



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

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

## Item Coversheet

---

**Item:** 2021-2022 Memorandum of Understanding with GA Department of Community Affairs for Main Street Program

**Action Item:**  Yes  No  
**Public Hearing Item:**  Yes  No  
**Executive Session Item:**  Yes  No  
**Advertised Date:** NA  
**Budget Item:** NA  
**Date Received:** May 10, 2021  
**Workshop Date:** May 17, 2021  
**Regular Meeting Date:** June 7, 2021

### Discussion:

---

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

### Recommendation:

---

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

---

**ROBERT S. PRICE, Mayor**

**ATTEST:**

---

**MISTY SPURLING, City Clerk**

(seal)

**APPROVED AS TO FORM:**

---

**CITY ATTORNEY**

**EXHIBIT A**





# 2021-2022 Classic Main Street MOU Memorandum of Understanding

5/3/2021

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

Please email [Elizabeth.Elliott@dca.ga.gov](mailto:Elizabeth.Elliott@dca.ga.gov) with any questions.



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

## GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

### 2021 -2022 Program Year

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

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

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

#### ARTICLE 1: THE COMMUNITY AGREES TO—

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

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

**ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—**

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

**ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—**

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

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

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

ARTICLE 4: DCA AGREES TO—

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

ARTICLE 5: ALL PARTIES AGREE THAT—

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



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

###

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

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

LOCAL GOVERNMENT (COMMUNITY): Locust Grove



Authorized City Representative (ACR) Signature

05/03/2021

Date

Tim Young

ACR Name Printed

City Manager

ACR Title

---

**MAIN STREET BOARD OF DIRECTORS**



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

Board Chair Signature

05/07/2021

Date

Ken Dickey

Board Chair Printed Name

1/6/2024

Date Term Expires

---

**DOWNTOWN MANAGER**

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Printed Name

\_\_\_\_\_  
Date Hired

Please check here if this position is vacant.

---

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



\_\_\_\_\_  
ODD Director's Signature

05/03/2021

Date

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

Phone: 404-679-4859  
Email: [Jessica.reynolds@dca.ga.gov](mailto:Jessica.reynolds@dca.ga.gov)



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

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

## Item Coversheet

**Item:** Ordinance to Add Newly Created Position to the Police Department

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Incremental – General Fund/Dept. 3230 – Public Safety

**Date Received:** May 12, 2021

**Workshop Date:** May 17, 2021

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

### Discussion:

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

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

Ordinance with Attachments:

- Job Description with Organization Chart
- City of Locust Grove Pay Plan

### Recommendation:

**RECOMMEND APPROVAL OF THE ORDINANCE CREATING A NEW JOB DESCRIPTION AND POSITION OF PROFESSIONAL STANDARDS IN THE POLICE DEPARTMENT AND FUNDING THE POSITION THROUGH EXISTING BUDGETED FUNDING AT THE POSITION SHOWN IN THE REVISED PAY PLAN.**

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

**AN ORDINANCE TO AMEND THE CITY OF LOCUST GROVE PERSONNEL POLICY; TO AMEND NO. 701 ENTITLED "THE PAY PLAN"; TO PROVIDE FOR A NEW POSITION ENTITLED "PROFESSIONAL STANDARDS SPECIALIST"; TO PROVIDE FOR CERTAIN REVISIONS TO THE PAY PLAN TO REFLECT ANY NEW AND ADJUSTED POSITIONS; TO PROVIDE FOR CODIFICATION IN THE CITY OF LOCUST GROVE PERSONNEL POLICY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Locust Grove, Georgia ("City") approved a Fiscal Year 2019 Operating and Capital Budget authorizing the expenditure for certain departments throughout the City and other operating and capital funds; and,

**WHEREAS**, in accordance with Section 3.50 of the City Charter, the City Manager has reviewed the budget for consideration of an additional position in the Police Department along with other Level additions within the Pay Plan; and,

**WHEREAS**, the Pay Plan per Section 701 of the Personnel Policy, as shown in **Exhibit "A"**; must reflect certain classification of the designated new/idle positions,

**WHEREAS**, pursuant to the Section 3.51 of the charter of the City of Locust Grove, Georgia, the Mayor and City Council hereby amend the Job Classification Manual and the Pay Plan to provide for these additional positions and pay classifications.

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

**SECTION 1.** **Addition of New Position of Professional Standards Specialist.** The City of Locust Grove Personnel Job Descriptions are hereby amended to reflect the addition of the title of *Professional Standards Specialist* in the Police Department as attached as **Exhibit "A"** incorporated herein.

**SECTION 2.** **Amendment of The Pay Plan No. 701.** The City of Locust Grove Personnel Policy is hereby amended by deleting the prior Pay Plan in lieu of the amended Pay Plan No. 701 as attached as **Exhibit "B"** incorporated herein.

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

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

**SECTION 5.**

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of

this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of this Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 6. REPEAL OF CONFLICTING PROVISION**

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

**SECTION 7. Effective Date.** This ordinance shall become effective immediately as adopted by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 7<sup>th</sup> day of June, 2021

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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

**EXHIBIT "A"**

**JOB DESCRIPTION FOR PROFESSIONAL STANDARDS SPECIALIST POSITION**

# **Police Department**

## **Professional Standards Specialist**

**Job Title: Professional Standards Specialist**

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

**Major Duties:**

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

**Knowledge Required by the Position:**

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

**Guidelines:**

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

**Complexity:**

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

**Work Environment:**

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



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

**Physical Demands:**

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

**Minimum Qualifications:**

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

**Supervisory and Management Responsibility:**

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

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

**Supervisory and Management Responsibility:**

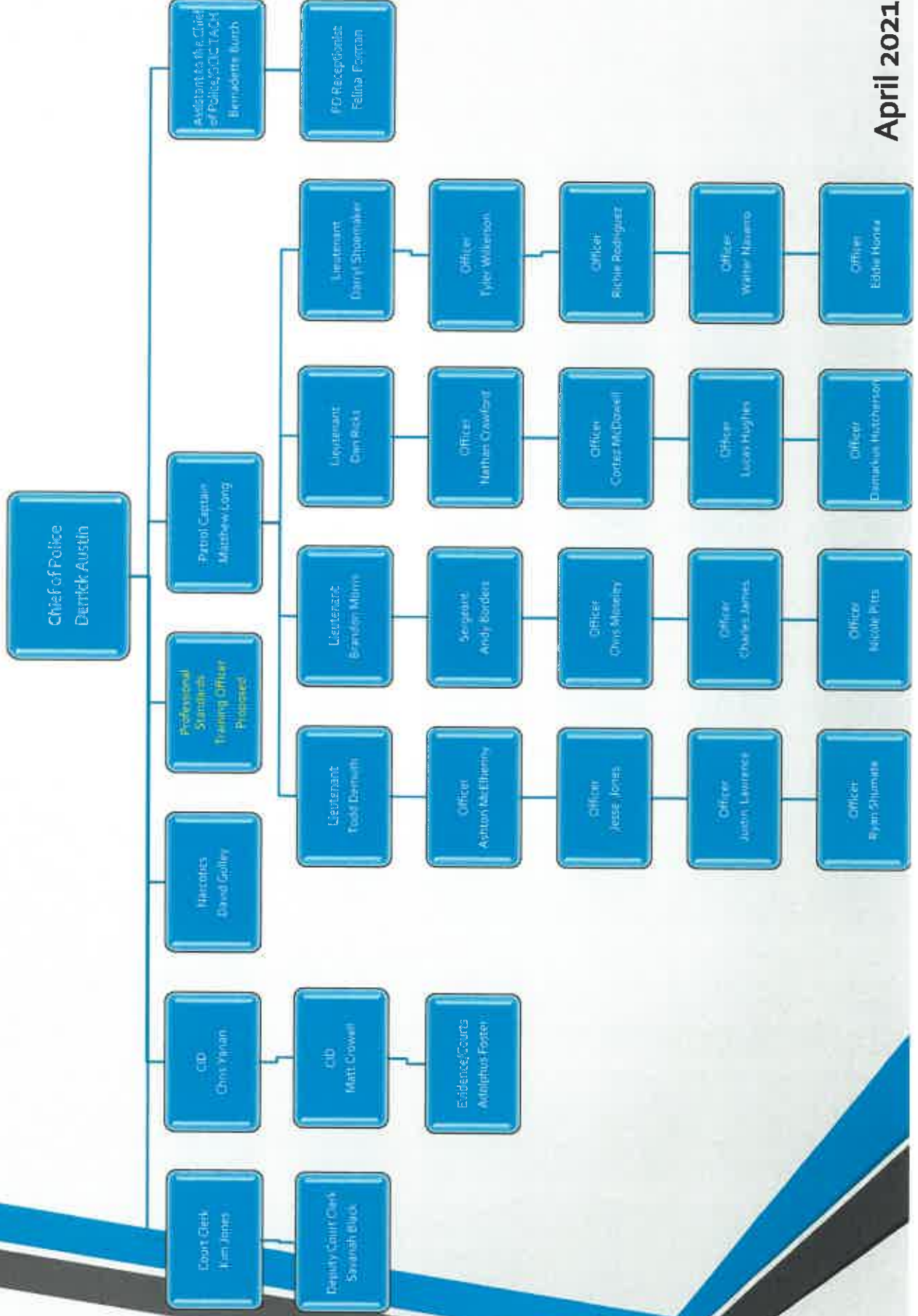
None. This position works under the direct supervision of the Chief of Police.

