



Community Development Department

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

Item Coversheet

Item: An Ordinance to award the contract for construction management services associated with the structural repairs to City Hall.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Budget Item: General Budget

Workshop Date: February 20, 2023

Regular Meeting Date: TBD

Discussion:

On February 6, 2023, the City Council approved a Resolution to award the bid for construction management services associated with the City Hall structural renovation project to J.R. Bowman Construction Company, Inc.

Staff has prepared a Contract for the Council's consideration and approval.

Recommendation:

Approval, pending City Attorney's review

ORDINANCE _____

AN ORDINANCE TO ENTER INTO A CONTRACT BETWEEN THE CITY OF LOCUST GROVE AND J.R. BOWMAN CONSTRUCTION COMPANY, INC., TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY PROJECT KNOWN AS CONSTRUCTION MANAGEMENT SERVICES FOR LOCUST GROVE CITY HALL STRUCTURAL REPAIRS (#22-S005); TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID CONTRACT; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY OF LOCUST GROVE, AS NECESSARY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City 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 identified a need for a qualified vendor to construction management services for repairs to the Locust Grove City Hall building (“Project”); and

WHEREAS, the City awarded the bid for professional construction management services associated with the Project to J.R. BOWMAN CONSTRUCTION COMPANY, INC., (the “Contractor”) on February 6, 2023; and

WHEREAS, the City wishes to retain the services of the Contractor to provide those necessary services as described in the contract for the Project (the “Agreement”) attached hereto as **Exhibit “A”**; and,

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

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Approval of Contract. The Contract between the City and J.R. Bowman Construction Company, Inc., as attached hereto and upon approval by the City Attorney and incorporated herein by reference as **Exhibit “A”** is hereby approved.

SECTION 2. Approval of Execution. The Mayor is hereby authorized to execute the Contract as described in **Exhibit "A"** upon delivery of a signed version by J.R. Bowman Construction Company, Inc., and the City Manager, or his designee, is authorized to take those actions necessary to effectuate this Ordinance and perform the obligation of the City under said Agreement.

SECTION 3. Documents. The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Ordinance, subject to approval as to form by the City Attorney.

SECTION 4. Severability. In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses, or phases of this Ordinance which shall

remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of the Ordinance.

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

SECTION 6. Effective date. This Ordinance shall become effective immediately upon its adoption by the Mayor and the City Council of Locust Grove and upon approval as to form by the City Attorney.

SO ORDAINED by the Council of the City this 20TH day of February 2023.

CITY OF LOCUST GROVE, GEORGIA

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

SEAL

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

**CONTRACT BETWEEN
THE CITY OF LOCUST GROVE
AND J.R. BOWMAN CONSTRUCTION COMPANY, INC.**

**CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
LOCUST GROVE CITY HALL STRUCTURAL REPAIRS**

BETWEEN

THE CITY OF LOCUST GROVE, GEORGIA,

AND

J.R. BOWMAN CONSTRUCTION COMPANY, INC.

**Project Name: CONSTRUCTION MANAGEMENT SERVICES FOR
LOCUST GROVE CITY HALL STRUCTURAL
REPAIRS
CITY OF LOCUST GROVE, GEORGIA**

**Project Address: LOCUST GROVE CITY HALL
3644 HIGHWAY 42
LOCUST GROVE, GEORGIA 30248**

CONTRACT FOR SERVICES

This agreement (the "Agreement") is made and entered into by and between the City of Locust Grove, Georgia ("Owner") and J.R. Bowman Construction Company, Inc., Andy Howard, 1605 South Zack Hinton Parkway, McDonough, Georgia 30253 operating and existing under the laws of the State of Georgia ("Contractor").

This Agreement shall become effective on the date it is executed by the last party to execute it ("the Effective Date").

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Contractor agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Applicable Laws" means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies relating to the Project or to the performance of the Services or the Work.

1.2 "Change Order" means a written order to Contractor executed by the Owner in accordance with the contract, authorizing and directing an addition to, deletion from, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or any combination thereof.

1.3 "Contract Documents" [see Article 2]

1.4 "Contract Price" [see Article 12]

1.5 "Contractor" person who contracts to do work for Owner according to his or her own processes and methods unless otherwise stated in the Contract Documents and/or Change Order(s).

1.6 "Construction Fee" means the fractional amount of the Contract Price submitted to Owner for payment in a Pay Request on a monthly basis as set forth in Article 12.

1.7 "Critical Path Schedule" means the schedule maintained by the Contractor used to manage the critical path of the Project which accurately reflects (a) the percentage of the Work completed and the Work remaining, (b) describes with reasonable particularity each Service rendered, the date thereof, the time expended in performing such Service, and the persons rendering such Service; and (c) specifies the amount of project costs, including all fees, incurred to date and estimated project costs, including all fees, remaining.

1.8 "Day," unless otherwise stated, means calendar day.

1.9 "Design for Construction" means the complete and final design and construction documents, and shall include the plans and specifications prepared for use in constructing the Project, performing the Work, and rendering the Project fully operational. All changes and

modifications to the Design for Construction issued in accordance with the requirements of this Agreement shall become and be a part of the Design for Construction.

1.10 "Final Completion" means the completion of all Work required by, and in strict compliance with, the Contract Documents, including start-up, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate and maintain the Project.

1.11 "Other Contractors" means any contractor, but not including Contractor or the Subcontractors, with whom Owner enters into a direct contract for the performance of any portion of Work in connection with the Project.

1.12 "Owner's Representative" means the individual named by Owner, in writing and as such writing may be amended from time to time, to act on Owner's behalf in the administration of this contract. Owner's Representative does not have authority to waive or modify any condition or term of the Contract Documents.

1.13 "Preliminary Design" means all design documents constituting the preliminary design.

1.14 "Project" means the completion of improvements as shown by the Contract Documents in Article 2 and described under the Scope of Work in Article 5.

1.15 "Services" means those services, functions, roles, responsibilities, obligations and duties required of Contractor pursuant to the terms of the Contract Documents.

1.16 "Subcontracts" means the contracts between Contractor and any Subcontractor.

1.17 "Subcontract Costs" means those sums properly paid or due and payable by Contractor under the terms of the Subcontracts.

1.18 "Subcontractor" means any person or entity having a direct contract or purchase order with Contractor for the performance or supply of all or any portion of the Work required by the Contract Documents or the supply of any materials, services, equipment or installation services required by the Contract Documents.

1.19 "Substantial Completion" means that stage of completion of the Project, including testing, approval by any applicable regulatory authority, and receipt of the final acceptance of work by Owner, such that the Work and the Project are functionally and legally usable by Owner for the purpose for which they are intended.

1.20 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Owner's program at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality and safety. "Life Cycle Cost" means the sum of all costs of the Project over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

1.21 "Work" means construction management services pertaining to any and all labor, supervision, work, supplies, fixtures, furnishings, vehicles, equipment, services, tools, materials, utilities, items, documents and things required by the Contract Documents to be performed or

supplied, including all construction, testing, and permitting required to render the Project, and every component thereof, operational and usable for its intended purpose.

ARTICLE 2

THE CONTRACT DOCUMENTS

2.1 Contract Documents Defined. The contract between the parties shall consist of the "Contract Documents." The Contract Documents shall include this Agreement, the Request for Proposal Response from J.R. Bowman Construction Company, Inc., dated January 31, 2023, and approved by the Owner on February 6, 2023 ("Proposal") and any supplemental conditions, any special conditions, and all documents expressly annexed hereto as part of this Agreement. Change Orders issued hereafter, and any written amendments to this Agreement executed by Owner and Contractor, shall become and be a part of the Contract Documents. Documents not expressly listed above are not Contract Documents and do not constitute part of the contract between the parties.

2.2 Priority Of Documents. In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, interpretation will be based on the following descending order of priority:

- 1) This Agreement.
- 2) The Proposal.
- 3) 2020 National Building Code, as adopted and amended
- 4) 2020 National Electrical Code, as adopted and amended
- 5) 2020 NFPA 780 UL 96-A, as adopted and amended
- 6) 2018 NFPA 101 Life Safety Code, as adopted and amended
- 7) 2018 International Building Code, as adopted and amended
- 8) 2018 International Plumbing Code, as adopted and amended
- 9) 2018 International Mechanical Code, as adopted and amended
- 10) 2018 Fuel Gas Code, as adopted and amended
- 11) 2015 International Energy Conservation Code, as adopted and amended
- 12) Code of Ordinances, City of Locust Grove, Georgia
- 13) Limited Visual Condition Assessment – Supplemental Report, Terracon, dated 10/17/22
- 14) Pre-Renovation Interior Industrial Hygiene Services Report, Terracon, dated 6/16/22
- 15) Limited Visual Condition Assessment Survey Report, Terracon, dated 6/7/22

2.3 Substitutions. If Owner elects to accept any items proposed by Contractor as a substitution, Contractor shall assume full responsibility for the proper performance of such substituted items and shall assume the costs of any changes in the Work which may be due to such substitution.

