zoning	O/I (Office Institutional)
Request	The applicant is requesting a Conditional Use for the purpose of allowing a drive-thru financial institution
Proposed Use	Drive-thru Financial Institution
Existing Land Use	Vacant
Future Land Use	Office Institutional
Recommendation	Approval

Summary

The applicant is requesting a conditional use to allow a drive thru financial institution on property located at 3300 Highway 42 South at the intersection of Market Place Blvd. The subject property is zoned O/I (Office Institutional), which permits the requested use with an approved conditional use. On September 3, 2019, the City Council approved the following amendments to the technical definition of Financial Institutions that will apply to the applicant's request.

The Office/Institutional zoning district was created to encourage suitable businesses and professional enterprises throughout the City other than retail and restaurants. O/I-zoned properties often serve as transitional areas between properties zoned for single-family residential uses and traditional commercial activities. Permitted uses typically found in the O/I district include churches, medical/dental offices, hair salons, day care centers, and professional offices.

Banks and other financial institutions are in line with this district's stated purpose in that they don't have a traditional retail component; however, they are not identified as permitted uses outright. Consideration should be given for allowing stand-alone financial institutions as permitted uses except in cases where drive-through facilities are proposed. In such instances where drive-through facilities are proposed, Staff recommends classifying these developments as conditional uses. As conditional uses, these requests will require and undergo additional review by the Staff and a public hearing before the Mayor and City Council prior to approval.



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-01

DRIVE-THRU FINANCIAL INSTITUTION

Per the City of Locust Grove Zoning Ordinance, as amended, Financial Institution are defined as an institution empowered by a State or Federal charter to receive deposits and make loans, among other things, subject to the regulatory and auditing supervision of the appropriate State or Federal banking authority exclusive of alternative financial services providers such as title loan businesses, short-term loan providers, cash-for-gold stores, refund/paycheck anticipation lenders and pawn shops.

	<i>Current Zoning</i>	<i>Current Land Use</i>
North	RA (Residential-Agricultural)	Single-Family Residence
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East	RA (Residential-Agricultural)	Single-Family Residence
West	C-3 (Heavy Commercial)	Commercial

Source: City of Locust Grove Official Zoning Map, adopted 2016

The subject property abuts heavy commercial, general commercial, and single-family residential uses along major thoroughfares, including State Route 42 and Bill Gardner Parkway (arterial road).

Service Delivery / Infrastructure

Water and Sewer: Water and sanitary sewer services are provided by the City of Locust Grove. There are adequate pressures and flows in the area to serve this request. Any upgrades to the systems resulting from this request will be the responsibility of the Applicant prior to occupancy.

Police Services: The subject property is located within a well-established the Regional Commercial and Gateway Town Center. The Locust Grove Police Department will continue to perform regular patrols of the area.

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

Transportation Impacts: Staff does not anticipate there being a noticeable impact to the transportation system as a result of granting this request. The subject property is located within an established low-density residential neighborhood having one indirect access point to State Route 42 and an additional access point to Jackson Street.

Criteria for Evaluation of Request

Section 17.04.315 Procedure for Hearing before City Council.

(a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:

Preserving the Past... ..Planning the Future



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-01

DRIVE-THRU FINANCIAL INSTITUTION

- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community.** Discussion: The request, if granted, will introduce a drive-thru financial institution in the Office Institutional zoning district. This use is permitted with an approved conditional use. The use will not introduce any character not consistent with the existing character of the developing area.
- (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter.** Discussion: The request appears consistent with the applicable zoning district, as it is located within the Office Institutional (O/I) zoning district with adequate vehicular accessibility.
- (3) Consistency with the Land Use Plan.** Discussion: The request is consistent with the future land use plan for this area; however, a conditional use is required.
- (4) The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: Impacts on the existing transportation infrastructure will be minor due primarily to the request being located within the existing Gateway Town Center having adequate infrastructural accommodations with an additional access Bill Gardner Pkwy.
- (5) The impact of the proposed amendment on adjacent thoroughfares, pedestrian and vehicular circulation and traffic volumes.** Discussion: There is little additional impact with this request in terms of vehicular circulation.
- (6) The impact upon adjacent property owners should the request be approved.** Discussion: Impacts on adjacent property owners should be minimal given the fact that the requested use is permitted with an approved conditional use within the O/I zoning district.
- (7) The ability of the subject land to be developed as it is presently zoned.** Discussion: The proposed use as a drive-thru financial institution is permitted in the current O/I (Office Institutional) zoning district of the subject property. The subject property is also located near the Regional Commercial corridor and Gateway Town Center, having zoning and future land uses supporting of the proposed use. Any use that is permitted by right or with an approved conditional use in the O/I zoning district allows the subject property to be developed as it is presently zoned.
- (8) The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no physical conditions specific to topography, drainage, access, size, and shape limit the capability of the subject property to be developed.



CONDITIONAL USE EVALUATION REPORT

October 7, 2019

FILE: CU-19-09-01

DRIVE-THRU FINANCIAL INSTITUTION

(9) The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan. Discussion: The merits are consistent with the City of Locust Grove's zoning ordinance and Future Land Use Map.

Recommendation

The proposed use will be subject to the recently amended official definition of Financial Institutions by the City Council on September 3rd, 2019. Therefore, Staff recommends approval with the following conditions:

1. The development shall meet or exceed the existing architectural, landscaping, lighting, and walkability of the Gateway Town Center.
2. The drive-thru shall be placed to the interior of the subject property and away from primary rights-of-way as illustrated on the site plan by Metro Engineering & Surveying Co., Inc. dated August 14, 2019.
3. Any substantial changes to the site plan by Metro Engineering & Surveying Co., Inc., dated August 14, 2019 must be approved by the City Council.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE REQUEST FOR A DRIVE-THRU FINANCIAL INSTITUTION IN ACCORDANCE WITH CHAPTER 17.04 OF THE LOCUST GROVE CITY CODE; TO PROVIDE CONDITIONS FOR APPROVAL; TO IDENTIFY A PUBLIC PURPOSE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

W I T N E S S E T H :

WHEREAS, the City of Locust Grove, Georgia (“City”) adopted Chapter 17.04 (“Chapter”) entitled “Zoning Code”, and;

WHEREAS, the purpose of the Chapter is to regulate permitted land uses, 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, Grove Seven Sixteen, LLC (“Applicant”) submitted an application for Conditional Use (“Applicant Request”) on August 5, 2019, and;

WHEREAS, Grove Seven Sixteen, LLC requests a conditional use for property located at 3300 Highway 42 South (Parcel ID 128-01020001) in Land Lot 200 of the 2nd District. The property is 2.83 +/- acres and is currently zoned O/I (Office Institutional).

WHEREAS, all City and State requirements for legal advertisement and public hearing have been met; and

WHEREAS, the Community Development Department reviewed the request and submitted a report that is part of the public record; and

WHEREAS, the requested conditional use is permitted in the O/I zoning district with an approved conditional use; and

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

NOW, THEREFORE BE IT ORDAINED, that the Locust Grove City Council approves the applicant’s request with the following conditions:

1. The development shall meet or exceed the existing architectural, landscaping, lighting, and walkability of the Gateway Town Center.
2. The drive-thru shall be placed to the interior of the subject property and away from primary rights-of-way as illustrated on the site plan by Metro Engineering & Surveying Co., Inc. dated August 14, 2019.
3. Any substantial changes to the site plan by Metro Engineering & Surveying Co., Inc., dated August 14, 2019, must be approved by the City Council.

THIS ORDINANCE adopted this 7th day of October 2019.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney



Overview



Legend

-  Parcels
-  Roads

Parcel ID	128-01020001	Class	C	Owner	PGP PROPERTIES INC	Land Value:	\$593,400			
Property Address	3300 HIGHWAY 42 S	Acreage	2.838	Address	1760 PEACHTREE ST STE 100	Building Value:	\$0	Last 2 Sales		
District	City/Locust Grove			Address	ATLANTA GA 30309	Misc Value:	\$0	Date	Price	Reason Qual
						Total Value:	\$593,400	11/9/2015	\$138,000	OTHER U
								12/2/2014	\$400,000	DUND U POWR

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/24/2019

Last Data Uploaded: 9/23/2019 11:22:40 PM

Developed by  Schneider
GEO SPATIAL

Zoning Map

Legend - Land Use

Locust Grove Zoning
[Symbol] Not other values

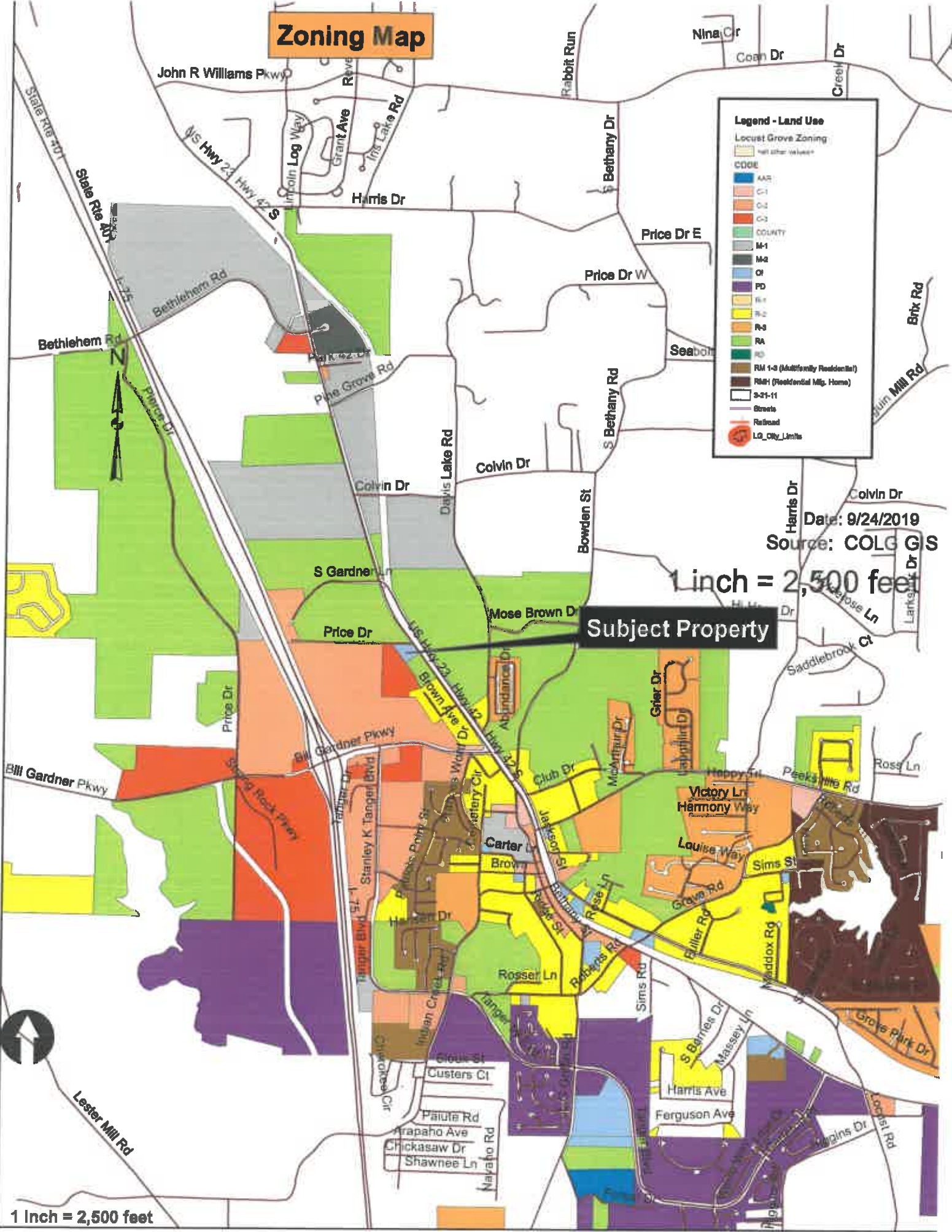
CODE

- AAR
- C-1
- C-2
- C-3
- COUNTY
- M-1
- M-2
- OF
- PD
- R-1
- R-2
- R-3
- RA
- RD
- RM 1-3 (Multifamily Residential)
- RMH (Residential Mfg. Home)
- 3-21-11
- Streams
- Railroad
- LG_City_Limits