**Pay Grade:**

Professional Standards Specialist I    Grade 64

Professional Standards Specialist II    Grade 66

# Locust Grove Police Department



**EXHIBIT "B"**

**AMENDMENT TO PAY PLAN (SECTION 701 OF PERSONNEL POLICY) TO  
PROVIDE FOR CERTAIN NEW JOB POSITION WITHIN THE PAY PLAN SCALE**

The Pay Plan No. 701 of Personnel Policy		Year 2021 - Additional Position(s)					
Grade	Position	Beginning	Top Out	INC25%	Midpoint	INC75%	P/Hour
50	Part Time Seasonal Maintenance (inactive)	\$ 24,892.38	N/A	N/A	N/A	N/A	\$ 11.97
51	Administration/Comm. Dev. Intern (PT - Inactive)	\$ 26,137.12	\$ 39,718.18	\$ 29,532.39	\$ 32,927.65	\$ 36,322.92	\$ 12.57
52	Maintenance Worker I Facilities Maintenance Technician I (inactive) Stormwater Maintenance Technician I CSR/Receptionist (PT/FT) Admin Main Street Administrative Asst (PT/FT)	\$ 29,090.01	\$ 41,704.85	\$ 32,243.72	\$ 35,397.43	\$ 38,551.14	\$ 13.99
53	Administrative Assistant I Administrative Assistant I (Police/Public Safety) Facilities Maintenance Technician II (inactive) Business/Alcohol License Clerk I Maintenance Worker II Stormwater Maintenance Technician II Permit Coordinator I Utility Billing Clerk I	\$ 30,544.51	\$ 43,790.47	\$ 33,856.00	\$ 37,167.49	\$ 40,478.98	\$ 14.68
54	Facilities Maintenance Supervisor (inactive) Water Meter Maintenance Technician I	\$ 32,071.73	\$ 45,978.85	\$ 35,548.51	\$ 39,025.29	\$ 42,502.07	\$ 15.42
55	Water/ Sewer Operator Trainee (provisional) Stormwater Maintenance Technician III Maintenance Worker III Assistant Municipal Court Clerk I	\$ 32,405.17	\$ 48,277.61	\$ 36,373.28	\$ 40,341.39	\$ 44,309.50	\$ 15.58
56	Administrative Assistant II Permit Coordinator II Utility Billing Clerk II Business/Alcohol License Clerk II Heavy Equipment Operator I	\$ 34,026.08	\$ 50,692.44	\$ 38,192.67	\$ 42,359.26	\$ 46,525.85	\$ 16.36

The Pay Plan No. 701 of Personnel Policy		Year 2021 - Additional Position(s)					
Grade	Position	Beginning	Top Out	INC25%	Midpoint	INC75%	P/Hour
	Maintenance Crew Leader I						
	Water Meter Maintenance Technician II						
	Assistant Municipal Court Clerk II						
	Water/ Sewer Operator Trainee (confirmed)						
57	Accounts Payable Clerk I	\$ 35,727.45	\$ 53,227.15	\$ 40,102.37	\$ 44,477.30	\$ 48,852.23	\$ 17.18
	Municipal Court/Police Records Clerk I						
	Court Bailiff (uncertified)/PT						
58	Maintenance Crew Leader II	\$ 37,514.38	\$ 55,889.37	\$ 42,108.13	\$ 46,701.88	\$ 51,295.62	\$ 18.04
	Water/Sewer Operator III						
	Water Meter Maintenance Technician III						
	Heavy Equipment Operator II						
	Utility Billing Clerk III						
	Administrative Assistant III						
	Business/Alcohol License Clerk III						
	Permit Coordinator III						
	Accounts Payable Clerk II						
	Police Officer (In Training - Uncertified)						
59	Planning Technician (Comm. Dev. - FT) I	\$ 39,390.74	\$ 58,684.79	\$ 44,214.25	\$ 49,037.77	\$ 53,861.28	\$ 18.94
	Executive Administrative Assistant I						
	Assistant City Clerk I (non certified)						
	Municipal Court/Police Records Clerk II						
inactive	Mechanic I						
	Accounts Payable Clerk III						
60	Building Inspector I (residential)	\$ 41,360.35	\$ 61,619.12	\$ 46,425.04	\$ 51,489.74	\$ 56,554.43	\$ 19.88
	Water/Sewer Operator II						
	Code Enforcement Officer (uncertified)						
	Maintenance Crew Leader III						

The Pay Plan No. 701 of Personnel Policy		Year 2021 - Additional Position(s)						
Grade	Position	Beginning	Top Out	INC25%	Midpoint	INC75%	P/Hour	
	Planning Technician (Comm. Dev. - FT) II							
	Executive Administrative Assistant II							
	Assistant City Clerk II (non certified)							
	Municipal Court/Police Records Clerk III							
	Mechanic II							
61	Fleet Manager (inactive)	\$ 43,428.30	\$ 64,699.98	\$ 48,746.22	\$ 54,064.14	\$ 59,382.06	\$ 20.88	
	Police Officer I						\$ 19.88	
	Water/Sewer Operator I							
	Bailiff (P.O.S.T. Certified)							
	Code Enforcement Officer (POST certification)							
62	Building Inspector II (Residential/Commercial)	\$ 45,375.09	\$ 67,934.98	\$ 51,015.06	\$ 56,655.04	\$ 62,295.01	\$ 21.81	
inactive	Corporal I						\$ 20.78	
	Public Works Manager							
	Assistant City Clerk II (certified)							
	Police Officer II							
inactive	Development Inspector (Storm/Erosion/Plans)							
	Utility Billing Manager I							
inactive	Purchasing Manager I (HS/AD 3/5 Years exp)							
inactive	Accounting Specialist I							
inactive	Planner I - no interest/study in future for need							
63	Investigator I	\$ 47,879.69	\$ 71,331.73	\$ 53,742.70	\$ 59,605.71	\$ 65,468.72	\$ 23.02	
inactive	Corporal II							
	Police Officer III						\$ 21.92	
	Human Resources Specialist (2-5 Years)							
	City Clerk - (uncertified - HS/BA 2 - 5 years)							
64	GIS Coordinator/Stormwater Specialist	\$ 50,273.69	\$ 74,898.32	\$ 56,429.85	\$ 62,586.01	\$ 68,742.16	\$ 24.17	
inactive	Corporal III							
	Police Sergeant I						\$ 23.02	

The Pay Plan No. 701 of Personnel Policy		Year 2021 - Additional Position(s)					
Grade	Position	Beginning	Top Out	INC25%	Midpoint	INC75%	P/Hour
	Investigator II						
	Professional Standards Specialist - I (Police)						
	Assistant City Clerk III (post certification)						
	Utility Billing Manager II						
inactive	Purchasing Manager II (BS/BA 3 Years exp)						
inactive	Accounting Specialist II						
65	Planner II (A.I.C.P.)	\$ 52,787.36	\$ 78,643.24	\$ 59,251.33	\$ 65,715.30	\$ 72,179.27	\$ 25.38
	Human Resources Specialist II (5+ Years)						
	Main Street Manager/Economic Development						
66	Police Sergeant II	\$ 55,426.74	\$ 82,575.40	\$ 62,213.90	\$ 69,001.07	\$ 75,788.23	\$ 26.65
	Professional Standards Specialist - II (Police)						
inactive	Purchasing Manager - Certified CPM						\$ 25.38
inactive	Accounting Specialist Certified Financial CVI						
67	Chief Building Official	\$ 58,198.08	\$ 86,704.17	\$ 65,324.60	\$ 72,451.12	\$ 79,577.64	\$ 27.98
	Lieutenant I						\$ 26.65
	Planner III (A.I.C.P. with 3+ years experience)						
68	Asst. Community Development Director	\$ 61,107.97	\$ 91,039.38	\$ 68,590.82	\$ 76,073.67	\$ 83,556.52	\$ 29.38
	Lieutenant II						\$ 27.98
69	Stormwater Utility Manager	\$ 64,163.37	\$ 95,591.34	\$ 72,020.37	\$ 79,877.36	\$ 87,734.35	\$ 30.85
	Public Works Manager - Street Maintenance						
	Public Works Manager - Utilities Distribution						
	City Clerk - (Cert. or Uncert. - BA >5 years)						
70	Water and Wastewater Manager	\$ 67,371.55	\$ 100,370.91	\$ 75,621.39	\$ 83,871.23	\$ 92,121.07	\$ 32.39
	Police Captain						\$ 30.85
71	City Clerk (Certified 5+ Years)	\$ 70,740.13	\$ 105,389.46	\$ 79,402.46	\$ 88,064.79	\$ 96,727.12	\$ 34.01