2.4 Design Document List. Documents have been compiled (the “Design Document List”) which are attached as **Exhibit “A”**. Both the Design Document List and the documents listed therein are expressly incorporated herein. Upon receipt, the Contractor shall review and study the Design Document List to confirm the Design Document List is accurate, complete and current. If requested by the Owner, the Contractor shall acknowledge, in writing, its receipt of the Design Document List and its agreement that the Design Document List is accurate, complete and current. Unless the Contractor notifies the Owner, not later than five (5) days after Contractor’s receipt of the Design Document List, of an error or omission in the Design Document List, the Design Document List shall be annexed hereto as part of this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Specific Representations And Warranties. By executing this Agreement, Contractor makes the following express representations and warranties to Owner:

3.1.1 Contractor is professionally qualified to act as the Construction Manager for the Project and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to act as the Contractor for the Project and to perform the Services required hereunder. *See Section 4.4 of this Agreement pertaining to Fees.*

3.1.2 Contractor has become familiar with all reports, design and construction documents generated to date and will become familiar with all generated hereafter, and has become familiar with the Project site and the local conditions under which the Project is to be constructed.

3.1.3 Contractor has the capability and experience, including sufficient qualified and competent supervisory personnel, to efficiently and timely accomplish the Work and perform the Services, and Contractor will continuously furnish sufficient personnel to accomplish the Work and perform the Services in a timely and proper manner.

3.1.4 Contractor shall comply, and shall cause all Subcontractors to comply, with all Applicable Laws.

3.1.5 Contractor assumes full responsibility to Owner for the acts and omissions of Contractor’s officers, employees, Subcontractors, consultants, and others employed or retained by Contractor or them in connection with the performance of the Services or the Work.

3.1.6 Contractor warrants to Owner that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

3.1.7 All obligations related to or arising from all representations and warranties made in the Contract Documents shall be obligations of, and shall be deemed incorporated in, the performance bond furnished by Contractor.

3.1.8 The Contractor represents, warrants and affirms that only truthful, complete and correct information has been provided to the Owner in the Contractor's Proposal provided by J.R. Bowman Construction Company, Inc., and received by the City of Locust Grove on January 31, 2023 and in any other communication from the Contractor regarding the Contractor's qualifications or responsibility to perform the obligations of the Contractor under this Agreement (all such information being referred to herein as "Qualification Information"). The Contractor further represents, warrants and affirms that in the event that any Qualification Information changed in any material way after it was communicated from Contractor and before this Agreement is signed by all parties, Contractor has immediately notified the Owner, in writing, of such change or changes and Contractor agrees that Owner may take such action thereon as Owner deems appropriate. The Contractor acknowledges and agrees that the Owner has relied, and will continue to rely, on the truthfulness, completeness and correctness of the Qualification Information. The Contractor acknowledges and agrees that all Qualification Information is material and important to the Owner's evaluation of the Contractor's qualifications and responsibility to undertake the Contractor's obligations under this Agreement. Contractor acknowledges and agrees that if the Contractor knowingly provided any false, incorrect, misleading or incomplete information to the Owner in any Qualification Information, or failed to advise the Owner in writing of any material change in such information as set forth in this paragraph, this Agreement shall be deemed to be materially breached by Contractor and subject to immediate termination for cause or rescission for cause by the Owner, at the sole option of the Owner. The Owner also shall have and retain any and all other rights and remedies provided by law, in contract or otherwise.

3.2 Enumerated Representations And Warranties Not Exhaustive. The representations and warranties enumerated in this Article 3 operate in addition to, and shall in no way supersede, limit, or restrict any other duty, responsibility, representation, or warranty, express or implied, created or required by the Contract Documents or by law.

ARTICLE 4

CONTRACTOR'S SERVICES AND DUTIES: GENERAL PROVISIONS

4.1 Generally. Contractor shall perform and provide the Services and the Work required by, or reasonably implied by or inferable from the Contract Documents; and shall be responsible for the construction of the Project in strict conformance with the requirements of the Contract Documents; and shall pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by the Contract Documents. In performing its duties hereunder, Contractor shall be a fiduciary to the Owner in whom the Owner may place its full trust and confidence.

4.2 Standard Of Care. Contractor shall perform the Services at a level, and be judged by a standard of care, that is consistent with the standards and quality prevailing among first-rate, nationally recognized construction firms of superior knowledge, skill and experience engaged in projects of similar size and complexity. Contractor shall carry out and complete the Services in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of Owner, and in strict accordance with the Contract Documents.

4.3 Compliance With Applicable Laws. Contractor shall reasonably ensure that the Services and Work are performed, and the Project is constructed, in a manner which meets the requirements of all Applicable Laws relating to the construction, occupation, and operation of the Project, including, but not limited to, subdivision codes, soil erosion and sediment control, and environmental regulations. Such Applicable Laws shall be deemed minimum standards for the Project. Where the requirements of the specifications and the accompanying plans exceed those of the Applicable Laws, the plans and specifications shall be followed. Contractor shall immediately notify the Owner's Representative in writing of any known violation by any Subcontractor of any Applicable Law, or any such violation of which the Contractor reasonably should have known.

4.4 Secure Permits, Licenses, Approvals, And Authorizations. Contractor shall secure all necessary licenses, permits, approvals or other necessary authorizations of governmental authorities for the construction of the Project; however, all City of Locust Grove fees associated with such necessary authorizations and permits shall be waived. Contractor shall obtain and maintain all licenses, permits and other authorizations necessary to act as the Contractor for the Project.

4.5 Insurance. The Contractor shall have and maintain insurance in accordance with the requirements of **Exhibit "B"** attached hereto and incorporated herein by reference.

4.6 Homeland Security & Immigration Status. Contractor shall comply with federal, state and local laws and regulations with respect to homeland security and immigration.

ARTICLE 5

SCOPE OF WORK

5.1 Scope of Work, Generally. Contractor agrees to manage the performance of and instruct all work depicted in the Construction Documents including all services and work customarily associated therewith or which is necessary for the proper construction, installation and/or safe operation of the Work during and after construction. Contractor agrees that its price includes all work needed even where not specifically shown on the drawings or contained in the specifications but which is reasonably inferable therefrom or should be installed as part of good industry practice.

5.2 Site.

5.2.1 The Contractor shall manage the structural repairs to the interior, exterior and crawl space in City Hall in such a way as to minimize impact on City Hall's day-to-day operations.

5.2.2 The Contractor shall perform all work in compliance with applicable construction codes.

5.2.3 The Contractor shall perform all necessary rough and final carpentry work.

5.2.4 The Contractor shall perform all necessary rough and final trade work.

5.2.5 The Contractor shall perform all necessary weatherproofing materials and

sealants.

5.2.6 The Contractor shall provide all necessary materials and equipment to perform the work.

5.2.7 The Contractor shall be responsible for obtaining any and all permits associated with this project.

5.2.8 The Contractor shall perform all site improvements to the satisfaction of the City Manager of Locust Grove.

5.3 Miscellaneous Items.

5.3.1 All salvageable and surplus materials not otherwise designated for reuse by Owner shall be the property of Contractor. All other materials shall be properly disposed of by Contractor at Contractor's expense.

5.3.2 Any items of Work or Service not specifically described in this Article 5 Scope of Work or included within the Construction Documents, except that Work or Service from which should be reasonably inferred, is excluded and Contractor assumes no responsibility for their performance.

ARTICLE 6

[Reserved]

ARTICLE 7

COMPLETION DATE AND SCHEDULES

7.1 Completion Date. Contractor shall achieve Substantial Completion of the Work by **September 5, 2023** ("Substantial Completion Date"). The time for achieving Substantial Completion may sometimes be referred to in the Contract Documents as the "Contract Time." Contractor shall achieve Final Completion of the Project within thirty (30) days after the Substantial Completion Date. Neither the Substantial Completion Date nor the time for Final Completion shall be changed except by Change Order issued in accordance with the terms of this Agreement.

7.2 Delay. The Contractor accepts the risk that the progress may be delayed, disrupted, interfered with, cause to proceed inefficiently or made more costly for any reason, including where delays are caused by design professionals, the Owner or those for whom the Owner is responsible. Contractor agrees that in the event the progress of work is delayed, disruptive, interfered with, cause to proceed inefficiency or made more costly for reasons outside of contractors control, as its sole and exclusive remedy, it shall be entitled to an extension of time equal to the length of the period of delay but in no event shall be entitled to additional money or monetary damages. For the purposes of this paragraph, all work performed by Contractor or its sub-contractors, suppliers, materialman and laborers are within the Contractor's control. If Contractors work is delayed, disrupted, interfered with, cause to proceed inefficiently or made more costly for reasons within Contractor's control, then Contractor shall not be entitled to an extension of time and shall be added sole, cause and expense to accelerated performance as

necessary to perform the Work within the time required herein. Contractor waives and releases all claims for delays, disruption, interference or inefficiency.

ARTICLE 8

PROCUREMENT OF SUBCONTRACTS, MATERIALS, AND SERVICES

8.1 Approval Of Subcontractors. Contractor shall not subcontract for any part of the Services or Work with any Subcontractor or consultant (including affiliates and subsidiaries of Contractor) who is not properly licensed or against whom Owner has a reasonable objection. Contractor shall provide Owner's Representative with such written information as Owner deems necessary in order to determine whether to object to the Contractor's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the Owner within thirty (30) days of its receipt of such information, Owner shall be deemed to have no such objection and Contractor may execute such Subcontract and shall furnish Owner a copy of same.

