

**DRAFT**

**City of Locust Grove  
Council Workshop Meeting Minutes  
Public Safety Building – Courtroom Chamber  
3640 Highway 42 S. – Locust Grove, GA 30248  
Monday, February 1, 2021  
6:00 PM**

<b>Members Present:</b>	<b>Staff Present:</b>
Robert Price – Mayor	Tim Young – City Manager
Carlos Greer – Councilman	Bert Foster – Assistant City Manager
Willie Taylor – Councilman	Misty Spurling – City Clerk
Keith Boone – Councilman	Jennifer Adkins – Assistant City Clerk
Rod Shearouse – Councilman	Daunté Gibbs – Community Development Director
Rudy Breedlove - Councilman	Matthew Long - Police Captain
	Anna W. Ogg – Main Street Director
	Jack Rose – Public Works Director
	Andy Welch - Attorney

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

Invocation given by Assistant City Manager Bert Foster

Councilman Taylor led the Pledge of Allegiance.

**APPROVAL OF AGENDA** –

Mayor Price asked for a motion to amend to add item seven and item eight. Councilman Boone made the motion to add items seven and eight to the agenda.

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

Mayor Price asked for a motion. Councilman Taylor made the motion to approve the February 1, 2021 meeting agenda as amended.

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

**PUBLIC COMMENTS** –

Mayor Price asked Chief Patton to come forward. Chief Patton and wife, Lisa Patton stepped forward. A “farewell” video from staff and Council was presented on the overhead video screen in honor of Chief Patton’s retirement from the City of Locust Grove.

Mayor Price and Council joined Chief Patton to present him with a service plaque and a gift recognizing his 32 years of service with the city. City Manager Tim Young thanked Chief Patton for his years of service with the City of Locust Grove. Mayor Price and Council each made comments wishing Chief Patton a happy retirement and success in the future. Chief Patton thanked everyone for the thoughtful words and gift. Nothing further.

**PUBLIC HEARING ITEMS – NONE**

**APPROVAL OF THE MINUTES -**

**1. JANUARY 4, 2021- REGULAR MEETING MINUTES –**

Mayor Price asked for a motion. Councilman Boone made the motion to approve the January 4, 2021 regular meeting minutes.

RESULT	APPROVED JANUARY 4, 2021 REGULAR MEETING MINUTES
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN SHEAROUSE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**2. JANUARY 19, 2021- WORKSHOP MEETING MINUTES –**

Mayor Price asked for a motion. Councilman Boone made the motion to approve the January 19, 2021 workshop meeting minutes.

RESULT	APPROVED JANUARY 19, 2021 WORKSHOP MEETING MINUTES
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN SHEAROUSE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**3. JANUARY 19, 2021- EXECUTIVE SESSION MEETING MINUTES –**

Mayor Price asked for a motion. Councilman Taylor made the motion to approve the January 19, 2021 executive session meeting minutes.

RESULT	APPROVED JANUARY 19, 2021 EXECUTIVE SESSION MEETING MINUTES
MADE MOTION	COUNCILMAN TAYLOR
2 <sup>ND</sup> MOTION	COUNCILMAN BOONE
FAVOR	MOTION CARRIED – ALL IN FAVOR

**ACCEPTANCE OF THE FINANCIAL STATEMENT – FY CLOSEOUT - NONE**

**UNFINISHED BUSINESS/ACTION ITEMS –**

**4. Approval of an ordinance to adopt revised specifications and details pertaining to water and sewer services -**

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving ordinance #21-02-011.

RESULT	APPROVED ORDINANCE #21-02-011
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN BREEDLOVE
VOTE	MOTION CARRIED – ALL IN FAVOR

**5. Resolution to approve the (MOU) Memorandum of Understanding between the City of Locust Grove and GDOT for the Bethlehem Road Interchange –**

City Manager Tim Young stepped forward and led discussion this is to facilitate Design and Construction to move at streamlined speed and allow its opening far earlier than originally estimated. This is to be additive to the Henry County SPLOST IV commitment of the remainder of the \$5 million earmarked by the voters. Discussion took place. Mr. Young said there is a typo on the resolution that should say SPLOST IV not SPLOST V.

Councilman Greer asked Mr. Young to clarify a comment he made “hopefully the County will be in agreement with this”. Mr. Young replied the County has an MOU as well; however, there was inconsistency among the Commission. Mr. Young said we are proceeding forward with expectations of the County cooperating.

Councilman Greer said we have let them know several times we are committed to this; however, we are the only ones always stepping up. Attorney Andy Welch said this in an agreement between the City of Locust Grove and GDOT and it does not matter the County’s actions. The city will continue to lead by example, and according to GDOT the city is a willing and responsible contributing partner. Further, Attorney Andy Welch said we have not had any control of the County’s actions; however, we do want them to follow through on their initial commitment. We are trying to develop a relationship with GDOT and in our favor, Tim is authorized to administer federal funds. The MOU will continue for ten years from the effective date with anticipation of 2027-2028 project completion.

Councilman Boone asked who designates this as being a SPLOST project and Attorney Andy Welch replied the voters do unless the project is deemed to be unfeasible. Discussion took place about the City of Locust Groves contribution [\$1,000,000]. Attorney Andy Welch said this is an ongoing feasible project approved by voters and GDOT is committed in making it happen. Nothing further.

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving resolution #21-02-012.

RESULT	APPROVED RESOLUTION #21-02-012
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN SHEAROUSE
VOTE	MOTION CARRIED – ALL IN FAVOR

**NEW BUSINESS/ACTION ITEMS –**

**6. Ordinance to approve the final plat for Bunn Farms Phase I located on Peeksville Road west of S. Ola Road -**

Mayor Price asked for a motion. Councilman Shearouse made the motion to approve the request by approving ordinance #21-02-013.

RESULT	APPROVED ORDINANCE #21-02-013
MADE MOTION	COUNCILMAN SHEAROUSE
2 <sup>ND</sup> MOTION	COUNCILMAN BOONE
VOTE	MOTION CARRIED – ALL IN FAVOR

**ADD ITEMS -**

**7. Ordinance to amend the Police Standard Operating Procedures (SOP) Section A-030-**

Mayor Price asked for a motion. Councilman Shearouse made the motion to approve the request by approving ordinance #21-02-014.

RESULT	APPROVED ORDINANCE #21-02-014
MADE MOTION	COUNCILMAN SHEAROUSE
2 <sup>ND</sup> MOTION	COUNCILMAN GREER
VOTE	MOTION CARRIED – ALL IN FAVOR

**8. Resolution to authorize acceptance of Agreement to purchase temporary easement for Peeksville Connector Project –**

Mayor Price asked for a motion. Councilman Shearouse made the motion to approve the request by approving resolution #21-02-015.

RESULT	APPROVED ORDINANCE #21-02-015
MADE MOTION	COUNCILMAN SHEAROUSE
2 <sup>ND</sup> MOTION	COUNCILMAN BOONE
VOTE	MOTION CARRIED – ALL IN FAVOR

**CITY MANAGER’S COMMENTS –**

Mr. Young reminded everyone the workshop meeting will be February 22, 2021. We are waiting on Census data which was pushed back to April 30, 2021. Covid-19 cases have decreased; however, there were about 20 deaths in the County last week. Please keep them in your prayers.

**MAYOR’S COMMENTS –**

Mayor Price had no comments and asked Council for any comments.

Councilman Greer made a comment there is a video of one our police officers [Officer McElhenney] who took the time to stop and play basketball with a kid he noticed playing while on his rounds. Councilman Greer said it is very nice to see our officers interact with our community. Nothing further.

**EXECUTIVE SESSION – NONE**

**ADJOURNMENT** –

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

RESULT	APPROVED – ADJOURN MEETING
MADE MOTION	COUNCILMAN BOONE
2 <sup>ND</sup> MOTION	COUNCILMAN GREER
FAVOR	MOTION CARRIED MEETING ADJOURNED @ 6:44 PM.

Notes taken by:

Misty Spurling, City Clerk

DRAFT

**City of Locust Grove  
 Council Workshop Meeting Minutes  
 Public Safety Building – 3640 Highway 42 S.  
 Locust Grove, GA 30248  
 Monday, February 22, 2021  
 6:00 PM**

DRAFT

<b>Members Present:</b>	<b>Staff Present:</b>
Robert Price – Mayor	Tim Young – City Manager
Carlos Greer – Councilman	Bert Foster – Assistant City Manager
Willie Taylor – Councilman	Misty Spurling – City Clerk
Keith Boone – Councilman	Jennifer Adkins – Assistant City Clerk
Rod Shearouse – Councilman	Daunté Gibbs – Community Development Director
Rudy Breedlove - Councilman	Matthew Long - Captain
	Jack Rose – Public Works Director
	Anna W. Ogg – Main Street Manager
	Warren Tillery – SWWW
	Brooke White - SWWW

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

Invocation given City Manager Tim Young.

Councilman Boone led the Pledge of Allegiance.

**APPROVAL OF AGENDA** –

Mayor Price asked for a motion. Councilman Taylor made the motion to approve the February 22, 2021 meeting agenda.

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

**PUBLIC COMMENTS** – NONE

**PUBLIC HEARING ITEMS** –

- 1. Hearing for annexation of 211.97 +/- acres and 1.91 +/- acres located at 245 and 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in LL 132, 133, and 156 of the 2<sup>nd</sup> districts.**

Community Development Director Daunte’ Gibbs stepped forward and led discussion this is a request for annexation from the Sims family utilizing the 100% method per O.C.G.A. §36-36-20. The property is currently zoned RA (residential agricultural) and will remain so if incorporated into the City. The properties are not currently serviced by the city water and sewer services. Discussion took place and staff is recommending approval.

Mayor Price opened for public comments.

Mr. George Harvey stepped forward to comment. Mr. Harvey said he is under contract with the applicant to purchase the land. Mr. Harvey said he purchases property to sell later and said he is requesting annexation only and want to leave the current zoning as RA. Mr. Harvey confirmed he does not have current plans for any development on the property.

Councilman Greer asked Mr. Harvey if there are plans for the property in the “future” since Mr. Harvey said there are no “current” plans for it. Mr. Harvey replied we may eventually sell (possibly residential); however, no specific plan now. Councilman Greer asked why the request for annexation and Mr. Harvey replied to have access to city services.

Councilman Shearouse asked Mr. Harvey his relationship with the Sims family and Mr. Harvey replied he is only the agent for land purchase.

Councilman Greer asked Mr. Harvey if not annexed would it be a deal breaker and Mr. Harvey said no but annexation would be helpful. Nothing further.

Mayor Price closed the public hearing.

Mayor Price asked comments from Council.

Councilman Boone asked if the County has the water service on this property. Mr. Young replied the County would master meter and the city would purchase at wholesale (master meter rate) being the city provides sewer to that area. We would resell the water at our rate. Councilman Boone asked who is responsible for water repairs or issues. Mr. Young replied the city would be responsible for the water lines and Henry County responsible for water delivery. Councilman Boone made a comment about the island and Mr. Gibbs said they meet the requirements not to create the island. Discussion took place about low-density requirements and Mr. Gibbs said normally would be one to two units per acre or roughly 300 homes. Mr. Young said it is equivalent to R-2 zoning where the highest density in low density land use category.

Councilman Boone asked Mr. Harvey what his choice of rezoning would be, and discussion took place. Mr. Young said the maximum allowance is R-2. Mr. Harvey said we normally result in a 65% ratio which is less than 200 homes. Mr. Harvey clarified he would not be coming back to request a rezoning and said he would seek to stay consistent with current requirements. Nothing further.

**2. Hearing for rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 and 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in LL 132, 133, and 156 of the 2<sup>nd</sup> districts.**

Community Development Director Daunte’ Gibbs said the applicant is wanting to maintain the current RA zoning; therefore, no further discussion took place.

Mayor Price opened for public comments and there were no comments. Mayor Price closed the public hearing.

Mayor Price asked for comments from Council and no comments.

**NEW BUSINESS/ACTION ITEMS – NONE**

## **CITY OPERATION REPORTS / WORKSHOP DISCUSSION ITEMS**

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

- **DDA appointment resolution – Stephanie Epps**

Main Street Director Anna Ogg said this is to appoint Stephanie Epps for the unexpired term of Cheryl Clevenger whose resignation is effective March 1, 2021 to the Downtown Development Authority.

- **Memorandum of Agreement (MOA) with GA Department of Community Affairs, Historic Preservation Division regarding the 2021 Locust Grove Historic Resource Survey –**

Mrs. Ogg said this is a draft between the city and the Historic Preservation Division (HPD) to advance to Phase II Certified Local Government (CLG) status for the City of Locust Grove and access to brick-and-mortar historic preservation grants. The city is currently Phase I CLG status. A staff-conducted citywide Historic Resource Survey is required to advance to Phase II. The survey is to be executed over an 18-month period. This MOA-based approach allows the city to forgo hiring an outside consultant when a qualified staff person or volunteer can conduct.

Councilman Greer asked Mrs. Ogg if she is qualified and Mrs. Ogg replied “yes” and confirmed she will be conducting the survey based on her education and training in Historic Preservation.

Councilman Shearouse asked what the advantage is to approve, and Mrs. Ogg replied this would allow us approval for federal pass-through grants. Discussion took place. Nothing further.

Mrs. Ogg continued with an update DDA did meet last month to discuss the unexpired term of Mrs. Clevenger. The HPC did not meet because there were no new business items. Nothing further.

### **PUBLIC SAFETY OPERATIONS – CAPTAIN LONG**

Captain Long gave an update and reviewed the monthly report. Total collections for January 2021 were \$41,914.00 with 43 accidents and 17 investigations. Detective Yarian completed Level I Supervisor training. Further, we have four applicants to interview this week. We are hoping to hire one or two officers to bring the department at full staff. Nothing further.

### **PUBLIC WORKS – JACK ROSE**

Public Works Director Jack Rose gave an update we are working on several projects and continuing with general maintenance. Nothing further.

### **ADMINISTRATION – BERT FOSTER**

Mr. Foster gave an update we are completing one set of construction easements this week for the Peeksville Road Extension. The city Attorney is working with GDOT for more information on the remaining project. Tanger Park site work is 99% complete, and the pavilion is now complete. Mr. Foster said he and Anna met with a playground specialist and should be making progress soon. The State is still processing comments from the public information open house on the MMIP commercial lane project from I-475 to



Highway 155. Further, Mr. Foster said he and Tim are working on letters to the property owner regarding easements needed for the signal at Hwy 42 and Marketplace Boulevard. Mr. Foster said discussion is in place for the Veteran's Memorial, and we are on schedule for re-striping (with addition of delineators) at Bill Gardner and Highway 42 [Eastbound approach for Northbound Highway 42]. Nothing further.

- **Ordinance to renew the City's service contract with ICC Inspection Services (Ronnie Glaze) for building and trade inspections and plan reviews -**

Mr. Foster continued discussion this is an upcoming item for approval to renew ICC Inspection Services contract. An increase is reflected in this renewal for commercial inspections from \$2,400 monthly to \$2,800 monthly.

Councilman Greer referenced "Exhibit A" and discussion took place on the salary for Mr. Glaze per month. Councilman Greer asked if we should be researching to hire an inspector in-house to decrease our costs. Mr. Young made a comment we can look further into it. He added that we may start to see a decline in housing and commercial activity due to the impact of Covid-19 which could offset our monthly costs to Mr. Glaze; however, we may need to think about our options with hiring a residential inspector. Discussion took place.

Councilman Boone asked if Mr. Glaze is held accountable for incorrect approvals/authorizations. Mr. Foster asked Councilman Boone if he means disciplinary action? Councilman Boone said he represents the city and if he were an employee, he would be held accountable.

Mayor Price asked where his salary is designated from and Mr. Foster replied we pay his salary from permit fees we collect. Mr. Foster said Mr. Glaze also serves as a project manager for smaller projects like Tanger Park and adjusts his schedule accordingly to coincide with current and upcoming projects.

Councilman Shearouse asked if Mr. Glaze has additional staff and Mr. Foster said he has a helper now, and Mr. Glaze pays him directly.

Councilman Boone referenced "Exhibit B" and ask Mr. Foster if we are utilizing Mr. Glaze for those services and Mr. Foster replied not much but need to. Nothing further.

- **Ordinance to renew the City's service contract with Whitley Engineering, Inc. (Mark Whitley) for Erosion Control Plan Review and inspections -**

Mr. Foster said this is also an upcoming contract renewal for Whitley Engineering. Mr. Foster reviewed the pay scale per month of \$1,800 per month for inspections and reports and \$300 per month for assistance with the MS4 report.

Councilman Shearouse asked the term of the contract and Mr. Foster replied this is a one-year contract up to three years. Nothing further.

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

Community Development Director Daunté Gibbs gave an update his department has issued a total 270 permits including 37 new house permits for 2021. We have issued 55 COs [36 residential and 19 commercial permits] with 31 business licenses issued for 2021. Mr. Gibbs said he emailed Council a collaborative list of the current residential subdivision and commercial activity for review. Mr. Gibbs said if anyone has questions regarding the information provided please let him know. Nothing further.

- **Discussion to amend Chapter 17 of City of Locust Grove Code of Ordinances, entitled Zoning Ordinance –**

Mr. Gibbs continued with a discussion his department is initiating a dialogue between the City Council and Staff regarding the needed overhaul of the zoning ordinance. The majority of what we refer to was adopted in 1986 which is outdated. This is to provide a more cohesive, functional, and up-to-date zoning ordinance that will complement the current Comprehensive Land Use Plan. This will be a very daunting project and could take one to two years to complete. Locust Grove is growing at a rate of over nine percent and at that rate this will be very beneficial. Mr. Gibbs ask Mayor and Council to think about what has and has not worked for the city and give any feedback to him accordingly.

Councilman Greer asked Mr. Gibbs if he would clarify why a new type of ordinance is needed. Mr. Gibbs gave an example regarding the updates for RA, M-1, and M-2 that were brought before Council in late 2020 in using the NAICS Codes for zoning use categories and discussion took place.

Councilman Boone asked if the entire ordinance needs the update and Mr. Gibbs replied yes including the development standards. Nothing further.

#### **ARCHITECTURAL REVIEW BOARD (ARB) – NONE**

#### **CITY MANAGER’S COMMENTS –**

- **Resolution for the I-75 Central Corridor Coalition –**

City Manager Tim Young stepped forward and said this a request seeking our support in the amount of \$500 annually in the effort in getting grant money for additional planning along the corridor between the three (3) Metropolitan Planning Organization (ARC, Macon-Bibb, Warner Robbins) along with GDOT in rural areas.

Councilman Boone asked what is the \$500 allocated towards and Mr. Young replied for a consultant who works with the agency as well as for general expenses.

Councilman Shearouse asked Mr. Young who serves as the cities’ representative and Mr. Young replied the Mayor or his designee. Councilman Shearouse asked who has represented before and Mr. Young replied himself.

Councilman Greer asked how this will benefit the city and Mr. Young replied we joined the other government bodies along the I-75 corridor (Bibb, Monroe, Butts, Spalding, Lamar, and other areas) in support of existing or future projects and planning for freight movement, mobility issues, etc. This is the first time they have asked for this type of Resolution as they continue lobbying for additional projects in the area. Nothing further.

- **Home delivery of alcohol – update**

Mr. Young said this is a follow-up from questions that were raised when this item was initially introduced. Mr. Young said the enforcement of this new program is still being analyzed and not fully developed yet. Discussion took place and nothing further.

- **Crossing Guard – Locust Grove Elementary School (request from BOE) –**

Mr. Young said we recently approved the elementary school for a radar-operated camera for speeding, which requires further approval by GDOT and the Board of Education. With that, the BOE asked us to fund a crossing guard at Locust Grove Elementary. The City of McDonough has a crossing guard at Wesley Lakes Elementary, and the job description is included. The position is 3-4 hours per day when school is in session and \$15/hour.

Councilman Boone made a comment this program is not being enforced yet and asked why the BOE made the request. Mr. Young replied we approved the location for the camera but the BOE must approve the location for the school. Councilman Boone said we are not sure if we could even fund such a request. Discussion took place and nothing further.

Mr. Young continued with an update on the 2020 Census and said they are not releasing data until September 30. Mr. Young said E-SPLOST will be utilized for classroom spaces at Locust Grove Middle and High Schools along with an addition of a new Wolf Creek Elementary School. We are continuing with operating hours 8:30-4:30 to allow time for cleaning areas before and after work and hoping the SDS will be finalized soon.

Councilman Breedlove asked for an update on the front lawn sign and Mr. Young replied he has not received any quotes from anyone he has contacted. Also, we have a water project coming up along with that new road project that will likely impact visibility and are trying to seek the best option, including raising the sign.