The Pay Plan No. 701 of Personnel Policy		Year 2021 - Additional Position(s)					
Grade	Position	Beginning	Top Out	INC25%	Midpoint	INC75%	P/Hour
	Police Captain II						
72	Public Works and Facilities Director	\$ 74,277.13	\$ 110,658.93	\$ 83,372.58	\$ 92,468.03	\$ 101,563.48	\$ 35.71
73	Community Development Director	\$ 77,990.99	\$ 116,191.88	\$ 87,541.21	\$ 97,091.43	\$ 106,641.65	\$ 37.50
74	Police Chief Public Safety Director (Inactive)	\$ 81,890.55	\$ 122,001.47	\$ 91,918.28	\$ 101,946.01	\$ 111,973.74	\$ 39.37
75	Human Resources Director (Inactive/Future)	\$ 85,985.06	\$ 128,101.54	\$ 96,514.18	\$ 107,043.30	\$ 117,572.42	\$ 41.34
76	Finance Director (Inactive/Future) Police Chief (over 5 Years) Community Development Director (5+ Years/Cert)	\$ 90,284.32	\$ 134,506.62	\$ 101,339.90	\$ 112,395.47	\$ 123,451.05	\$ 43.41
77	Assistant / Deputy City Manager (Active)	\$ 94,798.52	\$ 141,231.95	\$ 106,406.88	\$ 118,015.24	\$ 129,623.59	\$ 45.58
78	City Manager I Assistant / Deputy City Manager II (over 5 Years)	\$ 99,538.46	\$ 148,293.55	\$ 111,727.23	\$ 123,916.00	\$ 136,104.78	\$ 47.86
79	City Manager II (over 5 Years) Asst./Deputy City Manager III (Certified ICMA/GMA)	\$ 104,515.38	\$ 155,708.23	\$ 117,313.59	\$ 130,111.80	\$ 142,910.02	\$ 50.25
80	City Manager III (Certified ICMA/GMA)	\$ 109,741.15	\$ 163,493.64	\$ 123,179.27	\$ 136,617.40	\$ 150,055.52	\$ 52.76





## Administration Department

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

### Item Coversheet

---

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

**Action Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Budget Item:** **General Fund**

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

**Workshop Date:** **May 17, 2021**  
July 20, 2020

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

### Discussion:

---

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

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

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

The design features of the Veterans' Memorial include:

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

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

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

**Recommendation:**

---

**APPROVAL**

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

**WHEREAS**, the Mayor and City Council reviewed the revised concept plan and location during a Workshop Meeting held on May 17, 2021; and

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

1. **Approval of the final concept plan for the Scatter Garden and Veterans Memorial.** The Mayor and Council of the City of Locust Grove hereby ordains that the concept plan attached hereto attached as **Exhibit A** is approved.
2. **Approval of the location for the Scatter Garden and Veterans Memorial.** The Mayor and Council of the City of Locust Grove hereby ordain that the location for the Scatter Garden and Veterans Memorial hereto attached as **Exhibit B** is approved.

3. **Authorization to proceed with bidding and construction.** The Mayor and Council of the City of Locust Grove hereby ordains that Staff may proceed with construction plans and the solicitation and acceptance of bids to perform the work.
4. **Approval of Execution.** The Mayor is authorized to execute any and all documents which may be necessary to effectuate this Ordinance.
5. **City Clerk.** The City Clerk is authorized to execute, attest to, and seal any other documents which may be necessary to effectuate this Ordinance.
6. **City Manager.** The City Manager or his designee is authorized to carry out the necessary arrangements that are required per this Ordinance.
7. **Severability.** To the extent any portion of this resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Ordinance.
8. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Ordinance.
9. **Effective Date.** This Ordinance shall take effect immediately.

**ORDINANCE adopted this 7<sup>th</sup> day of June, 2021.**

**THE CITY OF LOCUST GROVE, GEORGIA**

**BY:** \_\_\_\_\_  
Robert Price, Mayor

**ATTEST:**

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

[SEAL]

**APPROVED AS TO FORM:**

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

**EXHIBIT A**



**EXHIBIT B**





BILL GARDNER PKWY

CITY HALL

SCATTER  
GARDEN

HC REC





## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

---

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

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** NA

**Date Received:** May 6, 2021

**Workshop Date:** May 17, 2021

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

### Discussion:

---

**Applicant:**

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

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

- Music and entertainment
  - None

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

## Comments:

---

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

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

**Who can buy Consumer Fireworks in Georgia:**

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

**When can you light Consumer Fireworks in Georgia<sup>1</sup>:**

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

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

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

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

**Recommendation:**

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

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



## SPECIAL EVENTS PERMIT APPLICATION

Applicant: <b>David Midgorden</b>	Submission Date: <b>5/8/21</b>
Organization: <b>RAINBOW GIRLS</b>	Event Date(s)*: <b>6/22-7/10/2021</b> <sup>1</sup> 12:04-12:01:21
Type of Event: <b>fireworks</b>	Event Time(s): <sup>1</sup> each day <b>10AM-10PM</b>

**\*Please provide the following information a minimum of thirty (30) days prior to the event date.  
This request will be placed on the next available City Council agenda for a hearing.  
The applicant (or designated representative) must attend this hearing.**

Applicant's local address:	136 Glenn Groves, Hooeville, GA 31013
Applicant's e-mail address:	midgorden@rainbowgirls.com
Location of the Event:	4949 Bill Gardner Pkwy, Locust Grove, GA 30248
Name and telephone number of onsite contact who will be onsite for the duration of the event.	Ann Thompson 404-444-7622
Description of the nature of the special event:	sale of GA legal fireworks
Identify sponsors and/or merchants participating in the event.	TNT Fireworks
Identify types of goods to be sold*, if any <i>*Additional permits may be required</i>	see attachment
Duration of the event (including setup and take down)	6/22-7/10 12/23- 12/31/2021
Description of music/entertainment*: <i>*City's Noise Ordinance prohibits loud music/voices after midnight.</i>	NA

**Additional required information:**

- Written permission from the property owner
- Legible copy of the applicant's driver's license (or other State issued ID)
- If the event is a road race, parade, march, running or cycling along public streets, attach a proposed route for review and approval.
  - List number of police officers/public works staff requested – additional fees may apply
- All fees\* are payable to the City of Locust Grove in the amount of \$150
  - *\*If the event is for a non-profit organization wishing to waive the fees, proof of the organization's non-profit status must be submitted.*
- **FOR PROFIT EVENTS ONLY:** Complete the "Georgia Bureau of Investigation -- Georgia Crime Information Center Consent Form" for a background check.
- **FOR PROFIT EVENTS ONLY:** Complete the attached "E-Verify Affidavit"
- **FOR PROFIT EVENTS ONLY:** Complete the attached "Affidavit Verifying Status for Receipt of Public Benefits"

Signature: David Midgorden Date: 5/8/2021





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

August 26, 2020

To Whom It May Concern,

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

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

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

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

Thank you in advance for your cooperation in this matter and if you have any questions, please contact TNT Fireworks at 256-757-7142 or Walmart Services at 700-925-6276-IVR Prompt Fireworks.

Best Regards,

Kyle Thurman  
Walmart Services

# SAVE Affidavit

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

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

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

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

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

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

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

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

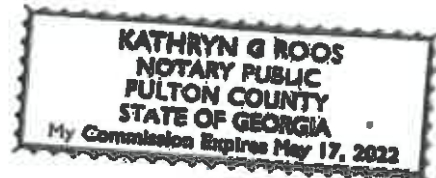
Signature of Applicant

David Midgorden  
Printed Name of Applicant

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

Kathryn G. Roos  
NOTARY PUBLIC

My Commission Expires: 5/17/2022



SAVE Affidavit

E-Verify and Private Employers

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

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

1. Choose ONE of the following:

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

(b) On January 1st of the below signed year the individual, firm, or corporation employed ten (10) or fewer employees.

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

494008 Federal Work Authorization User Identification Number

4-1-12 Date of Authorization

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

Executed on the 6 date of May, 2012, in Alpharetta (city), GA (state)

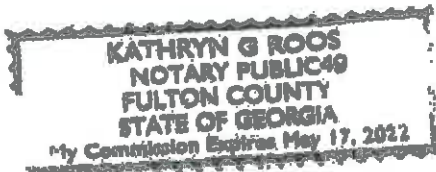
[Signature] Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 6 DAY OF May, 2012.