8.2 Subcontract Requirements. All Subcontracts shall afford Contractor rights against its Subcontractors which correspond to the rights afforded to Owner against Contractor herein, including those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor charges as set forth herein. Except as otherwise approved by Owner in writing, or as otherwise required by applicable law, all Subcontracts shall provide for the retention of ten percent (10%) of amounts earned under the Subcontracts ("Subcontract Retainage"), and Owner shall not be responsible for releasing, paying, or compensating Contractor any amount on account of such Subcontract Retainage until such time as specified by this Agreement for release of retainage.

8.3 Coordination Of The Subcontracts. Owner does not assume any responsibility for defining the limits on any Subcontracts on account of the arrangement of the Construction Documents. Contractor shall ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, Contractor and Subcontractors without omission, conflict, or duplication. Contractor shall carefully review all Subcontracts to ensure: (a) that all subcontracted parts of the Work are assigned to appropriate Subcontractors; (b) that, unless provided for by Contractor, provisions are made for temporary facilities and utilities necessary for the performance of the Work and for Project site facilities necessary for Contractor and Owner to perform their duties in the management, inspection, and supervision of the Work; (c) that responsibility for Project safety programs is properly assigned; (d) that they are in compliance with Applicable Laws; and (e) that they are in compliance with Owner's Contractors' guidelines, if any.

8.4 Contractor Responsible For Acts Of Subcontractors. Contractor's subcontracting of the Services or the Work, and Owner's consent and approval of Contractor's subcontracting with any Subcontractor, shall not relieve Contractor from any liability or obligation under the Contract Documents or under any Applicable Laws. Contractor shall be responsible to Owner for any and all acts, defaults, omissions or negligence of its Subcontractors and consultants. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor or consultant of Contractor, and a provision to this effect shall be inserted into all Subcontracts and other agreements between Contractor and its Subcontractors and consultants. In no event shall Owner be liable to any of Contractor's Subcontractors for Work performed by such Subcontractor on behalf of the Contractor or for the Project.

8.5 Contractor To Enter Into Subcontracts. Contractor shall enter into Subcontracts with Subcontractors for the performance of those portions of the Work not performed directly by the Contractor. Contractor shall protect Owner's interests during the performance of such Subcontracts and shall monitor and secure strict performance by the Subcontractors of all duties and obligations contained in the Subcontracts. Contractor shall promptly notify Owner's Representative in writing of any material breach by a Subcontractor and shall take all necessary steps to remedy such breach and to minimize the effect of such breach on the timely and proper completion of the Work, all at no additional cost to the Owner.

ARTICLE 9

INSPECTIONS AND CERTIFICATIONS OF COMPLETION

9.1 Inspection Of Work. Contractor shall, on a continuous basis as a part of its day-to-day supervision of the Project, inspect the Work to ensure that the quality, quantity and progress of the Work meets the requirements of the Contract Documents. The Owner reserves the right to perform its own inspections by a certified building inspector. In making such inspections, Contractor shall reject Work that is defective or deficient, take steps to avoid unexcused delays in the performance of the Work, and protect Owner from overpayment.

9.2 Standard Of Construction And Identification Of Defective Work. Contractor shall cause the Project to be constructed in strict compliance with the requirements of the Contract Documents and Applicable Laws. Contractor acknowledges that strict compliance is a more exacting standard than substantial compliance and Contractor agrees that its fee takes into consideration the more exacting standard. Owner will not accept Work which fails to comply with such standards, unless the departure from such standards is specifically identified to, and thereafter authorized in writing by, Owner's Representative. Unless so authorized by Owner's Representative, Contractor shall correct all Work that does not meet the requirements of the Contract Documents and Applicable Laws.

ARTICLE 10

PROJECT DOCUMENTATION

10.1 Basic Project Documentation. Contractor shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current Subcontracts and Contract Documents, specifications, Change Orders and modifications reflecting product and materials selections and as-built conditions on the Project; (b) all shop drawings, samples, product data, and other Submittals; (c) all required insurance certificates from Subcontractors; and (d) all other documents required by this Agreement.

10.2 Review And Assignment Of Warranties. Contractor shall obtain and shall transmit to Owner's Representative all special product, system, equipment or material warranties required by the Contract Documents and the Subcontracts. Contractor shall review all such warranties to confirm that the warranties are in compliance with the requirements of the Contract Documents and Subcontracts. By execution of this Agreement, Contractor hereby assigns to Owner all of Contractor's rights, title and interest in and to any and all warranties, including Uniform Commercial Code warranties, that Contractor receives or is entitled to receive from any Subcontractor or supplier in connection with the Project.

10.3 Availability Of Project-Related Records To Owner. All records relating directly or indirectly to the Project which are in the possession or control of Contractor shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon request of Owner's Representative. Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its design, and its construction.

10.4 Maintenance Of Project-Related Records. Contractor shall maintain and protect all Project-related records, other than those required to be returned to Owner, for no less than six (6) years after Final Completion of the Project and for any longer period of time as may be required by law or good construction management practice.

ARTICLE 11

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

11.1 Provide Project Information. Owner shall provide Contractor with adequate information regarding Owner's requirements for the Project including any desired or required design or construction schedule, any budgetary requirements, and an adequate number of complete sets of the Design for Construction.

11.2 Access To The Site And The Work. Owner shall provide Contractor access to the site and to the Work as necessary for Contractor to perform the requirements of the Contract Documents.

11.3 Non-Waiver. Owner's failure to exercise any right or remedy hereunder or to require strict compliance with any obligation of Contractor under the Contract Documents shall not constitute a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

ARTICLE 12

PAYMENT TO CONTRACTOR

12.1 Compensation. Owner shall pay, and Contractor shall accept, as compensation for Contractor's assumption and performance of all duties, obligations, Services and Work required by the Contract Documents and this Agreement, a **sum not to exceed three-hundred thousand, dollars and 00/100 (\$300,000.00)** for the Final Completion of the Project ("Contract Price").

12.2 Additional Compensation. Any amount required by Contractor for compensation in excess of Contract Price, established in Section 12.1, shall be forwarded to the Mayor and City Council for review and approval prior to payment by the Owner.

12.3 Form Of Pay Requests And Backup Documentation. As soon as practicable but before the 25th day of each month (or following business day if this date falls on a weekend day or observed holiday), Contractor shall submit a notarized invoice to Owner's Representative requesting payment ("Pay Request") for ninety percent (90%) of the Construction Fee earned by Contractor in the performance of Services and the Work during the preceding month.

12.3.1 Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are suitably stored at the Project site and fully insured against loss or damages. Moreover, any sums approved for stored materials shall be at actual costs and shall not include markup by Subcontractors or Contractor's fees. As used in the immediately preceding sentence, actual costs means costs charged by the manufacture or the distributor for the manufacturer and the Pay Request shall include copies of invoices from the manufacturer or the distributor.

12.3.2 Each Pay Request shall separately show the amounts of Construction Fee being claimed in connection with such Pay Request and any amounts claimed in connection with a Change Order.

12.3.3 Unless otherwise directed by Owner's Representative, Pay Requests shall be submitted in triplicate, bearing the appropriate job numbers designated by Owner's Representative, to Owner for approval. Pay Requests shall be in such form and accompanied by such documentation, including documentation in support of Subcontract Costs, if any, as Owner may require. All documents and records in the possession of Contractor and its Subcontractors relating to Subcontract Costs shall be made available to Owner or its designee for audit, inspection and copying immediately upon request by Owner's Representative. Strict compliance with the requirements of this paragraph 12.3 shall be a condition precedent to any payment, including Final Payment, under this Agreement.

12.5 Claim Releases And Verified List Of Subcontractors. If requested by Owner, in Owner's sole discretion, each Pay Request shall be accompanied by Contractor's and Subcontractors' partial waivers of claim in the form attached hereto as Exhibit "C" for the full amount of the payments made through the date of the Pay Request and to be made under the current Pay Request and the Work covered thereby. Provision of such waivers of claim, when requested by Owner, shall be a condition precedent to Owner's duty to make payments to Contractor. Contractor's application for Final Payment shall be accompanied by final waivers of claim from Contractor and all Subcontractors in the form attached hereto as Exhibit "D" together with a verified list of all Subcontractors, including suppliers of materials and systems incorporated into the Work. Provision of such final waivers of claim and verified list shall be a condition precedent to Final Payment to Contractor.

12.6 Certification Relating To Pay Requests. Each Pay Request shall bear the signature of Contractor's project manager, which signature shall constitute Contractor's representation to Owner that the Services and the Work indicated in the Pay Request have progressed to the level represented, have been properly and timely performed as required herein, that no Work has been covered contrary to the request of the Owner, or contrary to any provision of the Contract Documents, that the Subcontract Costs claimed in the Pay Request have been actually, necessarily, and reasonably incurred, that all obligations of Contractor covered by prior Pay Requests have been paid in full, and that, to the best of Contractor's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion thereof should be withheld. Submission of Contractor's Pay Request for Final Payment shall further constitute Contractor's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Contractor to others incurred in connection with the Project will be paid in full within seven (7) days of such receipt. In the event that Owner becomes informed that any of the foregoing representations by Contractor are wholly

or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

12.7 Payment Of Pay Requests. Subject to the terms and conditions of this Agreement and the Contract Documents, and by the 7th day of the month following the previous month's Pay Request, Owner shall make payment to Contractor of all sums properly requested under the provisions of this Article and payable under the terms of this Agreement, provided that the Pay Request is in proper order and is supported by all required documentation. If the Pay Request is not in proper order or is not supported by all required documentation, then Owner shall notify Contractor of such deficiency and the time for payment of such Pay Request, or any applicable part thereof, shall be extended by the amount of time required for Contractor to cure such deficiencies plus three (3) days.