Date: 9/24/2019
Source: COLG GIS

1 Inch = 2,500 feet

Subject Property



1 Inch = 2,500 feet

FUTURE LAND USE MAP

Legend - Land Use

FLUM2016

- Blue: All other values

FLU0808

- Dark Blue: Gateway Town Center
- Green: Central Business District
- Light Blue: Mixed Historic Neighborhood
- Dark Purple: Mixed Use Neighborhood
- Red: Mixed Use District
- Light Green: Office
- Light Blue-Green: Professional/Institutional
- Light Green: Rural Residential
- Yellow: Low Density Residential
- Orange: Medium Density Residential
- Brown: High Density Residential
- Dark Orange: Very High Density - County
- Light Orange: Neighborhood Commercial
- Red-Orange: Community Commercial
- Red: Regional Commercial
- Dark Red: Commercial - County
- Dark Purple: Service Commercial
- Blue: Industrial
- Light Green: Trans. Comm., Utilities
- Light Green: Parks, Recreation, Cons.
- White: 3-21-11
- Red Line: Streets
- Black Line: Railroad
- Red Circle: LG_City_Limits



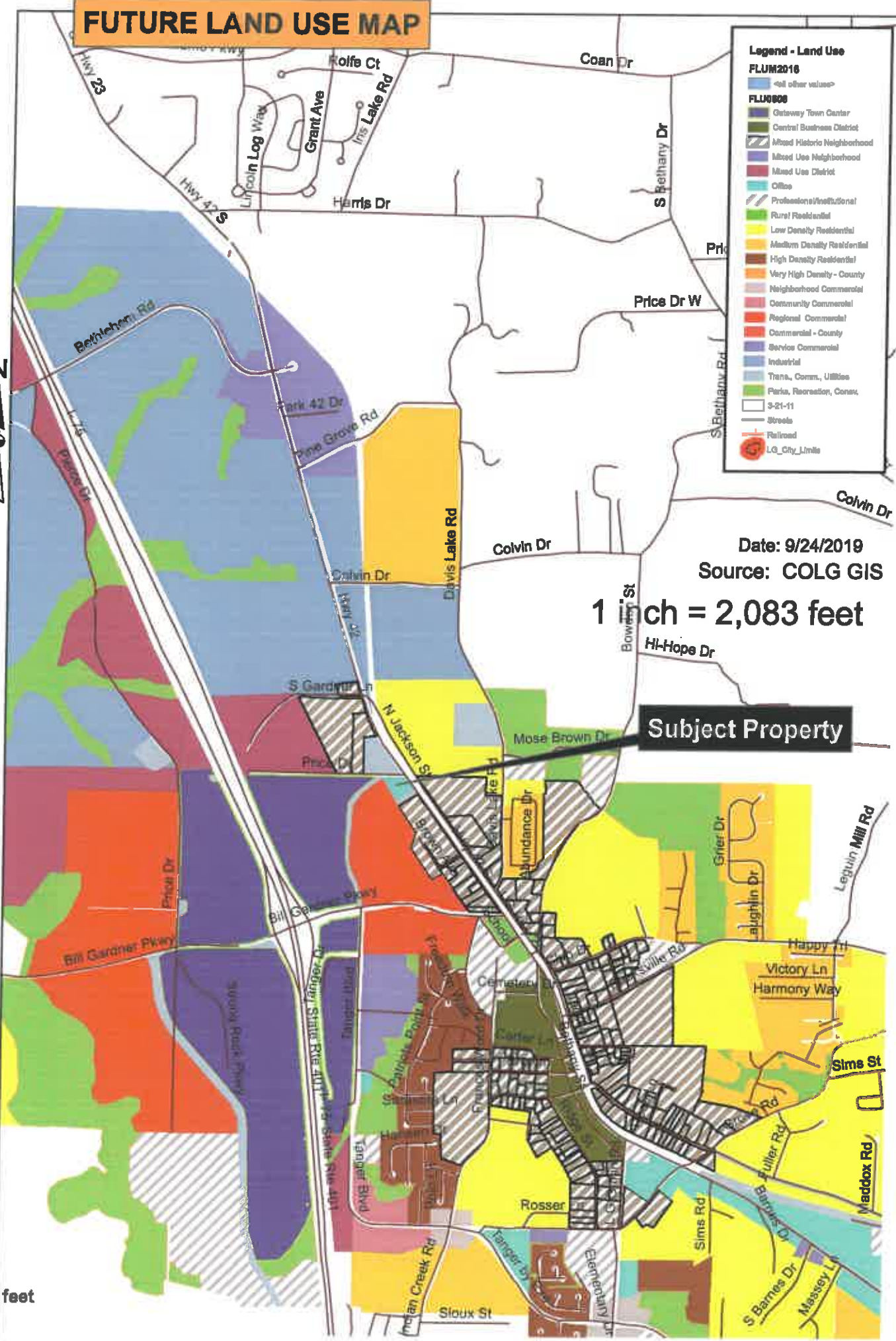
Date: 9/24/2019
Source: COLG GIS

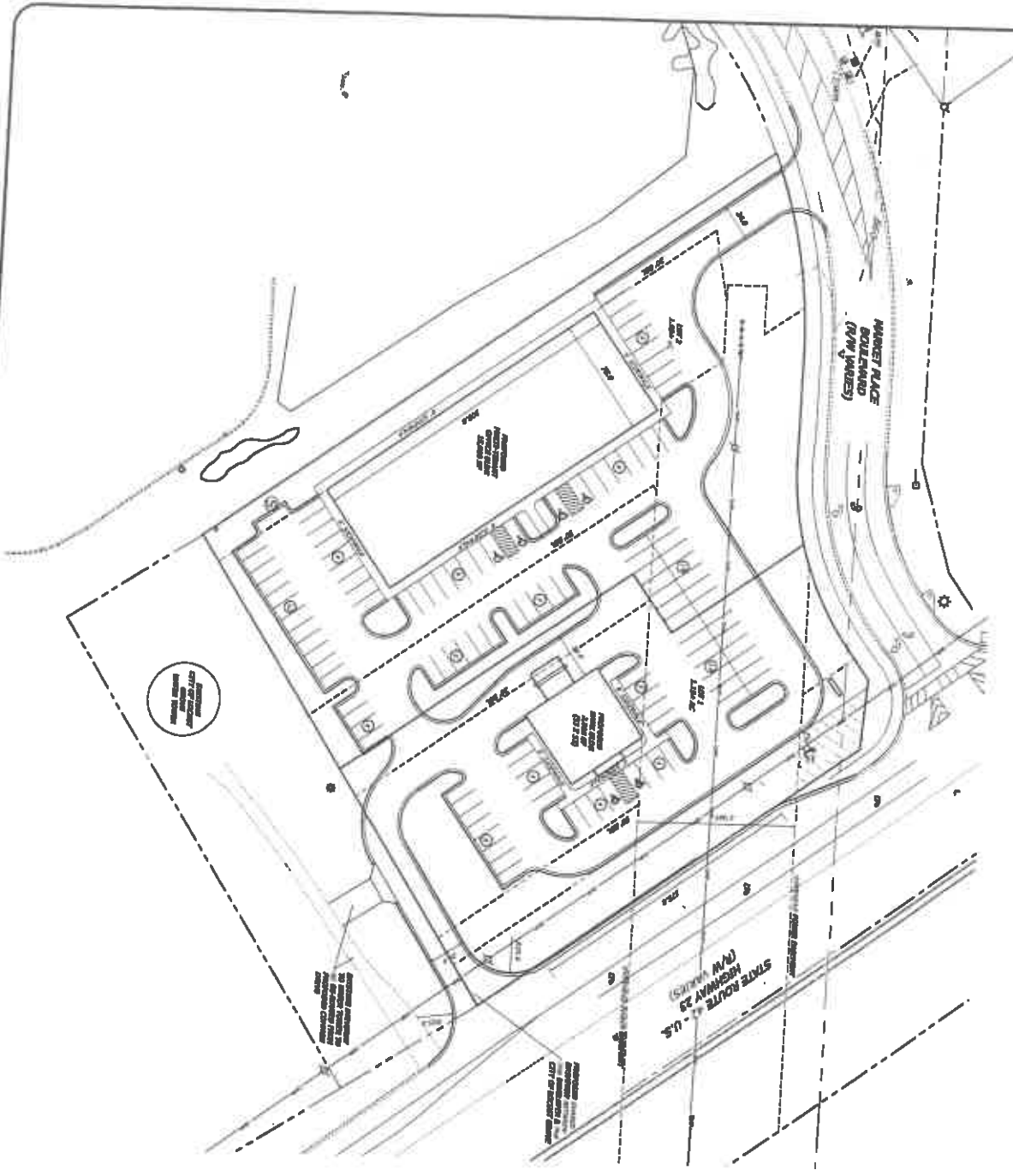
1 inch = 2,083 feet

Subject Property



1 inch = 2,083 feet





DEVELOPMENT DATA:

SITE AREA:	2.826 ACRES
ZONING:	RM-1 (OFFICE - INSTITUTIONAL)
PROPOSED USE:	DRY STORAGE (LOT 1)
PARCEL NO.:	DRY STORAGE (LOT 2)
OWNER:	57'
DEVELOPER:	48'
ADJACENT OWNERS:	36'
ADJACENT STREETS:	117' TYP.
	98' FROM LOT 1
	111' FROM LOT 2
	8' FC SERVICES

C-1.0

REVISIONS	DATE

CONVENTIONAL
PLAN
NO. 10



METRO ENGINEERING & SURVEYING CO., INC.
 CONSULTING ENGINEERS & PROFESSIONAL SURVEYORS
 3025 WINDY HOLLOW ROAD, SUITE 200
 ATLANTA, GEORGIA 30328
 PHONE 404-481-8888
 WWW.METROENGINEERING.COM

MARKET PLACE CROSSING NORTH
 LAND LOT 200 OF THE 2ND DISTRICT
 HENRY COUNTY, GEORGIA
 FOR
ATLANTA SOUTH COMMERCIAL PROPERTIES
 245 COUNTRY CLUB DRIVE, STE 3000
 STOCKBRIDGE, GEORGIA 30281

AUG 1 2019

... in The Grove

Request for Zoning Map Amendment

City of Locust Grove
Community Development

Name of Applicant: GROVE SEVEN SIXTEEN, LLC Phone: 404-444-3278 Date: 8/5/19

Address Applicant: 115 EAGLE SPRINGS DRIVE Cell #: 404-444-3278

City: STOCKBRIDGE State: GA Zip: 30281 E-mail: SSJONESMOORE@GMAIL.COM

Name of Agent: TOM ELLIS Phone: 404-444-3278 Date: 8/5/19

Address Agent: 245 COUNTRY CLUB DRIVE, SUITE 300-D Cell #: 404-444-3278

City: STOCKBRIDGE State: GA Zip: 30281 E-mail: TOMELLIS@ATLANTASOUTHINC.COM

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

Concept Plan Review Conditional Use Conditional Exception Modifications to Zoning Conditions

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

Request from _____ (Current Zoning) to _____ (Requested Zoning)

Request from _____ (Current Land Use Designation) to _____ (Requested Land Use Designation)

For the Purpose of drive-thru financial institution
(Type of Development)

Address of Property: 3300 HIGHWAY 42 S

Nearest intersection to the property: MARKET PLACE + HIGHWAY 42

Size of Tract: 2.83 acre(s), Land Lot Number(s): 200, District(s): 2nd

Gross Density: n/a units per acre Net Density: n/a units per acre

Property Tax Parcel Number: 128-0102001 (Required)

Jean Cook
Witness Signature

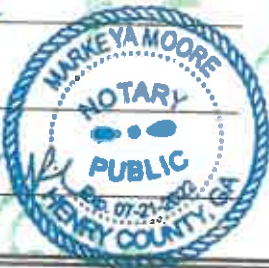
[Signature]
Signature of Owner/s

Jean Cook
Printed Name of Witness

TOM H. ELLIS see letter from owner
Printed Name of Owner/s

Markey Moore
Notary

[Signature]
Signature of Agent



(For Office Use Only)