[Signature] NOTARY PUBLIC

My Commission Expires:





GEORGIA  
DRIVER'S LICENSE

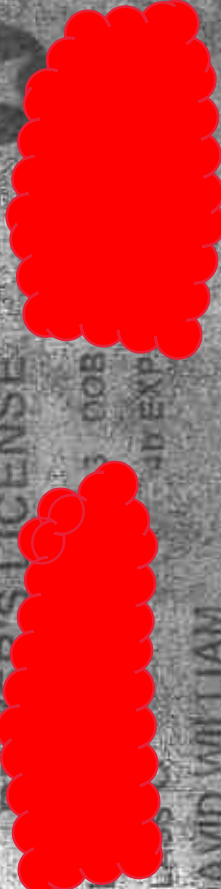
Governor: *B. Perdue*



Commissioner: *Janet E. Nix*

DL 

DRIVER'S LICENSE



4d D *3 00B*  
9 CLASS *AD EXP*

2 DAVID WILLIAM  
1 MIDGORDEN

8 136 GLENN GROOVER RD NE  
MINESVILLE, GA 31313-0903

LONG

12 REST A

13 EMO NONE

4a ISS 10/06/2020

15 SEX M

16 HGT 5-08"

18 EYES BLM

19 WT 205 lb

5-00 432019347310012130

 ORGAN DONOR



**JOHN F. KING**  
COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER

**STATE OF GEORGIA**  
OFFICE OF  
**GEORGIA SAFETY FIRE COMMISSIONER**

License No. **CFB21-000048**

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

**Consumer Fireworks Distribution License**

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

License Holder:  
4511 Helen Drive  
Florence, AL 36630

Store Name:  
#0305  
4920 Bill Gardner Pkwy  
Locket Grove GA 30248

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

Maximum Poundage: 1000 lbs

By:   
\_\_\_\_\_  
CRAG LANDOLT  
INTERIM FIRE MARSHALL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2021

11/4/2020

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

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

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

CONTACT NAME:

PHONE:

FAX (AG, Nat):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

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

INSURER A: Everest Indemnity Insurance Company

10851

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 12284330

REVISION NUMBER: XXXXXXXX

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (IND) (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SIBGL00243-201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (EA accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in 19) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER. APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS REFERENCED.  
 Additional Insured: PGA5709: Property located at parking lot at 4949 Bill Gendror Parkway, Locust Grove, GA 30248; Faith Assembly #12 Inc;  
 Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wholesale Distributor  
 OC TNT FIREWORKS  
 For TNT Use: 779-OC8711  
 Account No

ORDER REVIEW

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

2757915	FGA5709	20 %
Sold To: FAITH ASSEMBLY #12, IORG ANN THOMPSON 127 LONGVIEW RD STOCKBRIDGE GA 30281	Ship To: WAL-MART #5709 4949 BILL GARDNER PKWY LOCUST GROVE GA 30248	

Item No	Description	Selling Price	UOM	Unit Price	Qty Ship	Ext Amt.	Weight
***** ASSORTMENTS *****							
101111A	BIG BANG C J14 1/1	699.99	EA	559.99	3	1,679.98	259.01
101642	INTERCEPTOR TRAY C J07 8/1	64.99	EA	51.99	8	415.94	22.40
101809	BIG TIMER C J09 3/1	189.99	EA	151.99	9	1,367.93	84.00
102047	INDEPENDENCE TRAY C J10 12/1	39.99	EA	31.99	36	1,151.71	84.45
102051	49ER C J10 6/1	64.99	EA	51.99	36	1,871.71	186.00
102053	ALL AMERICAN C J10 4/1	99.99	EA	79.99	40	3,199.68	266.50
102055	PERFECT SHOW C J10 3/1	129.99	EA	103.99	3	311.98	24.25
102128	THE BIG DELUXE C J11 2/1	249.99	EA	199.99	2	399.98	38.60
102203	PYRO PAK BAG C COM J12 24/1	29.99	EA	23.99	48	1,151.62	76.00
102651	TNT SACK PACK NO WHEELS SS J20 24/1	29.99	EA	23.99	24	575.81	27.00
102654	CENTENNIAL C J20 4/1	129.99	EA	103.99	4	415.97	.09
190114C	GRAB BAG SPECIAL FULL C SM 2/1	50.00	EA	40.00	4	160.00	43.82
***** BASE FOUNTAINS *****							
200184	MAD DOG FOUNTAIN 24/1	18.00	EA	7.20	24	172.80	14.00
200915	DELIRIUM J11 4/1	49.99	EA	39.99	4	159.97	10.90
201207	COOL BREEZE 72/1	8.00	EA	3.20	72	230.40	24.00
***** GROUND SPINNERS *****							
290142	GROUND BLOOM FLOWER PK 6 J07 10/12/6	3.50	EA	1.40	120	168.00	14.00
***** NOVELTIES *****							
320536	POP-IT'S TNT 640/50	3.00	BX	.80	720	576.00	39.75
320617	RED SNAPPER SUPER SNAP J18 10/30/20	4.00	EA	3.20	600	1,920.00	59.52
***** SMOKE *****							
351036	SMOKE BALLS ASST'D TNT J07 10/12/6	5.00	BG	2.00	120	240.00	11.00
***** SPARKLERS *****							
380068	MORNING GLORY #10 48/6/5	12.00	IP	.80	288	230.40	16.50
380088	MORNING GLORY #36 48/6	8.00	BG	6.40	48	307.20	13.00
380238	SPARKLER #10 GOLD J09 48/6/5	6.00	EA	4.80	96	460.80	30.80
380245	SPARKLER #20 GOLD J09 48/5	12.00	EA	4.80	48	230.40	18.00
380246	MORNING GLORY #14 30/12/5	2.50	EA	1.00	360	360.00	14.30
380288	SPARKLER #14 NEON PDQ NYP J14 48/5	12.00	EA	4.80	48	230.40	9.05
***** FIRECRACKERS *****							
400130	TNT - PK 12 CRACKER 32/40/12	10.00	IP	.20	1,280	256.00	38.00
400134	TNT - PK 100 CRACKER 8/20/100	4.50	PK	1.80	160	288.00	39.68
400140	TNT - RL 1000 CRACKER 16/1000	19.99	EA	15.99	32	511.74	86.00
400208	FIRECRACKER M-1000 TNT 40/36	12.00	IP	.13	1,440	192.04	25.58
400213	GROUND BLASTER TNT 100/100	7.00	BX	2.80	100	280.00	30.86