12.7.1 Any balance on a Pay Request not paid by Owner to Contractor in accordance with this Article shall accrue interest at 1.5% per month except with the amount is disputed in accordance with paragraph 12.11.

12.7.2 When payment is received from Owner, the Contractor shall immediately pay or cause to be paid all Subcontractors, subcontractors, materialmen, laborers and suppliers the amounts they are due for the Work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid, or caused to be paid, a Subcontractor, subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Construction Manger and any such Subcontractor, subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

12.8 Payment At Substantial Completion. Subject to the limitations of the Contract Price, and provided that all conditions precedent have been satisfied, within thirty (30) days after execution of the Certificate of Substantial Completion of the Project, Owner shall pay Contractor all sums due Contractor, including retainage, less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable cost for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. As a condition precedent to such payment, however, Contractor shall deliver to Owner's Representative the final complete set of as-built drawings in the form of marked-up black line drawings, all required releases of claim, final lien waivers from the Contractor and all Subcontractors and suppliers of materials, all certificates of completion or similar documents required for the occupation and use of the Project for its intended purposes, all required warranties, all Project Documentation as described in Article 12 herein, and consent(s) of surety to release retainage in form and manner acceptable to Owner together with an original current power of attorney with current certificate attached thereto.

12.9 Payment At Final Completion. Subject to the limitations of the Contract Price, and provided that all conditions precedent have been satisfied, within thirty (30) days after execution of the Certificate of Final Completion of the Project, Owner shall pay Contractor all unpaid sums due Contractor under this Agreement, less any amount properly withheld pursuant to this Agreement ("Final Payment"). Contractor's acceptance of Final Payment shall constitute an unconditional waiver and release of all claims by Contractor for additional compensation beyond

that provided in the Final Payment. Final Payment by Owner shall not, however, constitute a waiver by Owner of its rights or claims arising from Contractor's failure to perform in strict accordance with the requirements of the Contract Documents. As a condition precedent to Final Payment, Contractor shall deliver to Owner's Representative consent(s) of surety to final payment in form and manner acceptable to Owner together with an original current power of attorney with current certificate attached thereto.

12.10 Withholding Of Payment. Any provision of the Contract Documents notwithstanding, Owner shall not be obligated to make a payment or payments to Contractor which is otherwise due, if, and for so long as, any one or more of the conditions set forth in this paragraph 12.10 exists.

12.10.1 Contractor's Pay Request is not in the form or supported by the documentation required by this Agreement.

12.10.2 Contractor is in default of any of its obligations under the Contract Documents.

12.10.3 Any part of such payment is attributable to Services or Work which are defective or not strictly conforming with the requirements of the Contract Documents; provided, however, that payment shall be made as to the part thereof attributable to Services or Work which are rendered or performed in strict accordance with the Contract Documents and are not defective, subject to other provisions hereof.

12.10.4 Contractor has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with the Project or any person has filed a claim that Contractor has failed to make payments due to such person.

12.10.5 Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Contractor.

12.10.6 Evidence that the balance of the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Contract Price.

12.10.7 Failure or refusal by Contractor to perform the Work in accordance with the Contract Documents.

12.10.8 Damage to Owner or to a third-party to whom Owner is, or may be, liable.

12.10.9 Any situation or condition exists which, as set forth elsewhere herein or in the Contract Documents, justifies the withholding of payments.

In the event that any of the foregoing conditions exist, Owner shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount sufficient in the sole judgment of Owner's Representative to satisfy, discharge, and defend against such claims and to make good any losses, prospective losses, costs, attorneys' fees, and other expenses which may result from the existence of such conditions.

12.11 Disputed Pay Requests. In the event Owner disagrees with or questions all or any portion of any Pay Request, the amount due to Contractor, or the sufficiency of the information

and documentation submitted by Contractor, Owner shall notify Contractor in writing and Owner shall pay the undisputed parts of such Pay Request. If Owner's Representative and Contractor are able to agree on the amount due under the disputed part of any Pay Request, payment will be made to Contractor within the time provided by paragraph 12.7 of this Agreement or ten (10) days after receipt of a new Pay Request representing the agreed amount, whichever is later.

12.12 Conditions Precedent To Payment. In addition to all other conditions contained herein, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Contractor not be in material breach of this Agreement or in breach of any warranty made therein; (b) Contractor have submitted all monthly updated Critical Path Schedules required by this Agreement; and (c) Contractor have submitted its Pay Requests and backup documentation in the time, form, and manner required by this Agreement.

12.13 Non-Waiver Of Claims For Defective Work. Neither entrance, inspection nor use of the Project by Owner or their representatives, nor any payment (whether final or otherwise) made by Owner shall be construed as an acceptance of defective or nonconforming Work nor shall such entrance, inspection, use, or payment release Contractor from any of its obligations under the Contract Documents.

ARTICLE 13

[Reserved]

ARTICLE 14

OWNERSHIP OF DOCUMENTS

All Contract Documents, as well as information and items provided by Owner to Contractor to facilitate Contractor's performance hereunder, shall remain the exclusive property of Owner, and all such documents, information, and items, including all copies thereof, shall be returned to Owner's Representative upon Final Completion and as a condition precedent to Final Payment; provided that Contractor may retain one copy of same for record purposes only.

ARTICLE 15

INDEMNITY

15.1 General Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify and hold Owner harmless from and against any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Contractor's performance of this Agreement, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

15.2 Enforcement Of This Agreement. In the event Owner retains legal counsel to secure performance by Contractor of any of its obligations under this Agreement, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which

Contractor has an indemnity obligation to Owner under any provision of this Agreement or otherwise, Contractor shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against Contractor, including, but not limited to, any and all expert witness fees and expenses.

ARTICLE 17

TERMINATION

17.1 Termination For Cause. If Contractor refuses or fails to perform its Services and duties under this Agreement in a timely manner, supply enough properly skilled supervisory personnel, labor or proper equipment or materials, make prompt payment to its Subcontractors, suppliers, employees, or consultants, or comply with Applicable Laws, or if Contractor is otherwise guilty of a material breach of this Agreement or any warranty made herein, then Owner may, by written notice to Contractor, and without prejudice to any other right or remedy, terminate the employment of Contractor, in whole or in part, and take possession of the Project site, the Contract Documents, Subcontracts, Project Documentation in the possession of Contractor, and all equipment and materials at the site.

17.2 Termination By Contractor. If the Work, the Services, or this Agreement is suspended by Owner in its entirety for a period of one hundred and twenty (120) consecutive days or more, through no fault of Contractor or the Subcontractors, by governmental authority or by direction or neglect of Owner's Representative, or if Owner fails to perform its material obligations to the Contractor for a period of sixty (60) days after receipt of written notification from Contractor of its intent to terminate hereunder, then Contractor may, upon ten (10) days written notice to Owner, terminate its performance under this Agreement. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience.

ARTICLE 18

ENVIRONMENTAL ISSUES

Environmental Licenses, Certifications, & Permits. Contractor covenants and agrees that during the term of the Agreement and any extensions or renewals thereof, all of its employees, agents, representatives, and Subcontractors, if any, performing Work will have the requisite skills, licenses, certifications, training, permits and the like mandated by all applicable federal, state and local governing authorities with jurisdiction over environmental matters. Contractor agrees to provide to Owner's Representative evidence of compliance with the requirements of this paragraph upon demand. Contractor, its Subcontractors, representatives, employees, and agents shall comply with all federal, state, and local laws, rules, and ordinances relating to environmental protection governing the Work.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Notices. No notice is effective until the writing containing the notice is placed in the hand of the Owner's Representative or the Contractor's Project Manager or is postmarked by certified U.S. Mail, to the following addressees:

To Owner: City of Locust Grove, Georgia
 3644 Highway 42
 Locust Grove, GA 30248
 Attention: Mayor Robert S. Price

To Contractor: J.R. Bowman Construction Company, Inc.
 1605 South Zack Hinton Pkwy
 McDonough, GA 30253
 Attention: Mr. Andy Howard

All notices shall be effective within 5 days from mailing.

19.2 Successors And Assigns. Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without Owner's Representative's written consent; Owner shall have the right to assign its rights under this Agreement, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Contractor, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this Agreement.

19.3 No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any Subcontractor.

19.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or other competent tribunal or rendered invalid by any legislative or regulatory enactment, the remaining provisions of this Agreement shall remain in full force and effect, and such holding or enactment shall not invalidate or render unenforceable any other provision hereof.

19.5 Headings. The headings used in this Agreement are merely for convenience and shall have no other force, effect or purpose.

19.6 Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

19.7 "Including". The terms "including," "includes," and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

19.8 Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Georgia. Each and every provision required by law to be

inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein. The Contractor and its Surety(ies) irrevocably consent to the non-exclusive venue and jurisdiction of the Superior Court of Henry County, Georgia, regarding any matter arising out of or relating to this Agreement.

19.9 Entire Agreement / Amendments In Writing. This Agreement represents the entire agreement between Owner and Contractor and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to the provisions of Article 15, this Agreement may be amended only by written instrument signed by both Owner and Contractor.