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

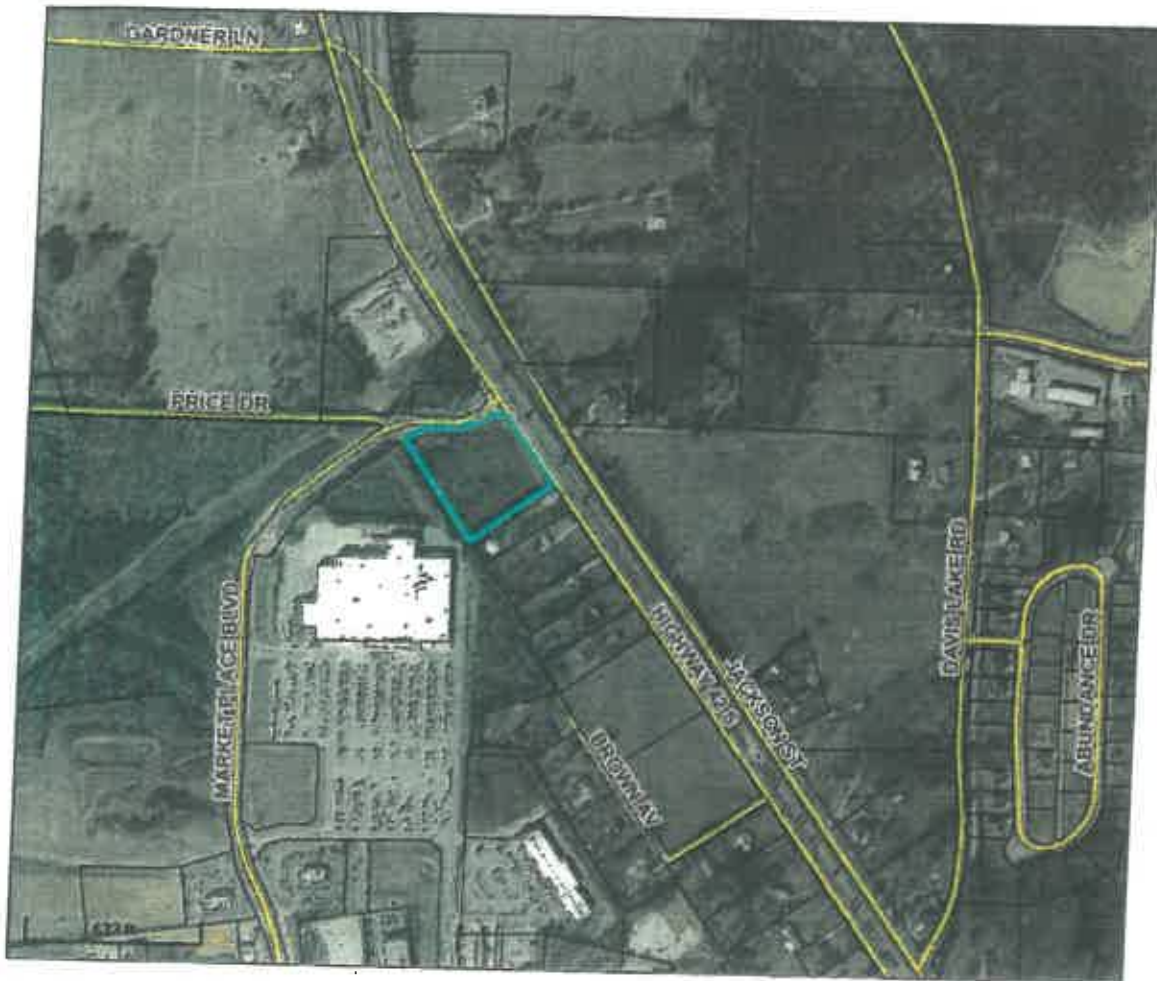
Application checked by: _____ Date: _____ Map Number(s): _____

Pre-application meeting: _____ Date: _____

Public Hearing Date: _____

Council Decision: _____ Ordinance: _____

Date Mapped in GIS: _____ Date: _____



Overview

Legend

- Parcels
- Roads

Parcel ID	128-01020001	Class	C	Owner	PGP PROPERTIES INC	Land Value:	\$593,400			
Property Address	3300 HIGHWAY 42 S	Class	C	Owner Address	1760 PEACHTREE ST STE 100	Building Value:	\$0	Last 2 Sales		
District	City/LocustGrove	Acreage	2.838	Address	ATLANTA GA 30309	Misc Value:	\$0	Date	Price	Reason Qual
						Total Value:	\$593,400	11/9/2015	\$138,000	OTHER U
								12/2/2014	\$400,000	DUND POWR U

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Data created: 8/21/2019
 Last Data Uploaded: 8/20/2019 10:14:20 PM

Developed by Schneider
 GEOSPATIAL

VICINITY MAP - N.T.S.



GENERAL NOTES

1. The lot area shown on this map is based on a survey conducted by the City of Locust Grove, Georgia, in 1998. The lot area shown on this map is based on a survey conducted by the City of Locust Grove, Georgia, in 1998. The lot area shown on this map is based on a survey conducted by the City of Locust Grove, Georgia, in 1998.

CERTIFICATION OF OWNERSHIP & DEDICATION

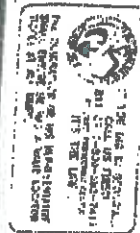
I, the undersigned, being the owner of the above described property, do hereby certify that the same is owned by me and that I have no interest therein other than that of owner. I do hereby dedicate the same to the City of Locust Grove, Georgia, for the use and benefit of the public.

[Signature]
 Eric S. Zorn, AS Trustee
 Business Trust
 2001 St. Louis Street
 Peachtree, GA 30004

LODGE GROVE MEDICAL COMPLEX, LLC
 1720 PEACHTREE STREET
 SUITE 150
 ATLANTA, GA 30309

RECEIVED
 AUG 1 2019
 City of Locust Grove
 Community Development

APPROVED FOR RECORDING



100.6784 4376.888

AREA CHART

TRACT	OWNER	ACRES	SQ. FT. ZONED
TRAC 5 ZONED AS TRACT 1 @ 22.0166	ERIC S. ZORN, AS TRUSTEE OF WAL-MART REAL ESTATE BUSINESS TRUST; STLC, LLC; SH INVESTMENTS ONE, LLC	22.0166	980,633 C/GS
1	STLC, LLC	81.553	
2	SH INVESTMENTS ONE, LLC	113.379	
3	STLC, LLC	22.652	
4	STLC, LLC	73.531	
TOTAL		351.77	

SURVEYOR/ENGINEER CERTIFICATION

I, the undersigned, being a duly licensed Surveyor/Engineer in the State of Georgia, do hereby certify that the above described property is owned by the persons named herein and that the same is dedicated to the City of Locust Grove, Georgia, for the use and benefit of the public.

[Signature]
 Eric S. Zorn, AS Trustee
 Business Trust
 2001 St. Louis Street
 Peachtree, GA 30004



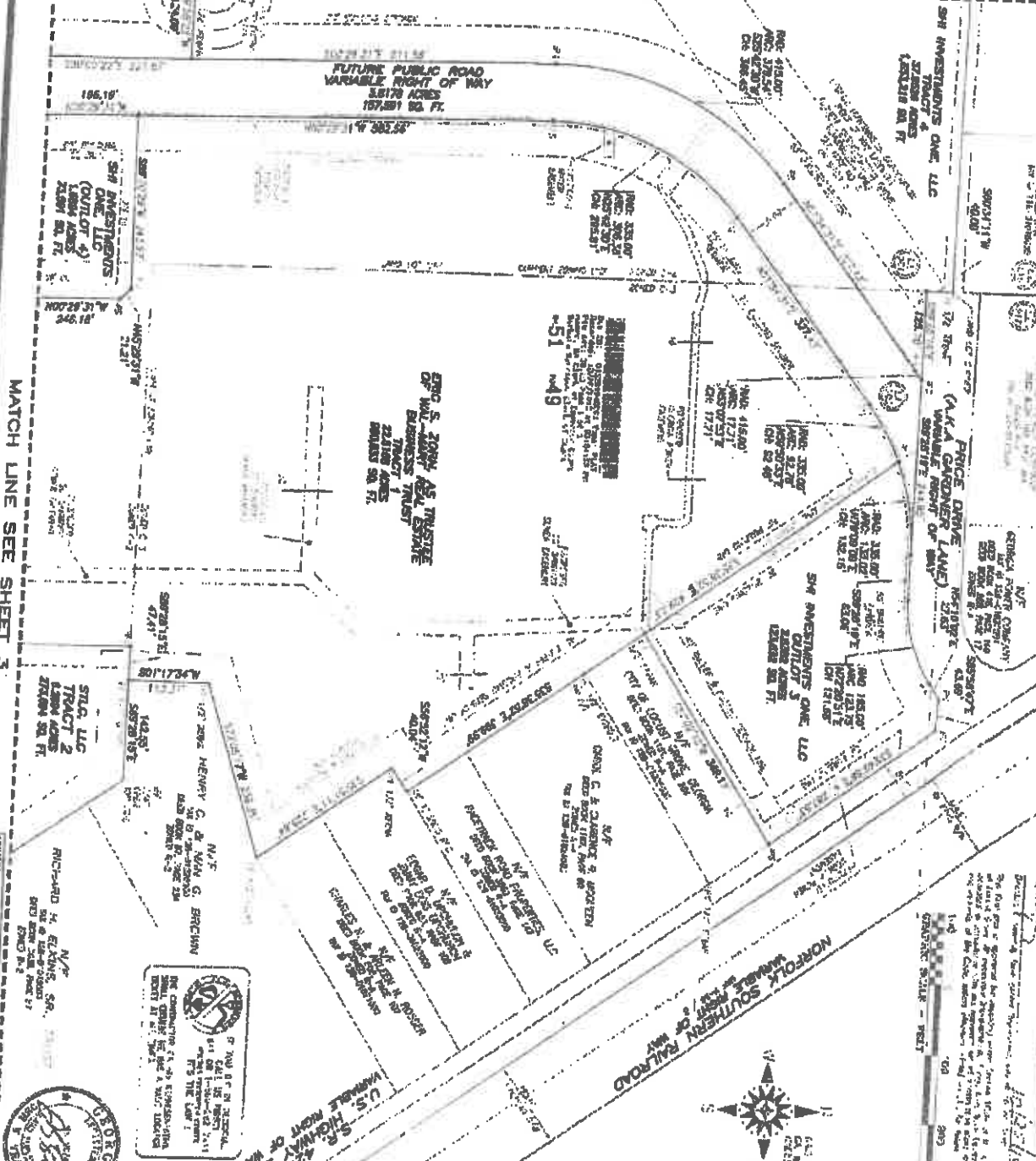
INITIAL SUBDIVISION PLAT OF
 MARKET PLACE AT LOCUST GROVE FOR:
 ERIC S. ZORN, AS TRUSTEE OF WAL-MART REAL ESTATE
 BUSINESS TRUST; STLC, LLC; SH INVESTMENTS ONE, LLC;
 LOCUST GROVE MEDICAL COMPLEX, LLC.
 LAND LOTS 200, 201 AND 217, OF THE 21ST DISTRICT
 CITY OF LOCUST GROVE, HENRY COUNTY, GEORGIA

REVISIONS	BY
1	AWM
2	JWT

DATE: 10/20/2018
 SCALE: 1" = 100'

1

MATCH LINE SEE SHEET 5



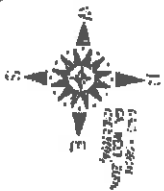
APPROVED FOR RECORDING

The plat and map are prepared by the undersigned, a duly qualified and licensed professional surveyor in the State of Georgia, and are true and correct copies of the original survey as shown on the ground. The survey was made by me or under my direct supervision and in accordance with the laws and rules of the State of Georgia. I am a member of the Georgia Surveyors' Association.