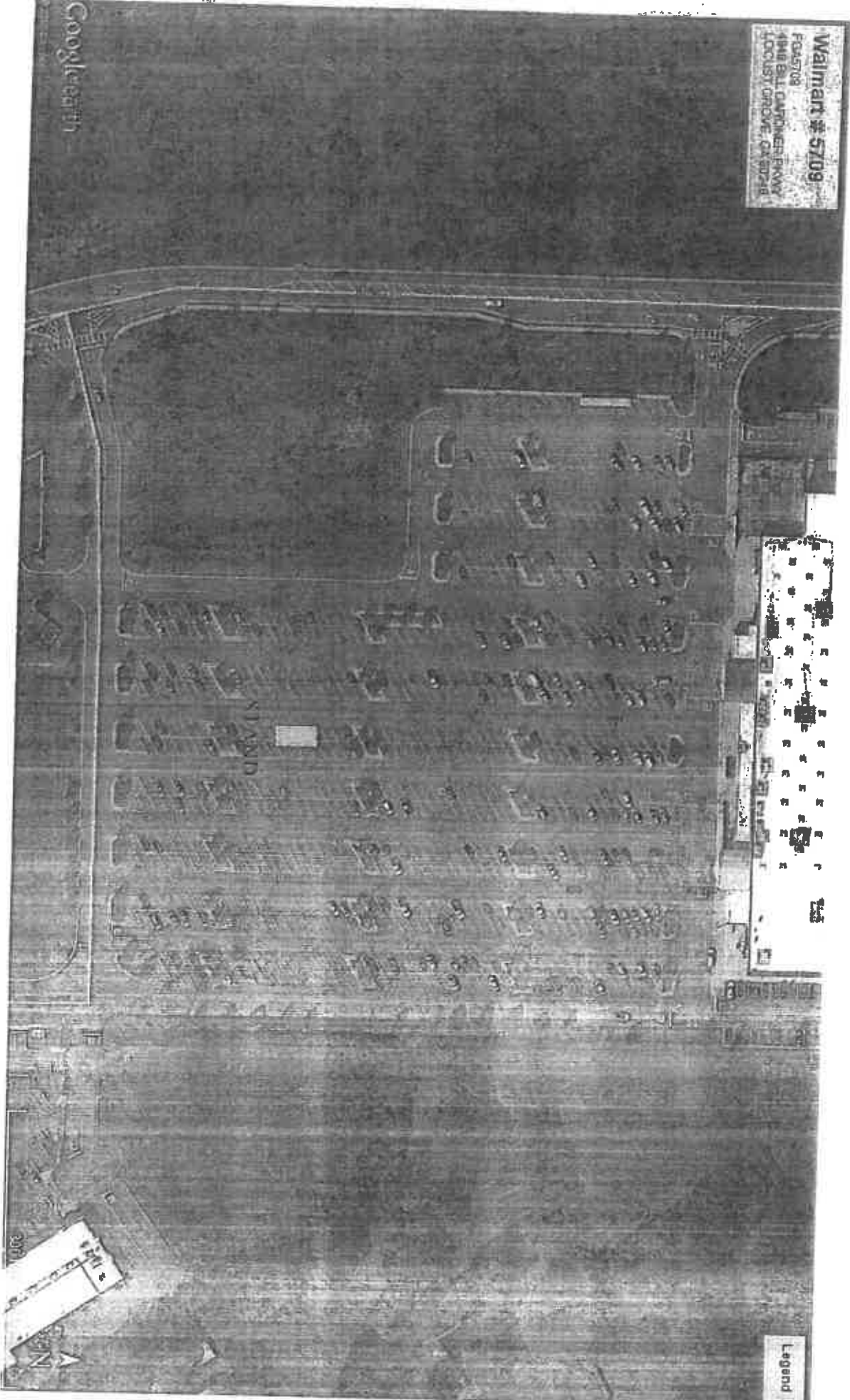
400249	TITANIUM CRACKER PK 100 4/20/100	4.00 PK	3.20	80	256.00	25.40
*****						
		<b>RELOADABLES</b>			*****	
460066	AMERICA RISING 6SH QUAD BREAK 6/6	69.99 EA	55.99	18	1,007.86	66.14
460227	POWER SURGE J09 1/1	349.99 EA	279.99	1	279.99	21.00
460235	AMERICA'S BEST OF THE BEST J09 1/1	399.99 EA	319.99	1	319.99	26.00
460253	AH-SOME J11 12/6	49.99 EA	39.99	24	959.81	84.00
460267	NX LEVEL 3/4/6	129.99 EA	103.99	57	5,927.54	837.76
460273	MINI CANISTER SHELL 24/6	11.99 EA	9.59	24	230.21	13.23
460296	MONSTER 5" CANISTER SHELLS J19 3/4/6	179.99 EA	143.99	6	863.95	88.18
460297	MAD DOG 6" CANISTER SHELLS J19 3/4/6	189.99 EA	151.99	6	911.95	88.18
460298	FESTIVAL BALLS J20 20/6	15.00 EA	12.00	540	6,480.00	648.00
460299	TNT 5" NEON CANISTER J20 6/2/6	94.99 EA	75.99	6	455.95	2.25
460300	6" DOUBLE BARREL CANISTER J21 3/4/6	209.99 EA	167.99	6	1,007.95	.13
460314	MOOD RINGS 6" CANISTER J21 12/6	54.99 EA	43.99	12	527.90	176.37
460318	12 SHOT TNT J21 12/12	39.99 EA	31.99	60	1,919.52	155.00
460319	ARTILLERY SHELL TNT J21 20/6	18.00 EA	14.40	120	1,728.00	156.00
*****						
		<b>MULTI AERIALS</b>			*****	
490282	SATURN MISSILE 25 SHOT 30/4	12.00 IP	2.40	120	288.00	35.27
490529	SUPER MISSILE 300 SHOT 12/1	29.99 EA	23.99	12	287.90	40.79
491380	CORRUPTION J09 2/1	149.99 EA	119.99	2	239.98	26.40
491714	GUARD DUTY 24/1	12.99 EA	10.39	24	249.41	34.00
491775	PINK CHAMPAGNE ON ICE 4/1	119.99 EA	95.99	4	383.97	46.30
491789	WHASSUP 12/1	29.99 EA	23.99	12	287.90	24.00
491816	WORTH THE WAIT 4/1	89.99 EA	71.99	4	287.97	38.00
491821A	VERTICAL FIRE WITH BASE 18/1	16.99 EA	13.59	54	733.97	103.50
491860	ALL GOLD EVERYTHING 4/1	79.99 EA	63.99	4	255.97	31.00
491912	MAD DOG 16SH J18 18/1	30.00 EA	12.00	54	648.00	112.44
491914	JUSTIFY 9SH J18 12/1	24.99 EA	19.99	24	479.81	70.55
491924	WHOA BABY! 12SH J18 8/1	44.99 EA	35.99	8	287.94	37.48
491948	FORCE BLASTER J19 12/1	24.99 EA	19.99	12	239.90	21.16
491959	FREEDOM'S CALLING J19 4/1	180.00 EA	72.00	12	864.00	108.00
491960	PURE HEAT J19 4/1	180.00 EA	72.00	4	288.00	32.63
491962	DADGUM 12/1	18.00 EA	14.40	24	345.60	42.33
493043	TIGER ROLL J20 12/1	23.99 EA	19.19	12	230.30	34.39
493051	OUTLANDER J20 4/1	69.99 EA	55.99	4	223.97	33.51
493059	CENTENNIAL 12 SHOT J20 36/1	14.99 EA	11.99	36	431.71	47.62
493060	CENTENNIAL XL J20 4/1	69.99 EA	55.99	4	223.97	33.51
493072	PHOENIX FLYER J20 4/1	180.00 EA	72.00	8	576.00	78.00
493152	WOWZA! 50SH J21 4/1	180.00 EA	72.00	8	576.00	72.31
493153	RED DEVIL 12SH J21 4/1	59.99 EA	47.99	12	575.90	46.30
*****						
		<b>ROMAN CANDLES</b>			*****	
610040	10 BALL HOT SHOT CRACKLING 24/6	20.00 IP	1.33	144	192.00	31.65
610046	10 BALL TNT MAGICAL ROMAN 36/4	8.00 IP	1.60	288	460.80	54.00
610067	5 BALL TNT ROMAN CANDLE 72/4	10.00 PK	4.00	216	864.00	114.00
610111	ASSORTED 6-PAK CANDLES 24/6	20.00 PK	8.00	24	192.00	30.00
610172	LASER CANDLE 120 SHOT J07 18/1	29.99 EA	23.99	18	431.86	32.35
610190	8 BALL MAGIC COMET CANDLE J18 18/4	21.99 EA	17.59	18	316.66	26.50
610206	PREMIUM ROMAN CANDLE J21 18/4	14.99 PK	11.99	54	647.57	11.90
*****						
		<b>ROCKETS</b>			*****	
640002	MOON TRAVEL BOTTLE ROCKET 25/12/12	12.00 IP	.80	1,200	960.00	68.00

640139	SCREAMING RATTLES 72/12	16.00	IP	.53	864	460.82	28.95	
640498	SKY PARADE J18 16/5	23.99	EA	19.19	16	307.07	37.48	
*****								
				COUNTER CASES	*****			
671004	SAT NOVELTY CASE A 1/1				1			
320195	TNT BLASTS 6PK	3.50	BG	1.40	36	50.40		
320460	5K TNT CRACKLING THUNDER 6FT	10.00	EA	8.00	13	104.00	5.42	
320035	PARTY POPPER 6 PK	2.50	BG	2.00	24	48.00	10.00	
320132	LIGHTNING FLASH BOX OF 6	4.00	BX	1.60	40	64.00	16.67	
320632	MAGIC WHIP J17	5.00	EA	4.00	20	80.00	3.33	
320244	ASST. COLOR SNAKE TNT	5.00	BG	2.00	64	128.00	10.67	
320610	SIR DUMPS A LOT 2-PK J15	5.00	EA	4.00	18	72.00	2.13	
671005	SAT NOVELTY CASE B 1/1				1			
320152	MONSTER TRUCK	8.00	EA	6.40	8	51.20	1.43	
320198	MR. TURTLE	8.00	IP	3.20	15	48.00	1.61	
320223	URBAN ASSAULT VEHICLE	8.00	EA	6.40	12	76.80	5.14	
390014	PUNK JUMBO J07	.10	EA	.08	300	24.00	2.99	
671006B	SAT SMOKE CASE W FUSE J20 1/1				1			
350029	ASSORTED COLOR AMMO SMOKE	8.00	EA	3.20	48	153.60	8.97	
351061	SMOKE GRENADE W/FUSE PDQ J15	6.00	EA	4.80	60	288.00	13.00	
671007B	SAT HELICOPTER CASE VER. 3 J19 1/1				1			
430001	2-COLOR SPACE SHIP TNT	10.00	IP	1.33	30	40.00	3.58	
430054	SPACE FLYER HELICOPTER 6PK	5.00	PK	4.00	12	48.00	1.43	
431079	DRAGONFLY J15	9.99	EA	7.99	5	39.96	1.15	
671009	SAT ROCKET COUNTER CASE 1/1				1			
640071	CLUSTERING BEES ROCKET	8.00	IP	.53	192	102.41	6.64	
640088	FLYING COLOR BUTTERFLIES	8.00	IP	.53	192	102.41	7.84	
640181	WHISTLING PETE ROCKET W/3 RPT	8.00	PK	3.20	32	102.40	1.31	
671012	SAT 2 FOR \$30 MA CASE J19 1/1				1			
491950	STARWORK J19	30.00	EA	12.00	9	108.00	15.87	
491961	FREEDOM BLAST J19	30.00	EA	12.00	9	108.00	15.87	
671015	SAT 2 FOR \$60 MA CASE J20 1/1				2			
493045	ROUND OF APPLAUSE J20	60.00	EA	24.00	8	192.00	33.51	
493046	BLISTERING J20	60.00	EA	24.00	8	192.00	33.51	
671016	SAT 3 FOR \$120 MA CASE J20 1/1				3			
491916	BONE BREAKER 12SH J18	120.00	EA	32.00	6	192.00	28.11	
491970	DIVERSION 11SH J19	120.00	EA	32.00	6	192.00	35.71	
493049	WARRIOR'S TALE J20	120.00	EA	32.00	6	192.00	27.78	
493050	DRAGON'S DUNGEON J20	120.00	EA	32.00	6	192.00	26.46	
671017	SAT 2 FOR \$60 MA CASE 2 J21 1/1				1			
493156	BUCKLE UP 12SH J21	60.00	EA	24.00	4	96.00	13.23	
493157	BERRY BLAST 12SH J21	60.00	EA	24.00	4	96.00	13.23	
*****								
				PROMOTIONAL SUPPLIES	*****			
730058	BAG TNT LARGE - 500 EA 1/1	16.00	CS	16.00	1	16.00	14.20	
ORDER TOTAL					59,431.20	5,939.79	LBS	