19.10 Waiver. No waiver by Owner of any one or more defaults by Contractor in the performance of the provisions of this Agreement shall be construed as a waiver of any other defaults, whether of a like kind or different nature.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CITY OF LOCUST GROVE, GEORGIA

J.R. BOWMAN CONSTRUCTION CO. INC.:

By: _____
[Signature]

By: _____
[Signature]

ROBERT S. PRICE
[Printed Name]

[Printed Name]

MAYOR
[Printed Title]

[Printed Title]

ATTEST: _____
[Signature]

[SEAL]

MISTY SPURLING
[Printed Name]

[Printed Address]

CITY CLERK
[Printed Title]

[Date of Execution]

CITY HALL
3644 HWY 42 LOCUST GROVE, GA 30248
[Printed Address]

[Date of Execution]

EXHIBIT "A"
DESIGN DOCUMENT LIST

- 1) This Agreement.
- 2) The Proposal.
- 3) 2020 National Building Code, as adopted and amended
- 4) 2020 National Electrical Code, as adopted and amended
- 5) 2020 NFPA 780 UL 96-A, as adopted and amended
- 6) 2018 NFPA 101 Life Safety Code, as adopted and amended
- 7) 2018 International Building Code, as adopted and amended
- 8) 2018 International Plumbing Code, as adopted and amended
- 9) 2018 International Mechanical Code, as adopted and amended
- 10) 2018 Fuel Gas Code, as adopted and amended
- 11) 2015 International Energy Conservation Code, as adopted and amended
- 12) Code of Ordinances, City of Locust Grove, Georgia
- 13) Limited Visual Condition Assessment – Supplemental Report, Terracon, dated 10/17/22
- 14) Pre-Renovation Interior Industrial Hygiene Services Report, Terracon, dated 6/16/22
- 15) Limited Visual Condition Assessment Survey Report, Terracon, dated 6/7/22

EXHIBIT "B"

INSURANCE

A copy of "Certificate of Liability Insurance" is on file in the Locust Grove Community Development Department.

TYPE: Liability (General Commercial, Automobile, and Umbrella)
INSURED: J.R. Bowman Construction Company, Inc.
PRODUCER (Insurer): Yates, LLC
COVERAGE: **SEE COPY OF POLICY ON FILE IN LOCUST GROVE COMMUNITY DEVELOPMENT DEPARTMENT**
POLICY NUMBER: CPP20852041001, CA20852001001, CU20852011002
EXPIRATION: 12/31/23

TYPE: Workers Compensation and Employers' Insurance
INSURED: J.R. Bowman Construction Company, Inc.
PRODUCER (Insurer): Yates, LLC
COVERAGE: **SEE COPY OF POLICY ON FILE IN LOCUST GROVE COMMUNITY DEVELOPMENT DEPARTMENT**
POLICY NUMBER: WC208520211001
EXPIRATION: 12/31/23

EXHIBIT "C"

PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: CONSTRUCTION MANAGEMENT SERVICES FOR LOCUST GROVE CITY HALL STRUCTURAL REPAIRS

OWNER: City of Locust Grove, Georgia

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, any and all labor and material bond rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the above project through the date indicated below.

This RELEASE and WAIVER shall inure to the benefit of and may be relied upon by OWNER.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials to the undersigned and all persons renting equipment to the undersigned have been paid in full.

DATED: _____ FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public

EXHIBIT "D"

FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

PROJECT: CONSTRUCTION MANAGEMENT SERVICES FOR LOCUST GROVE CITY HALL STRUCTURAL REPAIRS

OWNER: City of Locust Grove, Georgia

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, any and all labor and material bond rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the above project.

This RELEASE and WAIVER shall inure to the benefit of and may be relied upon by OWNER.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials to the undersigned and all persons renting equipment to the undersigned have been paid in full.

DATED: _____ FIRM: _____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public



Main Street Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: A resolution to reappoint members to the Locust Grove Events Committee

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: NA

Date Received: February 15, 2023

Workshop Date: February 20, 2023

Regular Meeting Date: N/A

Discussion:

Attached is a resolution to reappoint existing members of the Locust Grove Events Committee.

Recommendation:

I MOVE TO (APPROVE/DENY/TABLE) THE REAPPOINTMENT OF THE MEMBERS LISTED IN EXHIBIT A TO THE LOCUST GROVE EVENTS COMMITTEE.

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE LOCUST GROVE EVENTS COMMITTEE; 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 see that certain public events are key to the promotion of the health, prosperity and general welfare of the people; and

WHEREAS, the City adopted Chapter 14.04 to create the Locust Grove Events Committee to oversee the promotion, operation and coordination of certain civic events; and

WHEREAS, Section 14.04.040 provides for the Mayor to appoint members to serve on the Locust Grove Events Committee as approved by resolution of the Mayor and City Council; and,

WHEREAS, Mayor Price has indicated the Members at attached hereto and made part of this Resolution as **Exhibit “A”**; and,

WHEREAS, the City wishes to appoint these members in accordance with the Code of Ordinances of the City of Locust Grove.

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

1. **Appointment.** The Mayor, by and with the advice and consent of the City Council, hereby appoints the Locust Grove Events Committee as attached hereto and incorporated herein as **Exhibit “A”**, whose term will expire February 22, 2024.
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 20th day of February, 2023.

ROBERT S. PRICE, MAYOR

ATTEST:

MISTY SPURLING, City Clerk
(seal)

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

**MEMBERS OF THE LOCUST GROVE EVENTS COMMITTEE
FOR CALENDAR YEAR 2023**

<i>Appointee</i>	<i>Title – Position on Committee</i>
Robert Price	Mayor
Barbara Price	Volunteer
Michelle Jackson	Volunteer - Secretary
Willie Taylor	Councilman – Volunteer
Keith Boone	Councilman – Volunteer
Carlos Greer	Councilman - Volunteer
Sarah Brown	City Customer Service Rep.
Derrick Austin	Chief of Police- Chair
Jennifer Adkins	Assistant City Clerk - Treasurer
Colleen Cook	Main Street Program Manager



Main Street Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Discussion to permit Main Street Inc. to host fundraiser on the front lawn or one of the city parks: Junkin' in the Grove Vintage Market & Rummage Sale

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: NA

Date Received: February 15, 2023

Workshop Date: February 20, 2023

Regular Meeting Date: N/A

Discussion:

Locust Grove Main Street Inc. would like to hold a vintage and used goods sale community event as a fundraiser in September 2023. This event will raise funds for the façade grant program and beautification projects in our historic downtown. The proposed event includes the possibility of having vendors and food trucks. The Main Street Inc. board is requesting permission to utilize the front lawn, Claude Gray Park, or City Park for the event, as well as partnership with the city in supporting the event. The Events Committee discussed this event and its support in general of the Main Street Inc. board by providing Main Street Program staff, public works and police assistance. The Events Committee recommends the event be held downtown on Cleveland Street or at Claude Gray Park to promote our historic downtown area. It also recommends the event be held in September.

Recommendation:

I MOVE TO (APPROVE/DENY/TABLE) MAIN STREET INC. TO HOST A FUNDRAISING EVENT, “JUNKIN’ IN THE GROVE” IN PARTNERSHIP WITH THE CITY OF LOCUST GROVE EVENTS COMMITTEE DURING SEPTMEBER 2023.



SPECIAL EVENTS PERMIT APPLICATION

Applicant: <u>David Standard</u>	Submittal Date: <u>2/15/2023</u>
Organization: <u>Main Street Inc.</u>	Event Date(s)*: <u>September 2023</u>
Type of Event: <u>Vendor & Food Truck fundraiser</u>	Event Time(s): <u>8am-3PM</u>

***Please provide the following information a minimum of fifteen (15) 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:	<u>2428 South Ola Road Locust Grove</u>
Location of the Event:	<u>City Hall front lawn, City Park, OR Claude Gray Park</u>
Name and telephone number of onsite contact who will be onsite for the duration of the event.	<u>David Standard 770-351-6919</u>
Description of the nature of the special event:	<u>Vintage Market & Rummage Sale with vendors & food trucks</u>
Identify sponsors and/or merchants participating in the event.	<u>Main Street Inc.</u>
Identify types of goods to be sold*, if any <i>*Additional permits may be required</i>	<u>Vendors will be selling second-hand goods, food trucks will sell food items</u>
Duration of the event (including setup and take down)	<u>6 AM - 4 PM (10 hours)</u>
Description of music/entertainment*: <i>*City's Noise Ordinance prohibits loud music/voices after midnight.</i>	<u>None</u>

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, attach a proposed route for review and approval
 - List number of police officers/public works staff requested – additional fees may apply
- 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.
- Complete the attached "Georgia Bureau of Investigation – Georgia Crime Information Center Consent Form" for a background check.
- Complete the attached "E-Verify Affidavit"
- Complete the attached "Affidavit Verifying Status for Receipt of Public Benefits"
- All fees are payable to the City of Locust Grove as follows:
 - \$150 for fundraisers, community outreach events,
 - \$250 for temporary for-profit events

Signature: Colleen Cook Date: 2/15/2023
 on behalf of LG Main Street Inc.



Community Development Department

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

Item Coversheet

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

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

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

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

Advertised Date: **N/A**

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

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

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

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

Discussion:

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

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

The most recent revisions are as follows:

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

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

Recommendation:

Staff recommends APPROVAL of this Resolution.