10/28/2010

GRADING SCALE - FEET

0 10 20 30



SEE SHEET 1 FOR LEGEND



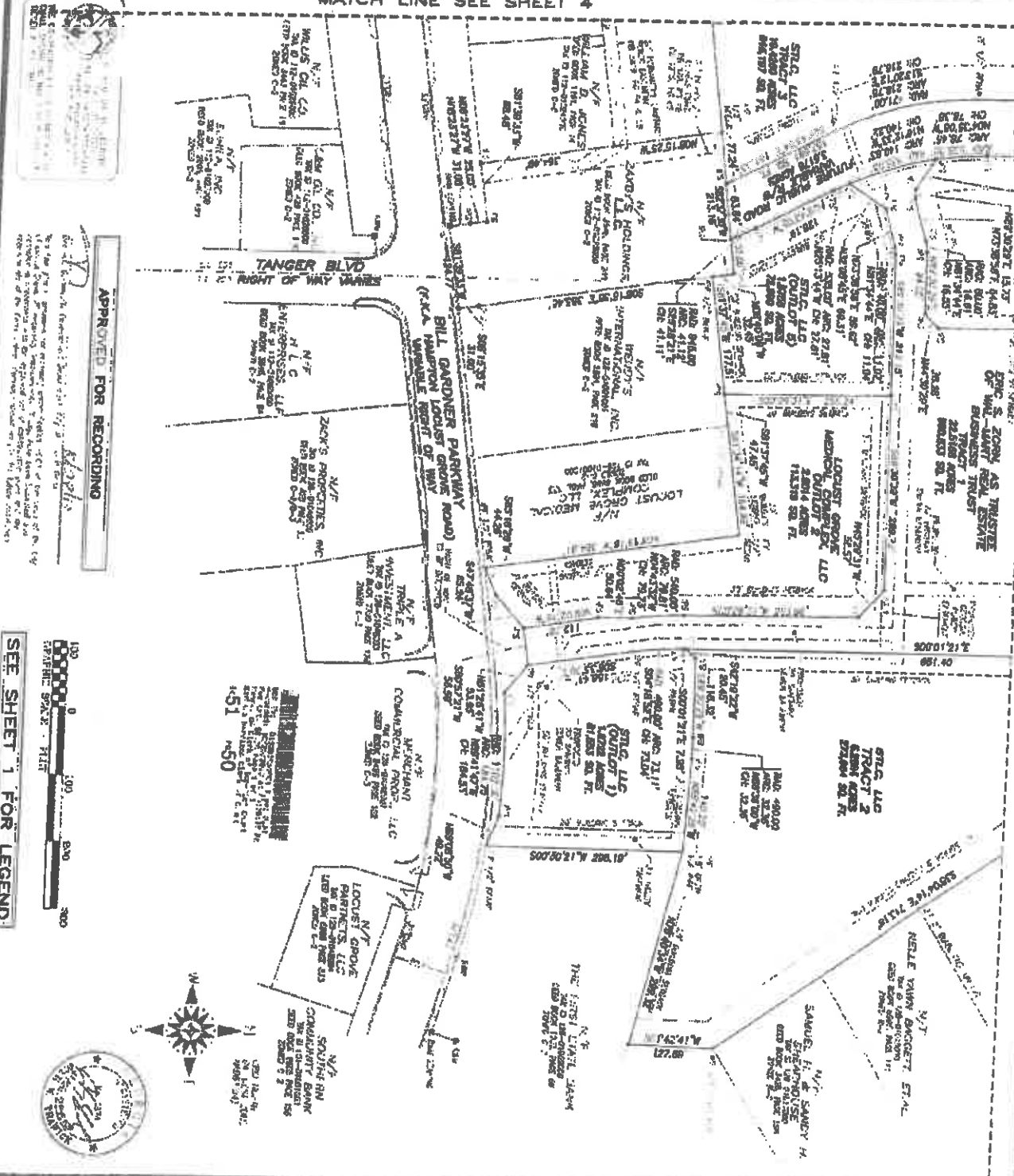
INITIAL SUBDIVISION PLAT OF
MARKET PLACE AT LOCUST GROVE FOR:
 ERIC S. ZORN AS TRUSTEE OF WAL-MART REAL ESTATE
 BUSINESS TRUST; STLC, LLC; SHI INVESTMENTS ONE, LLC;
 LOCUST GROVE MEDICAL COMPLEX, LLC.
 LAND LOTS 200, 201 AND 217, OF THE 2ND DISTRICT
 CITY OF LOCUST GROVE, HENRY COUNTY GEORGIA

W
Wolverton & Associates
 Consulting Engineers & Land Surveyors
 1000 Peachtree Street, N.E., Suite 1000, Atlanta, GA 30309
 Phone: 404.525.1100 Fax: 404.525.1101
 www.wolvertonandassociates.com

DESIGNED BY	AMW
CHECKED BY	JMT
DATE	10/28/2010
SCALE	1" = 100'
JOB NO.	03-145
DRAWING NUMBER	
2	
OF 5 SHEETS	

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 2



APPROVED FOR RECORDING

SEE SHEET 1 FOR LEGEND



INITIAL SUBDIVISION PLAT OF
MARKET PLACE AT LOCUST GROVE FOR:
 ERIC S. ZORN, AS TRUSTEE OF WAL-MART REAL ESTATE
 BUSINESS TRUST; STLC, LLC; SHI INVESTMENTS ONE, LLC;
 LOCUST GROVE MEDICAL COMPLEX, LLC.
 LAND LOTS 200, 201 AND 217, OF THE 2ND DISTRICT
 CITY OF LOCUST GROVE HENRY COUNTY, GEORGIA

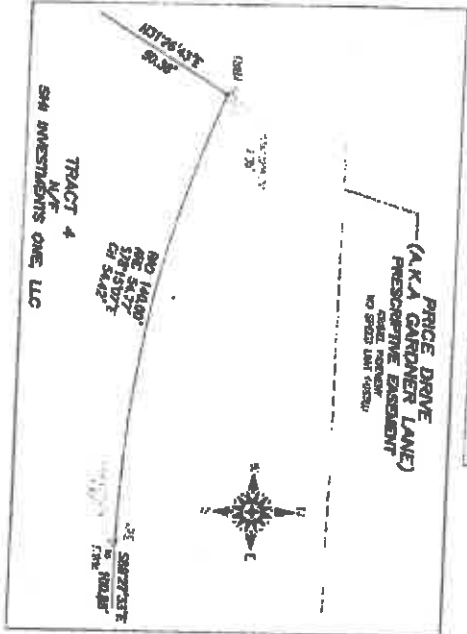
W
Wolverton & Associates
 Consulting Engineers • Land Surveyors
 685 S. Peachtree Road • Suite 200 • Atlanta, Georgia 30308
 Phone: 404.525.7800 • Fax: 404.525.7800
 www.wolverton-associates.com

DESIGNED BY	AMW
TRACED BY	JMT
DATE	10/28/2010
SCALE	1" = 100'
SHEET NUMBER	03-145
3	
OF 3 SHEETS	

MATCH LINE SEE SHEET 5



DETAIL 'B' - N.T.S.



1:1 CONTRACTOR'S 1/4" = 100' REPRESENTING
 SHALL EXAMINE THIS PLAN AND INDICATE ANY
 REVISIONS TO THIS PLAN AT THE TIME OF THE
 RECORDING.

APPROVED FOR RECORDING



SEE SHEET 1 FOR LEGEND



MATCH LINE SEE SHEET 3

W
Wolverton & Associates
 Consulting Engineers & Land Surveyors
 1765 Peachtree Road, Suite 1200, Atlanta, Georgia 30309
 Phone: 404.484.4444 Fax: 404.484.4444
 www.wolverton-associates.com

INITIAL SUBDIVISION PLAT OF
MARKET PLACE AT LOCUST GROVE FOR:
 ERIC S. ZORN, AS TRUSTEE OF WAL-MART REAL ESTATE
 BUSINESS TRUST; STL, LLC; SHI INVESTMENTS ONE, LLC;
 LOCUST GROVE MEDICAL COMPLEX, LLC.
 LAND LOTS 200, 201 AND 217, OF THE 2nd DISTRICT
 CITY OF LOCUST GROVE, HENRY COUNTY, GEORGIA

REVISIONS	BY

DESIGNED BY: **ARW**
 CHECKED BY: **JMT**
 DATE: **10/28/2018**
 SCALE: **1" = 100'**
 JOB NO.: **03-145**
 SHEET NUMBER: **4**
 OF 3 SHEETS

THE CORPORATION OF THE PROFESSIONAL SURVEYORS OF THE STATE OF GEORGIA
 No. 103027
 License No. 103027
 No. 103027
 No. 103027



INTERSTATE 75 SOUTH BOUND

INTERSTATE 75 LIMITED ACCESS NORTH BOUND

10302685 W 80.00 FT

10302685 W 80.00 FT

PRICE DRIVE VARIABLE RIGHT OF WAY 24 FT OF R/W

10302227

306 140.00' 10302227 45.00'

APPROVED FOR RECORDING
 10/2/2010

This plat has been approved for recording by the State of Georgia, Department of Transportation, on 10/2/2010. It is the responsibility of the filer to ensure that all information on this plat is correct and that all applicable laws and regulations have been followed.

SETBACK REQUIREMENTS
 ALL SETBACKS SHALL BE 10 FEET UNLESS SHOWN OTHERWISE.
 SEE CITY ORDINANCES FOR MORE INFORMATION.
 451
 452

SHI INVESTMENTS ONE, LLC TRACT 4 14.000 ACRES MARY ST, FL

PRICE DRIVE (ALKA GARDNER LANE) PROPOSED RIGHT OF WAY EASEMENT
 10 FT SETBACK FROM PROPERTY BOUNDARIES TO CENTERLINE OF PROPOSED DRIVE.
 SEE CITY ORDINANCES FOR MORE INFORMATION.

MATCH LINE SEE SHEET 1



SEE SHEET 1 FOR LEGEND

STLC, LLC TRACT 5 14.000 ACRES MARY ST, FL



MATCH LINE SEE SHEET 2

REVISIONS

NO.	DATE	BY	REVISIONS
1	10/2/2010	AMW	INITIAL SUBDIVISION PLAT
2		JNT	

INITIAL SUBDIVISION PLAT OF MARKET PLACE AT LOCUST GROVE FOR:
 ERIC S. ZORN, AS TRUSTEE OF WAL-MART REAL ESTATE BUSINESS TRUST; STLC, LLC; SHI INVESTMENTS ONE, LLC; LOCUST GROVE MEDICAL COMPLEX, LLC.
 LAND LOTS 200, 201 AND 217, OF THE 2nd DISTRICT CITY OF LOCUST GROVE, HENRY COUNTY, GEORGIA

Wolverton & Associates
 Consulting Engineers & Land Surveyors
 2100 Peachtree Parkway, Suite 300 • Atlanta, Georgia 30329
 Phone: (404) 371-1000 • Fax: (404) 371-1001
 www.wolverton.com

5

DRAWN BY: AMW
 CHECKED BY: JNT
 DATE: 10/2/2010
 SCALE: 1" = 100'
 SHEET NO: 03-145

OF 5 SHEETS



APPROVED FOR RECORDING



SEE SHEET 1 FOR LEGEND



61
65

LEGEND

SYMBOL	DESCRIPTION
(Symbol)	Proposed Right-of-Way
(Symbol)	Proposed Easement
(Symbol)	Proposed Lot
(Symbol)	Proposed Street
(Symbol)	Proposed Utility
(Symbol)	Proposed Fencing
(Symbol)	Proposed Driveway
(Symbol)	Proposed Parking
(Symbol)	Proposed Sidewalk
(Symbol)	Proposed Bicycle Lane
(Symbol)	Proposed Storm Drain
(Symbol)	Proposed Sewer
(Symbol)	Proposed Water
(Symbol)	Proposed Gas
(Symbol)	Proposed Electric
(Symbol)	Proposed Telephone
(Symbol)	Proposed Cable
(Symbol)	Proposed Fiber Optic
(Symbol)	Proposed Other

LINETYPES

LINE TYPE	DESCRIPTION
(Line Style)	Proposed Right-of-Way
(Line Style)	Proposed Easement
(Line Style)	Proposed Lot
(Line Style)	Proposed Street
(Line Style)	Proposed Utility
(Line Style)	Proposed Fencing
(Line Style)	Proposed Driveway
(Line Style)	Proposed Parking
(Line Style)	Proposed Sidewalk
(Line Style)	Proposed Bicycle Lane
(Line Style)	Proposed Storm Drain
(Line Style)	Proposed Sewer
(Line Style)	Proposed Water
(Line Style)	Proposed Gas
(Line Style)	Proposed Electric
(Line Style)	Proposed Telephone
(Line Style)	Proposed Cable
(Line Style)	Proposed Fiber Optic
(Line Style)	Proposed Other

INITIAL SUBDIVISION PLAT OF MARKET PLACE AT LOCUST GROVE FOR: ERIC S. ZORN, AS TRUSTEE OF WAL-MART REAL ESTATE BUSINESS TRUST; STLC, LLC; SHI INVESTMENTS ONE, LLC; LOCUST GROVE MEDICAL COMPLEX, LLC. LAND LOTS 200, 201 AND 217, OF THE 2nd DISTRICT CITY OF LOCUST GROVE, HENRY COUNTY, GEORGIA	
DESIGN BY	AS/RY
DATE	10/26/2010
SCALE	1" = 100'
SHEET NUMBER	03-145
REVISIONS	BY

Wolverton & Associates

Geometric Engineers & Land Surveyors

1000 Peachtree Street, N.E., Suite 1000, Atlanta, GA 30309

404.525.1111



CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5043 Fax: (770) 954-1223

MAYOR
Robert Price

COUNCIL
Vernon Ashe
Keith Boone
Randy Gardner
Carlos Greer
Otis Hammock
Willie J. Taylor

CITY MANAGER
Tim Young

CITY CLERK
Misty Titshaw

August 8, 2019

GROUP SEVEN SIXTEEN, LLC

Attn: Mr. Tom Ellis
245 Country Club Drive
Suite 300-D
Stockbridge, GA 30281

RE: 3300 Highway 42 South
Water and Sewer Availability

Dear Mr. Ellis:

The City of Locust Grove (the "City") does provide water service to the above-referenced property (the "Property") via an existing 12" line located along Market Place Boulevard and an 8" line along State Route 42. Sanitary sewer service is available via existing lines in the Walmart development.