**MAYOR’S COMMENTS –**

Mayor Price asked Mr. Foster to step forward to give an update. Mr. Foster said the Mayor received a call from an attorney from Rome, GA inquiring about remaining property around the [Shoal Creek Manor] Locust Grove Station community. He is looking to bring in low-income type apartment buildings and trying to get funding through McDonough Housing Authority. Discussion took place, with a consensus of council not interested in this option at the current time.

**EXECUTIVE SESSION – NONE**

**ADJOURNMENT-**

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

RESULT	ADOPTED
MADE MOTION	COUNCILMAN GREER
2 <sup>ND</sup> MOTION	COUNCILMAN BREEDLOVE
VOTE	MOTION CARRIED - ALL IN-FAVOR MEETING ADJOURNED @ 7:23 PM.

Notes taken by:

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Misty Spurling, City Clerk



## Community Development Department

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

### Item Coversheet

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**Item:** An ordinance for annexation of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** February 3, 2021

**Budget Item:** No

**Date Received:** December 18, 2020

**Application Accepted:** January 5, 2021

**Workshop Date:** February 22, 2021

**Regular Meeting Date:** March 1, 2021

#### Discussion:

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District utilizing the 100% method per O.C.G.A. §36-36-20. The property is currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

**Water and Sewer:** According to the City of Locust Grove Public Works Department, the subject properties are not currently serviced by city water or sewer services. However, at the developer's expense, they may connect to nearby water and sewer lines. Sanitary sewer service can be provided by the City of Locust Grove. However, water will be serviced by the Henry County Water Authority. The subject properties are not located within any Watershed Protection Areas.

**Police Services:** If 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 low-density rural character single-family residential uses remaining the same, if annexed into the City of Locust Grove.

**Recommendation:**

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

**I MOVE TO (approve/deny/table) THE ANNEXATION OF THE SUBJECT PROPERTIES (PARCEL ID: 147-01025008 & 147-01025009) LOCATED AT 245 & 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2ND DISTRICT.**

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

**AN ORDINANCE TO ANNEX APPROXIMATELY 1.91+/- ACRES AND 211.97+/- ACRES LOCATED AT 245 AND 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

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

**WHEREAS**, Ida L. Sims, William P. Sims, and Leanna J. Sims (the “Applicants”) petitioned the City to annex and rezone properties located at 245 and 375 Locust Road consisting of 211.97 +/- acres and 1.91 +/- acres (Parcel IDs: 147-01025008 & 147-01025009) totaling 213.88+/- acres, located in Land Lots 132, 133, and 156 of the 2nd District (the “Properties”) attached hereto as **Exhibit A**; and,

**WHEREAS**, the Applicant filed a request to annex and rezone the subject Properties into the City of Locust Grove on December 18, 2020 as shown in the staff report attached hereto and incorporated herein by reference as **Exhibit B**; and,

**WHEREAS**, the City of Locust Grove accepted the application for annexation on January 5, 2021; and,

**WHEREAS**, the Henry County Board of Commissioners reviewed the Applicant’s request during their February 2, 2021 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 February 22, 2021 as well as by the City Community Development Director; and,

**WHEREAS**, the Applicant requested that the Properties retain the same zoning in the City (RA: Residential Agricultural) that they 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.

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

1.

- That the request for annexation is hereby **APPROVED**.
- That the request for annexation 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 1<sup>st</sup> day of March 2021.

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

**ATTEST:**

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

(Seal)

**APPROVED AS TO FORM:**

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



**EXHIBIT A**

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

Date of Submission: 12/1/2020

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)** Ida L. Sims

**PROPERTY LOCATION** 245 Locust Road, Locust Grove, GA 30248

**PHONE NUMBER** (678) 895-8877

**ALTERNATE PHONE** \_\_\_\_\_

**LAND LOT/DISTRICT** Land Lots 132, 133 and 156, 2nd District

**ACREAGE** 213.34 Correct acreage is: 211.97 +/- acres. Please see updated survey description for correct acreage.

**MAP CODE NO.** Parcel ID 147-01025008

**ZONING CLASSIFICATION** RA Residential Agricultural

**SIGNATURE(S)** Ida L. Sims **Date** 12-1-2020

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

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

**APPLICATION FOR ANNEXATION UNDER  
THE SIXTY PERCENT (60%) METHOD  
LAND OWNERS AND ELECTORS**

Date of Submission: 12/17/2020

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 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 description of such territory is attached as Exhibit A.

**OWNERS NAME(S)** William P. Sims

Leanna J. Sims

**PROPERTY LOCATION** 375 Locust Rd, Locust Grove, GA 30248

**PHONE NUMBER** (678) 895-6877

**ALTERNATE PHONE** \_\_\_\_\_

**LAND LOT/DISTRICT** Land Lots 132, 133 and 156, 2nd District

**ACREAGE** 1.91

**MAP CODE NO.** Parcel ID 147-01025009

**ZONING CLASSIFICATION** RA Residential Agricultural

**SIGNATURE(S)** William P. Sims **Date** 12-16-2020

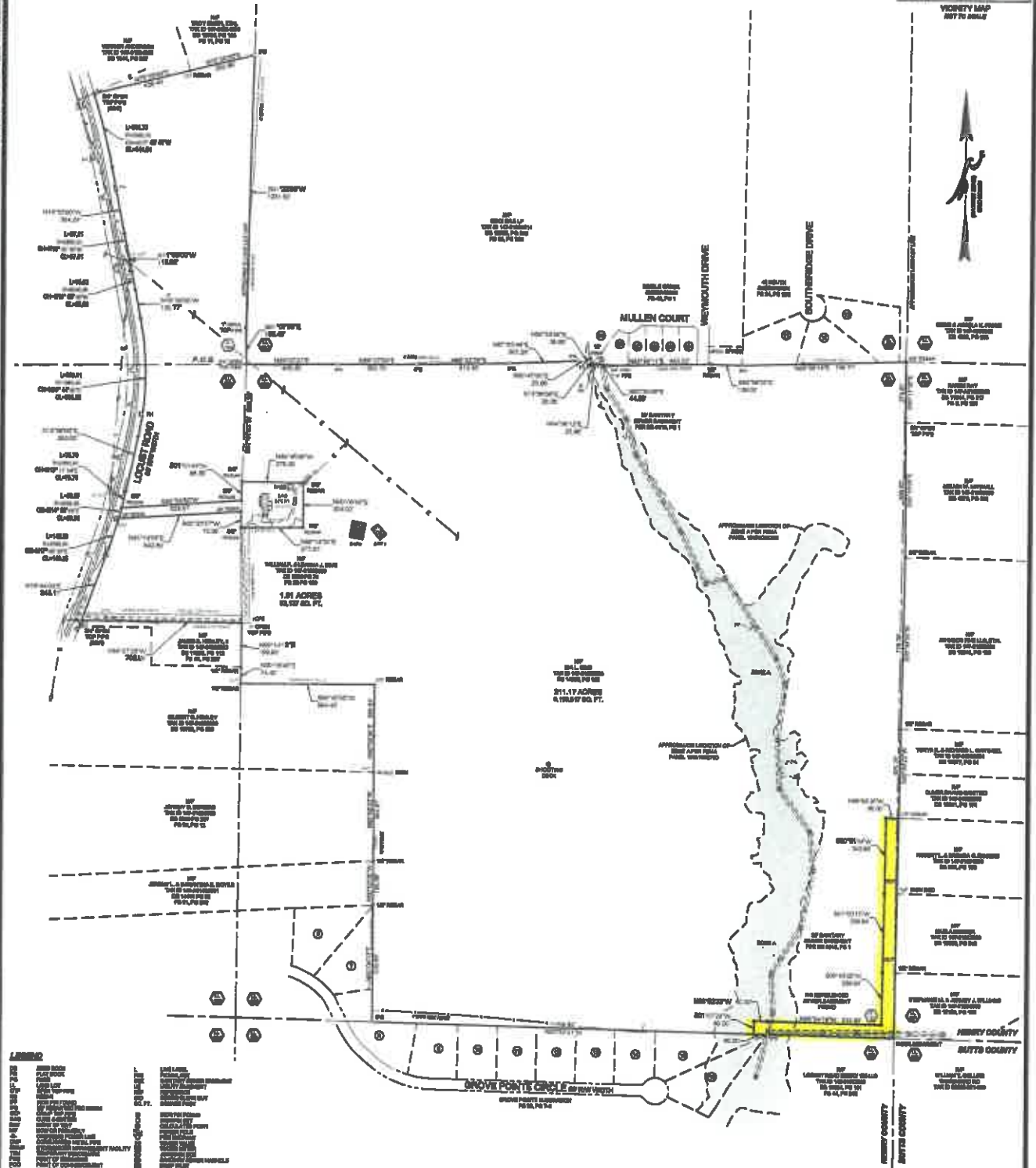
Leanna J. Sims **Date** 12-16-2020

All property owners must sign as their name appears on the Deed.  
FORM 2

**ANNEXATION EXHIBIT FOR  
SIMS PROPERTY**  
LAND LOT 132, 133 & 156, 2ND DISTRICT  
HENRY COUNTY, GEORGIA



VICINITY MAP NOT TO SCALE



**LEGEND**

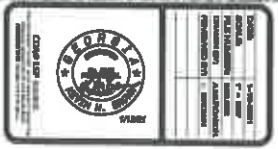
SEE THE CITY OF ATLANTA WEBSITE FOR THE LATEST CITY OF ATLANTA ORDINANCES.

SYMBOL	DESCRIPTION
---	BOUNDARY
- - -	ADJACENT PROPERTY
---	ADJACENT STREET
---	ADJACENT ALLIANCE
---	ADJACENT LOT
---	ADJACENT ROAD
---	ADJACENT RAILROAD
---	ADJACENT RIVER
---	ADJACENT LAKE
---	ADJACENT WOODS
---	ADJACENT FIELD
---	ADJACENT FARM
---	ADJACENT INDUSTRIAL
---	ADJACENT RESIDENTIAL
---	ADJACENT COMMERCIAL
---	ADJACENT GOVERNMENT
---	ADJACENT EDUCATIONAL
---	ADJACENT HEALTHCARE
---	ADJACENT RECREATION
---	ADJACENT RELIGIOUS
---	ADJACENT CULTURAL
---	ADJACENT HISTORIC
---	ADJACENT MONUMENTAL
---	ADJACENT SCIENTIFIC
---	ADJACENT TECHNICAL
---	ADJACENT ARTS
---	ADJACENT BUSINESS
---	ADJACENT FINANCIAL
---	ADJACENT MANUFACTURING
---	ADJACENT TRANSPORTATION
---	ADJACENT UTILITIES
---	ADJACENT ENERGY
---	ADJACENT WATER
---	ADJACENT AIR
---	ADJACENT FIRE
---	ADJACENT POLICE
---	ADJACENT COURT
---	ADJACENT PRISON
---	ADJACENT JAIL
---	ADJACENT HOSPITAL
---	ADJACENT NURSING HOME
---	ADJACENT MENTAL HOSPITAL
---	ADJACENT CHILDREN'S HOSPITAL
---	ADJACENT SENIORS CENTER
---	ADJACENT YOUTH CENTER
---	ADJACENT COMMUNITY CENTER
---	ADJACENT GYMNASIUM
---	ADJACENT STADIUM
---	ADJACENT ARENA
---	ADJACENT CONVENTION CENTER
---	ADJACENT HOTEL
---	ADJACENT RESTAURANT
---	ADJACENT BAR
---	ADJACENT CLUB
---	ADJACENT CASINO
---	ADJACENT THEATER
---	ADJACENT MUSEUM
---	ADJACENT LIBRARY
---	ADJACENT POST OFFICE
---	ADJACENT FIRE STATION
---	ADJACENT POLICE STATION
---	ADJACENT COURTHOUSE
---	ADJACENT CITY HALL
---	ADJACENT COUNTY OFFICE
---	ADJACENT STATE OFFICE
---	ADJACENT FEDERAL OFFICE
---	ADJACENT MILITARY
---	ADJACENT AIR FORCE
---	ADJACENT NAVY
---	ADJACENT ARMY
---	ADJACENT MARINE CORPS
---	ADJACENT COAST GUARD
---	ADJACENT NATIONAL GUARD
---	ADJACENT RESERVE
---	ADJACENT MILITARY RESERVE
---	ADJACENT NATIONAL GUARD RESERVE
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---	ADJACENT NATIONAL GUARD RESERVE
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---	ADJACENT NATIONAL GUARD RESERVE
---	ADJACENT RESERVE
---	ADJACENT NATIONAL GUARD RESERVE
---	ADJACENT RESERVE



**FLOOD NOTE**  
ALL AREAS OF FLOOD HAZARD ARE SHOWN ON THE CITY OF ATLANTA FLOOD HAZARD MAP. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE CITY OF ATLANTA IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES RESULTING FROM THE USE OF THIS MAP OR ANY INFORMATION THEREON.

1 OF 1



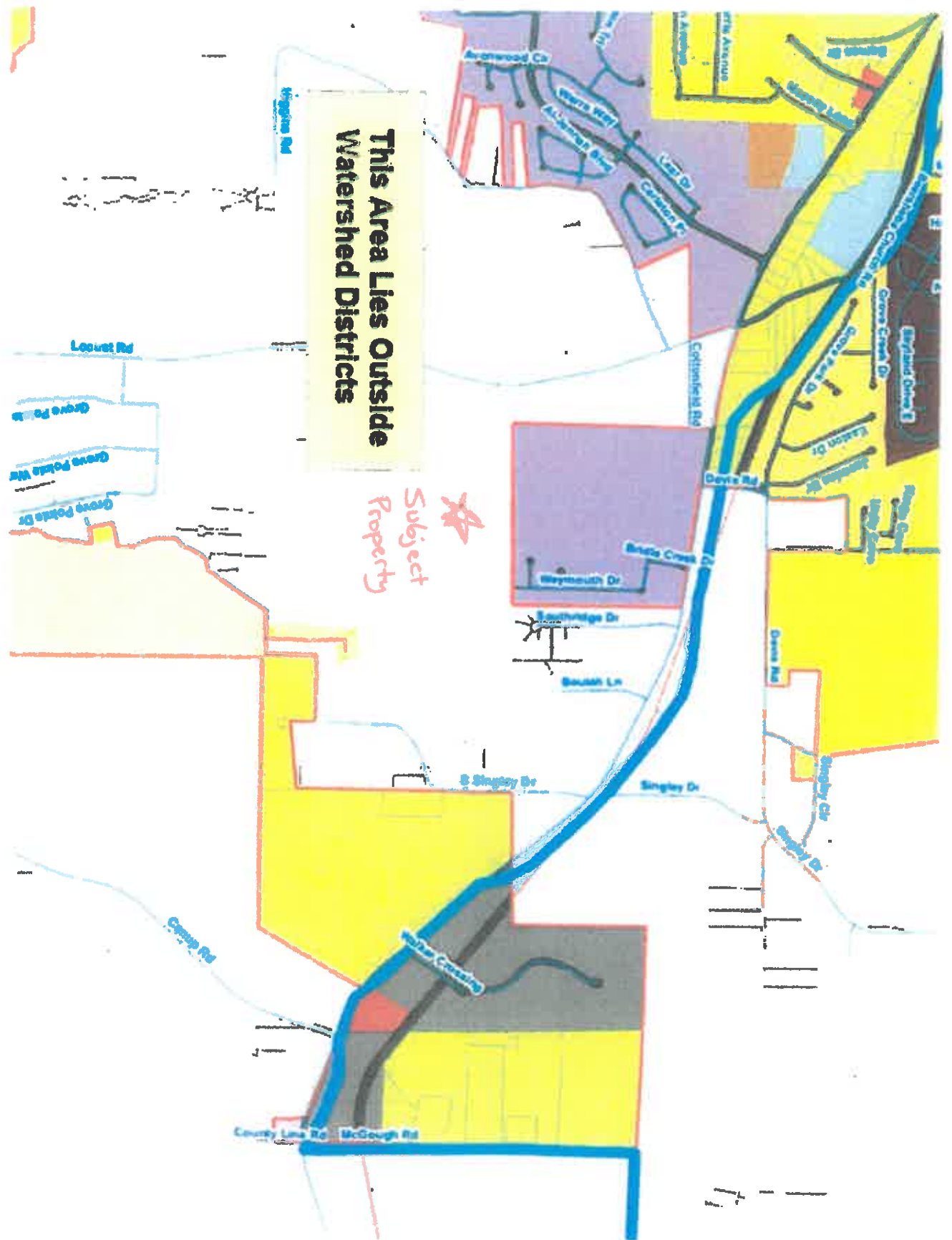
**REVISIONS**

NO.	DATE	DESCRIPTION

**ANNEXATION EXHIBIT FOR  
SIMS PROPERTY**

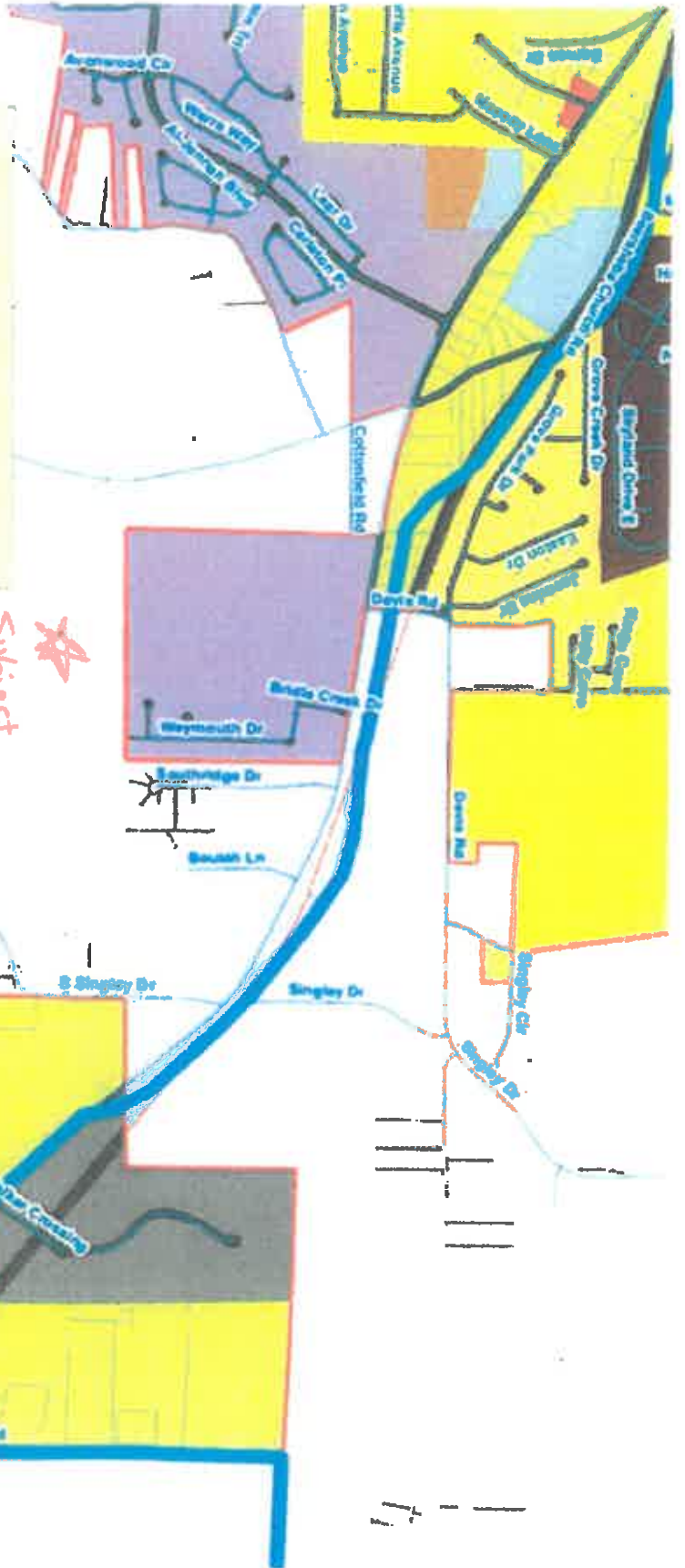
LOCATED IN  
**LAND LOTS 132, 133 & 156, 2ND DISTRICT  
HENRY COUNTY, GEORGIA**





**This Area Lies Outside Watershed Districts**

*Subject Property*





## SURVEY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 3/8 INCH REBAR LOCATED SOUTH 01 DEGREES 41 MINUTES 53 SECONDS WEST, 530.26 FEET FROM A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;  
THENCE, SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 275.30 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, 204.02 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 89 DEGREES 14 MINUTES 35 SECONDS WEST, 277.07 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 00 DEGREES 23 MINUTES 57 SECONDS EAST, 72.35 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 86 DEGREES 10 MINUTES 58 SECONDS WEST, 542.60 FEET TO A 3/8 INCH REBAR AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);  
THENCE, WITH SAID RIGHT-OF-WAY LINE, 50.07 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 14 DEGREES 59 MINUTES 09 SECONDS EAST, 50.06 FEET) TO A 3/8 INCH REBAR;  
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 85 DEGREES 54 MINUTES 50 SECONDS EAST, 529.97 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 01 DEGREES 01 MINUTES 40 SECONDS EAST, 86.55 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 1.91 ACRES (83,137 SQUARE FEET).

### TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;  
THENCE, WITH THE NORTHERLY LINE OF LAND LOT 132, NORTH 89 DEGREES 07 MINUTES 21 SECONDS EAST, 405.83 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 89 DEGREES 27 MINUTES 50 SECONDS EAST, 350.70 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 88 DEGREES 42 MINUTES 00 SECONDS EAST, 413.35 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 87 DEGREES 03 MINUTES 44 SECONDS EAST, 305.28 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, SOUTH 69 DEGREES 47 MINUTES 00 SECONDS EAST, 23.96 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 58 DEGREES 53 MINUTES 46 SECONDS EAST, 38.85 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 13 DEGREES 06 MINUTES 09 SECONDS EAST, 28.30 FEET TO A 20 INCH OAK TREE;  
THENCE, WITH THE SOUTHERLY LINE OF BRINDLE CREEK SUBDIVISION (PLAT BOOK 49, PAGE 1), NORTH 84 DEGREES 38 MINUTES 12 SECONDS EAST, 23.98 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 83 DEGREES 30 MINUTES 49 SECONDS EAST, 44.89 FEET TO A 3/4 INCH OPEN TOP PIPE;  
THENCE, NORTH 88 DEGREES 46 MINUTES 11 SECONDS EAST, 463.33 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 88 DEGREES 56 MINUTES 33 SECONDS EAST, 139.00 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, WITH THE SOUTHERLY LINE OF 42 SOUTH SUBDIVISION (PLAT BOOK 24, PAGE 282), NORTH 88 DEGREES 09 MINUTES 18 SECONDS EAST, 748.77 FEET TO A 5/8 INCH REBAR AT THE COMMON CORNER OF LAND LOTS 131, 132, 157 AND 158;  
THENCE, WITH THE EASTERLY LINE OF LAND LOT 132, SOUTH 00 DEGREES 17 MINUTES 30 SECONDS EAST, 274.61 FEET TO A 3/4 INCH OPEN TOP PIPE;  
THENCE, SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST, 608.93 FEET TO A 5/8 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 54 MINUTES 34 SECONDS WEST, 778.58 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 405.25 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 89 DEGREES 08 MINUTES 26 SECONDS WEST, 60.00 FEET TO A POINT;  
THENCE, SOUTH 00 DEGREES 51 MINUTES 34 SECONDS WEST, 342.98 FEET TO A POINT;  
THENCE, SOUTH 01 DEGREES 00 MINUTES 15 SECONDS WEST, 359.64 FEET TO A POINT;  
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 296.54 FEET TO THE SOUTHERLY LINE OF LAND LOT 132;  
THENCE, WITH SAID LAND LOT LINE, NORTH 88 DEGREES 54 MINUTES 16 SECONDS WEST, 520.31 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, WITH THE NORTHERLY LINE OF GROVE POINTE SUBDIVISION (PLAT BOOK 30, PAGE 7), NORTH 88 DEGREES 52 MINUTES 41 SECONDS WEST, 1,766.92 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 00 DEGREES 04 MINUTES 13 SECONDS EAST, 530.69 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, 198.96 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 08 MINUTES 22 SECONDS WEST, 404.67 FEET TO AN ANGLE IRON;  
THENCE, NORTH 00 DEGREES 08 MINUTES 26 SECONDS EAST, 396.69 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 89 DEGREES 40 MINUTES 55 SECONDS WEST, 594.42 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 16 MINUTES 45 SECONDS EAST, 74.40 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, 199.98 FEET TO A 1 INCH OPEN TOP PIPE;  
THENCE, NORTH 89 DEGREES 27 MINUTES 26 SECONDS WEST, 706.69 FEET TO A 3/4 INCH OPEN TOP PIPE AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);

THENCE, WITH SAID RIGHT-OF-WAY LINE, NORTH 19 DEGREES 44 MINUTES 00 SECONDS EAST, 348.17 FEET TO A POINT;  
THENCE, 140.68 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 43 MINUTES 05 SECONDS EAST, 140.65 FEET) TO A 3/8 INCH REBAR;  
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 86 DEGREES 10 MINUTES 56 SECONDS EAST, 542.60 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 23 MINUTES 57 SECONDS WEST, 72.35 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 89 DEGREES 14 MINUTES 35 SECONDS EAST, 277.07 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, 204.02 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 275.30 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST, 86.55 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 85 DEGREES 54 MINUTES 50 SECONDS WEST, 529.97 FEET TO A 3/8 INCH REBAR AT SAID EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD;  
THENCE, WITH SAID RIGHT-OF-WAY LINE, 75.70 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 11 MINUTES 04 SECONDS EAST, 75.70 FEET) TO A POINT;  
THENCE, NORTH 12 DEGREES 06 MINUTES 00 SECONDS EAST, 253.00 FEET TO A POINT;  
THENCE, 539.61 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1,360.00 FEET AND A CHORD BEARING NORTH 00 DEGREES 44 MINUTES 00 SECONDS EAST, 536.08 FEET) TO A POINT;  
THENCE, NORTH 10 DEGREES 38 MINUTES 00 SECONDS WEST, 130.77 FEET TO A POINT;  
THENCE, 85.52 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 9,800.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 53 MINUTES 00 SECONDS WEST, 85.52 FEET) TO A POINT;  
THENCE, NORTH 11 DEGREES 08 MINUTES 00 SECONDS WEST, 115.92 FEET TO A POINT;  
THENCE, 57.01 FEET ALONG A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 5,600.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 50 MINUTES 30 SECONDS WEST, 57.01 FEET) TO A POINT;  
THENCE, NORTH 10 DEGREES 33 MINUTES 00 SECONDS WEST, 304.24 FEET TO A POINT;  
THENCE, 341.73 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 48 MINUTES 48 SECONDS WEST, 341.54 FEET) TO A 3/4 INCH OPEN TOP PIPE;  
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 75 DEGREES 38 MINUTES 00 SECONDS EAST, 436.45 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 75 DEGREES 36 MINUTES 00 SECONDS EAST, 282.89 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, SOUTH 01 DEGREES 22 MINUTES 30 SECONDS WEST, 1,231.62 FEET TO A 1 INCH OPEN TOP PIPE;  
THENCE, SOUTH 01 DEGREES 07 MINUTES 55 SECONDS EAST, 165.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 211.97 ACRES (9,233,328 SQUARE FEET).



STATE OF GEORGIA  
COUNTY OF ROCKDALE

RECEIVED IN OFFICE  
HENRY COUNTY  
CLERK OF SUPERIOR COURT  
2016 APR -8 PM 12:01

After recording, return to:  
French Law Group, LLC  
921 Commercial Street, NE  
Coryea, GA 30012  
File 9828-001

Please cross reference to  
Deed Book 12086, page 36  
Deed Book 12086, page 38  
Deed Book 12086, page 39

BN: 14536 PG: 182-186  
Filed and Recorded Apr-08-2016 03:28:26PM  
DOC#: 02016-008244  
BARBARA A. HARRISON  
CLERK OF SUPERIOR COURT Henry County GA.

**AFFIDAVIT AFFECTING TITLE TO REAL PROPERTY  
JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP AFFIDAVIT**

BEFORE ME, the undersigned attesting authority in and for said State and County, comes now the undersigned deponent, who after being duly sworn, deposes and says on oath the following:

1) That this affidavit relates to the following described real property (hereinafter referenced as "Property"):

ALL THAT TRACT or parcel of land, lying and being in Henry County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

That Properties were conveyed to O. P. SIMS and IDA LOU SIMS, as Joint Tenants With Right of Survivorship by Warranty Deeds recorded in Deed Book 12086, Page 36, Deed Book 12086, Page 38, and Deed Book 12086, Page 39 Henry County, Georgia records.

2) That O. P. SIMS departed this life on February 17, 2013, and a copy of his death certificate is attached hereto as Exhibit "B".

3) That on the date of the deceased joint tenant's death, the undersigned is now the sole fee simple owners of said Property

14  
3

This 31<sup>st</sup> day of March, 2016.

Ida Lou Sims  
Name of Deponent (Affiant)

Sworn to and subscribed before me, this

31<sup>st</sup> day of March, 2016

  
Notary Public



**TRACT ONE**

ALL THAT TRACT or parcel of land lying and being in Land Lot 166 of the 2<sup>nd</sup> District, Henry County, Georgia, being Lot 11 and part of Lot 12 of the Edward Welch Subdivision, as shown and delineated on a plat of Survey prepared for Terri L. Rivers, by W. R. Franks, Registered Land Surveyor, dated 12/6/95, and being more particularly described as follows:

Begin at an iron pin located on the northwesterly right-of-way line of Fuller Road (40' R/W), 170.0 feet northeasterly as measured along said right-of-way line from the point formed by the intersection of said right-of-way line with the northerly right-of-way line of Jackson Street; thence North 65 degrees 45 minutes West, 950.0 feet to a point; thence North 15 degrees 15 minutes East, 15.0 feet to a point; thence North 58 degrees 37 minutes East, 108.7 feet to an iron pin; thence North 15 degrees 34 minutes 53 seconds East, 22.84 feet to an iron pin; thence South 66 degrees 58 minutes 22 seconds East, 276.98 feet to an iron pin located on the northwesterly right-of-way line of Fuller Road; thence South 15 degrees 44 minutes 06 seconds West, along the northwesterly right-of-way line of Fuller Road, 134.7 feet to the Point of Beginning.

**TRACT TWO**

ALL THAT TRACT or parcel of land lying and being in Land Lot 125 of the 7<sup>th</sup> District, Henry County, Georgia, being Lot 26, of Rosewood, Phase 1, as per plat recorded in Plat Book 16, Page 241, Henry County, Georgia Records, which plat is incorporated herein by this reference and made a part of this description.

**TRACT THREE**

ALL THAT TRACT or parcel of land containing seventy four and three quarters acres and eighty acres both tract join, more or less, lying and being in Locust Grove District, Henry County Georgia, and bounded on the North by lands of E. C. Morris, on the East by lands of J. R. Price and B. T. Glass, on the South by land of J. A. Brown, and on the West by land of Gilbert Hanley and S. F. Rosser. Known as the Henry Jester Place and Price Colvin Place.

Being the same property conveyed by J. H. Brown in Warranty Deed dated January 14, 1948, of record in deed book 89, page 142, Henry County Records.

**TRACT FOUR**

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 2<sup>nd</sup> Land District of Henry County, Georgia, containing 16.05 acres of land, and being known as Parcel "A" according to a plat and survey made for J. L. Christien et al., dated August 10, 1971, and being more fully described according to said plat and survey as follows:

BEGINNING at an iron pin on the North land lot line of Land Lot 133, which point is its intersection with the East right of way line of Locust Grove Road or Brown Road, and from said point of beginning running thence along North land lot line of Land Lot 133 South 88 degrees 54 minutes East 463.7 feet to an iron pin located at the Northeast corner of Land Lot 133; thence South 1 degree 02 minutes 30 seconds West 1337.6 feet to an iron pin; thence North 88 degrees 54 minutes West 703.3 feet to an iron pin located on the East right of way line of Locust Grove or Brown Road; thence along East right of way line of said public road the following bearings and distances: North 19 degrees 39 minutes 30 seconds East 384.8 feet to an iron pin, North 14 degrees 04 minutes East 449.6 feet to an iron pin, North 09 degrees 28 minutes East 256.7 feet to an iron pin, and North 03 degrees 29 minutes 30 seconds West 281.5 feet to the point of beginning.

Said land is bounded as follows: On the North by lands of grantors herein; East by land of Palmer Sims; South by lands of Hanley Estate; and West by Public road.

BK: 14536 PG: 185

EXHIBIT "B"

DEATH CERTIFICATE

# COPY UNAUTHORIZED

GEORGIA DEATH CERTIFICATE **11-1576-2011** 201308A000048439

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) <b>OSCAR PALMER BERRY</b>		3. IF FEMALE, ENTER LAST NAME AT BIRTH		2. SEX <b>MALE</b>		3b. DATE OF DEATH (Mo., Day, Year) <b>ACTUAL DATE OF DEATH 02/27/2013</b>	
3. SOCIAL SECURITY NUMBER		4. AGE (Years)		4b. UNDER 1 YEAR		4c. UNDER 1 DAY	
5. BIRTHPLACE <b>GEORGIA</b>		7a. RESIDENCE - STATE <b>GEORGIA</b>		7b. COUNTY <b>HENRY</b>		7c. CITY, TOWN <b>LOCUST GROVE</b>	
7d. STREET AND NUMBER <b>840 JACKSON STREET</b>		7e. ZIP CODE <b>30248</b>		7f. INSIDE CITY LIMITS <b>YES</b>		8. ARMED FORCES? <b>YES</b>	
9a. USUAL OCCUPATION <b>RURAL MAIL CARRIER</b>		9b. KIND OF INDUSTRY OR BUSINESS <b>POSTAL SVC - GOVERNMENT</b>					
6. MARITAL STATUS <b>MARRIED</b>		10. SPOUSE NAME <b>IDA LOU MILLER</b>		11. FATHER'S FULL NAME (First, Middle, Last) <b>OSCAR WESLEY BERRY</b>			
12. MOTHER'S M maiden name (First, Middle, Last) <b>MARY LEE PATRICK</b>		13a. INFORMANT'S NAME (First, Middle, Last) <b>IDA LOU BERRY</b>		13b. RELATIONSHIP TO DECEDENT <b>SPOUSE</b>			
15a. MAILING ADDRESS <b>840 JACKSON STREET LOCUST GROVE GEORGIA 30248</b>		14. DECEDENT'S EDUCATION <b>HIGH SCHOOL GRADUATE OR GED COMPLETED</b>					
15b. ORIGIN OF DECEDENT (Irish, Mex., French, English, etc.) <b>NO, NOT SPANISH/HISPANIC/LATINO</b>		15. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) <b>WHITE</b>					
17a. IF DEATH OCCURRED IN HOSPITAL <b>EMERGENCY ROOM/OUTPATIENT</b>		17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify)					
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) <b>PIEDMONT HENRY HOSPITAL</b>		19. CITY, TOWN or LOCATION OF DEATH <b>STOCKBRIDGE</b>		20. COUNTY OF BIRTH <b>HENRY</b>			
21. METHOD OF DISPOSITION (Specify) <b>BURIAL</b>		22. PLACE OF DISPOSITION <b>LOCUST GROVE CEMETERY HWY 41 S LOCUST GROVE GEORGIA 30248</b>		23. DISPOSITION DATE (Mo., Day, Year) <b>02/21/2013</b>			
24a. EMERALD'S NAME <b>HARVEY MCKINLEY</b>		24b. EMERALD LICENSE NO. <b>2288</b>		24c. FUNERAL HOME NAME <b>HARTSHORN FUNLS AND CREMATIONS</b>			
25a. FUNERAL HOME ADDRESS <b>1748 ZACK HINTON PARKWAY MCDONOUGH GEORGIA 30253</b>							
26a. SIGNATURE OF FUNERAL DIRECTOR <b>BETTY PURCELL</b>		26b. FULL OIL LICENSE NO. <b>4178</b>		26c. AMENDMENTS			
27. DATE PRONOUNCED DEAD (Mo., Day, Year) <b>02/17/2013</b>		28. HOUR PRONOUNCED DEAD <b>08:33 PM</b>					
29a. PRONOUNCER'S NAME <b>WOODY FRANCIS</b>		29b. LICENSE NUMBER <b>48335</b>		29c. DATE SIGNED <b>02/18/13</b>			
30. TIME OF DEATH <b>08:33 PM</b>		31. WAS CASE REFERRED TO MEDICAL EXAMINER <b>NO</b>					
32. Part I. Enter the date of onset, duration, or continuation that closely approximates the death. DO NOT enter period unless such as periodic onset, respiratory arrest, or convulsive contractions (Specify the groups, DO NOT abbreviate). <b>SEVERE ACUTE STENOSIS</b>		Approximate interval between onset and death <b>10 YEARS</b>					
32. Part I. Enter the date of onset, duration, or continuation that closely approximates the death. DO NOT enter period unless such as periodic onset, respiratory arrest, or convulsive contractions (Specify the groups, DO NOT abbreviate). <b>CHRONIC OBSTRUCTIVE PULMONARY DISEASE</b>		Approximate interval between onset and death <b>15 YEARS</b>					
32. Part I. Enter the date of onset, duration, or continuation that closely approximates the death. DO NOT enter period unless such as periodic onset, respiratory arrest, or convulsive contractions (Specify the groups, DO NOT abbreviate). <b>DEMENTIA</b>		Approximate interval between onset and death <b>UNKNOWN</b>					
32. Part I. Enter the date of onset, duration, or continuation that closely approximates the death. DO NOT enter period unless such as periodic onset, respiratory arrest, or convulsive contractions (Specify the groups, DO NOT abbreviate).		Approximate interval between onset and death					
Part II. Enter significant conditions contributing to death but not related to those given in Part I. If female, indicate if pregnant or within 42 days of death.		33. WAS AUTOPSY PERFORMED? <b>NO</b>		34. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?			
35. TOBACCO USE CONTRIBUTED TO DEATH <b>NO</b>		36. IF FEMALE (Specify 10-44) PREGNANT <b>NOT APPLICABLE</b>		37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) <b>NATURAL</b>			
38. DATE OF INJURY (Mo., Day, Year)		38. TIME OF INJURY		40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)		41. INJURY AT WORK? (Yes or No)	
42. LOCATION OF INJURY (Street, Aikman's Number, City or Town, State, Zip, County)							
43. Describe how injury occurred				44. IF TRANSPORTATION RELATED			
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certificate (Name, Title, License No.) <b>DAVID S. REMINGTON, MD, 4718</b>				46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)			
45a. DATE SIGNED (Mo., Day, Year) <b>02/12/13</b>		45b. HOUR OF DEATH <b>08:33 PM</b>		46a. DATE SIGNED (Mo., Day, Year)		46b. HOUR OF DEATH	
47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH <b>DAVID S. REMINGTON 221 S 5TH STREET SUITE 202 GEORGIA 30246</b>							
48. REGISTRAR (Signature) <b>DR DONNA L. MOORE</b>		49. DATE FILED - REGISTRAR (Mo., Day, Year) <b>02/28/13</b>					

82239  
8878

BOOK 2239 PAGE 70

RETURN TO:  
MURPHY & BOWEN, P.C.  
278 WATLEY ROAD  
ATLANTA, GEORGIA 30329

RECORDED  
INDEXED  
FEB 29 1998

RECORDS 16080402

**Joint Tenancy with Survivorship Warranty Deed**

STATE OF GEORGIA,  
COUNTY OF HENRY

FILED  
MAR 10 1998  
CLERK OF SUPERIOR COURT  
HENRY COUNTY, GA.

This instrument made this 11th day of January, in the year One Thousand Nine Hundred Ninety-Six, between WILLIAM P. BIRD, of the County of HENRY, State of Georgia, as grantor or part of the first part, hereinafter called Grantor, and WILLIAM P. BIRD and LARINA A. BIRD, as joint tenants with survivorship and not as tenants in common or part of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, in and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the making 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 Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 122 & 123 OF THE 2ND DISTRICT OF HENRY COUNTY, GEORGIA, BEING 1.3 ACRES AS SHOWN PER PLAN OF SURVEY SHOWN IN PLAT BOOK 22, PAGE 128, AFORESAID RECORDS, SAID PLAT BEING INCORPORATED AND MADE A PART OF THIS DESCRIPTION BY REFERENCE.

THIS CONVEYANCE is made subject to all existing covenances, encumbrances and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, powers and appurtenances thereto, in the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated 44-2-11, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of

*[Signature]*  
WITNESSES  
*[Signature]*  
HENRY COUNTY, GEORGIA

*[Signature]*  
WILLIAM P. BIRD (Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

HENRY COUNTY GEORGIA  
RECORDER'S OFFICE  
INDEXED - 0 - 2019  
DATE 2-2-98  
*[Signature]*  
CLERK OF SUPERIOR COURT

002537

**EXHIBIT B**



# REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

## ANNEXATION & REZONING

### Property Information

<b>Tax ID</b>	<b>147-01025008 &amp; 147-01025009</b>
<b>Location/address</b>	<b>Land Lots 132, 133, and 156 of the 2<sup>nd</sup> District 245 &amp; 375 Locust Road</b>
<b>Parcel Size</b>	<b>1.91+/- acres and 211.97 +/- acres</b>
<b>Current Zoning</b>	<b>RA (County Residential Agricultural) to RA (City Residential Agricultural)</b>
<b>Request</b>	<b>Annex and Rezone RA-zoned property from unincorporated Henry County into the City of Locust Grove with an RA zoning</b>
<b>Proposed Use</b>	<b>Residential Agricultural</b>
<b>Existing Land Use</b>	<b>Vacant/Single-family residential unincorporated Henry County</b>
<b>Future Land Use</b>	<b>Low-Density Residential (unincorporated Henry County)</b>
<b>Recommendation</b>	<b>Approval</b>

### Summary

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District. The properties are currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City. The Applicant is utilizing the 100% method per O.C.G.A. §36-36-20. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

### Service Delivery / Infrastructure

**Water and Sewer:** According to the City of Locust Grove Public Works Department, the subject properties are not currently serviced by city water or sewer services. However, at the developer's expense, they may connect to nearby water and sewer lines. Sanitary sewer service can be provided





# REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

**ANNEXATION & REZONING**

by the City of Locust Grove. However, water will be serviced by the Henry County Water Authority. The subject properties are not located within any Watershed Protection Areas.