RESOLUTION NO. _____

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

WITNESSETH:

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

WHEREAS, the Georgia Department of Transportation (“GDOT”) is organized by the State of Georgia for the planning, designing, construction and maintenance of roads and bridges throughout the State; and,

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

WHEREAS, the is aware that the Project has certain effects regarding the city’s utilities within the Project Area that must be addressed with a Memorandum of Understanding; and,

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

WHEREAS, the City seeks to use Turnipseed Engineers as their designation as “City Engineer” to perform the design related to the utilities affected by the Project; and,

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

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

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

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

WHEREAS, the second revised MOU includes the following revisions:

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

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

WHEREAS, the Mayor and Council believe that acceptance of the revised MOU with GDOT to advance this Project in the best interest of the County and the City, and their citizens;

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

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

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

ROBERT S. PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk

City Attorney

(seal)

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

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

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

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

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

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

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

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

1. Type of Utility

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

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

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

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

2. New Utility Facilities Proposed (Betterment)

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

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

[Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)

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

3. Assignment of Responsibilities for Design and Construction

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

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

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

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

- Design
- Construction

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

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

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

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

Design
Construction

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

Design
Construction

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

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

None

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

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

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

Design
Construction

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

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

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

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

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

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

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

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

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

[signature page follows]

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

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

(Signature)

Robert Price, Mayor

ATTEST:

Misty Sparling, City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED FOR THE DEPARTMENT BY:

(Signature)

STATE UTILITIES ADMINISTRATOR

Click or tap to enter a date.
(Date)

Click or tap to enter a date.
(Date)

Exhibit A

OWNER Pre-Approved Contractor List

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

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

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

Please provide a minimum of three.

OWNER Pre-Approved Design Consultant List

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

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

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

Please provide a minimum of three.

Exhibit B

To be completed after the Project is awarded

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

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

Date _____, 20_____

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

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

P.I. No. , Description, County

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

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

Signed by _____ Title _____
(Officer of Organization)

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

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

Exhibit C

To be completed after the Project is awarded

Original 12/22/2022

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

Date _____, 20_____

We, _____

(UTILITY/RAILROAD OWNER)

Address: _____

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

P.I. No. XXXXXXXX- DESCRIPTION

XXXXXXXXXXXX COUNTY

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

Signed by _____ Title _____
(Officer of Organization)

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

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



Community Development Department

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

Item Coversheet

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

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Budget Item: **Federal & Local funds**

Workshop Date: **February 20, 2023**

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

Discussion:

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

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

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

Eligible projects include, but are not limited to:

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

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

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

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

Recommendation:

Approval

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; TO ACCEPT THE JACKSON STREET INFRASTRUCTURE IMPROVEMENTS PROJECT AS A CANDIDATE FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING; TO PROVIDE SEVERABILITY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, federal monies are available under the Community Development Block Grant (“CDBG”) Program, funded by the U.S. Department of Housing and Urban Development, and administered by the Henry County Board of Commissioners (“Henry County CDBG”) for the purpose of infrastructure improvements; and,

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

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

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

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

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

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

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

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

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

ROBERT S. PRICE, Mayor

ATTEST:

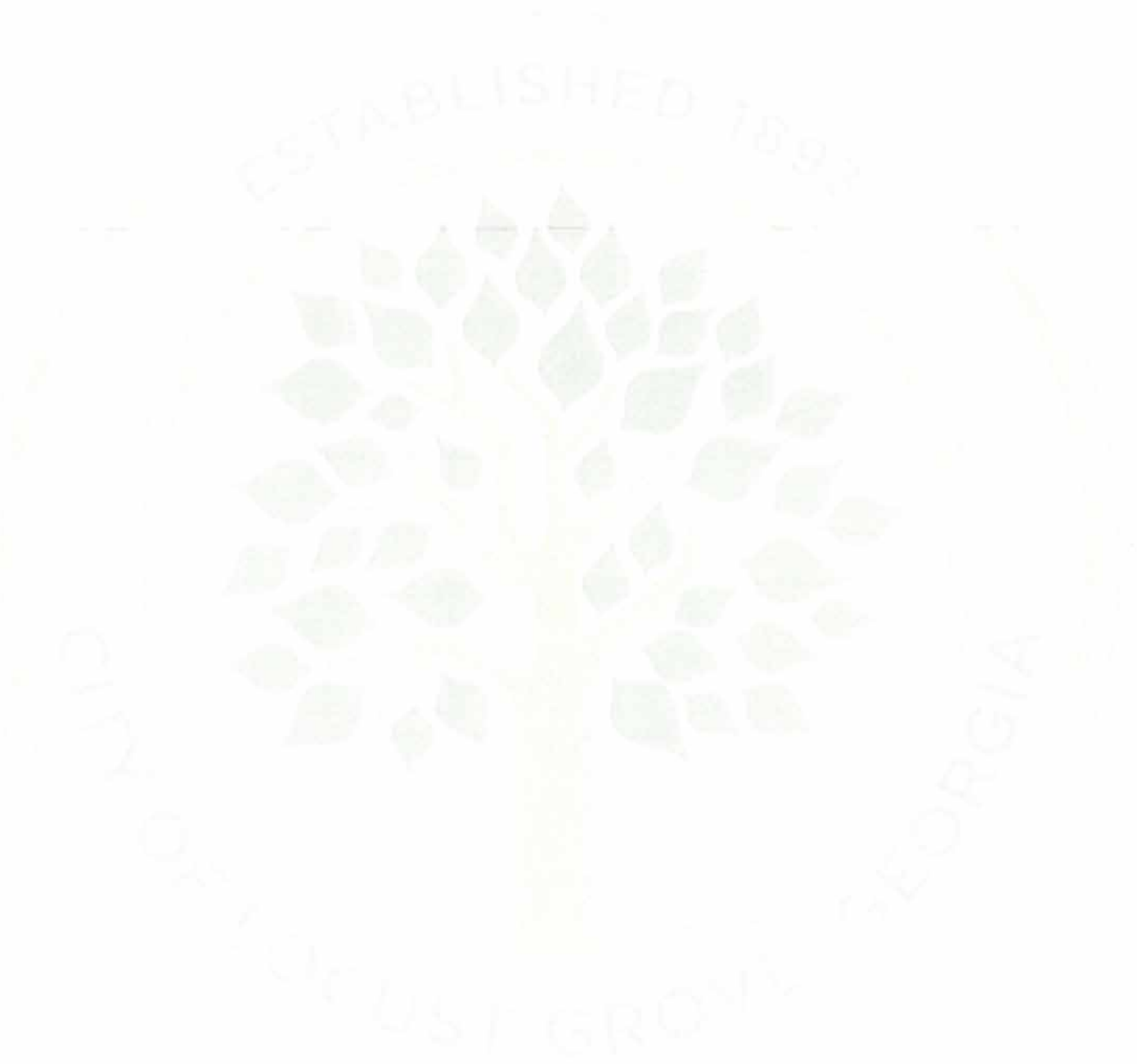
APPROVED AS TO FORM:

Misty Spurling, City Clerk

City Attorney

(seal)

EXHIBIT A





JACKSON STREET INFRASTRUCTURE IMPROVEMENTS: CDBG PROJECT



Community Development Department

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

Item Coversheet

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

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: No

Date Received: January 17, 2023

Workshop Date: February 20, 2023

Regular Meeting Date: March 6, 2023

Discussion:

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

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

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

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

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

Chapter 15.44 Architectural Review

15.44.050 - Exterior materials standards.

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

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

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

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

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

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

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

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

Recommendation:

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

RESOLUTION NO. _____

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

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

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

THIS RESOLUTION adopted this 6th day of March 2023

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

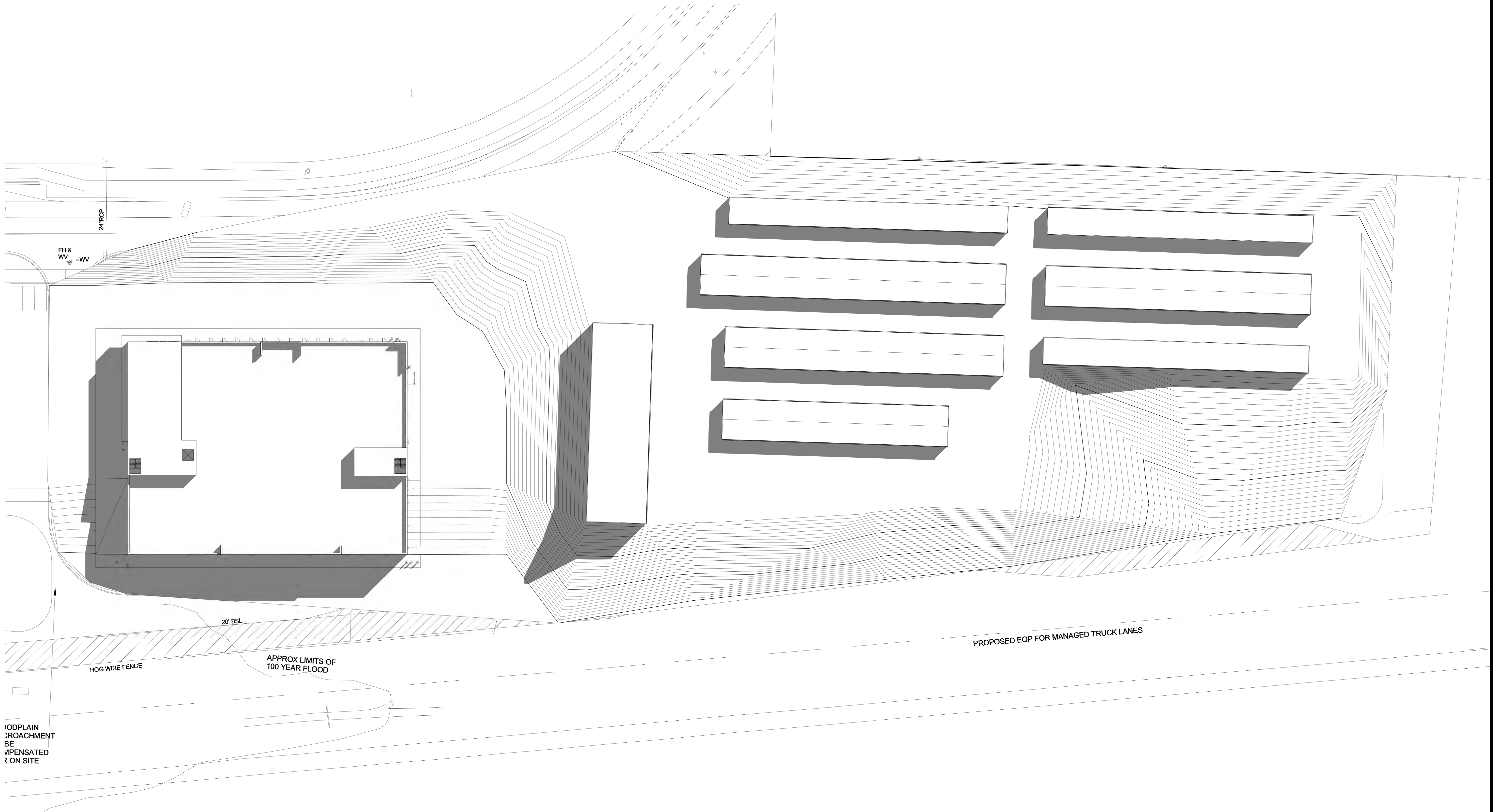
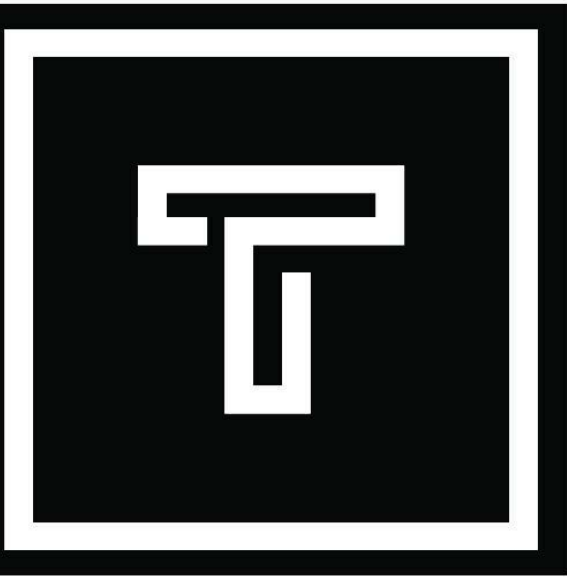
(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

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



Copyright:
These documents, as instruments of service, and the design represented are the property of MSSI | Tate Architecture PLLC. Use of these documents or the design without the written authorization of MSSI | Tate Architecture PLLC is prohibited. The files attached herein are and shall remain the exclusive property of MSSI | Tate Architecture PLLC. Any reuse, change, amendment, alteration or other re-transmission of these files, without the express written consent of MSSI | Tate Architecture PLLC, is prohibited. All information is the sole property of MSSI | Tate Architecture PLLC and is protected as follows: The attached documents, as instruments of service, and the designs and concepts represented are protected by copyright and other U.S. and/or foreign laws and are the exclusive property of MSSI | Tate Architecture PLLC. © 2022

Commission:

LOCUST GROVE, GA

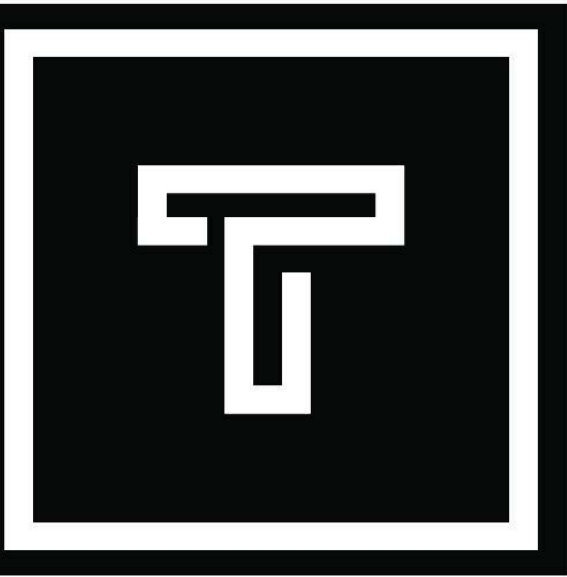
Commission Number:

XXXXXX

Issue Date:

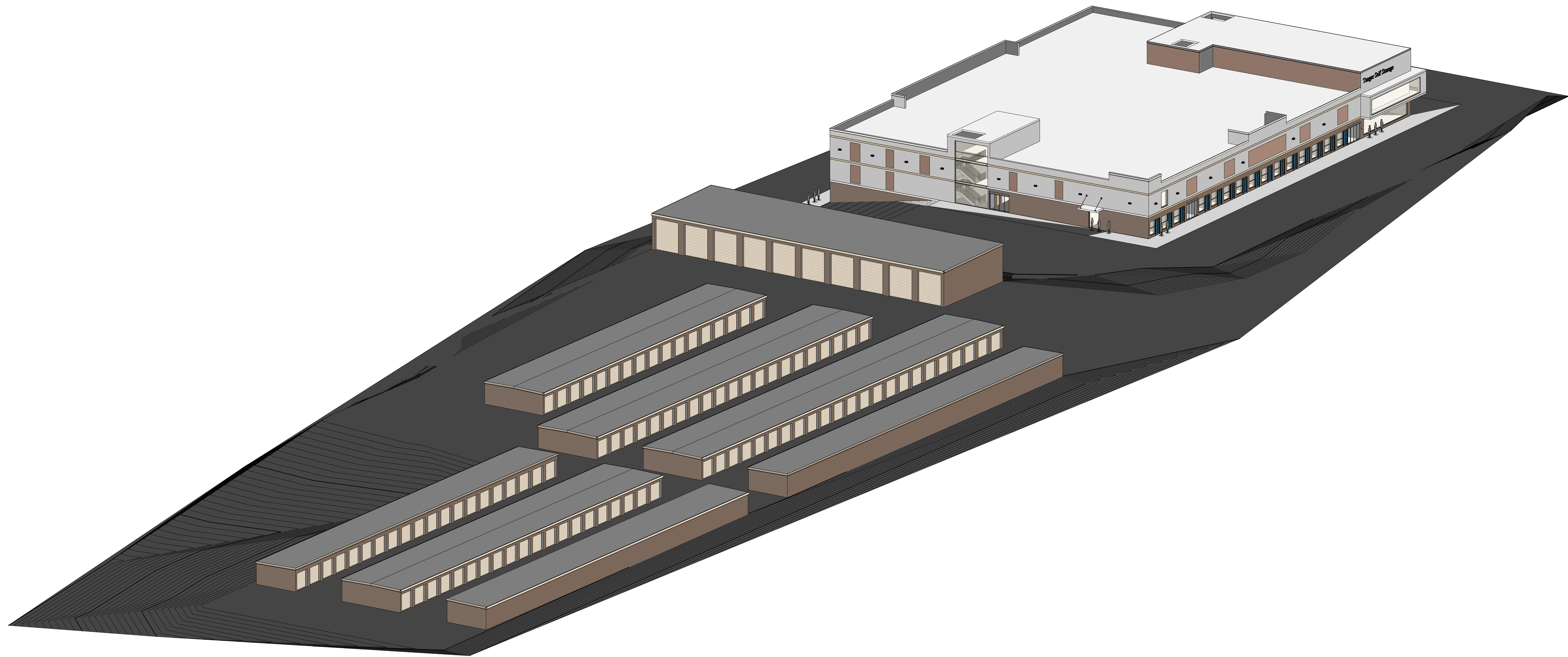
01-06-2023

Revisions:



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

Owner Review Submission
Not for Permit or Construction



AD201.1.1 - Axon 2

Copyright:
These documents, as instruments of service, and the design represented are the property of MSSI | T Group LLC | Tate Architecture PLLC. Use of these documents or the design without the written authorization of MSSI | T Group LLC | Tate Architecture PLLC is prohibited.
The files attached herein are and shall remain the exclusive property of MSSI | T Group LLC | Tate Architecture PLLC. Any reuse, change, amendment, alteration or other re-transmission of these files, without the express written consent of MSSI | T Group LLC | Tate Architecture PLLC, is prohibited.
All information is the sole property of MSSI | T Group LLC | Tate Architecture PLLC and is protected as follows:
The attached documents, as instruments of service, and the designs and concepts represented are protected by copyright and (if applicable) trade dress and are the intellectual property of MSSI | T Group LLC | Tate Architecture PLLC. © 2022