The City provides water and sanitary sewer services on a first-come, first served basis. Prior to occupancy, the developer will be responsible for making any necessary upgrades to the systems in order to provide proper pressures and flows to the Property.

The information contained in this letter will remain in effect for a period of 365 days from the date of this letter unless otherwise notified in writing by the City. Any deviation from the information contained in the Letter of Intent, dated July 31, 2019, shall automatically void the information provided herein and shall require a separate re-evaluation by the City.

Please do not hesitate to contact me directly at 770-957-5043 if you need additional information.

Kind regards,

A handwritten signature in black ink that reads "Jack Rose".

Jack Rose
Director, Public Works

CC: Conditional Use File

ATLANTA SOUTH

COMMERCIAL PROPERTIES, INC.

July 31, 2019

Bert Foster, AICP
Director
Community Development Department
City of Locust Grove
P.O. Box 900
Locust Grove, GA 30248

RE: 2.83 acres, Out Lot 3, Market Place and Highway 42

Mr. Foster,

As the representative for Group Seven Sixteen, LLC., which has the property under contract from the current owner, PGP Properties, Inc., I am authorized to request for the change in use for the above described 2.83 acres.

It is the intent of the new owners to develop the property into two uses. The portion of the property that fronts Highway 42 will be a 2,000-3,000 square foot branch bank building. The back portion of the property will be developed as an approximately 15,000 single story medical office building.

We are requesting a change in the conditional use of the property to allow for the drive thru function for the branch bank facility under the current zoning.

Thank you in advance for your attention to this matter and we look forward to working with the City of Locust Grove on this project.

Sincerely,



Tom H. Ellis
President

CC: Dr. Sheryl Simpson-Jones, managing member Group Seven Sixteen, LLC

RECEIVED

AUG 1 2019

Applicant Campaign Disclosure Form

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?
Yes ___ No X

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

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

We certify that the foregoing information is true and correct, this 5 day of Aug 2013.

GRAVO SEVEN SIXTEEN, LLC
Applicant's Name - Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

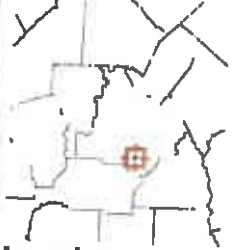
Sworn to and subscribed before me this _____ day of _____ 2013.

Carol Lynn Stapleton
Notary Public

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



Overview



Legend

- Parcels
- Roads

Parcel ID	128-01020001	Class	C	Owner	PGP PROPERTIES INC	Land Value:	\$593,400					
Property Address	3300 HIGHWAY 42 S	Acreage	2.838	Address	1760 PEACHTREE ST STE 100	Building Value:	\$0	Last 2 Sales				
District	City/LocustGrove				ATLANTA GA 30309	Misc Value:	\$0	Date	Price	Reason	Qual	
							Total Value:	\$593,400	11/9/2015	\$138,000	OTHER	U
									12/2/2014	\$400,000	DUND	U
											POWR	

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 8/5/2019

Last Data Uploaded: 7/16/2019 11:42:21 PM

Developed by Schneider
GEO SPATIAL

PGP Properties, Inc.
1760 Peachtree Street STE 100
Atlanta, GA 30309

July 31, 2019

RE: City of Locust Grove Conditional Use Application
3300 Highway 42 N
Locust Grove, GA 30248

To Whom It May Concern:

The owner, PGP Properties, Inc. hereby authorizes Tom Ellis of Atlanta South Commercial Properties Inc to be the authorized agent to represent them in the Conditional Use application for this property.

Thank you,

PGP Properties Inc.

BY: PGP Properties, Inc. By: 
Shi Shailesh

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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

Ad No.: 612056
Name and File No.: **PUBLIC HEARING 9/16/19**
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
08/28/19 Wed

Public Hearing Notice
City of Locust Grove
September 16, 2019
6:30 PM
Locust Grove Public
Safety Building
3540 Highway 42 South
Locust Grove, GA 30248

located) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 1205 Davis Lake Road (Parcel ID 127-01044000) containing approximately 1.2 +/- acres in Land Lot 249 of the 2nd District for the purpose of incorporating property in the City limits.

Notice is hereby given as required by Chapter 86 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 16, 2019 at 6:30 PM, will conduct public hearings for the purpose of the following:

The public hearing will be held in the Locust Grove Public Safety Building, located at 3540 Highway 42 South.

Bart Foster
Community Development
Director
City of Locust Grove
928-612056, 9/28

CONDITIONAL USE
CU-19-09-01 Tom Ellis, agent acting on behalf of Group Seven Sixteen, LLC, of Stockbridge, Georgia requests a conditional use for the purpose of allowing a financial institution (bank) with a drive-through configuration in the OI (office/institutional) zoning district for property located at 3300 Highway 42 South at the intersection of SR 42 and Market Place Boulevard (Parcel ID - 129-01020001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 2.8 +/- acres.

CU-19-09-02 Steven and Miranda Davis of Locust Grove, Georgia request a conditional use for the purpose of establishing a detached guest quarters on the property located at 91 Bowden Street (Parcel ID - 129-02014001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 3.5 +/- acres.

ANNEXATION AND REZONING
RZ-19-09-03 Christine Law and Derek Law request annexation and rezoning from RA (residential agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 387 and 387 Colvin Drive (Parcel ID 127-02022000) containing approximately 10.0 +/- acres in Land Lot 232 of the 2nd District for the purpose of incorporating property in the City limits.

RZ-19-09-04 Donna Price and Robert Shon Price request annexation and rezoning from RA (residential ag-

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

By Dawn Ward
Legal Advertising Clerk

Sworn and subscribed before me 08/28/19

Notary Public



Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

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

Ad No.: **612056**
Name and File No.: **PUBLIC HEARING 9/16/19**
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
08/28/19 Wed

Public Hearing Notice
City of Locust Grove
September 16, 2019
6:00 PM
Locust Grove Public
Safety Building
3640 Highway 42 South
Locust Grove, GA 30240

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 16, 2019 at 6:00 PM, will conduct public hearings for the purpose of the following:

CONDITIONAL USE
CU-19-09-01 Tom Ellis, agent acting on behalf of Group Seven Sixteen, LLC, of Stockbridge, Georgia requests a conditional use for the purpose of allowing a financial institution (bank) with a drive-through configuration in the O/I (office/institutional) zoning district for property located at 3300 Highway 42 South at the intersection of SR 42 and Market Place Boulevard (Parcel ID - 128-01020001) in Land Lot 200 of the 2nd District of Locust Grove, Georgia, and consisting of approximately 2.8 +/- acres.

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ANNEXATION AND REZONING

RZ-19-09-03 Christine Law and Derek Law request annexation and rezoning from RA (residential agricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 367 and 397 Colvin Drive (Parcel ID 127-02022000) containing approximately 10.0 +/- acres in Land Lot 232 of the 2nd District for the purpose of incorporating property in the City limits.

RZ-19-09-04 Donna Price and Robert Shon Price request annexation and rezoning from RA (residential ag-

ricultural) in unincorporated Henry County to RA (residential agricultural) within the City of Locust Grove for property located at 1206 Davis Lake Road (Parcel ID 127-01044000) containing approximately 1.2 +/- acres in Land Lot 249 of the 2nd District for the purpose of incorporating property in the City limits.

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

Bert Foster
Community Development
Director
City of Locust Grove
928-612056, 8/28

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

By Dawn Ward
Legal Advertising Clerk

Sworn and subscribed before me 08/28/19



Notary Public

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Bert Foster, who, after being duly sworn, testifies as follows:

1.

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

2.

On the 30th day of August 2019, I, Bert Foster, posted one (1) double-sided sign notifications on the Property advertising a public hearing on the request below to be heard by the Locust Grove City Council on the 16th day of September, 2019 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Said public hearing signs were posted at the following locations:

- A. 3300 Highway 42 South for a Conditional Use @ 1:35
- B. 91 Bowden Street for a Guest Quarters CU @ 1:30
- C. 1206 Davis Lake Road for a rezoning/annexation @ 1:20
- D. 387 and 397 Colvin Drive for a rezoning/annexation @ 1:15

Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

This 9th day of September 2019.



Affiant

Sworn and subscribed before me
this 9 day of September, 2019

Mariya Moore

Notary Public



Exhibit "A"
Sign Exhibits A through D

PUBLIC

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

CONDITIONAL USE

Use/Section: To allow a
financial institution with a
drive-thru in the OI
(official/institutional) district

DATE: September 16, 2019

TIME: 6:00 P.M.

NOTICE

For information, please call
1770-895-2321 or visit
www.locustgrove.ga.gov

ORDINANCE NO. _____

TO AMEND TITLE 17 ENTITLED "ZONING", CHAPTER 17.04 ENTITLED "ZONING CODE ADOPTED", SECTION 17.04.131(3-7-151) ENTITLED "OI: OFFICE/INSTITUTIONAL DISTRICT ADOPTED AS AMENDED" OF THE CODE OF ORDINANCES OF THE CITY OF LOCUST GROVE TO PROVIDE FOR PERMITTED USES AND CONDITIONAL USES IN THE OFFICE/INSTITUTIONAL ZONING DISTRICT WITHIN THE CITY OF LOCUST GROVE; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Section 17.04.131 OI: Office/Institutional is hereby amended by adding new Section 17.04.131(b)(13) "Permitted Uses" to read as follows:

(13) Financial institutions without drive-through facilities. For the purpose of this amendment, "Financial institution" means an institution empowered by a State or Federal charter to receive deposits and make loans, among other things, subject to the regulatory and auditing supervision of the appropriate State or Federal banking authority exclusive of alternative financial services providers such as title loan businesses, short-term loan providers, cash-for-gold stores, refund/paycheck anticipation lenders and pawn shops.

SECTION 2. Section 17.04.131 OI: Office/Institutional is hereby further amended by adding new Section 17.04.131(d)(3) "Conditional Uses" to read as follows:

(3) Financial institutions with drive-through facilities. For the purpose of this amendment, "Financial institution" means an institution empowered by a State or Federal charter to receive deposits and make loans, among other things, subject to the regulatory and auditing supervision of the appropriate State or Federal banking authority exclusive of alternative financial services providers such as title loan businesses, short-term loan providers, cash-for-gold stores, refund/paycheck anticipation lenders and pawn shops.

SECTION 3. Codification. This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

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

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

SECTION 6. Effective date. This ordinance shall become effective immediately upon its adoption by the Mayor and the City Council of Locust Grove.

SO ORDAINED this 3rd day of September 2019.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Resolution on I-75 Industrial Interchange – Funding and TIP

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, General, SPLOST, Capital Reserve

Date Received: October 3, 2019

Workshop Date: Prior approval in 2016 (Updated from recent developments)

Regular Meeting Date: October 7, 2019

Discussion:

Attached behind this cover sheet is a Resolution for the commitment of funding as well as a request for support from the Georgia Department of Transportation for the continuation of the I-75 Industrial Interchange, located just south of the Bethlehem Road overpass and a crucial part of the Major Mobility Investment Program (MMIP) in the Commercial Vehicle Lanes project. We are working currently with the State in getting firm commitment in the advancement of the project and assistance with other projects that may be required as we commit to funding of the necessary steps to get this to construction.