**Police Services:** If 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 low-density rural character single-family residential uses remaining the same, if annexed into the City of Locust Grove.

## 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. 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. The request will continue the residential/agricultural use of the subject properties as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
  - (3) Consistency with the Land Use Plan. The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas.
  - (4) The potential impact of the proposed amendment on City infrastructure including water and sewerage systems. There are no impacts to the City's infrastructure given the subject properties will not discontinue the current rural and single-family residential use.
  - (5) The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes. No impacts are anticipated as a result of granting this request.

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



# REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

**ANNEXATION & REZONING**

- (6) **The impact upon adjacent property owners should the request be approved. There are no plans to change the manner in which the subject properties are 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. Currently, the subject properties contain vacant agriculture property and a single-family dwelling; 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. 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. 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 the applicants request to annex the subject properties into the City of Locust Grove and rezone the subject properties from RA (Residential Agricultural) unincorporated Henry County to RA (Residential Agricultural) City of Locust Grove.

## **EXHIBIT C**

**AFFIDAVIT OF SIGN POSTING**

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Brian Fornal, who, after being duly sworn, testifies as follows:

1.

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

2.

Ida L. Sims has submitted application for 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 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits.

3.

On the 1<sup>st</sup> day of February 2021, I, Brian Fornal, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 22<sup>nd</sup> day of February 2021 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 8:35 AM at 245 Locust Road on 2/1/2021.
- 2) Double-sided sign posted at 8:36 AM at 375 Locust Road on 2/1/2021.

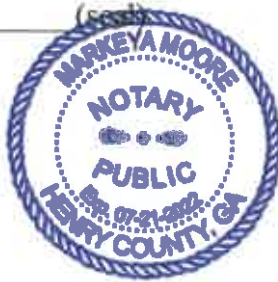
FURTHER AFFIANT SAYETH NOT.

This 2<sup>nd</sup> day of February 2021.

3/10  
Affiant

Sworn and subscribed before me  
this 2nd day of February, 2021

Markey Moore  
Notary Public



**Exhibit "A"**



+ Add to

File info

File name  
IMG\_2021.jpg

Date taken  
February 1, 2021

8 35 AM

Size  
53 KB

Dimensions  
4028 x 3024

Shut  
1/400 sec, f/2.8mm

ISO  
20

Device  
iPhone 11 Pro Max

Source  
This PC



Microsoft Store | Settings | Help



🏠 Type here to search



10:58 AM 2/1/21





+ Add to

X

File info

File name  
666\_3300.jpg

Date taken

February	1	2021
6	36	AM

Size  
53 MB

Dimensions  
4032 x 3024

Shot

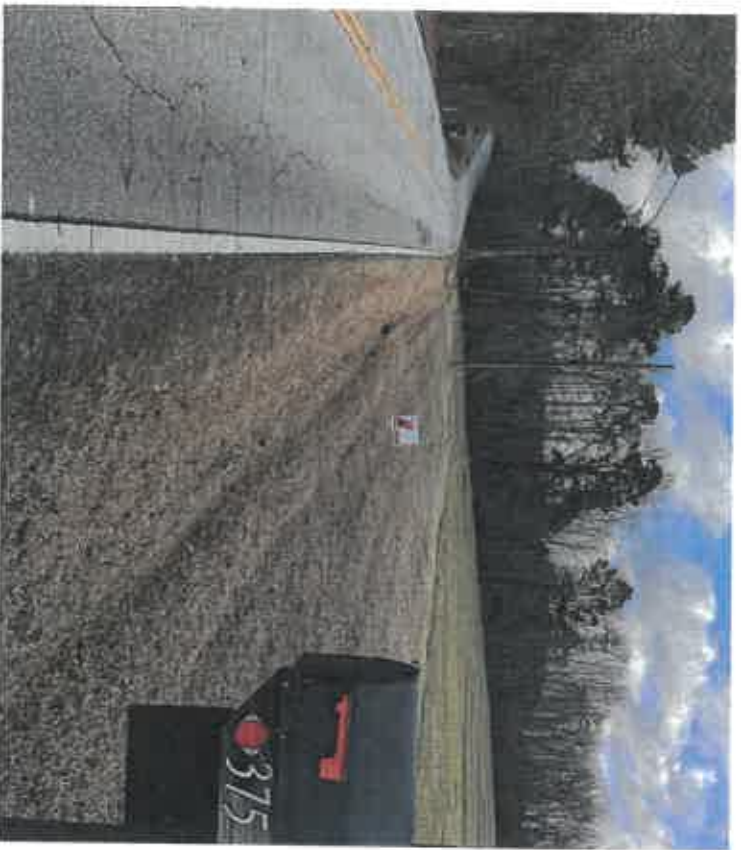
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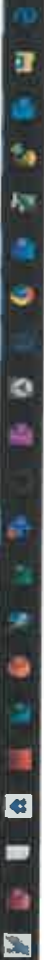
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🏠 Type here to search



# Henry Herald

38 Sloan Street  
McDonough, Georgia 30253

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF HENRY

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

Ad No.: 25987

Name and File No.: CITY COUNCIL MTG 2/22/21  
a true copy of which is hereto attached, was published in  
said newspaper on the following date(s):  
02/03/2021

*Robert D. McCray*

---

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

*Tina Pethel*

---

By Tina Pethel  
SCNI Controller

Sworn and subscribed to me 02/04/2021



*Dawn Ward*

---

Notary Public

My commission expires 03/04/2022

Ad text :    **Public Hearing Notice**  
**City of Locust Grove**  
**February 22, 2021**  
**6:00 PM**  
**Locust Grove Public**  
**Safety Building**  
**3640 Highway 42 South**  
**Locust Grove, GA 30248**

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, February 22, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:

**ANNEXATION & REZONING**

**RZ-21-01-01** Ida L. Sims 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 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City.

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

**Daunté Gibbs**  
**Community Development Director - City of Locust Grove**  
**25987-2/3/2021**



## 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 rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** February 3, 2021

**Budget Item:** No

**Date Received:** December 18, 2020

**Application Accepted:** January 5, 2021

**Workshop Date:** February 22, 2021

**Regular Meeting Date:** March 1, 2021

#### Discussion:

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District utilizing the 100% method per O.C.G.A. §36-36-20. The property is currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

---

**Recommendation:**

---

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

**I MOVE TO (approve/deny/table) THE REZONING OF THE SUBJECT PROPERTIES (PARCEL ID: 147-01025008 & 147-01025009) FROM RA (RESIDENTIAL AGRICULTURAL) UNINCORPORATED HENRY COUNTY TO RA (RESIDENTIAL AGRICULTURAL) CITY OF LOCUST GROVE, LOCATED AT 245 & 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2ND DISTRICT.**

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

**AN ORDINANCE TO REZONE APPROXIMATELY 1.91+/- ACRES AND 211.97+/- ACRES LOCATED AT 245 AND 375 LOCUST ROAD IN LAND LOTS 132, 133, AND 156 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

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

**WHEREAS**, Ida L. Sims, William P. Sims, and Leanna J. Sims (the “Applicants”) petitioned the City to annex and rezone properties located at 245 and 375 Locust Road consisting of 211.97 +/- acres and 1.91 +/- acres (Parcel IDs: 147-01025008 & 147-01025009) totaling 213.88+/- acres, located in Land Lots 132, 133, and 156 of the 2nd District (the “Properties”) attached hereto as **Exhibit A**; and,

**WHEREAS**, the Applicant filed a request to annex and rezone the subject Properties into the City of Locust Grove on December 18, 2020 as shown in the staff report attached hereto and incorporated herein by reference as **Exhibit B**; and,

**WHEREAS**, the City of Locust Grove accepted the application for annexation on January 5, 2021; and,

**WHEREAS**, the Henry County Board of Commissioners reviewed the Applicant’s request during their February 2, 2021 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 February 22, 2021 as well as by the City Community Development Director; and,

**WHEREAS**, the Applicant requested that the Properties retain the same zoning in the City (RA: Residential Agricultural) that they 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.

**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 1<sup>st</sup> day of March 2021.

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

**ATTEST:**

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

(Seal)

**APPROVED AS TO FORM:**

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

**EXHIBIT A**

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

Date of Submission: 12/1/2020

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)** Ida L. Sims

**PROPERTY LOCATION** 245 Locust Road, Locust Grove, GA 30248

**PHONE NUMBER** (678) 895-8877

**ALTERNATE PHONE** \_\_\_\_\_

**LAND LOT/DISTRICT** Land Lots 132, 133 and 166, 2nd District

**ACREAGE** 213.34 Correct acreage is: 211.87 +/- acres.  
Please see updated survey description for correct acreage.

**MAP CODE NO.** Parcel ID 147-01025008

**ZONING CLASSIFICATION** RA Residential Agricultural

**SIGNATURE(S)** Ida L. Sims **Date** 12-11-2020

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

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

**APPLICATION FOR ANNEXATION UNDER  
THE SIXTY PERCENT (60%) METHOD  
LAND OWNERS AND ELECTORS**

Date of Submission: 12/17/2020

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 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 description of such territory is attached as Exhibit A.

**OWNERS NAME(S)** William P. Sims

Leanna J. Sims

**PROPERTY LOCATION** 375 Locust Rd, Locust Grove, GA 30248

**PHONE NUMBER** (678) 895-6877

**ALTERNATE PHONE** \_\_\_\_\_

**LAND LOT/DISTRICT** Land Lots 132, 133 and 156, 2nd District

**ACREAGE** 1.91

**MAP CODE NO.** Parcel ID 147-01025009

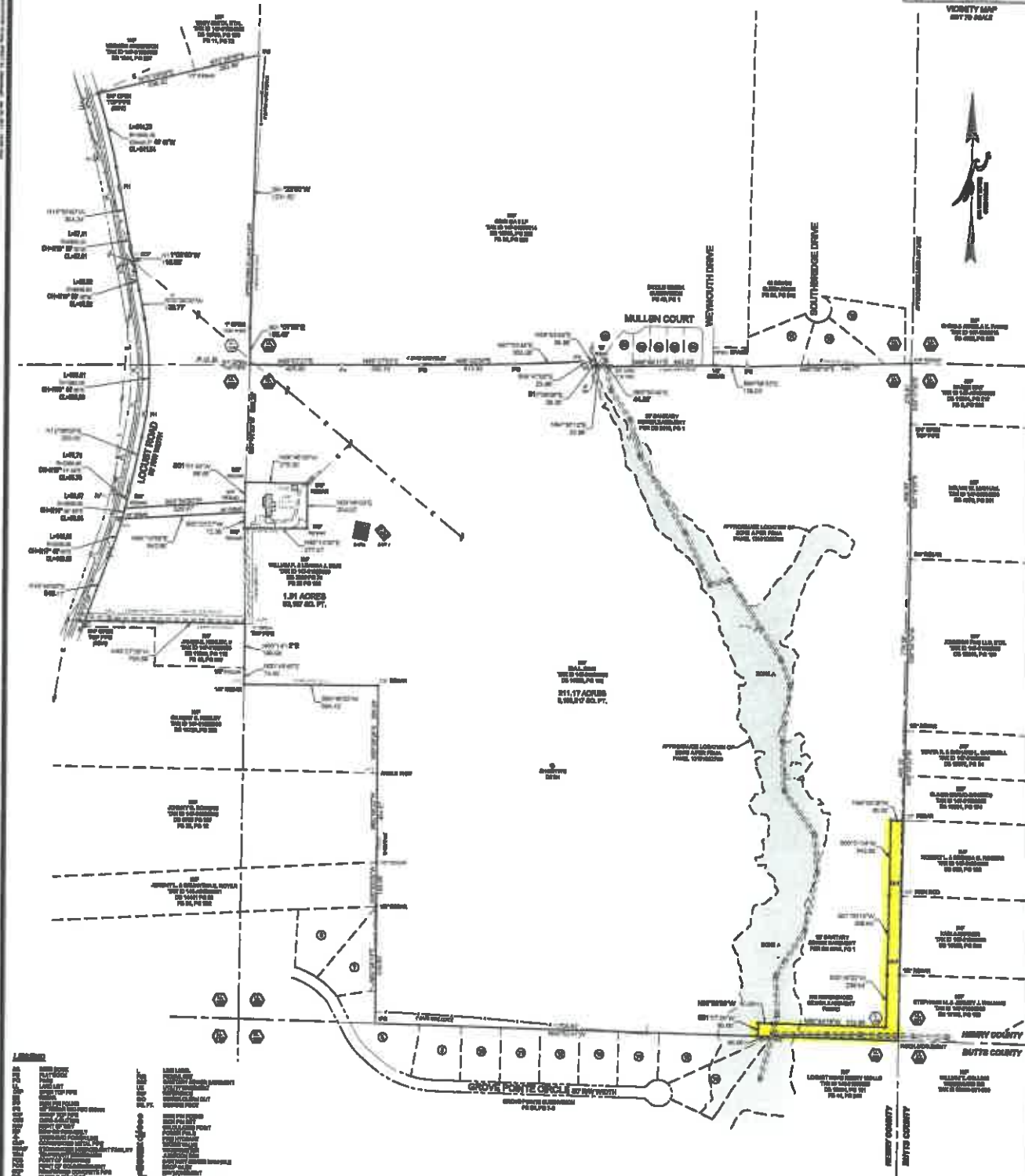
**ZONING CLASSIFICATION** RA Residential Agricultural

**SIGNATURE(S)** William P. Sims **Date** 12-16-2020

Leanna J. Sims **Date** 12-16-2020

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

ANNEXATION EXHIBIT FOR  
**SIMS PROPERTY**  
 LAND LOT 132, 133 & 156, 2ND DISTRICT  
 HENRY COUNTY, GEORGIA

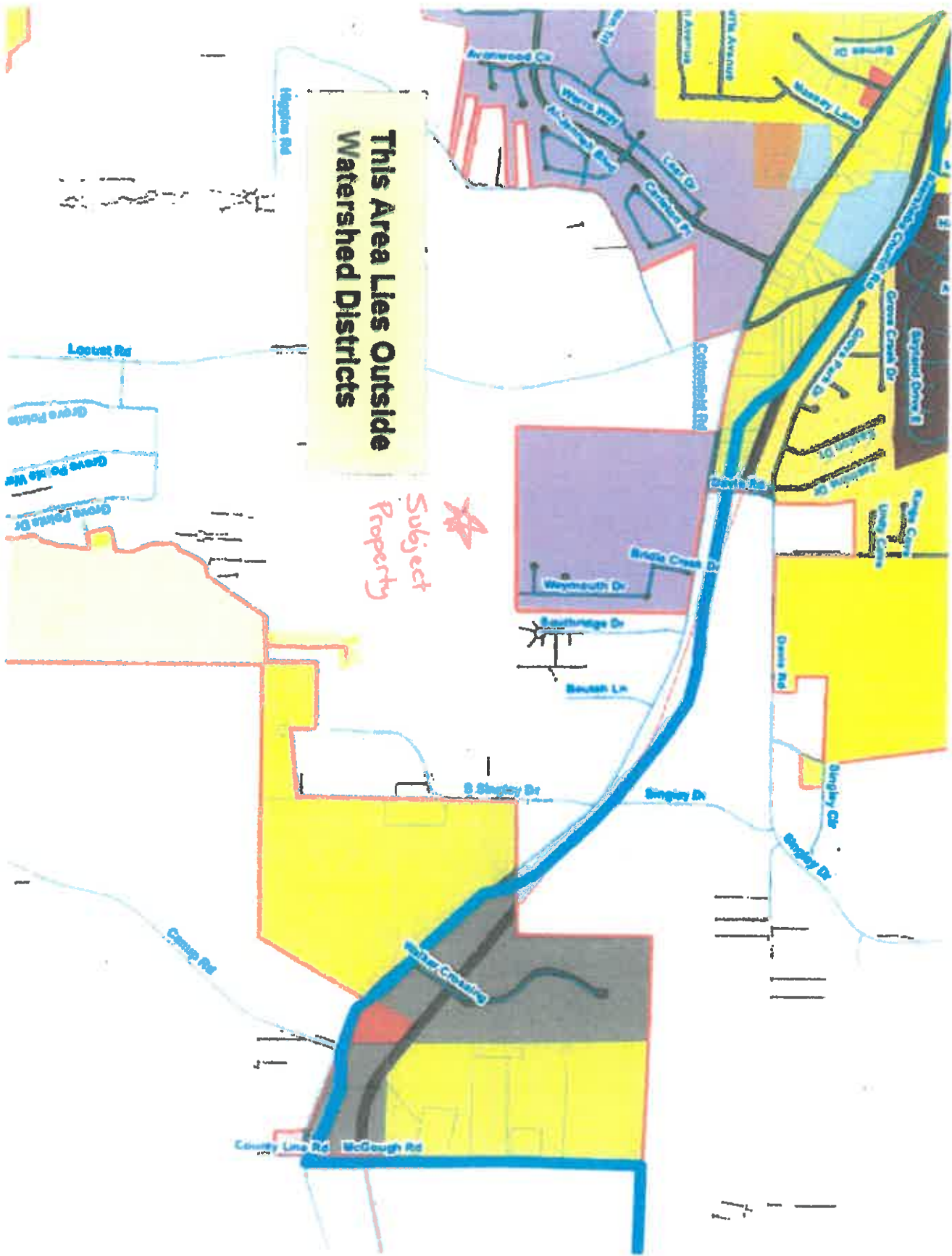


- Legend**
- 1. Easement
  - 2. Right of Way
  - 3. Utility Easement
  - 4. Flood Hazard Area
  - 5. Wetland
  - 6. Other
  - 7. Proposed
  - 8. Survey
  - 9. Boundary
  - 10. Easement
  - 11. Right of Way
  - 12. Utility Easement
  - 13. Flood Hazard Area
  - 14. Wetland
  - 15. Other
  - 16. Proposed
  - 17. Survey
  - 18. Boundary
  - 19. Easement
  - 20. Right of Way
  - 21. Utility Easement
  - 22. Flood Hazard Area
  - 23. Wetland
  - 24. Other
  - 25. Proposed
  - 26. Survey
  - 27. Boundary
  - 28. Easement
  - 29. Right of Way
  - 30. Utility Easement
  - 31. Flood Hazard Area
  - 32. Wetland
  - 33. Other
  - 34. Proposed
  - 35. Survey
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  - 37. Easement
  - 38. Right of Way
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  - 43. Proposed
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  - 45. Boundary
  - 46. Easement
  - 47. Right of Way
  - 48. Utility Easement
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  - 56. Right of Way
  - 57. Utility Easement
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  - 65. Right of Way
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  - 74. Right of Way
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  - 77. Wetland
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  - 92. Right of Way
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  - 100. Easement
  - 101. Right of Way
  - 102. Utility Easement
  - 103. Flood Hazard Area
  - 104. Wetland
  - 105. Other
  - 106. Proposed
  - 107. Survey
  - 108. Boundary
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**Block Note**  
 As shown on this plan, the land is divided into blocks. The boundaries of the blocks are shown by dashed lines. The boundaries of the blocks are shown by dashed lines.

1 OF 1		<b>REVISIONS</b> THIS PLAT WAS MADE UNDER THE AUTHORITY OF THE HENRY COUNTY BOARD OF COUNTY COMMISSIONERS AND IS SUBJECT TO THE ORDINANCES AND RESOLUTIONS OF SAID BOARD. ALL RIGHTS RESERVED.	<b>ANNEXATION EXHIBIT FOR SIMS PROPERTY</b> LOCATED IN LAND LOTS 132, 133 & 156, 2ND DISTRICT HENRY COUNTY, GEORGIA	
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**This Area Lies Outside  
Watershed Districts**

*Subject  
Property*

17



## **SURVEY DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 3/8 INCH REBAR LOCATED SOUTH 01 DEGREES 41 MINUTES 53 SECONDS WEST, 530.26 FEET FROM A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;  
THENCE, SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 275.30 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, 204.02 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 89 DEGREES 14 MINUTES 35 SECONDS WEST, 277.07 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 00 DEGREES 23 MINUTES 57 SECONDS EAST, 72.35 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 86 DEGREES 10 MINUTES 56 SECONDS WEST, 642.60 FEET TO A 3/8 INCH REBAR AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);  
THENCE, WITH SAID RIGHT-OF-WAY LINE, 50.07 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 14 DEGREES 59 MINUTES 09 SECONDS EAST, 50.06 FEET) TO A 3/8 INCH REBAR;  
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 85 DEGREES 54 MINUTES 50 SECONDS EAST, 529.87 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 01 DEGREES 01 MINUTES 40 SECONDS EAST, 86.55 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING **1.91 ACRES (83,137 SQUARE FEET)**.