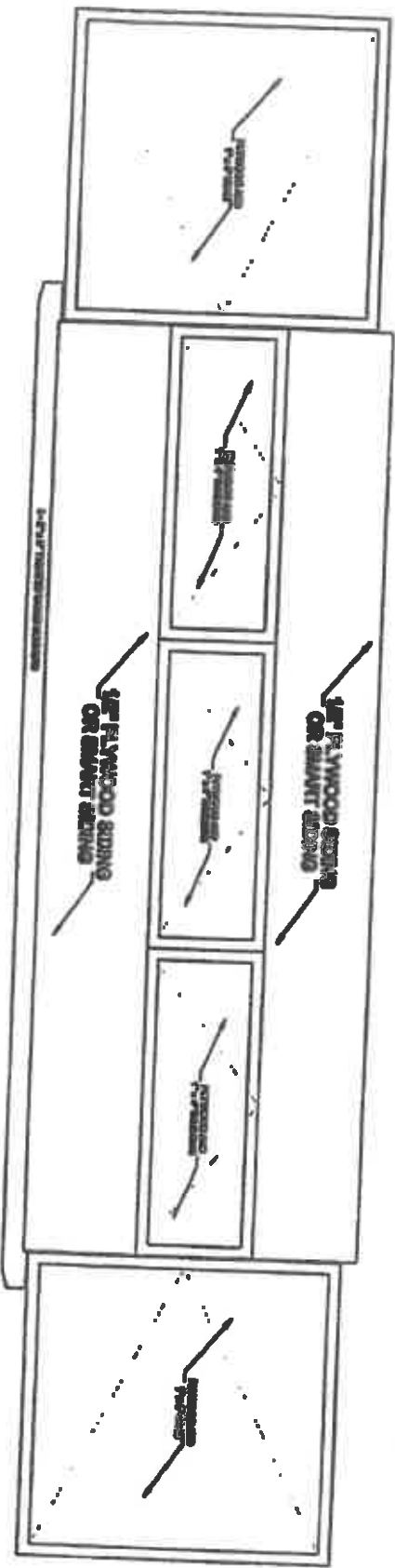
Walmart # 5709  
FGA5709  
1946 BILL DAMONER FARM  
LOCUST GROVE, CA 90238

Google Earth



Legend





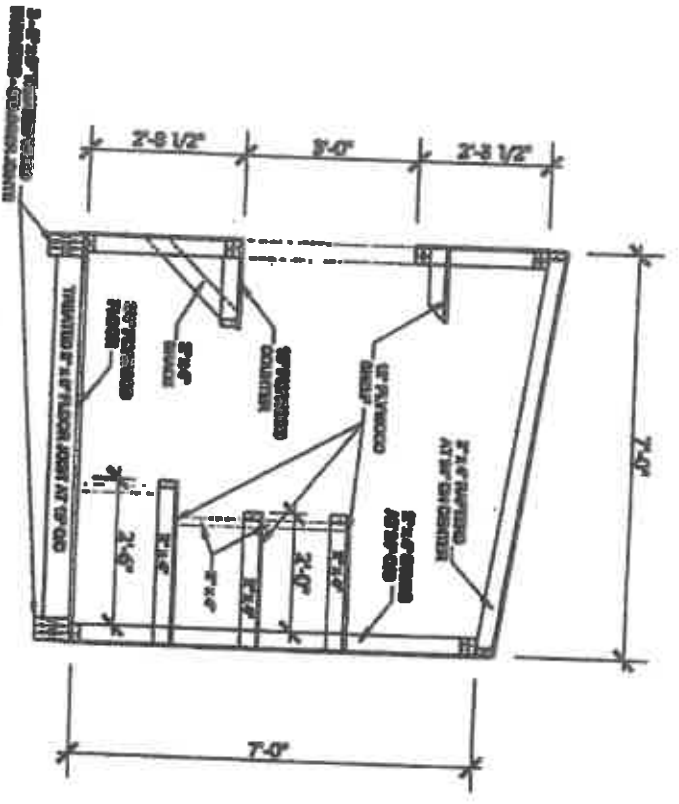
# FRONT ELEVATION

## TNT FIREWORK STAND

THIS DRAWING TO BE USE WITH STAMPED  
DRAWINGS PROVIDED BY ARCHITECT



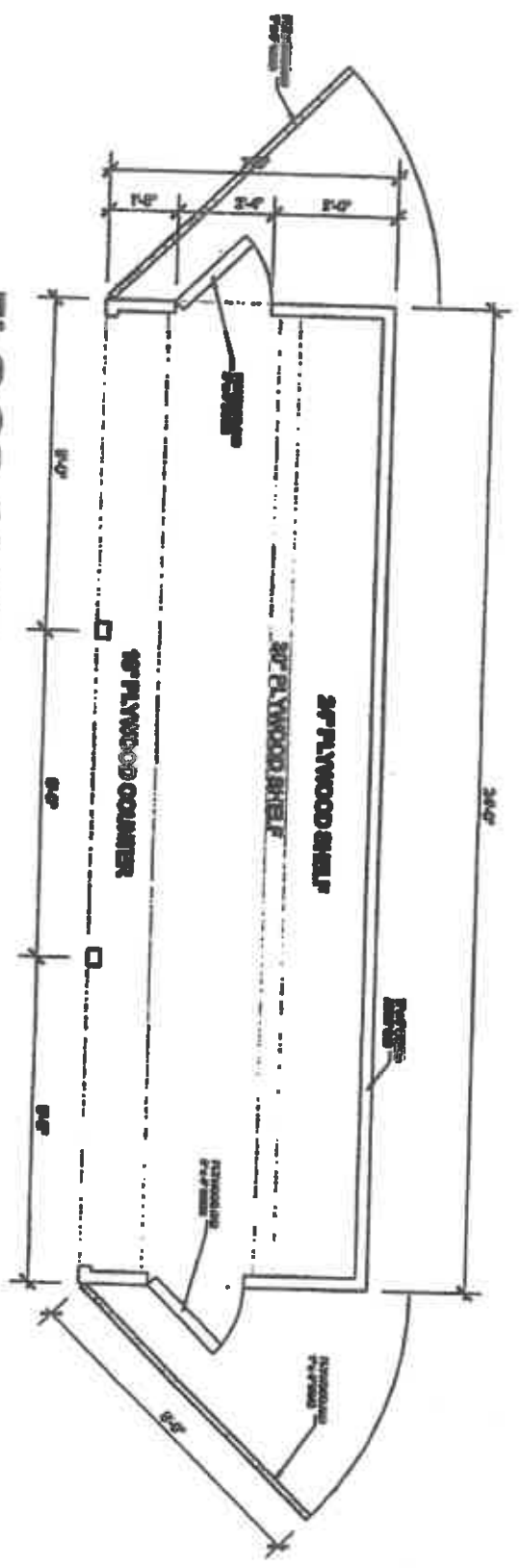




# SECTION

## TNT FIREWORK STAND

THIS DRAWING TO BE USE WITH STAMPED  
DRAWINGS PROVIDED BY ARCHITECT



**FLOOR PLAN**  
**TNT FIREWORK STAND**

**THIS DRAWING TO BE USE WITH STAMPED  
 DRAWINGS PROVIDED BY ARCHITECT**



## Community Development Department

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

### Item Coversheet

---

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

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** No

**Date Received:** April 29, 2021

**Workshop Date:** May 17, 2021

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

#### **Discussion:**

---

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

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

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

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

#### Chapter 15.44 Architectural Review

##### 15.44.050 - Exterior materials standards.

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

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

**Primary:** Brick; natural stone including granite, marble, sandstone, field stone, or any other natural stone approved by the board; manufactured stone including imitation field stone, marble terrazzo, and wood and any other manufactured architectural finish stone approved by the board as a primary siding material.

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

2. All exterior siding material such as aluminum, steel, vinyl, mirrored or reflective glass, cinderblock, unfinished concrete, fiberglass or plastic are prohibited except that architectural fiberglass or plastic can be used to such extent that such material is used as detailing and decorative trim if approved by the board.
3. Fifty percent of the width of the front facade of the building shall consist of fenestration. All fenestration comprised of glass shall be multi-paned in appearance. Single-paned plate glass windows greater than six square feet in surface area without the appearance of being multi-paned shall be prohibited unless approved by the board.
4. All exterior painted surfaces, where visible from the public street shall be painted in earth tones. Colors shall be non-primary colors including darker and cooler shades of green, red, such as brick, yellow including beige, and lighter shades of brown including tan. However, white may be permitted if approved by the board. Corporate graphics, trademarks, corporate logos, corporate service marks and corporate branding items may be permitted by the board to the extent used for decorative trim or for signage as part of the overall exterior features.
5. Roofs on multifamily and commercial or office buildings shall generally consist of a pitch of 7/12 or greater with exception of porches and porticos and be comprised of asphalt, cedar shake, cement tile material. Standing seam metal roofing shall be allowed as approved by the board. Flat roofs shall be permitted in larger commercial

and industrial zoning where rooftop equipment is screened from view by raised parapet walls and shall be consistently flat across the building length with exception of features of fenestration to break up building mass and long, monotonous facades. Flat roofs may be permitted on larger multifamily and office buildings as approved by the board.