Recommendation:

I motion to (APPROVE) A RESOLUTION TO REQUEST FINANCIAL ASSISTANCE FROM THE GEORGIA DEPARTMENT OF TRANSPORTATION (“GDOT”) FOR THE I-75 INDUSTRIAL INTERCHANGE AND REQUESTING THAT THIS PROJECT BE PLACED ON THE TRANSPORTATION IMPROVEMENT LIST FOR THIS PROJECT TO BE COMMENCED WITHIN THE NEXT FIVE YEARS; TO COMMIT FUNDING FOR A PORTION OF SAID NECESSARY WORK TO ADVANCE THIS PROJECT; TO AUTHORIZE THE MAYOR TO EXECUTE SAID DOCUMENTS REQUESTING ASSISTANCE AND RELATED DOCUMENTS; TO REPEAL INCONSISTENT PROVISIONS; AND FOR OTHER PURPOSES.

RESOLUTION

A RESOLUTION TO REQUEST FINANCIAL ASSISTANCE FROM THE GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT") FOR THE I-75 INDUSTRIAL INTERCHANGE AND REQUESTING THAT THIS PROJECT BE PLACED ON THE TRANSPORTATION IMPROVEMENT LIST FOR THIS PROJECT TO BE COMMENCED WITHIN THE NEXT FIVE YEARS; TO COMMIT FUNDING FOR A PORTION OF SAID NECESSARY WORK TO ADVANCE THIS PROJECT; TO AUTHORIZE THE MAYOR TO EXECUTE SAID DOCUMENTS REQUESTING ASSISTANCE AND RELATED DOCUMENTS; TO REPEAL INCONSISTENT PROVISIONS; 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 is charged with providing public services to local residents; and

WHEREAS, the Mayor and Council desire to request financial assistance from federal and state funding for the I-75 Industrial Interchange to be located along Interstate 75 in the vicinity of the Bethlehem Road overpass (hereinafter "Industrial Interchange");

WHEREAS, the Mayor and Council understand that this single project is essential for the long-term mobility concerns within the southern portion of Henry County, the City of Locust Grove, and a critical piece in the Georgia Department of Transportation (GDOT)'s project to construct the I-75 Commercial Vehicles Lanes as part of the Major Mobility Investment Program (MMIP) efforts;

WHEREAS, the Mayor and Council desire to request that the construction of the Industrial Interchange project be placed on an approved Transportation Improvement Program (TIP) with construction set to commence within the next five years;

WHEREAS, the Henry County Board of Commissioners failed in the efforts to properly execute the will of voters in SPLOST IV to spend all the necessary allotted amounts to perform the necessary Preliminary Engineering steps to advance the project to construction as well as the requirement to place the project on an approved TIP; and

WHEREAS, the Mayor and Council have committed at least two million dollars (\$2,000,000) to advance this project as a key part of the infrastructure of the City to maintain and grow its existing businesses while growing our economy and tax base further through various commercial, tourism, distribution and industrial development;

WHEREAS, the Mayor and Council of the City of Locust Grove, Georgia, 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 of the citizens of the City, have determined it to be in the best interest of the citizens of the City, that this Resolution be adopted.

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

1. Authorization.

- (A) The City requests federal and state financial assistance for the Industrial Interchange project.**
- (B) The City requests that the Industrial Interchange project be placed on GDOT's priority list to be included on an approved TIP with construction set to commence within the next five years.**
- (C) The City commits to fund to the best of its ability with a minimum of two million (\$2,000,000) for work to continue and advance the Industrial Interchange located at I-75 south of the Bethlehem Road overpass.**
- (D) The City requests a representative from the City be seated on any committee working on the Industrial Interchange.**

2. Additional Documents. The City Council of the City of Locust Grove authorizes the Mayor and/or City Clerk to execute and/or attest and seal any additional documents which may be necessary to effectuate this resolution ("Resolution") and said request, subject to approval as to form by the City Attorney.

3. Attestation. The City Council of Locust Grove does hereby authorize the City Clerk to attest the signature of any City official appearing on the request and any related documents, to affix the official seal of the City thereto, as necessary, and to place this Resolution and an executed copy of any related documents among the official records of the City for future reference.

4. 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.

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

6. Effective Date. This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 7th day of October, 2019.

ROBERT PRICE, MAYOR

ATTEST:

APPROVED AS TO FORM:

MISTY SPURLING, City Clerk
(seal)

CITY ATTORNEY



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Ordinance – Addendum to Sanitation Contract

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, Fund 540

Date Received: October 3, 2019

Workshop Date: N/A (Retreat Item for discussion)

Regular Meeting Date: October 7, 2019

Discussion:

Attached behind this cover sheet is an Ordinance to adopt a First Addendum to the existing Contract for Solid Waste Collection with Advanced Disposal, which initial term expiring February 28, 2020 and subsequent extensions each year after for two consecutive years. The other terms of the original contract would remain in effect. We are also working on a log system to track customer complaints and missed service calls due to failed equipment or lack of workers from Advanced. Finally, Advanced is working on a new routing system to schedule a 4th Day of pickup in the city. This would essentially “cover” us for the existing year of operations in a period that technically expired February 2019.

Recommendation:

I motion to (APPROVE) said Ordinance to adopt the First Addendum to the Residential Solid Waste Agreement between Advanced Disposal of Atlanta, LLC and the City of Locust Grove, Georgia.

ORDINANCE _____

AN ORDINANCE TO APPROVE THE FIRST ADDENDUM TO THE CONTRACT BETWEEN THE CITY OF LOCUST GROVE AND ADVANCED DISPOSAL SERVICES ATLANTA, LLC FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES; TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID CONTRACT; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY OF LOCUST GROVE, AS NECESSARY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The City is authorized to enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, the City entered into a contract for residential solid waste collection services between the City and Advanced Disposal Services Atlanta, LLC (the "Contract") on April 18, 2016 after being selected from the RFP let in January of that year. Said Contract is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Contract renewed according to the Terms and Condition through two consecutive terms ending on February 28, 2019; and

WHEREAS, the City wishes to authorize the Mayor to enter into and execute the "First Addendum to the Residential Solid Waste Collection Services Between the City of Locust Grove, Georgia and Advanced Disposal Services of Atlanta, LLC" (hereto referred as "First Addendum") for continued residential solid waste collection services between the City and Advanced Disposal Services Atlanta, LLC. Said First Addendum is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, the City finds that the foregoing action is necessary and beneficial to its citizens.

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. The First Addendum between the City and Advanced Disposal Services Atlanta, LLC as attached hereto and incorporated herein by reference as **Exhibit "B"** is hereby approved.

SECTION 2. Approval of Execution. The Mayor is hereby authorized to execute the First Addendum as described in **Exhibit "B"** upon delivery of a signed version by Advances Disposal Services Atlanta, LLC, and the City Manager or his designee is authorized to take

those actions necessary to effectuate this ordinance and perform the obligation of the City under said Agreement.

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

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

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

SECTION 6. Effective date. This ordinance shall become effective immediately upon its adoption by the Mayor and the City Council of Locust Grove.

SO ORDAINED by the Council of the City this 7th day of October, 2019.

BY:

ROBERT PRICE, MAYOR

ATTEST:

APPROVED AS TO FORM:

MISTY SPURLING, CITY CLERK

CITY ATTORNEY

EXHIBIT "A"

**RESIDENTIAL SOLID WASTE COLLECTION SERVICES CONTRACT BETWEEN
THE CITY OF LOCUST GROVE
AND ADVANCED DISPOSAL SERVICES OF ATLANTA, LLC
ADOPTED APRIL 18, 2016**

**AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this "Agreement") made and entered into on the 18th day of April, 2016, (the "Effective Date") by and between the City of LOCUST GROVE, a political subdivision of the State of GEORGIA and, by and through its Mayor and Council ("City") and ADVANCED DISPOSAL SERVICES ATLANTA, LLC, a Delaware limited liability company ("Contractor").

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of powers of the City; and

WHEREAS, the granting of an exclusive Agreement pursuant to this Agreement to a private company for the collection, transportation and disposal of solid waste is a valid function of City and such Agreement is proprietary in nature; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the collection of Residential Solid Waste; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City ; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

1.1 **"Agreement"** has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 **"Biomedical Waste"** shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated.

1.3 **"Bulky Waste"** means discarded household items that will not fit within an empty 95 gallon cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, large toys, bicycles, fish aquariums, sofas, chairs, tables, and other similar household items.

1.4 **"C&D Materials"** means waste building materials and rubble, excluding Hazardous Waste, resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other non-putrescible wastes which have a low potential for groundwater contamination.

1.5 **"Cart"** means a rollout receptacle for Residential Solid Waste with a capacity of 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid.

1.6 **"City"** means the City of Locust Grove which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 **"Contractor"** has the meaning set forth in the first paragraph above.

1.8 **"Curbside"** means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts and Bulky Waste for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the City or special district, or a road on private property for which an easement has been granted to the public and such road is

constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Disabled Person" means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises. Disabled Person shall not include any person located at commercial premises.

1.11 "Force Majeure" means any act, event, or condition having a direct material adverse effect on a party's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, if such act, event, or condition is beyond the reasonable control of the party. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects the: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 "Garbage" means non-Hazardous solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.13 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any

governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.15 “Residential Premises” means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, multifamily townhomes and condominium developments (without centralized trash collection), and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.16 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor. This definition also includes commercial establishments (primarily within the historic downtown vicinity) generating waste suitable for use of one or more 95-gallon carts.

1.17 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.18 “Services” has the meaning set forth below in Section 2.2.

1.19 “Special Waste” means any and all treated/de characterized (formerly hazardous) wastes; polychlorinated biphenyl (PCB) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

1.20 “Term” has the meaning set forth below in Section 2.4.

1.21 “Unacceptable Waste” mean (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the

applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.22 "White Goods" means household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

1.23 "Yard Trash" means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance at a Residential Premises other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Section 2.0 – Scope of Agreement

2.1 Recitals: Conflict. The parties hereto acknowledge and agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated herein by this reference.

2.2 Scope. The work under this Agreement shall consist of the collection of Residential Solid Waste and Bulky Waste once a week at curbside by Contractor from the Residential Premises. In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During Term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term The term of this Agreement shall be for a one (1) year period with a provision for automatic annual renewals each year. The period shall begin on March 1, 2016, and expire on February 28, 2017 (the "Initial Term"). No earlier than ninety (90) days

and not later than sixty (60) days before the first anniversary date of the Agreement, and each anniversary date thereafter, Contractor or City may enter into good faith negotiations with the other party and agree upon rates with adjustments, if any, with the City for the ensuing year and each year thereafter for the Initial Term. After the Initial Term, this Agreement will be renewed automatically for a maximum of two one-year terms unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew the Agreement prior to the expiration of the Initial Term or any subsequent one-year term thereafter. Notwithstanding any other provision of this Agreement, at the conclusion of each one-year term, the Agreement terminates absolutely; and the debts, if any, incurred by the City to Contractor are automatically and absolutely extinguished, satisfied and non-existent at the expiration of each one-year term regardless of whether the Agreement is renewed.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 **Residential Solid Waste.** Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart and shall place the Cart at Curbside by 6:30 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date, and has the right to refuse to collect all Unacceptable Waste. Contractor will collect cart contents only. Additional bags and personal carts will not be collected.

3.1.2 **Bulky Waste.** Contractor shall collect Bulky Waste from the Residential Premises that generated such Bulky Waste on a weekly basis with the exception on large items such as mattresses, box springs, sofas, and larger household items that weigh more than 50 pounds. For mattresses, box springs, sofas, and larger household items that weigh more than 50 pounds, customer must contact City Hall to call in these items and it will be collected on the customer's next scheduled collection day. Contractor is not required to collect Bulky Waste that does not meet these standards. Contractor shall not be deemed to be in default of this Agreement in any manner in the event Contractor fails or refuses to collect any such Bulky Waste from any Residential Premises because the Bulky Waste items were not timely placed for collection at Curbside in compliance with this Agreement.

3.1.3. **Disposal of Waste.** Contractor may deliver all Residential Solid Waste and Bulky Waste collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.2 Carts

Contractor shall furnish new Carts for every Residential Premises receiving the Services as contemplated by this Agreement. Such Carts shall at all times remain the property of Contractor. It shall be the responsibility of the Customers of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customers for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed three percent (3%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge over the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight. Non-Curbside Services are not available for the collection of Bulky Waste and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment.