### **TOGETHER WITH:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 132, 133 AND 156, 2ND DISTRICT, HENRY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 3/4 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 132, 133, 156 AND 157;  
THENCE, WITH THE NORTHERLY LINE OF LAND LOT 132, NORTH 89 DEGREES 07 MINUTES 21 SECONDS EAST, 405.83 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 89 DEGREES 27 MINUTES 50 SECONDS EAST, 350.70 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 88 DEGREES 42 MINUTES 00 SECONDS EAST, 413.35 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 87 DEGREES 03 MINUTES 44 SECONDS EAST, 305.28 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, SOUTH 69 DEGREES 47 MINUTES 00 SECONDS EAST, 23.96 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 58 DEGREES 53 MINUTES 46 SECONDS EAST, 36.85 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 13 DEGREES 06 MINUTES 09 SECONDS EAST, 28.30 FEET TO A 20 INCH OAK TREE;  
THENCE, WITH THE SOUTHERLY LINE OF BRINDLE CREEK SUBDIVISION (PLAT BOOK 49, PAGE 1), NORTH 84 DEGREES 38 MINUTES 12 SECONDS EAST, 23.98 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 83 DEGREES 30 MINUTES 49 SECONDS EAST, 44.89 FEET TO A 3/4 INCH OPEN TOP PIPE;  
THENCE, NORTH 88 DEGREES 46 MINUTES 11 SECONDS EAST, 463.33 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 88 DEGREES 56 MINUTES 33 SECONDS EAST, 139.00 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, WITH THE SOUTHERLY LINE OF 42 SOUTH SUBDIVISION (PLAT BOOK 24, PAGE 282), NORTH 88 DEGREES 09 MINUTES 18 SECONDS EAST, 748.77 FEET TO A 5/8 INCH REBAR AT THE COMMON CORNER OF LAND LOTS 131, 132, 157 AND 158;  
THENCE, WITH THE EASTERLY LINE OF LAND LOT 132, SOUTH 00 DEGREES 17 MINUTES 30 SECONDS EAST, 274.61 FEET TO A 3/4 INCH OPEN TOP PIPE;  
THENCE, SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST, 608.93 FEET TO A 5/8 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 54 MINUTES 34 SECONDS WEST, 778.58 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 405.25 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 89 DEGREES 08 MINUTES 26 SECONDS WEST, 60.00 FEET TO A POINT;  
THENCE, SOUTH 00 DEGREES 51 MINUTES 34 SECONDS WEST, 342.98 FEET TO A POINT;  
THENCE, SOUTH 01 DEGREES 00 MINUTES 15 SECONDS WEST, 359.64 FEET TO A POINT;  
THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, 296.54 FEET TO THE SOUTHERLY LINE OF LAND LOT 132;  
THENCE, WITH SAID LAND LOT LINE, NORTH 88 DEGREES 54 MINUTES 16 SECONDS WEST, 620.31 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, WITH THE NORTHERLY LINE OF GROVE POINTE SUBDIVISION (PLAT BOOK 30, PAGE 7), NORTH 88 DEGREES 52 MINUTES 41 SECONDS WEST, 1,768.92 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, NORTH 00 DEGREES 04 MINUTES 13 SECONDS EAST, 530.69 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, 198.96 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 08 MINUTES 22 SECONDS WEST, 404.67 FEET TO AN ANGLE IRON;  
THENCE, NORTH 00 DEGREES 08 MINUTES 26 SECONDS EAST, 396.69 FEET TO A 1/2 INCH REBAR;  
THENCE, SOUTH 89 DEGREES 40 MINUTES 55 SECONDS WEST, 594.42 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 16 MINUTES 45 SECONDS EAST, 74.40 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, 198.98 FEET TO A 1 INCH OPEN TOP PIPE;  
THENCE, NORTH 89 DEGREES 27 MINUTES 26 SECONDS WEST, 706.69 FEET TO A 3/4 INCH OPEN TOP PIPE AT THE EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD (80 FOOT RIGHT-OF-WAY WIDTH);



THENCE, WITH SAID RIGHT-OF-WAY LINE, NORTH 19 DEGREES 44 MINUTES 00 SECONDS EAST, 348.17 FEET TO A POINT;  
THENCE, 140.68 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 43 MINUTES 05 SECONDS EAST, 140.65 FEET) TO A 3/8 INCH REBAR;  
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 86 DEGREES 10 MINUTES 56 SECONDS EAST, 542.60 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 00 DEGREES 23 MINUTES 57 SECONDS WEST, 72.35 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 89 DEGREES 14 MINUTES 35 SECONDS EAST, 277.07 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, 204.02 FEET TO A 3/8 INCH REBAR;  
THENCE, NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 275.30 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST, 86.55 FEET TO A 3/8 INCH REBAR;  
THENCE, SOUTH 85 DEGREES 54 MINUTES 50 SECONDS WEST, 529.97 FEET TO A 3/8 INCH REBAR AT SAID EASTERLY RIGHT-OF-WAY LINE OF LOCUST ROAD;  
THENCE, WITH SAID RIGHT-OF-WAY LINE, 75.70 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 11 MINUTES 04 SECONDS EAST, 75.70 FEET) TO A POINT;  
THENCE, NORTH 12 DEGREES 06 MINUTES 00 SECONDS EAST, 253.00 FEET TO A POINT;  
THENCE, 539.61 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1,360.00 FEET AND A CHORD BEARING NORTH 00 DEGREES 44 MINUTES 00 SECONDS EAST, 536.08 FEET) TO A POINT;  
THENCE, NORTH 10 DEGREES 38 MINUTES 00 SECONDS WEST, 130.77 FEET TO A POINT;  
THENCE, 85.52 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 9,800.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 53 MINUTES 00 SECONDS WEST, 85.52 FEET) TO A POINT;  
THENCE, NORTH 11 DEGREES 08 MINUTES 00 SECONDS WEST, 115.92 FEET TO A POINT;  
THENCE, 57.01 FEET ALONG A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 5,600.00 FEET AND A CHORD BEARING NORTH 10 DEGREES 50 MINUTES 30 SECONDS WEST, 57.01 FEET) TO A POINT;  
THENCE, NORTH 10 DEGREES 33 MINUTES 00 SECONDS WEST, 304.24 FEET TO A POINT;  
THENCE, 341.73 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3,000.00 FEET AND A CHORD BEARING NORTH 13 DEGREES 48 MINUTES 48 SECONDS WEST, 341.54 FEET) TO A 3/4 INCH OPEN TOP PIPE;  
THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 75 DEGREES 38 MINUTES 00 SECONDS EAST, 438.45 FEET TO A 1/2 INCH REBAR;  
THENCE, NORTH 75 DEGREES 36 MINUTES 00 SECONDS EAST, 292.69 FEET TO A 1/2 INCH REBAR AND CAP SET;  
THENCE, SOUTH 01 DEGREES 22 MINUTES 30 SECONDS WEST, 1,231.62 FEET TO A 1 INCH OPEN TOP PIPE;  
THENCE, SOUTH 01 DEGREES 07 MINUTES 55 SECONDS EAST, 165.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 211.97 ACRES (9,233,326 SQUARE FEET).

STATE OF GEORGIA  
COUNTY OF ROCKDALE

RECEIVED IN OFFICE  
HENRY COUNTY  
CLERK OF SUPERIOR COURT  
2016 APR -8 PM 12:01

After recording, return to:  
French Law Group, LLC  
921 Commercial Street, NE,  
Conyers, GA 30012  
File 9825-001

Please cross reference to  
Deed Book 12086, page 36  
Deed Book 12086, page 38  
Deed Book 12086, page 39

DL: 14536 PG 182-186  
Filed and Recorded Apr-08-2016 03:28:26PM  
DOC# 02016-008344  
BARBARA A. HARRISON  
CLERK OF SUPERIOR COURT Henry County GA.

**AFFIDAVIT AFFECTING TITLE TO REAL PROPERTY  
JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP AFFIDAVIT**

BEFORE ME, the undersigned attesting authority in and for said State and County, comes now the undersigned deponent, who after being duly sworn, deposes and says on oath the following:

1) That this affidavit relates to the following described real property (hereinafter referenced as "Property"):

**ALL THAT TRACT** or parcel of land, lying and being in Henry County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

That Properties were conveyed to **O. P. SIMS** and **IDA LOU SIMS**, as Joint Tenants With Right of Survivorship by Warranty Deeds recorded in Deed Book 12086, Page 36, Deed Book 12086, Page 38, and Deed Book 12086, Page 39 Henry County, Georgia records.

2) That **O. P. SIMS** departed this life on February 17, 2013, and a copy of his death certificate is attached hereto as Exhibit "B".

3) That on the date of the deceased joint tenant's death, the undersigned is now the sole fee simple owners of said Property

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This 31<sup>st</sup> day of March, 2016.

Gda Lou Sims  
Name of Deponent (Affiant)

Sworn to and subscribed before me, this

31<sup>st</sup> day of March, 2016

  
Notary Public

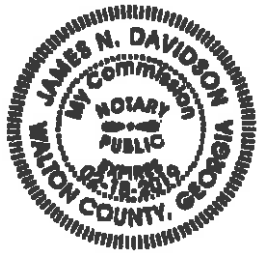


EXHIBIT "A"

BK: 14536 PG: 184

**TRACT ONE**

ALL THAT TRACT or parcel of land lying and being in Land Lot 166 of the 2<sup>nd</sup> District, Henry County, Georgia, being Lot 11 and part of Lot 12 of the Edward Welch Subdivision, as shown and delineated on a plat of Survey prepared for Terril L. Rivers, by W. R. Franks, Registered Land Surveyor, dated 12/6/93, and being more particularly described as follows:

Begin at an iron pin located on the northwesterly right-of-way line of Fuller Road (40' R/W), 170.0 feet northeasterly as measured along said right-of-way line from the point formed by the intersection of said right-of-way line with the northerly right-of-way line of Jackson Street; thence North 65 degrees 45 minutes West, 350.0 feet to a point; thence North 15 degrees 15 minutes East, 15.0 feet to a point; thence North 58 degrees 37 minutes East, 108.7 feet to an iron pin; thence North 15 degrees 34 minutes 53 seconds East, 22.84 feet to an iron pin; thence South 66 degrees 58 minutes 22 seconds East, 276.93 feet to an iron pin located on the northwesterly right-of-way line of Fuller Road; thence South 15 degrees 44 minutes 06 seconds West, along the northwesterly right-of-way line of Fuller Road, 134.7 feet to the Point of Beginning.

**TRACT TWO**

ALL THAT TRACT or parcel of land lying and being in Land Lot 125 of the 7<sup>th</sup> District, Henry County, Georgia, being Lot 26, of Rosewood, Phase 1, as per plat recorded in Plat Book 16, Page 241, Henry County, Georgia Records, which plat is incorporated herein by this reference and made a part of this description.

**TRACT THREE**

ALL THAT TRACT or parcel of land containing seventy four and three quarters acres and eighty acres both tract join, more or less, lying and being in Locust Grove District, Henry County Georgia, and bounded on the North by lands of E. C. Morris, on the East by lands of J. R. Price and B. T. Glass, on the South by land of J. A. Brown, and on the West by land of Gilbert Hanley and S. F. Rosser. Known as the Henry Jester Place and Price Colvin Place.

Being the same property conveyed by J. H. Brown in Warranty Deed dated January 14, 1948, of record in deed book 95, page 142, Henry County Records.

**TRACT FOUR**

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 2<sup>nd</sup> Land District of Henry County, Georgia, containing 16.05 acres of land, and being known as Parcel "A" according to a plat and survey made for J. L. Christian et al., dated August 10, 1971, and being more fully described according to said plat and survey as follows:

BEGINNING at an iron pin on the North land lot line of Land Lot 133, which point is its intersection with the East right of way line of Locust Grove Road or Brown Road, and from said point of beginning running thence along North land lot line of Land Lot 133 South 86 degrees 34 minutes East 463.7 feet to an iron pin located at the Northeast corner of Land Lot 133; thence South 1 degree 02 minutes 30 seconds West 1337.6 feet to an iron pin; thence North 88 degrees 34 minutes West 703.3 feet to an iron pin located on the East right of way line of Locust Grove or Brown Road; thence along East right of way line of said public road the following bearings and distances: North 19 degrees 39 minutes 30 seconds East 384.8 feet to an iron pin, North 14 degrees 04 minutes East 449.6 feet to an iron pin, North 09 degrees 28 minutes East 256.7 feet to an iron pin, and North 08 degrees 29 minutes 30 seconds West 281.5 feet to the point of beginning.

Said land is bounded as follows: On the North by lands of grantors herein; East by land of Palmer Sims; South by lands of Hanley Estate; and West by Public road.

BR: 14536 PG: 185

EXHIBIT "B"

DEATH CERTIFICATE

# COPY UNAUTHORIZED

## GEORGIA DEATH CERTIFICATE

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) <b>OSCAR PALMER BBSB</b>		3. IF FEMALE ENTER LAST NAME AT BIRTH		2. SEX <b>MALE</b>	3a. DATE OF DEATH (Mo., Day, Year) <b>ACTUAL DATE OF DEATH 02/17/2013</b>
3. SOCIAL SECURITY NUMBER <b>91</b>	4b. UNDER 1 YEAR Days	4c. UNDER 1 DAY Hours	4d. UNDER 1 DAY Mins.	5. DATE OF BIRTH (Mo., Day, Year) <b>02/21/1921</b>	
6. BIRTHPLACE <b>GEORGIA</b>	7a. RESIDENCE - STATE <b>GEORGIA</b>	7b. COUNTY <b>HENRY</b>	7c. CITY, TOWN <b>LOCUST GROVE</b>		
7d. STREET AND NUMBER <b>943 JACKSON STREET</b>	7e. ZIP CODE <b>30244</b>	7f. INSIDE CITY LIMITS? <b>YES</b>	8. ARMED FORCE? <b>YES</b>		
9. USUAL OCCUPATION <b>RURAL MAIL CARRIER</b>		10. KIND OF INDUSTRY OR BUSINESS <b>POSTAL SVC - GOVERNMENT</b>			
9. MARITAL STATUS <b>MARRIED</b>		10. SPOUSE NAME <b>IDA LOU MILLER</b>		11. FATHER'S FULL NAME (First, Middle, Last) <b>OSCAR WESLEY BBSB</b>	
12. MOTHER'S MAIDEN NAME (First, Middle, Last) <b>MARY LEE PATRICK</b>		13a. INFORMANT'S NAME (First, Middle, Last) <b>IDA LOU BBSB</b>		13b. RELATIONSHIP TO DECEDENT <b>SPOUSE</b>	
13c. MAILING ADDRESS <b>943 JACKSON STREET LOCUST GROVE GEORGIA 30244</b>			14. DECEDENT'S EDUCATION <b>HIGH SCHOOL GRADUATE OR GED COMPLETED</b>		
15. ORIGIN OF DECEDENT (Italian, Irish, French, English, etc.) <b>NO, NOT SPANISH/HISPANIC/LATINO</b>		16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) <b>WHITE</b>			
17a. IF DEATH OCCURRED IN HOSPITAL <b>EMERGENCY ROOM/OUTPATIENT</b>		17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify)			
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in other give street and no.) <b>PEDEMONT HENRY HOSPITAL</b>		19. CITY, TOWN OR LOCATION OF DEATH <b>STOCKBRIDGE</b>		20. COUNTY OF DEATH <b>HENRY</b>	
21. METHOD OF DISPOSITION (Specify) <b>BURIAL</b>		22. PLACE OF DISPOSITION <b>LOCUST GROVE CEMETERY HWY 91 &amp; LOCUST GROVE GEORGIA 30244</b>		23. DISPOSITION DATE (Mo., Day, Year) <b>02/21/2013</b>	
24a. EMBALMER'S NAME <b>HARVEY HICKLEY</b>		24b. EMBALMER LICENSE NO. <b>2285</b>		25. FUNERAL HOME NAME <b>HARTEN FUNDS AND CREMATIONS</b>	
26. FUNERAL HOME ADDRESS <b>1748 ZACK HINTON PARKWAY MCDONOUGH GEORGIA 30253</b>					
26a. SIGNATURE OF FUNERAL DIRECTOR <b>BETTY PURCELL</b>		26b. FUL DIR. LICENSE NO. <b>4173</b>		AMENDMENTS	
27. DATE PRONOUNCED DEAD (Mo., Day, Year) <b>02/17/2013</b>		28. HOUR PRONOUNCED DEAD <b>08:33 PM</b>			
29a. PRONOUNCER'S NAME <b>WOODY FRANCIS</b>		29b. LICENSE NUMBER <b>48335</b>		29c. DATE SIGNED <b>02/17/2013</b>	
30. TIME OF DEATH <b>08:33 PM</b>		31. WAS CASE REFERRED TO MEDICAL EXAMINER <b>NO</b>			
32. Part I. Enter the state of acute disease, injury, or complication that directly caused the death. DO NOT enter potential events such as poisoning, assault, negligence, or criminal responsibility preceding the primary cause of death.					
A. <b>SEVERE ACUTE STROKE</b>		Due to, or as a consequence of		Approximate interval between onset and death <b>10 YEARS</b>	
B. <b>CHRONIC OBSTRUCTIVE PULMONARY DISEASE</b>		Due to, or as a consequence of		<b>10 YEARS</b>	
C. <b>DEMENTIA</b>		Due to, or as a consequence of		<b>UNKNOWN</b>	
Part II. Enter significant conditions contributing to death but not related to those given in Part I. If female, indicate if pregnant or birth occurred within 30 days of death.					
33. TOBACCO USE CONTRIBUTED TO DEATH <b>NO</b>		33a. IF FEMALE (through 10-04) PREGNANT <b>NOT APPLICABLE</b>		34. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) <b>NATURAL</b>	
35. DATE OF INJURY (Mo., Day, Year)		36. TIME OF INJURY		40. PLACE OF INJURY (Home, Park, Street, Factory, Office, etc.) (Specify)	
42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)		41. INJURY AT WORK? (Yes or No)			
43. DESCRIBE HOW INJURY OCCURRED		44. IF TRANSPORTATION INJURY			
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner (Name, Title, License No.) <b>DAVID B REMINGTON, MD, 27189</b>			46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)		
47a. DATE SIGNED (Mo., Day, Year) <b>02/17/2013</b>		47b. HOUR OF DEATH <b>08:33 PM</b>		48. DATE SIGNED (Mo., Day, Year)	
49. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH <b>DAVID B REMINGTON 321 S 6TH STREET BRUNNEN GEORGIA 30224</b>					
49a. REGISTRAR (Signature) <b>DR DONNA L. MOORE</b>		49b. DATE FILED - REGISTRAR (Mo., Day, Year) <b>02/20/13</b>			

82239  
8878

BOOK 2239 PAGE 70

RETURN TO:  
MORRIS & GARDNER, P.A.  
5701 WHITLEY ROAD  
ATLANTA, GEORGIA 30355

RECORDED  
INDEXED  
APR 29 1998

INSTRUMENT 16300408

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF HENRY

FILED  
CLERK OF SUPERIOR COURT  
HENRY COUNTY, GA.

This instrument was on the 11th day of January, in the year One Thousand Nine Hundred Ninety-Six, between WILLIAM P. GIBB, of the County of HENRY, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and WILLIAM P. GIBB and LEANNA A. GIBB, as joint tenants with survivorship and not as tenants in common or parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns unless the context requires or permits).

W I T N E S S E T H Grantor, he and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the reading and delivery of these presents, the receipts 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 Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 122 & 123 OF THE 2ND DISTRICT OF HENRY COUNTY, GEORGIA, BEING 1.3 ACRES AS SHOWN PER PLAT OF SURVEY SHOWN IN PLAT BOOK 22, PAGE 122, AFORESAID RECORDS, AND PLAT BEING INCORPORATED AND MADE A PART OF THIS DESCRIPTION BY REFERENCE.