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

### **Recommendation:**

**I MOVE TO (approve/deny/table) THE RESOLUTION APPROVING DOLLAR GENERAL ARCHITECTURAL BUILDING ELEVATION SUBMITTED BY DOLLAR GENERAL FOR PROPERTY LOCATED AT THE CORNER OF STANLEY K. TANGER BLVD. AND ELEMENTARY DRIVE WITH THE FOLLOWING CONDITION:**

1. All building exteriors shall be constructed of brick, glass, stone, or any combination thereof.

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

**A RESOLUTION TO APPROVE ARCHITECTURAL PLANS FOR THE PROJECT KNOWN AS DOLLAR GENERAL LOCATED AT THE CORNER OF STANLEY K. TANGER BLVD. AND ELEMENTARY DRIVE IN ACCORDANCE WITH CHAPTER 15.44 OF THE LOCUST GROVE CITY CODE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**W I T N E S S E T H :**

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

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

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

**WHEREAS**, Robert E. Walker, IV Architect of Birmingham, GA submitted color building elevation renderings for a proposed new Dollar General located at the corner of Stanley K. Tanger Blvd. and Elementary Drive attached hereto and made part thereof as **Exhibit "A"**, and;

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

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

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

1. **Finding.** That the Locust Grove Architectural Review Board hereby finds that the Plans submitted by Dollar General appear to meet the requirements of Chapter 15.44 of City of Locust Grove Code.
2. **Conditions.** That the Locust Grove Architectural Review Board finding in Item 1 above is subject to the following conditions:
  - a. **Final Colors.** That final colors and type of materials be reviewed and approved by

the Community Development Director to meet all requirements of Chapter 15.44 of City of Locust Grove Code as "earth tone" in nature.

- b. Material Changes. All building exteriors shall be constructed of brick, glass, stone, or any combination thereof and must be reflected in a revised color rendering submitted to the Community Development Department.
  - c. Extension of Approved Plans. That the approval granted herein may be in effect for a period not to exceed eighteen (18) months from the approval date of this Resolution.
3. **Public Purpose**. The Board finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
  4. **Authority**. That the Board hereby authorizes the City Clerk to affix a stamp of the date of approval on the revised architectural plans in accordance with Section 15.44.060 J, to affix the City Seal if necessary to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
  5. **Severability**. To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
  6. **Repeal of Conflicting Provisions**. All Board resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
  7. **Effective Date**. This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 7<sup>th</sup> day of June, 2021.

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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



**EXHIBIT "A"**

Robert E. Walker, IV  
 Architect  
 2001 FIRST AVE. SOUTH  
 SUITE 100  
 HOUSTON, TEXAS 77002  
 T-281-941-2272  
 F-281-941-2289



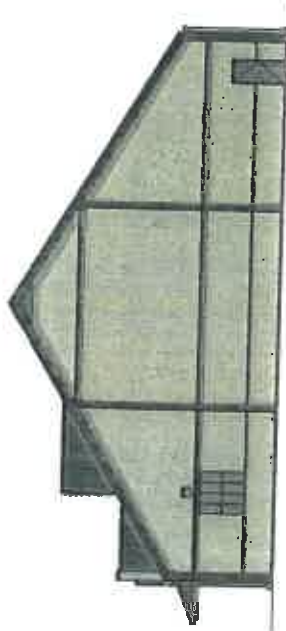
**DOLLAR GENERAL BUILDING**  
 Prestige - Stone Hill  
 Stone Hill  
 DG South Loop - Office  
 - GA

**DESIGNER DEVELOPMENT**

PROJECT NO. 2008.107  
 SHEET: 00/01/001  
**EXTERIOR ELEVATIONS**



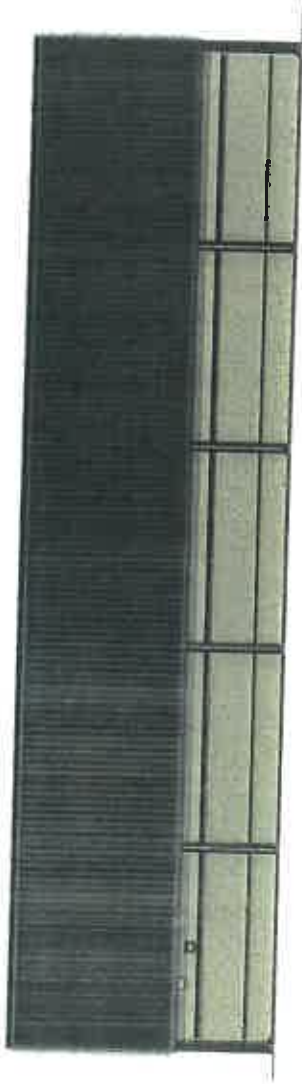
1 FRONT ELEVATION



2 LEFT ELEVATION



3 RIGHT ELEVATION



4 BACK ELEVATION





## Community Development Department

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

### Item Coversheet

---

**Item:**        **A Resolution to award the bid for services associated with the installation of lightning arrestors on City Hall and the Public Safety Building.**

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

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

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

**Budget Item:**            **Development Impact Fees (PSB)  
Renovations to City Hall (City Hall)**

**Date Received:**        **April 22, 2021**

**Workshop Date:**        **NA**

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

#### **Discussion:**

---

Several times over the last few years, both City Hall and the Public Safety Building have been hit by lightning causing several thousands of dollars in damage, primarily to electronic components. The most heavily (and often) damaged areas are the PSB elevator and the phone/internet servers in City Hall.

The City sought estimates from reputable companies to assess both buildings and recommend a comprehensive plan for minimizing the damage caused by lightning strikes. Two companies performed onsite evaluations and provided estimates as shown below:

Vickery Lightning Protection (Dahlonega, GA).....\$78,075  
Atlanta Lightning Protection (Canton, GA).....\$83,110

#### **Recommendation:**

---

**Staff recommends awarding the bid to:**

**Vickery Lightning Protection  
PO Box 2  
Dahlonega, GA 30533**

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

**RESOLUTION TO ACCEPT THE ESTIMATE FOR THE INSTALLATION OF LIGHTNING ARRESTORS AT CITY HALL AND THE PUBLIC SAFETY BUILDING; TO AUTHORIZE THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER TO ENGAGE IN THE NECESSARY STEPS TO EFFECTUATE THIS IMPROVEMENT; TO AUTHORIZE THE CITY ATTORNEY TO REVIEW ANY AND ALL DOCUMENTS RELATED TO THIS IMPROVEMENT PROJECT; TO AUTHORIZE THE CITY CLERK TO ATTEST ANY AND ALL SIGNATURES RELATED TO SAID IMPROVEMENT PROJECT; 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 there is a critical need for lightning protection on certain City buildings to safeguard the operations and functionalities of the administration, police and court services in the City; and

**WHEREAS**, the City sought estimates for the installation of lightning protection on critical facilities in City Hall and the Public Safety Building (the "Project"); and

**WHEREAS**, the lowest responsive bidder is Vickery Lightning Protection of Dahlonega, Georgia whose bid is attached hereto as **Exhibit "A"** and

**WHEREAS**, the low bidder, Vickery Lightning Protection appears to have the necessary financial and technical ability to complete the project; and

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

1. **Acceptance.** The Mayor and the City Council, hereby awards the Project to Vickery Lightning Protection in the amount of \$78,075 as described in the attached **Exhibit "A"**.
2. **Approval of Execution.** The Mayor, City Manager and Assistant City Manager are hereby authorized to execute all necessary documentation to effectuate this Resolution.

3. **Severability**. To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this 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 7<sup>th</sup> day of June, 2021.

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

ATTEST:

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

(seal)

APPROVED AS TO FORM:

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

**EXHIBIT A**

# Vickery Lightning Protection

PO Box 2

Dahlonega, Georgia 30533

Phone: 706-867-4843

Fax: 706-867-0450

# Proposal

Date	Estimate #
4/22/2021	1873

Lightning Protection Institute (LPI) Master Installer/Designer (MID)

Underwriters Laboratory (UL) Master Label Installer

Name / Address
City of Locust Grove - Justice/Admin Ctr 3644 Hwy. 42 South Locust Grove, GA 3248

Job Address
City of Locust Grove - Justice/Admin Ctr 3644 Hwy. 42 South Locust Grove, GA 3248

"Better a year too early.....than a minute too late!!"

Our company is 100% SB.

Web Site	P.O. No.	Terms	Rep	UL: 0302568 LPI: 1493 MID NFPA: 2821298
www.vickerylightning.com		50% Deposit 50% net completed	GV	

Description	Total
Installation of Lightning Protection System to specifications. ✓ Commercial 100% Copper Conventional Defender System. (City Hall Building) ✓ Commercial Combination Defender System using a combination of Copper and Aluminum. (Public Safety Building) ✓ Installation of all copper down leads welded to ground rods ✓ Installation of copper clad grounding rods driven to 10 feet deep. Bonding of gas, plumbing, and electrical services ✓ Single point copper grounding bus bar in comms-control room. (City Hall)	35,300.00 42,775.00
Whole structure surge protection: SPD to meet UL 96-A/1449-3 requirement. (12) Omega Power FDAY12C Frequency Discriminating Surge Protection Device (SPD) UL Listed 1449-3 third edition for 50kA (50,000 amps per leg) for lightning protection. 3 Phase, 120/240 VAC on electrical panels and elevator controllers (2) Omega Power SPS12 on fire alamar panels  All materials and installation methods will meet all current Underwriters Laboratories (UL) UL96A (13th edition), NFPA 780 & LPI 175 standards for lightning protection systems.  50% deposit of quoted price due prior to start. Remainder to be paid upon total job completion.  Payment due 10 days after invoicing at the end of each portion of job completed. (Progress Billing)  Due to the volatility of the metals market, this proposal is valid for 30 days and is based on current metal pricing. We reserve the right to re-quote if, during contract negotiation, metal prices increase.	