3.5 Hours and Days of Operation; Holidays

3.5.1 Collection of Residential Solid Waste under this Agreement shall not start before 6:30 AM nor continue after 6:30 PM each day. No collection of Residential Solid Waste under this Agreement shall take place on any Sunday.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day	Independence Day
Thanksgiving Day	Labor Day
Christmas Day	Memorial Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Residential Solid Waste collection service at least once per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons.

3.6 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints: Missed Collections

3.7.1 Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of alleged missed scheduled collections for Residential Solid Waste (a "Missed Collection"), Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure, Contractor shall collect the Residential Solid Waste from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on Sunday.

3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment

shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly-owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any Residential Solid Waste or other acceptable materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 8:00 a.m. to 5:00 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste shall not be the highest priority. The collection of debris generated by a natural disaster shall be the responsibility of the Contractor. The Contractor agrees to provide reasonable cooperation, at no additional cost to the City, unless agreed to by the parties, collecting the debris in the aftermath of a natural disaster in an effort to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance With Law: Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day.

Section 4.0 – City Responsibilities

Initiation of Accounts and Billing: The City will be responsible for billing and collecting the Service Fee for the Services rendered by Contractor from all Residential Premises. The City will also be responsible for setting up all new accounts with respect to newly constructed Residential Premises and receiving any necessary information from such new Residential Premises and for referring the owners of such new Residential Premises to the Contractor so that the Contractor can initiate service.

Public Education and Outreach: The Contractor will be responsible for conducting all formal public education programs and outreach related to the Services. The City will proof and approve all public education/information materials as camera-ready copy, including information to be included in packages to be distributed by the Contractor with the Carts.

Service Referrals: The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

Compliance With law: The City shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement. The City shall pay the Service Fees to Contractor by the 30th day of each calendar month for the Services rendered during the previous calendar month. The City

shall submit, together with payment, a statement of the Services Fees that the City believes to be due and owing to Contractor for the Services rendered by the Contractor during the previous calendar month (the "Statement of Fees") based the terms and conditions of this Agreement. Such Statement of Fees shall include the number of Residential Premises receiving the Services. The City shall pay to the Contractor the amounts set forth in the Statement of Fees and otherwise as contemplated hereby. Upon receipt of the Statement of Fees issued by the City, the Contractor shall notify the City of any dispute it may have with respect to the City's Statement of Fees, provided that the City shall pay all undisputed amounts in accordance with this Agreement. If the parties are unable to settle any such disputes with respect to any Statement of Fees within a commercially reasonable time, then the parties shall submit such dispute to the dispute resolution procedure set forth in Section 10.2.

5.1.2. The City shall submit statements and collect the fees for the Services rendered by Contractor from all Residential Premises, including those accounts which are delinquent. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises.

5.2 Service Fee Adjustments

5.2.1 The Service Fees payable to the Contractor pursuant to this Agreement may be adjusted through a petition to Mayor and Council for approval or denial after the first one-year anniversary date of the Effective Date of this Agreement during the Term hereof, beginning on March 1, 2016, such that the Service Fees for the immediately ensuing twelve (12)-month period shall be increased on the basis of 100% of the increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"), during the immediately preceding twelve-(12) month period. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

5.2.2 The Contractor shall have the right to petition Mayor and Council for approval or denial to receive reimbursement from the City for increases, if any, in the cost of diesel fuel during the Term of this Agreement. Before March 1, 2016 (the "Fuel Adjustment Date"), the Contractor may notify the City in writing of the amount of such reimbursement as calculated pursuant to this Section 5.1 (the "Fuel Adjustment Notice"). Within thirty (30) days after the receipt by the City of the Fuel Adjustment Notice, the City may reimburse the Contractor an amount equal to any increases in the average cost of diesel fuel as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East Lower Atlanta (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers (the "Index") during the preceding twelve month period (the "Service Fee Fuel Adjustment") over the Base Cost per Gallon of Diesel Fuel. For purposes of the Service Fee Fuel Adjustment, the Base Cost per Gallon of Diesel Fuel as of the date hereof shall be \$ 2.864. In the event of an increase in the average Base Cost per Gallon of Diesel Fuel as reported by the Index on the Fuel Adjustment Date, Contractor shall certify to the City the number of gallons of diesel fuel consumed by Contractor in the performance of this Agreement during the preceding

twelve-month period. The Service Fee Fuel Adjustment shall then be calculated based on such number of gallons of diesel fuel multiplied by the increase, if any, in the average cost per gallon of diesel fuel as reported by the Index over the Base Cost per Gallon of Diesel Fuel.

5.3 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Section 5.2, the Service Fees may also be adjusted to compensate Contractor with a petition to Mayor and Council to approve or deny due to increases, if any, in the Contractor's costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The City agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, City, city, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste and/or Bulky Waste, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In addition to the foregoing, the Contractor may be permitted to charge for Non-Curbside Collection if, during the preceding period, the number of Service Units qualifying for such Collection reached three percent (3%) of Residential Premises.

Section 6.0 - Indemnity

Indemnification & Hold Harmless: The Contractor covenants and agrees to take and assume all risk and responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to on account of the performance or character of the Work rendered and materials used pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the City of Locust Grove, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as ("City of Locust Grove Parties")) from and against any and all claims, injuries, suits actions, judgments, damages losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense, (hereinafter "Liabilities") which may be alleged or result from the Work and materials used, the performance of contracted services, or the actions otherwise of the Contractor or any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone else for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities

caused by or resulting from the sole negligence of the City of Locust Grove or City of Locust Grove Parties. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims against the City of Locust Grove or City of Locust Grove Parties by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City of Locust Grove and City of Locust Grove Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement or the materials used during the performance of this Agreement.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Section 8.0 – Title to Waste

Title to the Residential Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

Section 9.0 – Events of Default: Remedies

9.1 Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by City. The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

- 9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however the City shall immediately be in default of this Agreement in the event the City fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the City or to provide the City with such fifteen (15) day period to cure such default; or
- 9.2.2. The City becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90)

days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor. Any rights of City not expressly granted in this Agreement are reserved by the City.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the City. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the City and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or

entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure.

Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City Manager
3644 Highway 42
Locust Grove, GA 30248
Phone: 770 957-5043

As to Contractor:

Advanced Disposal Services
300 Colonial Center Parkway, Suite 230
Roswell, GA 30076
Attn: Steve Edwards
Phone: 770 560-4025

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Dispute Resolution

(a) Before either party may take any legal action against the other to enforce the terms and conditions of this Agreement, the party seeking redress must first present all claims to be litigated before a mediator for mediation. If a mediator cannot be agreed upon by the parties of this Agreement, the mediator shall be selected by the presiding judge of Henry County's Superior Court. The petition for mediation shall be provided to the other party to this Agreement in the manner provided for notices in this Agreement. Mediation shall be completed within sixty (60) days from the date a mediator is selected.

The cost of the mediator shall be divided equally between the parties. The parties shall participate in mediation in good faith. As a jurisdictional prerequisite, the completion of mediation or the passage of sixty (60) days after selection of a mediator must occur before either party may file suit to enforce any provision of this Agreement.

(b) This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law. The parties hereby consent to the personal jurisdiction of the state and federal courts within Henry County, and the United States District Court for the Northern District of Georgia, for the adjudication of all matters relating to, or arising under, this Agreement.

(c) In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate with the consent of the City.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations

The City represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of Mayor and Council adopted the ___18th___ day of ___April___, 2016 in open meeting and of record in its official minutes.

(b) The City validly exists as a political subdivision under the laws of the State of GEORGIA. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City's MAYOR has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule,

regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.


CITY OF LOCUST GROVE




Witness

By: 

Name: Robert Price
Title: Mayor



Notary



Attest: 

Name: Misty Titshaw
Title: City Clerk

ADVANCED DISPOSAL SERVICES
ATLANTA, LLC



Witness

By: 

Name: Charlene
Title: PWT



Notary Public

Attest: 

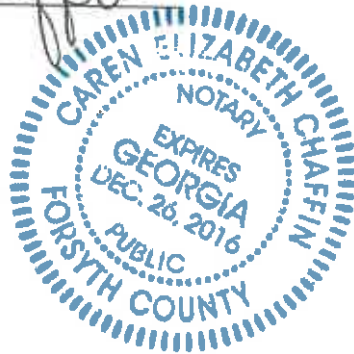


EXHIBIT A
Service Fees March 1, 2016-February 28, 2017

Service Provided	Monthly Rate
Residential Service	
1 95 gallon cart	\$10.12
2 95 gallon carts	\$15.12
Back door service for disabled charge	No extra
Commercial Service	
1 95 gallon cart	\$10.12
2 95 gallon carts	\$15.12
3 95 gallon carts	\$20.12
4 or more 95 gallon carts	\$25.15
Services for City	
City Hall and Police Department 8 yard once a week	No charge
Roll off container for C & D Waste charge	No rental
On call service	\$125 per haul
Disposal Fee (Jackson Transfer Station)	\$42 per ton
One thirty yard compactor for Solid Waste charge	No rental
On call service	\$125 per haul
Disposal Fee (Jackson Transfer Station)	\$42 per ton
Roll off containers for MSW recycling charge	No rental
If contaminated with garbage there will be a \$350 charge (35 minute turnaround) No Glass	No haul
Roll off containers for Metals recycling charge	No rental
On call service (35 minute turnaround) Rebates back to City	\$125 per haul

EXHIBIT "B"

**FIRST ADDENDUM TO THE RESIDENTIAL SOLID WASTE COLLECTION
SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE, GEORGIA
AND ADVANCED DISPOSAL SERVICES OF ATLANTA, LLC
ADOPTED APRIL 18, 2016**

First Addendum to the Residential Solid Waste Collection Services Between the City of Locust Grove, Georgia and Advanced Disposal Services of Atlanta, LLC

WHEREAS, the City of Locust Grove, Georgia and Advanced Disposal Services of Atlanta, entered into an Agreement for Residential Solid Waste Collection Services starting on April 18, 2016, starting on March 1, 2016; and

WHEREAS, the City of Locust Grove, Georgia and Advanced Disposal Services of Atlanta, LLC agreed to renew the Terms and Conditions of the Agreement for two one year terms extending the Agreement through February 28, 2019; and

WHEREAS, the City of Locust Grove, Georgia and Advanced Disposal Services of Atlanta, LLC now hereby agree to renew and reset the Terms and Conditions of the Agreement for one initial term of one year term extending the term through February 28, 2020 with two optional one year terms as specified in the Agreement under 2.4 Term.

NOW THEREFORE, in consideration of the mutual covenants and the Agreement herein set forth, the City of Locust Grove and Advanced Disposal Services of Atlanta, LLC hereby agree to the terms of this Addendum as follows:

1. Accuracy of Recitals The recitals set forth above are true and correct.
2. Term of Contract The term of this Agreement shall be one year through February 28, 2020 with two optional one year periods unless either party gives written notice to the other party sixty days (60) via certified mail prior to each annual anniversary date after the Initial Term. If no notice is received, the term automatically renews itself annually for another term through February 28, 2022.
3. Except as amended hereby, the Exclusive Agreements, remains in full force and effect.

Signed, sealed and delivered. In the presence of:
City of Locust Grove

By: _____ Mayor Date _____

Attest: _____

Advanced Disposal

By: _____ RVP Date _____

Attest: _____



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Ordinance Amendment – Section 9.04.030

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: N/A

Date Received: October 3, 2019

Workshop Date: N/A

Regular Meeting Date: October 7, 2019

Discussion:

Attached behind this cover sheet is an amendment to Section 9.04.030 of the Code of Ordinances of the City of Locust Grove, Georgia that deals with discharge of weapons within the corporate limits. Due to the fact that we've annexed into developed RA property, the exclusion of this district is no longer encouraged. There are tracts that are "undeveloped" (i.e., residential, commercial and industrial properties with no active permits or structures on a lot) that would not be covered according to the regulations in general.

Recommendation:

I motion to (APPROVE) said Ordinance to amend Section 9.04.030 of the Code of Ordinances of the City of Locust Grove, Georgia.