THIS CONVEYANCE is made subject to all existing easements, encumbrances and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, to the said Grantees, heirs, or in anywise appointing, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Great Code of Georgia Section 44-2-12, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of

*W. P. Gibb*  
WILLIAM P. GIBB  
*Leanna A. Gibb*  
LEANNA A. GIBB  
HENRY COUNTY, GEORGIA

*William P. Gibb* (Seal)  
WILLIAM P. GIBB  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

HENRY COUNTY GEORGIA  
DEALERS' WAREHOUSE  
NOTARY - *W. P. Gibb*  
DATE - *2-2-96*  
*And J. Taylor*  
Clerk of Superior Court

002537

**EXHIBIT B**





# REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

ANNEXATION & REZONING

## Property Information

<b>Tax ID</b>	<b>147-01025008 &amp; 147-01025009</b>
<b>Location/address</b>	<b>Land Lots 132, 133, and 156 of the 2<sup>nd</sup> District 245 &amp; 375 Locust Road</b>
<b>Parcel Size</b>	<b>1.91+/- acres and 211.97 +/- acres</b>
<b>Current Zoning</b>	<b>RA (County Residential Agricultural) to RA (City Residential Agricultural)</b>
<b>Request</b>	<b>Annex and Rezone RA-zoned property from unincorporated Henry County into the City of Locust Grove with an RA zoning</b>
<b>Proposed Use</b>	<b>Residential Agricultural</b>
<b>Existing Land Use</b>	<b>Vacant/Single-family residential unincorporated Henry County</b>
<b>Future Land Use</b>	<b>Low-Density Residential (unincorporated Henry County)</b>
<b>Recommendation</b>	<b>Approval</b>

## Summary

Ida L. Sims, William P. Sims, and Leanna J. Sims requests annexation and rezoning of 211.97 +/- acres and 1.91 +/- acres located at 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2<sup>nd</sup> District. The properties are currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City. The Applicant is utilizing the 100% method per O.C.G.A. §36-36-20. The Henry County Board of Commissioners raised no objections to this annexation during their February 2, 2021 meeting.

## Service Delivery / Infrastructure

**Water and Sewer:** According to the City of Locust Grove Public Works Department, the subject properties are not currently serviced by city water or sewer services. However, at the developer's expense, they may connect to nearby water and sewer lines. Sanitary sewer service can be provided



# REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

## ANNEXATION & REZONING

by the City of Locust Grove. However, water will be serviced by the Henry County Water Authority. The subject properties are not located within any Watershed Protection Areas.

**Police Services:** If 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 low-density rural character single-family residential uses remaining the same, if annexed into the City of Locust Grove.

## 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. 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. The request will continue the residential/agricultural use of the subject properties as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
  - (3) Consistency with the Land Use Plan. The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas.
  - (4) The potential impact of the proposed amendment on City infrastructure including water and sewerage systems. There are no impacts to the City's infrastructure given the subject properties will not discontinue the current rural and single-family residential use.
  - (5) The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes. No impacts are anticipated as a result of granting this request.



# REZONING EVALUATION REPORT

February 22, 2021

FILE: RZ-21-01-01

## ANNEXATION & REZONING

- (6) **The impact upon adjacent property owners should the request be approved. There are no plans to change the manner in which the subject properties are 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. Currently, the subject properties contain vacant agriculture property and a single-family dwelling; 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. 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. 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 the applicants request to annex the subject properties into the City of Locust Grove and rezone the subject properties from RA (Residential Agricultural) unincorporated Henry County to RA (Residential Agricultural) City of Locust Grove.

**EXHIBIT C**

**AFFIDAVIT OF SIGN POSTING**

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Brian Fornal, who, after being duly sworn, testifies as follows:

1.

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

2.

Ida L. Sims has submitted application for 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 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits.

3.

On the 1<sup>st</sup> day of February 2021, I, Brian Fornal, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 22<sup>nd</sup> day of February 2021 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 8:35 AM at 245 Locust Road on 2/1/2021.
- 2) Double-sided sign posted at 8:36 AM at 375 Locust Road on 2/1/2021.

FURTHER AFFIANT SAYETH NOT.

This 2<sup>nd</sup> day of February 2021.

3/10  
Affiant

Sworn and subscribed before me  
this 2nd day of February, 2021

Markey Moore  
Notary Public



**Exhibit "A"**





+ Add to

File info

File name  
IMG\_0241.jpg

Date taken

February	1	2021
8	35	AM

Size  
531 KB

Dimensions  
4032 x 3024

Shot  
1/650 sec f/2.8

ISO  
20

Device  
iPhone 11 Pro Max

Source  
This PC

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🔍 Share 📄 📱 ...



🏠 Type here to search

Taskbar area containing various application icons (Edge, File Explorer, Photos, etc.) and system tray icons (volume, network, battery, clock).



+ Address

File info

File name  
5452.jpg

Date taken

February	1	2021
8	36	AM

Size  
5.3 MB

Dimensions  
4032 x 3024

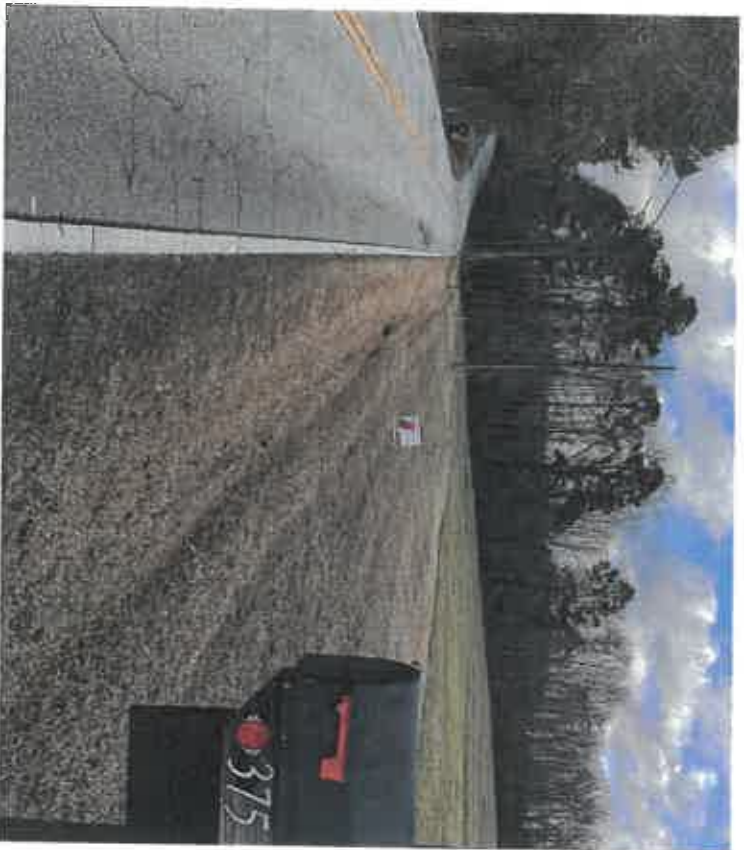
Shot  
1/160 sec f2.8 iso

ISO  
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Device  
iPhone 11 Pro Max

Source  
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Type here to search



# Henry Herald

38 Sloan Street  
McDonough, Georgia 30253

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF HENRY

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

Ad No.: 25987

Name and File No.: CITY COUNCIL MTG 2/22/21  
a true copy of which is hereto attached, was published in said newspaper on the following date(s):  
02/03/2021

*Robert D. McCray*

---

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

*Tina Pethel*

---

By Tina Pethel  
SCNI Controller

Sworn and subscribed to me 02/04/2021



*Dawn Ward*

---

Notary Public

My commission expires 03/04/2022

**Ad text :     Public Hearing Notice  
City of Locust Grove  
February 22, 2021  
6:00 PM  
Locust Grove Public  
Safety Building  
3640 Highway 42 South  
Locust Grove, GA 30248**

**Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, February 22, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:**

**ANNEXATION & REZONING**

**RZ-21-01-01 Ida L. Sims 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 245 & 375 Locust Road (Parcel IDs: 147-01025008 & 147-01025009) in Land Lots 132, 133, and 156 of the 2nd District for the purpose of incorporating property into the City limits. The subject properties currently have a Low Density (LD) future land use designation and will remain so if incorporated into the City.**

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

**Daunté Gibbs  
Community Development Director - City of Locust Grove  
25987-2/3/2021**



## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

---

**Item:** DDA Appointment Resolution – Stephanie Epps

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** N/A

**Date Received:** February 12, 2021

**Workshop Date:** February 22, 2021

**Regular Meeting Date:** March 1, 2021

#### Discussion:

---

Attached is the resolutions to appoint Stephanie Epps for the unexpired term of Cheryl Clevenger (resignation effective March 1, 2021) to the Downtown Development Authority.

#### Recommendation:

---

**FOR DISCUSSION. ACTION ITEM ON MARCH 1, 2021 AGENDA**

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

**RESOLUTION TO APPOINT STEPHANIE EPPS TO THE DOWNTOWN DEVELOPMENT AUTHORITY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

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

**WHEREAS**, the Mayor and Council have determined that the need for a downtown development authority to function in the city to aid in the financing of projects for the revitalization and redevelopment of the central business district of the city which will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities within the city and the state of Georgia; and

**WHEREAS**, the City must appoint Board of Directors of the downtown development authority; and

**WHEREAS**, Cheryl Clevenger as a member on the Board of Directors of the downtown development authority has resigned from her position effective March 1, 2021; and

**WHEREAS**, the term of Cheryl Clevenger as a member on the Board of Directors of the downtown development authority expires in January 7, 2023; and

**WHEREAS**, the City wishes to appoint Stephanie Epps as a Director of the downtown development authority to fulfill the unexpired term of Cheryl Clevenger in accordance with said Ordinance.

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

1. **Appointment.** The Mayor, by and with the advice and consent of the City Council, hereby appoints Stephanie Epps as a member of the Board of Directors of the downtown development authority, whose term will expire January 7, 2023.

2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 1st day of March, 2021.

\_\_\_\_\_  
Robert 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 (770) 954-1223

### Item Coversheet

---

**Item:** DDA Appointment Resolution – Stephanie Epps

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

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**Budget Item:** N/A

**Date Received:** February 12, 2021

**Workshop Date:** February 22, 2021

**Regular Meeting Date:** March 1, 2021

#### Discussion:

---

Attached is the resolutions to appoint Stephanie Epps for the unexpired term of Cheryl Clevenger (resignation effective March 1, 2021) to the Downtown Development Authority.

#### Recommendation:

---

**APPROVE RESOLUTION TO APPOINT STEPHANIE EPPS TO THE LOCUST GROVE DOWNTOWN DEVELOPMENT AUTHORITY.**

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

**RESOLUTION TO APPOINT STEPHANIE EPPS TO THE DOWNTOWN DEVELOPMENT AUTHORITY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

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

**WHEREAS**, the Mayor and Council have determined that the need for a downtown development authority to function in the city to aid in the financing of projects for the revitalization and redevelopment of the central business district of the city which will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities within the city and the state of Georgia; and

**WHEREAS**, the City must appoint Board of Directors of the downtown development authority; and

**WHEREAS**, Cheryl Clevenger as a member on the Board of Directors of the downtown development authority has resigned from her position effective March 1, 2021; and

**WHEREAS**, the term of Cheryl Clevenger as a member on the Board of Directors of the downtown development authority expires in January 7, 2023; and

**WHEREAS**, the City wishes to appoint Stephanie Epps as a Director of the downtown development authority to fulfill the unexpired term of Cheryl Clevenger in accordance with said Ordinance.

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

1. **Appointment.** The Mayor, by and with the advice and consent of the City Council, hereby appoints Stephanie Epps as a member of the Board of Directors of the downtown development authority, whose term will expire January 7, 2023.

2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this  1st  day of  March , 2021.

\_\_\_\_\_  
Robert Price, Mayor

ATTEST:

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

Approved as to form:

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



**Main Street Program**  
P. O. Box 900  
Locust Grove, Georgia 30248

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

## Item Coversheet

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**Item:** **Memorandum of Agreement with GA Department of Community Affairs, Historic Preservation Division regarding the 2021 Locust Grove Historic Resource Survey**

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** NA

**Date Received:** February 12, 2021

**Workshop Date:** February 22, 2021

**Regular Meeting Date:** March 1, 2021

### **Discussion:**

The attached Memorandum of Agreement (Exhibit A) includes a timeline and standards for a staff-conducted city-wide Historic Resource Survey to be executed over an 18-month period. Successful completion of the MOA-based historic resource survey will result in Phase II CLG status for the City of Locust Grove and access to brick-and-mortar historic preservation grants. This MOA-based approach is a new program offered by HPD that allows the city to forgo hiring an outside consultant when a qualified staff person or volunteer is able to conduct a historic resource survey in compliance with HPD standards.

### **Recommendation:**

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**DISCUSSION ITEM ONLY. WILL RETURN AS AN ACTION ITEM ON THE MARCH 1, 2021 REGULAR MEETING AGENDA.**

**EXHIBIT A**

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF LOCUST GROVE, GEORGIA**

**AND THE**

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, HISTORIC PRESERVATION  
DIVISION**

**REGARDING THE 2021 LOCUST GROVE HISTORIC RESOURCE SURVEY**

**WHEREAS** the City of Locust plans to carry out a historic resources survey of 3,245 parcels, which will include all buildings, structures, suites, and objects constructed during and before 1981, and located within the area delineated on the map attached to this contract as **Exhibit A**, pursuant to the maintenance of a system for survey and inventory of historic property, National Historic Preservation Act of 1966, §302503(a)(3) ; and

**WHEREAS** the historic resources survey will not be funded by a **Historic Preservation Fund grant**; and

**WHEREAS**, The City of Locust Grove has defined the survey as described in **Exhibit A (attached hereto)**; and

**NOW, THEREFORE**, the City of Locust Grove and the **HISTORIC PRESERVATION DIVISION (HPD)** agree that the survey shall be implemented in accordance with the following stipulations:

**STIPULATIONS**

**Locust Grove shall ensure that the following measures are carried out:**

- I.** All project work shall conform to the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*, which include the *Standards for Evaluation, Identification, and Registration*. The project work will be prepared in accordance with (a) National Register Bulletin: Guidelines for Local Surveys: A Basis for Preservation Planning; (b) the Historic Preservation Division's guidance materials for identifying and documenting Georgia's historic resources, including the Georgia Historic Resources Manual (October 2020), and the Historic Resources Survey Programs GNAHRGIS Primer, available online; as well as (c) the Georgia's Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS) web-based GIS database.
- II.** Before beginning work, **HPD** will review project personnel professional qualifications to ensure that they qualify as an architectural historian or historic

architect under 36 CFR Part 61: Professional Qualification Standards. If professional qualification standards cannot be met, **Locust Grove's** staff and volunteers responsible for the project will attend online training sessions and one on-site field training session with **HPD** staff.

- III. **Locust Grove** will ensure that all survey data and digital photographs are entered in the **GNAHRGIS** online database within the contract period. All data groups in **GNAHRGIS** will be completed for each resource surveyed and a minimum of two (2) digital photographs per resource will be uploaded, per the requirements outlined in the guidance materials referenced in Section I.
- IV. **Locust Grove** will provide a final deliverable of two final copies and two (2) electronic CD/DVDs of a survey report and a survey map to **HPD** within the MOA period.
  1. The survey area map will delineate surveyed parcels. The map will indicate the survey area boundary, any existing relevant locally designated or National Register of Historic Places-listed historic district boundaries, ALL addresses, ALL legal parcels, and ALL street names, at a scale of 1" = 200'. The map will include a key explaining boundaries.
  2. The survey report is to include at a minimum:
    - i. **Executive summary**, which includes the total number of surveyed resources;
    - ii. **Project description**, including how the survey was funded, who sponsored the survey, the name of the surveyor, and a general description of the survey area, including a clear statement and justification of the boundaries of the area surveyed;
    - iii. **Summary of previous preservation projects**, including previous survey efforts, local designations, National Register listings, and other historic preservation planning efforts;
    - iv. **Developmental history**: a brief written account of how the area developed over time and how it reflects distinctive aspects of Georgia's history;
    - v. **Survey methods**, including the fieldwork techniques and research methods employed while conducting the survey, references to previous surveys, and an explanation of any re-survey completed as part of this project;
    - vi. **Survey results and architectural analysis**, including the total number of surveyed resources grouped into appropriate categories, a table and narrative listing all building types and all architectural styles as identified in **GNAHRGIS**, local architectural character, general observations (such as integrity and condition of resources, character-defining features, and apparent developmental trends), and any local landmarks and eccentricities;
    - vii. **Recommendations for future preservation activities**, including: potential National Register nominations for individual resources and or historic districts with basic boundary justifications for any proposed district(s), as applicable; potential updates and/or amendments to existing

- National Register historic district listings, as applicable; designation recommendations for potential local historic districts, as applicable; potential updates and/or amendments to existing locally designated historic district listings, as applicable; and potential economic development, heritage tourism, and other preservation planning activities;
- viii. **Appendix 1:** table listing all GNAHRGIS ID numbers associated with the survey paired with the address of the resource that each GNHARGIS ID number represents.
  - ix. **Appendix 2:** A survey map that delineates the survey area; existing local historic district and National Register-listed district boundaries and potential updates and/or amendments to these existing district boundaries discussed in Section VII; and the boundaries of any identified potential new historic districts, both National Register and local, discussed in Section VII (this map will be integrated within the report, in addition to the separate 1"=200' map discussed above).
  - x. *This project has been completed with technical assistance from the Historic Preservation Division of the Georgia Department of Community Affairs. Any opinions, findings, conclusions or recommendations expressed in this product] are those of the author(s) and do not necessarily reflect the views or policies of the Georgia Department of Community Affairs, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies.*
  - xi.

## V. DURATION

This MOA will expire if its terms are not completed within eighteen (18) months from the date of its execution. Prior to such time, Locust Grove may consult with HPD to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

## VI. MONITORING AND REPORTING

All project development by Locust Grove shall be reviewed by HPD. The review process includes project personnel qualifications, training if qualifications cannot be met, as well as review of: GNAHRGIS data, survey map, , and other materials determined necessary during project development. Reviews of the draft reports shall be conducted by Locust Grove. Consultation on the survey report content can be provided by HPD at approval of both parties.

Locust Grove will complete project work by the following due dates:

- |                         |   |
|-------------------------|---|
| <b>July 1, 2021</b>     | Approximately 25% of surveyed resource data entered into GNAHRGIS. Documentation spreadsheet submitted. |
| <b>November 1, 2021</b> | Approximately 50% of surveyed resource data entered into GNAHRGIS.                                      |



<b>February 1, 2022</b>	Documentation spreadsheet submitted Approximately 100% of surveyed resource data entered into GNAHRGIS.
<b>August 1, 2022</b>	Documentation spreadsheet submitted Final Survey Report submitted to <b>HPD</b> in hard copy format -- two (2) copies and two (2) electronic CD/DVDs Final Survey Map Submitted to <b>HPD</b> (1 copy) All GNAHRGIS data and digital photographs for each resource completed

**VII. AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with **HPD**. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment. If within thirty (30) days an amendment cannot be agreed upon by all signatories, **HPD** shall thereupon have the right to terminate this agreement per stipulation VII, below.

**VIII. TERMINATION**

If through any cause, **Locust Grove** shall fail to fulfill in timely and proper manner the obligation under this Agreement, or if **Locust Grove** shall violate any of the covenants, agreements, or stipulations of this Agreement, **HPD** shall thereupon have the right to terminate this Agreement by giving written notice to **Locust Grove** of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall, at the option of **HPD**, become the property of **HPD**.