Please sign and return to accept proposal. Thank you for your business.	<b>Total</b> \$78,075.00
---	--------------------------

Date: \_\_\_\_\_ Approval Signature: \_\_\_\_\_

*All material and installation methods will meet all current UL Underwriters Laboratory 96-A and NFPA 780 standards. As well as the manufacturers' standards for Lightning Protection and Grounding Systems. All material is guaranteed to be as specified and the above work to be performed in accordance with the current specifications that are submitted for the above work and completed in a substantial workmanlike manner. The purchaser acknowledges that lightning is a natural event with statistical variation in behavior and energy levels that may exceed any product or systems ratings, and that 100% protection is not offered and cannot be provided for. The purchaser acknowledges these risks and has determined that they are acceptable for the application. Vickery Lightning Protection is insured for general liability, motor vehicle liability, and Worker's Compensation liability under policies of insurance that are standard and customary in the industry.*





## Administration Department

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

# Item Coversheet

---

**Item:** AN ORDINANCE TO ADOPT A MORATORIUM ON ACCEPTING ZONING MAP AMENDMENT APPLICATIONS, BUILDING PERMIT APPLICATIONS, DEVELOPMENT PLANS, PRELIMINARY PLATS AND/OR FINAL PLAT APPLICATIONS FOR THE CREATION OF NEW MULTI-FAMILY RESIDENTIAL DEVELOPMENTS IN THE CITY FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Budget Item:** NA

**Date Received:** NA

**Workshop Date:** NA

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

## Discussion:

---

With interest in multifamily housing eclipsing all other housing options, Staff is seeking a 180-day moratorium on multifamily developments to allow time to review and revise the City's growth management strategy to ensure the City's achieves a sustainable balance of housing option, especially in high-profile areas such as the Gateway Town Center surrounding the Bill Gardner interchange corridor.

The City is contemplating amending its Residential Growth Regulation Ordinance and RM Ordinance to re-evaluate permissible densities and development standards to ensure multi-family residential development occurs in a manner consistent with sound planning principals and the accepted policies of the City contained the Comprehensive Plan and the LCI Study.

**Recommendation:**

---

**Staff recommends APPROVAL.**

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

**AN ORDINANCE TO ADOPT A MORATORIUM ON ACCEPTING REZONING APPLICATIONS, BUILDING PERMIT APPLICATIONS, DEVELOPMENT PLANS, PRELIMINARY PLATS AND/OR FINAL PLAT APPLICATIONS FOR THE CREATION OF NEW MULTI-FAMILY RESIDENTIAL DEVELOPMENTS IN THE CITY FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS; TO ESTABLISH A PUBLIC PURPOSE TO BE SERVED BY THE MORATORIUM; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Locust Grove (the "City") has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City of Locust Grove; and,

**WHEREAS**, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant to the same, pursuant to case law found at City of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); Taylor v. Shetzen, 212 Ga. 101 (1955); Lawson v. Macon, 214 Ga. 278 (1958); and,

**WHEREAS**, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, "[T]o justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals"; and,

**WHEREAS**, the Mayor and Council are, and have been interested in developing a cohesive and coherent policy regarding development in the City, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole; and,

**WHEREAS**, the Mayor and Council therefore consider it paramount that land use continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City of Locust Grove; and,

**WHEREAS**, The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, and the general welfare of the community, including safety to pedestrians, the bicycling and driving public of the City, and to facilitate of the adequate provision of transportation and other public requirements; and,

**WHEREAS**, it is the belief of the Mayor and Council of the City of Locust Grove that the concept of "public welfare" is broad and inclusive and includes, but is not limited to, the valid public objectives of aesthetic conservation; preservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving existing

neighborhood and downtown characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and,

**NOW THEREFORE** be it ordained by the Mayor and Council of the City of Locust Grove and by the authority of same:

#### **SECTION I.**

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

#### **SECTION II.**

#### **FINDINGS OF FACT**

- A. The City of Locust Grove adopted the *Multi-family residence district* as part of the zoning ordinance contained within the Code of Ordinances, City of Locust Grove, Georgia, Section 17.04.060 on February 1, 2010 (the "RM Ordinance").
- B. Since adoption of the RM Ordinance, there have been substantial changes in the underlying population projections, economic growth, and substantial demographic shifts throughout the nation, the state and the region that require reevaluation of the projected housing needs within the City.
- C. The City is contemplating amending its Residential Growth Regulation Ordinance and RM Ordinance to re-evaluate permissible densities and development standards to ensure multi-family residential development occurs in a manner consistent with sound planning principals and the accepted policies of the City.
- D. Any changes to the City's RM Ordinance will be sent to the Mayor and Council for final adoption prior to codification.
- E. To this end, in consultation with the City Attorney, the City shall take those steps necessary to protect the rights of the public in an equitable and effective manner, while simultaneously promoting aesthetics, traffic safety, public health, safety and public welfare. In light of certain requirements imposed by state law, the City Charter, and local ordinance, the City calculates that such efforts will take not less than one-hundred eighty (180) days.
- F. In an effort to narrowly restrict the impact of the moratorium to achieve the compelling interests mentioned above, the City will limit the scope of the moratorium to applicants seeking to submit applications for rezoning, review of building permits, development plans, preliminary plats and final plats on multi-family residential developments within the City. This moratorium shall not apply to developments governed by legally executed development agreements with the City or any commercial, non-residential projects.

### **SECTION III.**

#### **MORATORIUM**

- A. The Mayor and Council does hereby enact a moratorium for one-hundred eighty (180) days from 11:59 PM. on June 7, 2021 to bar the acceptance of applications for zoning map amendment or review of building permits, development plans, preliminary plats and final plats on new multi-family residential development. During this 180-day moratorium period, no applications for any zoning map amendment, development permits or plat approvals of any kind shall be accepted by the City of Locust Grove or any of its Departments or building permits on any multi-family residential development contemplated in this moratorium located within the city limits of Locust Grove, Georgia. Any such applications tendered and/or submitted to the City of Locust Grove or any of its Departments during this moratorium period shall not be accepted, considered, nor acted upon by the City of Locust Grove or any of its Departments. Any application so accepted for filing will be deemed in error, null and void and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit or approval shall be unreasonable.
- B. The duration of this moratorium shall be until the City adopts a revision of the Multi-family residence district of the City of Locust Grove or until the expiration of one hundred eighty (180) days from the date of adoption of this Ordinance, whichever first occurs; or until such time as may be later set by the City.
- C. This moratorium shall have no effect upon approvals of permits previously issued prior to the effective date of this Ordinance. Notwithstanding the foregoing sentence, the City recognizes that, unbeknownst to the City, de facto vesting may have occurred in some instances. Under *Cannon v. Clayton County*, 255 Ga. 63, 335 S.E.2d 294 (1985); *Meeks v. City of Buford*, 275 Ga. 585, 571 S.E.2d 369 (2002); *City of Duluth v. Riverbroke Props.*, 233 Ga. App. 46, 502 S.E.2d 806 (1998), the Georgia Supreme Court has held that “[w]here a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning ordinance and the assurances of zoning officials, he acquires vested rights and is entitled to have the permit issued despite a change in the zoning ordinance which should otherwise preclude the issuance of a permit.” Accordingly, the following procedure is established to provide consideration of an exemption request from this moratorium where a claim of legal vesting is made:
- i. A written application shall be submitted to the Locust Grove City Council, with verified supporting data, documents and facts which the Applicant feels supports a claim of legal vesting. Such information will be reviewed by the Locust Grove City Council and approved/denied within thirty (30) days of submission in a public meeting. During this 30-day timeframe, additional facts and data may be requested on behalf of the Locust Grove City Council by its staff to further the review process.

- ii. Should the Applicant fail to provide requested information or otherwise fail to cooperate during the review process, the exemption request will be denied. If the information provided fails to support a claim of legally vested rights, the exemption request will be denied.
- iii. Any exemption granted by the Locust Grove City Council shall merely grant the Applicant the right to have City Staff accept and process the underlying application in accordance with all existing City and State laws.

#### **SECTION IV.**

- A. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- B. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause of this Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, section, clause or phrase of this Ordinance.
- C. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionally or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

#### **SECTION V.**

All Ordinances or parts of Ordinances in conflict with this Ordinance, are, to the extent of such conflict, hereby replaced.

#### **SECTION VI.**

This Ordinance shall be effective immediately upon its adoption.

So be it ordained this 7<sup>th</sup> day of June 2021.

**CITY OF LOCUST GROVE, GEORGIA**

---

ROBERT S. PRICE, Mayor

ATTEST:

---

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

---

City Attorney