ORDINANCE NO. _____

TO AMEND TITLE 9 ENTITLED “PUBLIC PEACE, MORALS AND WELFARE”, CHAPTER 9.04 ENTITLED “OFFENSES GENERALLS”, SECTION 9.04.030 ENTITLED “WEAPONS – DISCHARGE IN CITY” OF THE CODE OF ORDINANCES OF THE CITY OF LOCUST GROVE TO PROVIDE FOR REGULATIONS AND RESTRICTIONS OF FIREARM DISCHARGES WITHIN THE CITY OF LOCUST GROVE; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Paragraph “C” of Section 9.04.030 is hereby amended by deleting the paragraph in its entirety and inserting in lieu thereof the following:

- C. Upon application and approval by the chief of police, it shall not be unlawful to discharge a firearm inside undeveloped areas of the city for the purpose of hunting wildlife, so long as such activity is otherwise lawful and in compliance with all applicable federal and state laws and regulations and subject to subsections (C)(1)—(C)(4) of this section. Notwithstanding the above, it shall be unlawful to discharge a firearm under this subsection within the confines of the city of Locust Grove:
1. Within fifty yards of a public roadway;
 2. Within two-hundred yards of a dwelling house of another;
 3. Within any zoning district zoned and developed for residential purposes;
or
 4. In such a manner as to endanger another's life or property.

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

SECTION 3. Severability. In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses, or phases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of the ordinance.

SECTION 4. Repeal of conflicting provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. Effective date. This ordinance shall become effective immediately upon its adoption by the Mayor and the City Council of Locust Grove.

SO ORDAINED this 7TH day of October 2019.

ROBERT S. PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

MISTY SPURLING, City Clerk

CITY ATTORNEY

(seal)



Community Development Department

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

Item Coversheet

Item: An ordinance to accept the realigned portion of Price Drive and new Logistics Drive as public right-of-way

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: N/A

Date Received: October 3, 2019

Workshop Date: TBD

Regular Meeting Date: October 7, 2019

Discussion:

As part of the rezoning conditions for the Clayco building, Price Drive had to be brought up to a commercial paving standard and realigned farther to the west to create a four-way intersection with Strong Rock Parkway and Bill Gardner Parkway.

This work has been completed for several months now. The developer is seeking to dedicate this realigned portion of Price Drive to the City, as well as a new section of road leading into the facility, in order to facilitate getting a Certificate of Occupancy on the building for a temporary tenant to use during the upcoming holiday season.

Recommendation:

I MOVE TO (approve/deny/table) THE ORDINANCE TO ACCEPT THE RIGHT-OF-WAY DEDICATION PLATS ENTITLED “*RIGHT-OF-WAY DEDICATION PLAT OF RELOCATED PRICE DRIVE FOR CLAYCO*” AND “*RIGHT-OF-WAY DEDICATION PLAT OF LOGISTICS DRIVE FOR CLAYCO*” BY AUBREY J. AKIN, RLS #3138.

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF RIGHT-OF-WAY DEDICATION PLATS IN CONJUNCTION WITH THE LOCUST GROVE DISTRIBUTION CENTER PROJECT; TO PROVIDE AUTHORIZATION FOR THE MAYOR AND COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE AND RECORD ALL NECESSARY DOCUMENTS ASSOCIATED WITH THE DEDICATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the Locust Grove Community Development Department received final right-of-way dedication plats prepared for property located along Price Drive in Land Lots 183, 201, 202, and 215 of the 2nd District, Locust Grove, Georgia (the "Property"); and,

WHEREAS, the current owner of the property is of John Hancock Life Insurance Company (USA), of Boston, Massachusetts, (the "Owner"); and,

WHEREAS, the Property contains approximately 5.6 acres and has been developed as an industrial street in accordance with zoning conditions contained in *Ordinance 16-09-048*; and,

WHEREAS, the right-of-way dedication plats entitled "*Right of Way Dedication Plat of Logistics Drive for Clayco*" and "*Right of Way Dedication Plat of Relocated Price Drive for Clayco*" were prepared by Technical Survey Services. ("**Exhibit A**"); 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 plats known as "*Right of Way Dedication Plat of Logistics Drive for Clayco*" and "*Right of Way Dedication Plat of Relocated Price Drive for Clayco*".

SECTION 2 – The Mayor and Community Development Director are authorized to sign the plats for recording.

SECTION 3 – That this Ordinance shall be effective immediately upon receiving and approving all required documentation associated with the plats including maintenance bonds, inspection reports and easements.

SO ORDAINED by the Council of the City this 7th day of June 2019.

CITY OF LOCUST GROVE, GEORGIA

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

“EXHIBIT A”

ISS

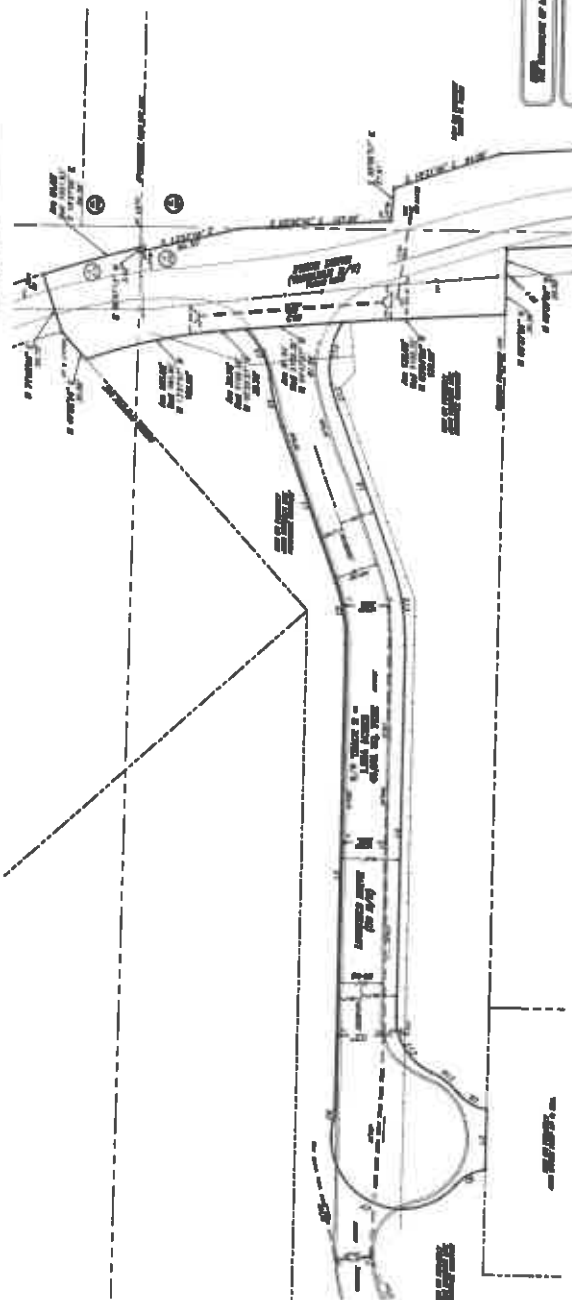
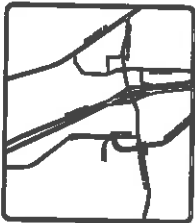
City of Lawrence, Kansas
Engineering Department
2010

Project No.	
Sheet No.	
Date	

RIGHT OF WAY DEDICATION PLAN
FOR
LOGISTICS DRIVE
IN
CLAYCO
LAND LOT 28, 29D DISTRICT
CITY OF LAWRENCE, KANSAS AND COUNTY OF GEORGIA

1

SHEET 1 OF 1



STATEMENT OF WORKING CONDITIONS

The undersigned hereby certifies that the above described work was done by him or under his direct supervision and that he is a duly Licensed Professional Engineer in the State of Kansas. He further certifies that the work was done in accordance with the laws and regulations of the State of Kansas and that the work is true and correct to the best of his knowledge and belief.

 Date: _____
 Title: _____

NOTICE TO CONTRACTORS

The undersigned hereby certifies that the above described work was done by him or under his direct supervision and that he is a duly Licensed Professional Engineer in the State of Kansas. He further certifies that the work was done in accordance with the laws and regulations of the State of Kansas and that the work is true and correct to the best of his knowledge and belief.

 Date: _____
 Title: _____



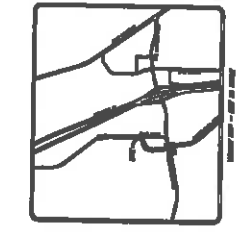
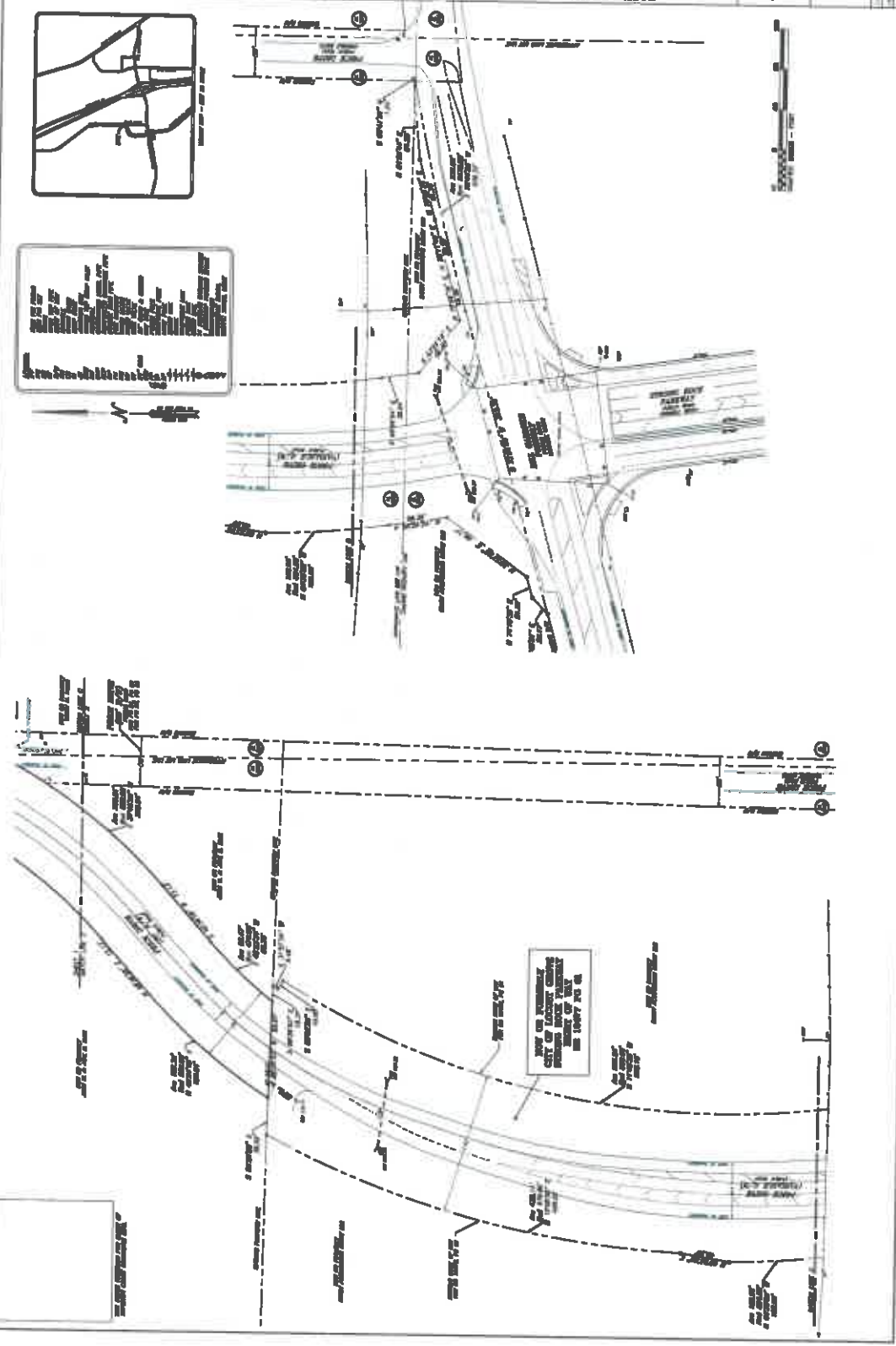
RIGHT OF WAY DEDICATION PLAT
 FOR
CLAYCO
 RELOCATED PRICE DRIVE
 LAND LOTS 18, 21, 22 & 23
 CITY OF LOSERS, HENRY COUNTY, GEORGIA



2

2

ISS



Lot No.	Area (Sq. Ft.)	Area (Acres)	Remarks
18	12,345	0.28	Part of Lot 18
21	15,678	0.36	Part of Lot 21
22	18,901	0.43	Part of Lot 22
23	21,234	0.49	Part of Lot 23
Total	68,158	1.56	Total Project Area