**SIGNATORIES:**

\_\_\_\_\_  
 Mayor Name  
**Locust Grove, Mayor**

Date \_\_\_\_\_

\_\_\_\_\_  
 Dr. David Crass  
**Georgia HPD, Deputy State Historic Preservation Office**

Date \_\_\_\_\_

**EXHIBIT A**  
**MAP**  
**LOCUST GROVE**  
**HISTORIC RESOURCES SURVEY AREA**

**EXHIBIT B**  
**NOTE ON RESURVEY OF RESOURCES**  
**LOCUST GROVE**  
**HISTORIC RESOURCES SURVEY AREA**

Include the following language in the Request for Proposals, as budgeting for resurvey of resources can impact cost and time allowances:

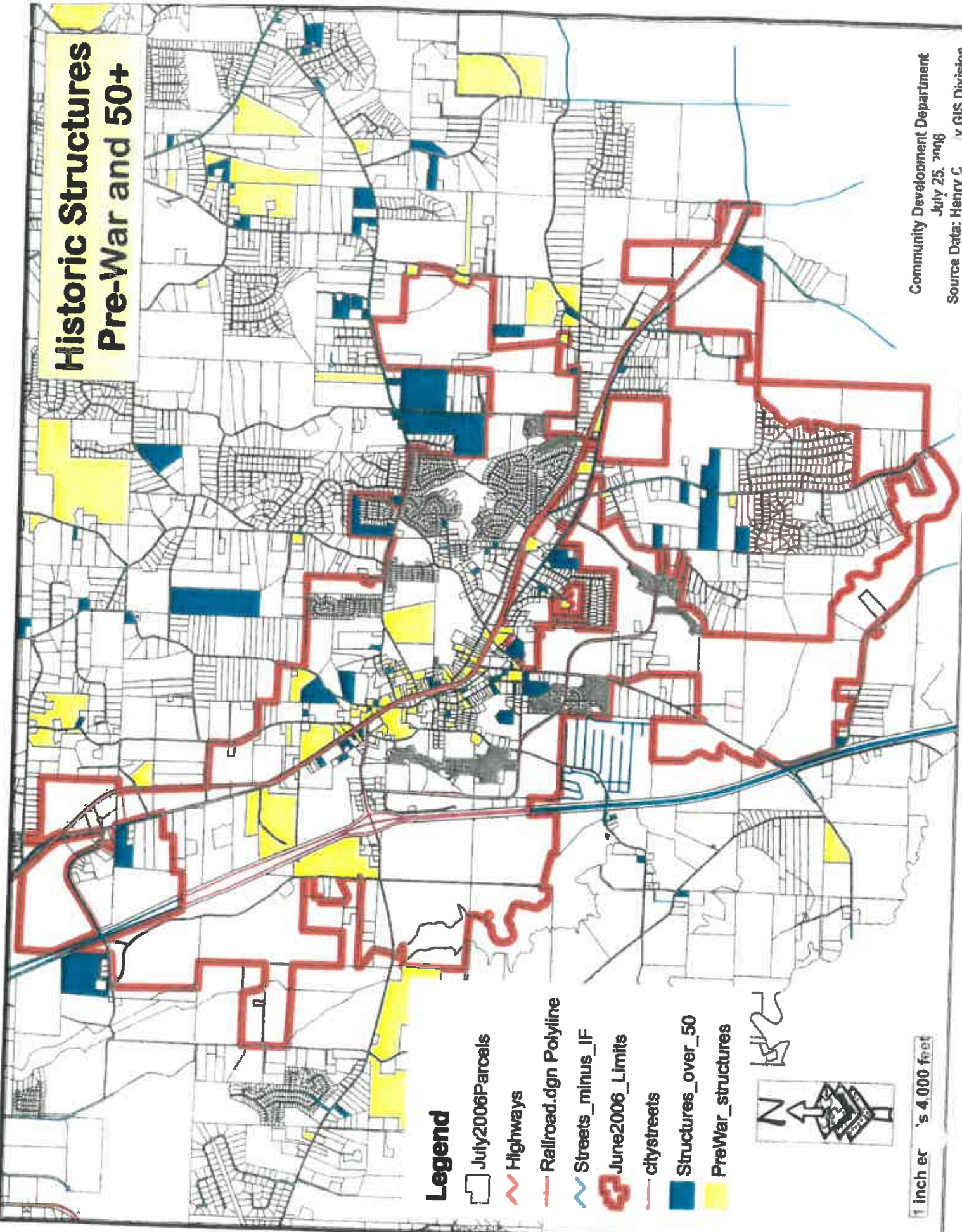
In 2010, the City of Locust Grove was surveyed, and resources documented through this survey were later entered into GNAHRGIS. Therefore, the 2021 Locust Grove survey of the Locust Grove Historic Preservation District Overlay will include the resurvey of resources. For the resurveyed resources, the surveyor will need to identify previously-surveyed points in GNAHRGIS and add all new survey data to the previous, existing entry to avoid duplicate entries for the same resource.

The surveyor will need to find the previous point or GNAHRGIS ID number via an address search or by locating the resource geographically using the GNAHRGIS map. The process for resurvey is discussed in detail in the Georgia Historic Resources Manual document provided by the Historic Preservation Division and also demonstrated in the GNAHRGIS website's GNAHRGIS Editing Basics – Webinar, accessed here:









[https://www.itos.uga.edu/nahrgis/moreinfo\\_training.html](https://www.itos.uga.edu/nahrgis/moreinfo_training.html).

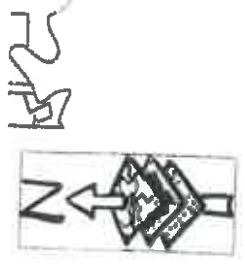
Account for this process in determining time and budget allowances for this survey

# Historic Structures Pre-War and 50+



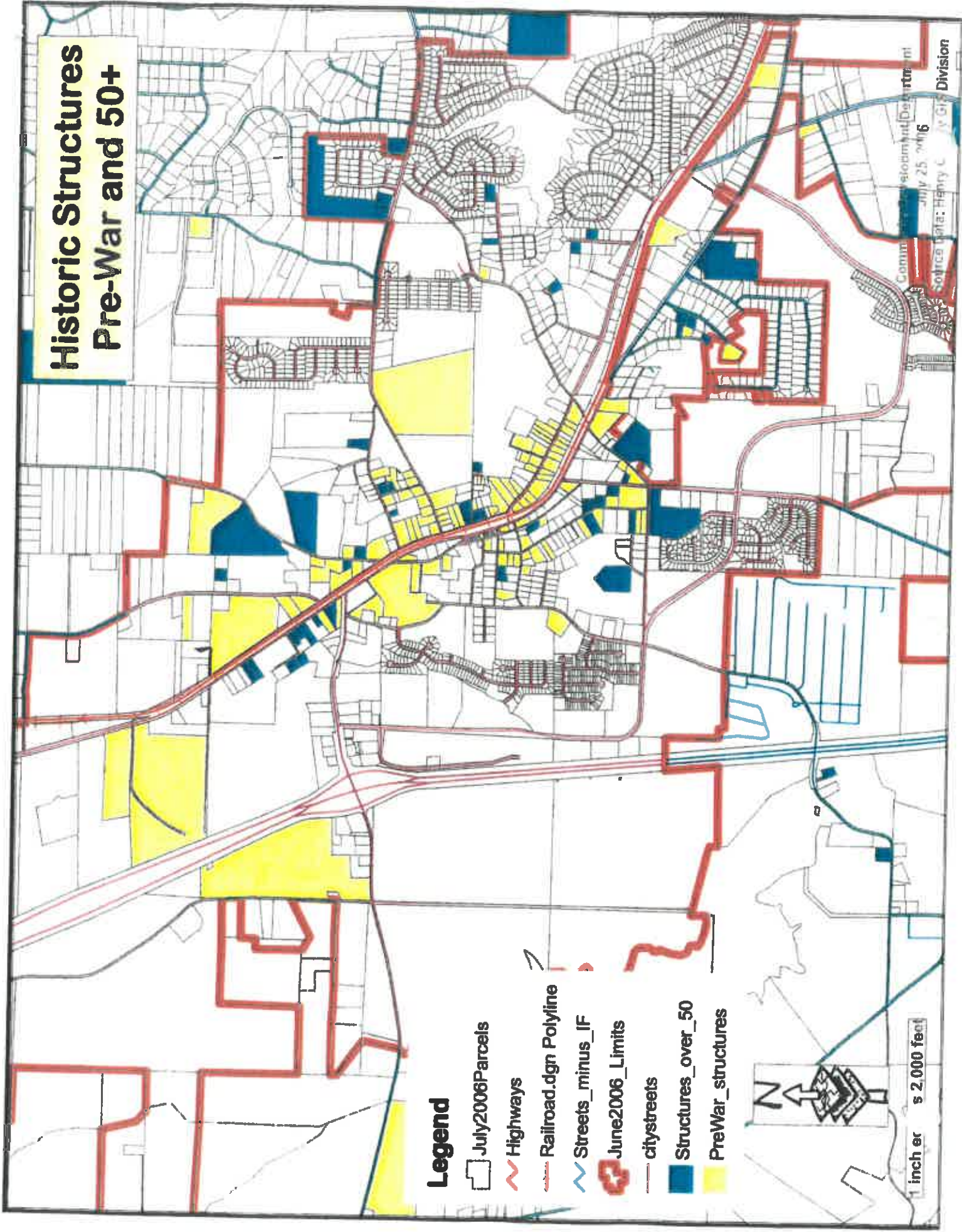
## Legend

-  July2006Parcels
-  Highways
-  Railroad.dgn Polyline
-  Streets\_minus\_IF
-  June2006\_Limits
-  citystreets
-  Structures\_over\_50
-  PreWar\_structures



1 inch equals 4,000 feet

# Historic Structures Pre-War and 50+



## Legend

- July2006Parcels
- Highways
- Railroad.dgn Polyline
- Streets\_minus\_IF
- June2006\_Limits
- citystreets
- Structures\_over\_50
- PreWar\_structures



1 inch equals 2,000 feet



**Main Street Program**  
P. O. Box 900  
Locust Grove, Georgia 30248

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

## **Item Coversheet**

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**Item:** **Memorandum of Agreement with GA Department of Community Affairs, Historic Preservation Division regarding the 2021 Locust Grove Historic Resource Survey**

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

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

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

**Advertised Date:** **NA**

**Budget Item:** **NA**

**Date Received:** **February 12, 2021**

**Workshop Date:** **February 22, 2021**

**Regular Meeting Date:** **March 1, 2021**

### **Discussion:**

The attached Memorandum of Agreement (Exhibit A) includes a timeline and standards for a staff-conducted city-wide Historic Resource Survey to be executed over an 18-month period. Successful completion of the MOA-based historic resource survey will result in Phase II CLG status for the City of Locust Grove and access to brick-and-mortar historic preservation grants. This MOA-based approach is a new program offered by HPD that allows the city to forgo hiring an outside consultant when a qualified staff person or volunteer is able to conduct a historic resource survey in compliance with HPD standards.

### **Recommendation:**

---

**APPROVE UNDER ACTION ITEM ON THE MARCH 1, 2021 REGULAR MEETING AGENDA.**

**EXHIBIT A**



## Community Development Department

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

### Item Coversheet

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**Item:** APPROVAL OF AN ORDINANCE TO RENEW THE CITY'S SERVICE CONTRACT WITH ICC INSPECTION SERVICES (RONNIE GLAZE) FOR BUILDING AND TRADE INSPECTIONS AND PLAN REVIEWS

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Yes

**Date Received:** N/A

**Workshop Date:** February 22, 2021

**Regular Meeting Date:** March 1, 2021

#### Discussion:

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Renewal of a service contract with Ronnie Glaze of ICC Inspection Services, Inc. to continue performing building plan reviews and inspections as well as electrical, plumbing and HVAC inspections for residential and commercial building projects.

#### Recommendation:

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Staff recommends approval of the ordinance

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

**AN ORDINANCE TO AMEND AN INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE AND ICC INSPECTION SERVICES, INC. PROVIDING FOR PROFESSIONAL BUILDING INSPECTIONS 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 agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

**WHEREAS**, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

**WHEREAS**, the statewide minimum codes are enforceable in the City; and

**WHEREAS**, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 8, Chapter 2 include International Building Code as published by the International Code Council (ICC), the International Residential Code for One and Two Family Dwellings (ICC); the National Electric Code (NEC) as published by the National Fire Protection Association, the International Fuel Gas Code (ICC); the International Mechanical Code (ICC); the International Plumbing Code (ICC); the International Fire Code (ICC); the National Fire Protection Association Code (NFPA); the International Energy Conservation Code (ICC); the International Property Maintenance Code (ICC); International Swimming Pool and Spa Code (ICC); The Code for Safety of Life from Fire in Buildings and Structures (National Fire Prevention Association Publication 101); and all current Georgia Amendments thereto as promulgated by the Georgia Department of Community Affairs; and

**WHEREAS**, in order to enforce said code, the City needs the services of a Building Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

**WHEREAS**, the City wishes to retain the services of a Building Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

**WHEREAS**, the Mayor and City Council have found the renewal of this Inspection Services Agreement to be in the best interests of the citizens of the City of Locust Grove.



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

**SECTION 1.** The Contract between the City and ICC Inspections Services, Inc. as attached hereto and incorporated herein by reference as **Exhibit "A"** is hereby approved.

**SECTION 2. Approval of Execution.** The Mayor is hereby authorized to execute the Contract as described in **Exhibit "A"** upon delivery of a signed version by ICC Inspections Services, Inc., 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 on April 1, 2021 at 12:00 midnight.

**SO ORDAINED** by the Council of the City this 1<sup>st</sup> day of March 2021.

**CITY OF LOCUST GROVE, GEORGIA**

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

ATTEST:

\_\_\_\_\_  
MISTY TITSHAW, City Clerk

(Seal)

APPROVED AS TO FORM:

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

**EXHIBIT "A"**

**INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE  
AND ICC INSPECTION SERVICES, INC.**

## **INSPECTION SERVICES AGREEMENT**

This Agreement, entered into and effective as of the 1<sup>st</sup> day of April 2021, by and between the City of Locust Grove, a Georgia Municipal Corporation, hereinafter referred to as “The City”, and ICC Inspection Services, Inc., a private contractor hereinafter referred to as “The Contractor”.

### ***WITNESSETH:***

WHEREAS, The City is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

WHEREAS, the statewide minimum codes are enforceable in the City; and

WHEREAS, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 8, Chapter 2 include the International Building Code as published by the International Code Council (ICC), the International Residential Code for One and Two Family Dwellings (ICC); the National Electric Code (NEC) as published by the National Fire Protection Association, the International Fuel Gas Code (ICC); the International Mechanical Code (ICC); the International Plumbing Code (ICC); the International Fire Code (ICC); the National Fire Protection Association Code (NFPA); the International Energy Conservation Code (ICC); the International Property Maintenance Code (ICC); International Swimming Pool and Spa Code (ICC); The Code for Safety of Life from Fire in Buildings and Structures (National Fire Prevention Association Publication 101); and all current Georgia Amendments thereto as promulgated by the Georgia Department of Community Affairs; and

WHEREAS, in order to enforce said code, the City needs the services of a Building Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

WHEREAS, the City wishes to retain the services of a Building Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

WHEREAS, the City and the Contractor desire by this writing to set forth the terms of this agreement for the Contractor to perform inspections and plan reviews for the City;

NOW, THEREFORE, in consideration of the premises and for other valuable considerations as set forth in this agreement, the parties do hereby agree as follows;

1.

The preamble is incorporated herein as if fully set forth here.

2.

The Contractor shall serve as an independent contractor.

3.

Each employee of the Contractor that performs inspections shall hold such certifications that shall afford him the ability to provide inspections as agreed upon by the City and the Contractor. Further, if the Contractor does not hold such certifications prior to the execution of this agreement, a timetable for the acquisition of said certifications shall be developed and agreed upon by both parties. Noncompliance with this timetable shall be grounds for termination of this agreement.

4.

The Contractor shall be responsible for all costs related to securing the aforementioned certifications, including, but not limited to training classes, seminars, testing, travel, and all other related expenses. Furthermore, the Contractor shall be responsible for the provision of transportation and transportation related expenses necessary for the discharge of the agreement.

5.

The Contractor shall provide the City with the following services:

PLAN REVIEW:

- (A) The Contractor agrees to review all supporting documents submitted for building permits to ensure compliance with the requirements of local and state codes and ordinances. The City agrees to submit complete copies of all supporting documents accompanying applications for building permits to the Contractor. Drawings related to the site work for commercial projects will not be reviewed under this work. The Contractor agrees to submit a written record of the review to the City which will include all code and ordinance violations identified by the Contractor, if any, along with a recommendation of appropriate action to be taken.
- (B) All fees for plan review shall be included in the portion of the building permit fees charged by the City. Said fees will be charged based on the Fee Schedule in Appendix A and paid to the City. No such fees shall be collected by Contractor.

INSPECTIONS:

- (A) The Contractor shall perform on site inspections of footings, back-fills, compaction of all filled areas, buildings, mechanical, electrical, and plumbing work, at the request of the City, to ensure compliance with municipal and state codes and ordinances. The Contractor shall perform all necessary inspections consistent with said code and ordinance requirements. The Contractor agrees to submit a written record to the City as a result of these inspections.
- (B) All inspection requests received by 4:00 PM shall be made on the next business day. Any inspections made on the same business day are permitted based on the judgment of the Contractor.
- (C) All fees for inspections, if any, shall be paid to the City and not collected by Contractor.

PAYMENT OF FEES:

- (A) An amount of money shall be paid to the Contractor, including, but not limited to, Building, Mechanical, Electrical, and Plumbing based on the schedule contained in "Exhibit A" and "Exhibit B". Any re-inspection deemed necessary as a result of a failed inspection shall result in the permittee being assessed a re-inspection fee. The inspection fee is not part of the initial inspection fee. The Contractor shall have no responsibility to seek payment of fees from the permittee. The City's responsibility to pay the Contractor shall not be contingent upon the City collecting same from the permittee.
- (B) All requests for payment by Contractor shall be accomplished through the provision of an invoice submitted by the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of each month, or monthly on the first (1<sup>st</sup>) day of the month following the inspection period.
- (C) The parties agree that all payments by permittees for permits and inspections shall be made directly to the City, and that the City shall disburse funds to the Contractor in accordance with this agreement.
- (D) No other expenses or allowances are anticipated or allowed except those covered in this agreement.

INSURANCE:

- (A) The Contractor and its subcontractors shall procure and maintain, at their sole expense, during the term of this agreement, liability insurance as hereinafter specified; and name the City as a certificate holder;
- (B) General liability and property damage insurance, including vehicle coverage issued to Contractor and protecting same from all claims for personal injury, including death, and all claims for destruction of property, arising out of or in connection with any operations under this agreement, whether such operations be by the Contractor, Contractor's employee, or any subcontractor employed by the Contractor, Insurance shall be written

with a limit of \$1,000,000.00 for all damages arising out of bodily injury, including death, at anytime resulting therefrom, sustained by any one person in one any one accident, and a limit of not less than \$2,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident, and a limit of liability of \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

- (C) Only to the extent required by law, Worker's Compensation Insurance for all of the employees of the Contractor shall be provided by the Contractor.
- (D) The Contractor shall provide evidence satisfactory to the City that the Contractor has an errors and omissions policy in the face amount of at least \$1,000,000.00 which covers any errors or omissions in any work performed by the Contractor.
- (E) Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of any work.

TERM OF CONTRACT:

- (A) This agreement shall extend for a period of twelve months and shall be renewed automatically unless written notice to cancel is provided by one party to the other not less than sixty (60) days prior to the anniversary date unless otherwise specified below.
- (B) Should the City determine that a reduction in permit fees is necessary, said reduction shall not become effective until the Contractor receives at least ninety (90) days notice prior to said permit fee reduction;
- (C) It is the intent of the parties that this Agreement commences on the date it is executed by both parties, unless otherwise provided. Pursuant to O.C.G.A. § 36-60-13, the parties agree that it shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided for herein. Renewal



shall be automatic for successive one-year terms not to exceed a total of two successive one (1) year terms after the first year employment pursuant to this Agreement, unless it is terminated by either party in the manner provided for herein. The total obligation of the City under this Agreement for the calendar year of execution, and for each calendar year, shall be as set forth in this Agreement, as amended. To the extent this Agreement contemplates a transfer of supplies, materials, equipment, or other personal property by Contractor to City, the parties agree that title shall remain in Contractor until fully paid for by City. Notwithstanding any other provision, this Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds of the City are no longer available to satisfy the City's obligations under this Agreement

- (D) The Contractor or City may submit written request, at any time, to the other party, for renegotiating the fee structure as set forth by "Exhibit A" and "Exhibit B" of this agreement. The City and the Contractor understand that a change in percentage of payment of fees is the only alternative which would result in a change in compensation to the Contractor.
- (E) The City reserves the right to re-negotiate the terms of this contract upon the hiring of a building inspector by the City.
- (F) The City reserves the right to terminate this contract without cause upon giving the contractor sixty (60) days written notice.

#### INDEMNIFICATION AND RELEASE

City assumes no liability whatsoever for any acts or omissions arising from Contractor's performance of its obligations under this agreement. Contractor agrees to fully indemnify and defend City, through liability insurance or participation in an inter-local risk management agency or otherwise, against any tort, professional liability, claim, demand, or other legal obligation, arising out of an alleged act or omission occurring in the performance of Contractor's duties under this agreement. City or its insurer may litigate, compromise, or settle any such claim or suit

and pay the amount of any settlement or judgment rendered thereon, without the Contractor's consent. Further Contractor fully and completely releases City from any and all liability, claims or demands or other legal obligations which arise from a third-party claim brought against either or both parties to this agreement for and alleged act or omission occurring in the performance of Contractor's duties contemplated under this agreement.

#### **MISCELLANEOUS PROVISIONS**

- (A) The text herein shall constitute the entire Agreement between the parties. This writing shall constitute the full understanding and agreement of the parties and supercede any prior negotiation, term or agreement.
- (B) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Contractor.
- (C) If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (D) This Agreement and any amendments hereto shall be interpreted, construed and enforced in accordance with the law of Georgia. Further, to the extent any provision of this Agreement conflicts with the Charter or any Ordinances of the City, the Charter or Ordinances shall control.
- (E) Any amendment or modification hereto, to be enforceable, shall be in writing and executed by the proper parties. A copy of this agreement and any future modifications thereto shall be spread upon the Official Minutes of the City of Locust Grove.
- (F) In the event any dispute arises concerning performance or nonperformance hereunder, or if any party employs an attorney at law to enforce any of the other terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses actually incurred, including reasonable attorneys' fees. Contractor waives any objection to jurisdiction or venue being exercised by, or present in, Superior, State, or Magistrate

courts in Henry County, Georgia, or the federal district court of the Northern District of Georgia. City shall also have the exclusive right, but not the obligation, to require that disputes hereunder be submitted to binding arbitration.

- (G) All rights, powers and privileges conferred hereunder upon City hereto shall be cumulative but not restrictive to those given by law.
- (H) City as used in this Agreement shall include the City of Locust Grove, Georgia, its representatives, assigns and successors. Contractor shall include ICC Inspection Services, Inc., its representatives, assigns and successors. References to individuals or corporate entities shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. For purposes of this Agreement, references to the City Council shall be deemed to include the Mayor, when the Mayor is authorized to vote or otherwise participate in the deliberative process under state law, the City Charter, or the City Code of Ordinances.
- (I) The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement.
- (J) Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The parties expressly stipulate that there are no third-party beneficiaries to this Agreement.
- (K) In all instances where Contractor is required by the terms and provisions of this Agreement to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.
- (L) This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.
- (M) Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to

executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

- (N) Each person executing or attesting this Agreement warrants and represents that he or she has been afforded an adequate opportunity to read this Agreement, and that all of the information contained herein is true and accurate to the best of his or her knowledge. In the event any material information concerning the parties, including but not limited to names, addresses, telephone numbers, or corporate responsibilities changes during the term of the Agreement, the party so affected by the change agrees to promptly notify the other party of the new correct information in writing to facilitate performance hereunder.
- (O) No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default or other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
- (P) Captions, the description headings of the separate articles, sections, and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- (Q) Consistent with this Agreement, Contractor agrees to abide by the official rules and regulations adopted by the City, and to act at all times in accordance with the city's personnel policies and procedures.

## NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

City: City of Locust Grove  
P. O. Box 900  
Locust Grove, Georgia 30248

Attention: Mayor and City Council  
Tim Young, City Manager

with a copy to:

Smith, Welch, Webb & White  
2200 Keys Ferry Court  
P. O. Box 10  
McDonough, Georgia 30253

Attention: Andrew J. (Andy) Welch, III, City Attorney

Contractor:

ICC Inspection Services  
105 Rocky Branch Drive  
McDonough, GA 30252

Attention: Ronnie Glaze

Each party agrees to notify the other of any change in current address.

In the event Contractor leaves or abandons the address set forth above or previously provided to City, Contractor agrees that the Georgia Secretary of State is authorized to act as its agent for service of process or any notices contemplated herein. Contractor expressly waives any right to personal service or the right to challenge the existence of jurisdiction or validity of any judgment entered upon default which has followed service pursuant to this Section.

IN WITNESS WHEREOF, The City and Contractor have caused this agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duty authorized offices, all as of the date first written above.

CITY OF LOCUST GROVE

(SEAL)

By: \_\_\_\_\_  
Robert S. Price, Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

ICC INSPECTION SERVICES, INC.

(SEAL)

By:

\_\_\_\_\_  
Ronnie Glaze, Its managing partner

ATTEST:

\_\_\_\_\_  
PRINT NAME BELOW

**“Exhibit A”**

1. The City shall pay to the Contractor a fee in an amount equal to \$3,333.33 twice-monthly payments (\$80,000 annually) which shall be inclusive of any and all fees associated with residential plan reviews, residential inspections, residential meetings, transportation and phone consultations.
2. The City shall pay the Contractor a fee of \$48.50 per hour for commercial inspections (including Change in Tenancy inspections), commercial plan reviews, and commercial meetings up to a maximum amount per bi-monthly billing cycle of \$1,400 (\$2,800 monthly).
3. The City and Contractor agree to meet in November of each calendar year to make recommendations to the City Council for adjustments to this annual sum.

**“Exhibit B”**

1. For unsafe building abatement inspections, a fee of \$100 shall be accrued, plus any additional work for court costs and reports at a fee of \$48.50 per billable hour, as applicable.





## Community Development Department

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

# Item Coversheet

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**Item:**           **APPROVAL OF AN ORDINANCE TO RENEW THE CITY'S SERVICE CONTRACT WITH WHITLEY ENGINEERING, INC. (Mark Whitley) FOR EROSION CONTROL PLAN REVIEW AND INSPECTIONS.**

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

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

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

**Advertised Date:**           **N/A**

**Budget Item:**               **Yes**

**Date Received:**           **N/A**

**Workshop Date:**           **February 22, 2021**

**Regular Meeting Date:**   **March 1, 2021**

### **Discussion:**

---

Renewal of a service contract with Mark Whitley of Whitley Engineering, Inc. to continue performing erosion and sedimentation plan reviews and inspections as well as assisting the City with mandatory reporting and the MS4 program.

### **Recommendation:**

---

**Staff recommends approval of the ordinance**

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

**AN ORDINANCE TO APPROVE AN INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE AND WHITLEY ENGINEERING, INC. PROVIDING FOR PROFESSIONAL ENGINEERING SERVICES PERTAINING TO EROSION CONTROL PLAN REVIEWS, INSPECTIONS AND REPORTING; 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 agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

**WHEREAS**, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

**WHEREAS**, the statewide minimum codes are enforceable in the City; and

**WHEREAS**, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 12, Chapter 7 include the Georgia Erosion and Sedimentation Act thereto as promulgated by the Georgia Department of Natural Resources; and

**WHEREAS**, in order to enforce said code, the City needs the services of an Erosion and Sedimentation Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

**WHEREAS**, the City wishes to retain the services of a Erosion and Sedimentation Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

**WHEREAS**, the Mayor and City Council have found the approval of this Inspection Services Agreement to be in the best interests of the citizens of the City of Locust Grove.

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

**SECTION 1.** The Contract between the City and Whitley Engineering, Inc. as attached hereto and incorporated herein by reference as **Exhibit "A"** is hereby approved.

**SECTION 2. Approval of Execution.** The Mayor is hereby authorized to execute the Contract as described in **Exhibit "A"** upon delivery of a signed version by Whitley Engineering, Inc., 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 on April 1, 2021 at 12:00 midnight.

**SO ORDAINED** by the Council of the City this 1<sup>st</sup> day of March 2021.

**CITY OF LOCUST GROVE, GEORGIA**

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

ATTEST:

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

APPROVED AS TO FORM:

(Seal)

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

**EXHIBIT "A"**

**INSPECTIONS SERVICES CONTRACT BETWEEN THE CITY OF LOCUST GROVE  
AND WHITLEY ENGINEERING, INC.**

## INSPECTION SERVICES AGREEMENT

This Agreement, entered into and effective as of the 1<sup>st</sup> day of April 2021, by and between the City of Locust Grove, a Georgia Municipal Corporation, hereinafter referred to as “the City”, and Whitley Engineering, Inc., a private contractor hereinafter referred to as “the Contractor”.

### *WITNESSETH:*

WHEREAS, The City is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, O. C. G. A. Title 8, Chapter 2, provides for the enforcement and administration of codes by Municipal Corporations; and

WHEREAS, the statewide minimum codes are enforceable in the City; and

WHEREAS, the statewide minimum codes are enforceable in the City, together with those alternative codes adopted by the City by ordinance. The codes which are enforceable under Title 12, Chapter 7 include the Georgia Erosion and Sedimentation Act thereto as promulgated by the Georgia Department of Natural Resources; and

WHEREAS, in order to enforce said code, the City needs the services of an Erosion and Sedimentation Inspection Service with expertise in code inspections and enforcement pursuant to said codes; and

WHEREAS, the City wishes to retain the services of an Erosion and Sedimentation Inspection Service with expertise and experience in code inspections and enforcement to provide services within the City Limits of the City of Locust Grove; and

WHEREAS, the City and the Contractor desire by this writing to set forth the terms of this agreement for the Contractor to perform inspections and plan reviews for the City;

NOW, THEREFORE, in consideration of the premises and for other valuable considerations as set forth in this agreement, the parties do hereby agree as follows;

1.

The preamble is incorporated herein as if fully set forth here.

2.

The Contractor shall serve as an independent contractor.

3.

Each employee of the Contractor that performs inspections shall hold such certifications that shall afford him the ability to provide inspections as agreed upon by the City and the Contractor. Further, if the Contractor does not hold such certifications prior to the execution of this agreement, a timetable for the acquisition of said certifications shall be developed and agreed upon by both parties. Noncompliance with this timetable shall be grounds for termination of this agreement.

4.

The Contractor shall be responsible for all costs related to securing the aforementioned certifications, including, but not limited to training classes, seminars, testing, travel, and all other related expenses. Furthermore, the Contractor shall be responsible for the provision of transportation and transportation related expenses necessary for the discharge of the agreement.

5.

The Contractor shall provide the City with the following services:

**PLAN REVIEW:**

(A) The Contractor agrees to review all supporting documents submitted for land disturbance permits to insure compliance with the requirements of local and state codes and ordinances. The City agrees to submit complete copies of all supporting documents accompanying applications for land disturbance permits to the Contractor. The

Contractor agrees to submit a written record of the review to the City which will include all code and ordinance violations identified by the Contractor, if any, along with a recommendation of appropriate action to be taken.

- (B) All fees for plan review shall be included in the portion of the building permit fees charged by the City. Said fees will be charged based on the Fee Schedule in Appendix A and paid to the City. No such fees shall be collected by Contractor.

#### INSPECTIONS:

- (A) The Contractor shall perform on-site inspections of all erosion and sedimentation control measures for projects operating under an approved land disturbance permit, at the request of the City, to insure compliance with municipal and state codes and ordinances. The Contractor shall perform all necessary inspections consistent with said code and ordinance requirements. The Contractor agrees to submit a written record to the City as a result of these inspections.
- (B) All inspection requests received by 4:00 PM shall be made on the next business day. Any inspections made on the same business day are permitted based on the judgment of the Contractor.
- (C) All fees for inspections, if any, shall be paid to the City and not collected by Contractor.

#### PAYMENT OF FEES:

- (A) An amount of money shall be paid to the Contractor, including, but not limited to, the schedule contained in "Exhibit A". Any re-inspection deemed necessary as a result of a failed inspection shall result in the permittee being assessed a re-inspection fee. The inspection fee is not part of the initial inspection fee. The Contractor shall have no responsibility to seek payment of fees from the permittee. The City's responsibility to

pay the Contractor shall not be contingent upon the City collecting same from the permittee.

- (B) All requests for payment by Contractor shall be accomplished through the provision of an invoice submitted by the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of each month, or monthly on the first (1<sup>st</sup>) day of the month following the inspection period.
- (C) The parties agree that all payments by permittees for permits and inspections shall be made directly to the City, and that the City shall disburse funds to the Contractor in accordance with this agreement.
- (D) No other expenses or allowances are anticipated or allowed except those covered in this agreement.

INSURANCE:

- (A) The Contractor and its subcontractors shall procure and maintain, at their sole expense, during the term of this agreement, liability insurance as hereinafter specified; and name the City as a certificate holder;
- (B) General liability and property damage insurance, including vehicle coverage issued to Contractor and protecting same from all claims for personal injury, including death, and all claims for destruction of property, arising out of or in connection with any operations under this agreement, whether such operations be by the Contractor, Contractor's employee, or any subcontractor employed by the Contractor, Insurance shall be written with a limit of \$1,000,000.00 for all damages arising out of bodily injury, including death, at anytime resulting therefrom, sustained by any one person in one any one accident, and a limit of not less than \$2,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident, and a limit of liability of \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.



- (C) Only to the extent required by law, Worker's Compensation Insurance for all of the employees of the Contractor shall be provided by the Contractor.
- (D) The Contractor shall provide evidence satisfactory to the City that the Contractor has an errors and omissions policy in the face amount of at least \$1,000,000.00 which covers any errors or omissions in any work performed by the Contractor.
- (E) Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of any work.

**TERM OF CONTRACT:**

- (A) This agreement shall extend for a period of twelve months and shall be renewed automatically unless written notice to cancel is provided by one party to the other not less than sixty (60) days prior to the anniversary date unless otherwise specified below.
- (B) Should the City determine that a reduction in permit fees is necessary, said reduction shall not become effective until the Contractor receives at least ninety (90) days notice prior to said permit fee reduction;
- (C) It is the intent of the parties that this Agreement commences on the date it is executed by both parties, unless otherwise provided. Pursuant to O.C.G.A. § 36-60-13, the parties agree that it shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided for herein. Renewal shall be automatic for successive one-year terms not to exceed a total of two successive one (1) year terms after the first year employment pursuant to this Agreement, unless it is terminated by either party in the manner provided for herein. The total obligation of the City under this Agreement for the calendar year of execution, and for each calendar year, shall be as set forth in this Agreement, as amended. To the extent this Agreement contemplates a transfer of supplies, materials, equipment, or other personal property by Contractor to City, the parties agree that title shall remain in Contractor until fully paid

for by City. Notwithstanding any other provision, this Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds of the City are no longer available to satisfy the City's obligations under this Agreement

(D) The Contractor or City may submit written request, at any time, to the other party, for renegotiating the fee structure as set forth by "Exhibit A" of this agreement. The City and the Contractor understand that a change in percentage of payment of fees is the only alternative which would result in a change in compensation to the Contractor.

(E) The City reserves the right to terminate this contract without cause upon giving the contractor sixty (60) days written notice.

#### **INDEMNIFICATION AND RELEASE**

City assumes no liability whatsoever for any acts or omissions arising from Contractor's performance of its obligations under this agreement. Contractor agrees to fully indemnify and defend City, through liability insurance or participation in an inter-local risk management agency or otherwise, against any tort, professional liability, claim, demand, or other legal obligation, arising out of an alleged act or omission occurring in the performance of Contractor's duties under this agreement. City or its insurer may litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Contractor's consent. Further Contractor fully and completely releases City from any and all liability, claims or demands or other legal obligations which arise from a third party claim brought against either or both parties to this agreement for and alleged act or omission occurring in the performance of Contractor's duties contemplated under this agreement.

#### **MISCELLANEOUS PROVISIONS**

(A) The text herein shall constitute the entire Agreement between the parties. This writing shall constitute the full understanding and agreement of the parties and supercede any prior negotiation, term or agreement. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Contractor.

If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(B) This Agreement and any amendments hereto shall be interpreted, construed and enforced in accordance with the law of Georgia. Further, to the extent any provision of this Agreement conflicts with the Charter or any Ordinances of the City, the Charter or Ordinances shall control.

(C) Any amendment or modification hereto, to be enforceable, shall be in writing and executed by the proper parties. A copy of this agreement and any future modifications thereto shall be spread upon the Official Minutes of the City of Locust Grove.

(D) In the event any dispute arises concerning performance or nonperformance hereunder, or if any party employs an attorney at law to enforce any of the other terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses actually incurred, including reasonable attorneys' fees. Contractor waives any objection to jurisdiction or venue being exercised by, or present in, Superior, State, or Magistrate courts in Henry County, Georgia, or the federal district court of the Northern District of Georgia. City shall also have the exclusive right, but not the obligation, to require that disputes hereunder be submitted to binding arbitration.

(E) All rights, powers and privileges conferred hereunder upon City hereto shall be cumulative but not restrictive to those given by law.

(F) City as used in this Agreement shall include the City of Locust Grove, Georgia, its representatives, assigns and successors. Contractor shall include Whitley Engineering, Inc., its representatives, assigns and successors. References to individuals or corporate entities shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. For purposes of this Agreement, references to

the City Council shall be deemed to include the Mayor, when the Mayor is authorized to vote or otherwise participate in the deliberative process under state law, the City Charter, or the City Code of Ordinances.

- (G) The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement.
- (H) Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The parties expressly stipulate that there are no third-party beneficiaries to this Agreement.
- (I) In all instances where Contractor is required by the terms and provisions of this Agreement to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.
- (J) This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.
- (K) Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.
- (L) Each person executing or attesting this Agreement warrants and represents that he or she has been afforded an adequate opportunity to read this Agreement, and that all of the information contained herein is true and accurate to the best of his or her knowledge. In the event any material information concerning the parties, including but not limited to names, addresses, telephone numbers, or corporate responsibilities changes during the

term of the Agreement, the party so affected by the change agrees to promptly notify the other party of the new correct information in writing to facilitate performance hereunder.

(M) No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default or other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

(N) Captions, the description headings of the separate articles, sections, and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(O) Consistent with this Agreement, Contractor agrees to abide by the official rules and regulations adopted by the City, and to act at all times in accordance with the city's personnel policies and procedures.

## NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

City: City of Locust Grove  
P. O. Box 900  
Locust Grove, Georgia 30248

Attention: Tim Young, City Manager

with a copy to:

Smith, Welch, Webb & White  
2200 Keys Ferry Court  
P. O. Box 10  
McDonough, Georgia 30253

Attention: Andrew J. (Andy) Welch, III, City Attorney

Contractor:

Whitley Engineering, Inc.  
38 East Main Street, N.  
Hampton, Georgia 30228

Attention: Mark G. Whitley, P.E.

Each party agrees to notify the other of any change in current address.

In the event Contractor leaves or abandons the address set forth above or previously provided to City, Contractor agrees that the Georgia Secretary of State is authorized to act as its agent for service of process or any notices contemplated herein. Contractor expressly waives any right to personal service or the right to challenge the existence of jurisdiction or validity of any judgment entered upon default which has followed service pursuant to this Section.

IN WITNESS WHEREOF, The City and Contractor have caused this agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duty authorized offices, all as of the date first written above.

CITY OF LOCUST GROVE

(SEAL)

By: \_\_\_\_\_  
Robert Price, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

WHITLEY ENGINEERING, INC.

(SEAL)

By:

\_\_\_\_\_  
Mark G. Whitley, Its managing partner

ATTEST:

\_\_\_\_\_  
PRINT NAME

## “Exhibit A”

1. The Contractor agrees to perform the following services for the City:
  - Erosion and Sedimentation plan reviews and plan approvals for residential and commercial/industrial projects.
  - Assist the City with the issuance of land disturbance permits, including attendance at pre-construction meetings.
  - Provide erosion control inspections for all active sites.
  - Provide written reports to the City and project managers pertaining to site inspections.
  - Issue written warning, stop work orders, and citations as needed
  - Submit proper documentation to the City and other pertinent agencies when needed when enforcement actions are required.
  - Prepare monthly erosion and sedimentation reports.
  - Attend monthly GSWCC meeting on behalf of the City.
  - Prepare annual and semi-annual reports on behalf of the City.
  - Provide technical support and guidance to the City on City projects involving erosion and sedimentation requirements.
  - Provide NPDES monitoring services for the City’s capital improvement and infrastructure projects
  - Assist City staff with MS4 Program and with the preparation of the annual MS4 report.
  
2. The City shall pay to the Contractor the following fees, per month, for the services listed in Item 1 above:
  - a. \$1,800 for inspections and reports
  - b. \$300 for assistance with MS4 program
  
3. The City shall pay to the Contractor the following plan review fees per project type listed below. These fees shall be a one-time fee and include any and all resubmittals.
  - a. \$100 for secondary/tertiary plans
  - b. \$500 for residential subdivisions
  - c. \$300 for commercial projects
  - d. \$400 for industrial projects





## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

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**Item:** Resolution for the I-75 Central Corridor Coalition

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

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

**Date Received:** February 12, 2021

**Workshop Date:** February 22, 2021

**Regular Meeting Date:** **March 1, 2021**

#### Discussion:

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Attached is a Resolution to Support the I-75 Central Corridor Coalition and it's 501(c)6 body to be a fully active member on the Board along with dues of \$500 annually for a governmental body. This group advocates for integrated planning along the stretch of I-75 between Henry, Spalding, Butts, Lamar, Monroe, Macon-Bibb and Houston counties along with adjacent areas. Primary to this are the projects already planned along the corridor (Commercial Vehicle Lanes, Bethlehem Road), but also items such as passenger rail, which many have advocated for years along the corridor (Macon-Griffin-Atlanta, Chattanooga-Savannah). Our continued support is being sought in the effort in getting grant money for additional planning along the corridor between the three (3) Metropolitan Planning Organizations (ARC, Macon-Bibb, Warner Robbins) along with GDOT in rural areas.

#### Recommendation:

---

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

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

**A RESOLUTION OF THE CITY OF LOCUST GROVE TO SUPPORT THE CONTINUED MEMBERSHIP IN THE I-75 CENTRAL CORRIDOR COALITION, INC. FOR THE 2021 CALENDAR YEAR; TO SUPPORT THE INITIATIVE FOR INNOVATIVE SMART GROWTH PLANNING ALONG THE INTERSTATE 75 CORRIDOR; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

**THIS RESOLUTION** adopted this 1<sup>st</sup> day of March, 2021.

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ROBERT S. PRICE, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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