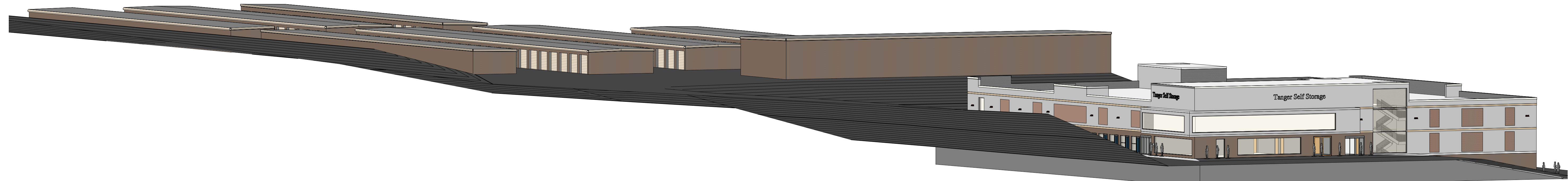
Commission:

LOCUST GROVE, GA

Commission Number:
[XXXXXXXX]

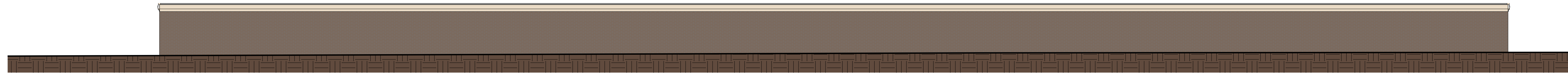
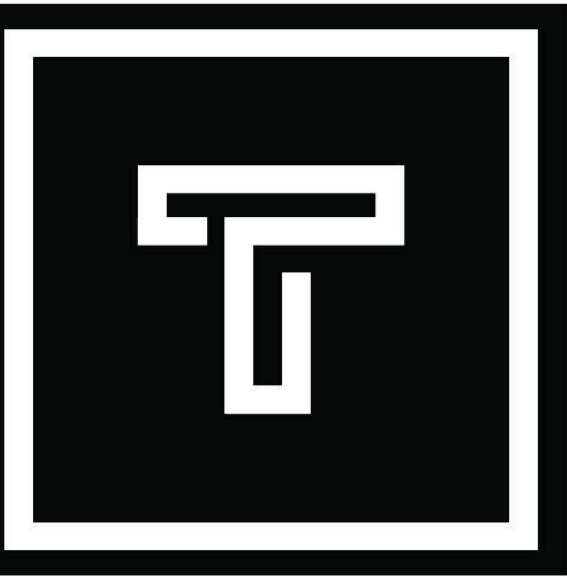
Issue Date:
01-06-2023

Revisions:



AD201.1.2 - Axon 1

Architectural-
Axon Views



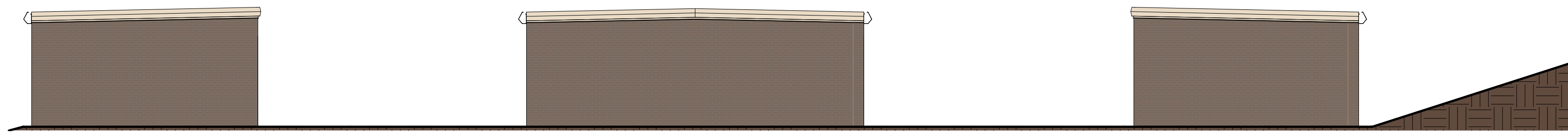
AD400.3.1 - EAST ELEVATION PHASE 2 (FACING TANGER BLVD)

1/8" = 1'-0"



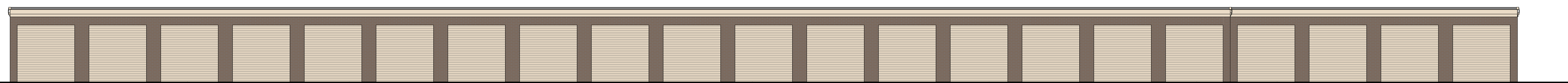
AD400.3.2 - NORTH ELEVATION PHASE 2 (FACING TANGER BLVD)

1/8" = 1'-0"



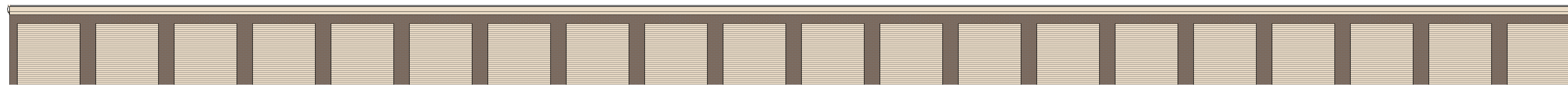
AD400.3.3 - SOUTH ELEVATION PHASE 2

1/8" = 1'-0"



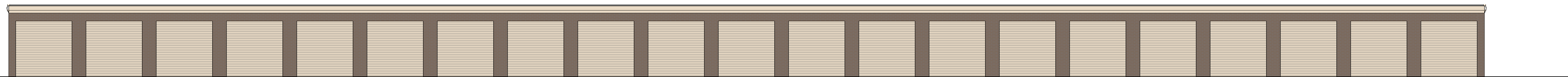
AD400.3.4 - WEST ELEVATION PHASE 2

1/8" = 1'-0"



AD400.3.5 - EAST ELEVATION PHASE 2 TYPICAL INTERIOR

1/8" = 1'-0"



AD400.3.6 - WEST ELEVATION PHASE 2 TYPICAL INTERIOR

1/8" = 1'-0"

Copyright:
These documents, as instruments of service, and the design represented are the property of MSSI | 7 Group LLC | Tate Architecture PLLC. Use of these documents or the design without the written authorization of MSSI | 7 Group LLC | Tate Architecture PLLC is prohibited. The files attached herein are and shall remain the exclusive property of MSSI | 7 Group LLC | Tate Architecture PLLC. Any reuse, change, amendment, alteration or other re-transmission of these files, without the express written consent of MSSI | 7 Group LLC | Tate Architecture PLLC, is prohibited. All information is the sole property of MSSI | 7 Group LLC | Tate Architecture PLLC and is protected as follows: The attached documents, as instruments of service, and the designs and concepts represented are protected by copyright and (if applicable) trade secret laws and are the exclusive property of MSSI | 7 Group LLC | Tate Architecture PLLC. © 2022

Commission:

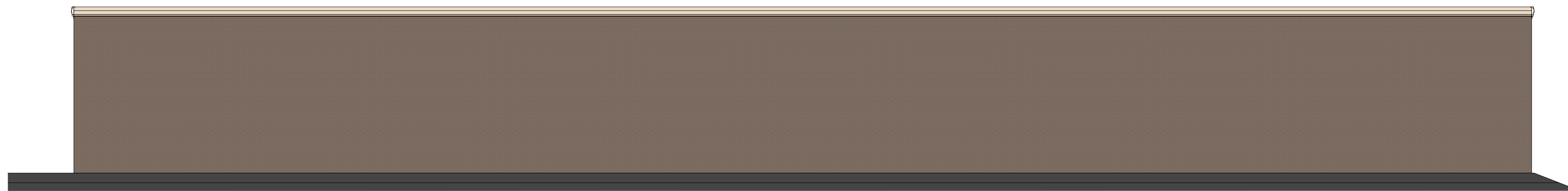
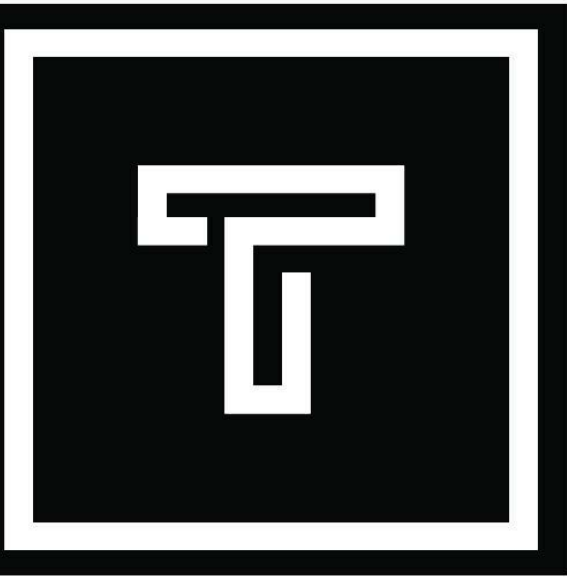
LOCUST GROVE, GA

Commission Number:

Issue Date:

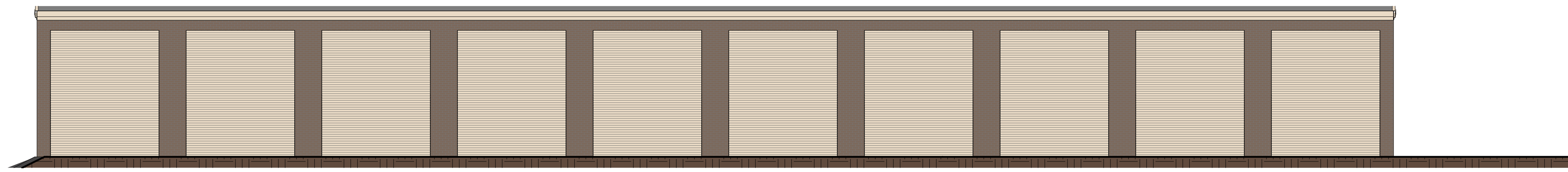
01-06-2023

Revisions:



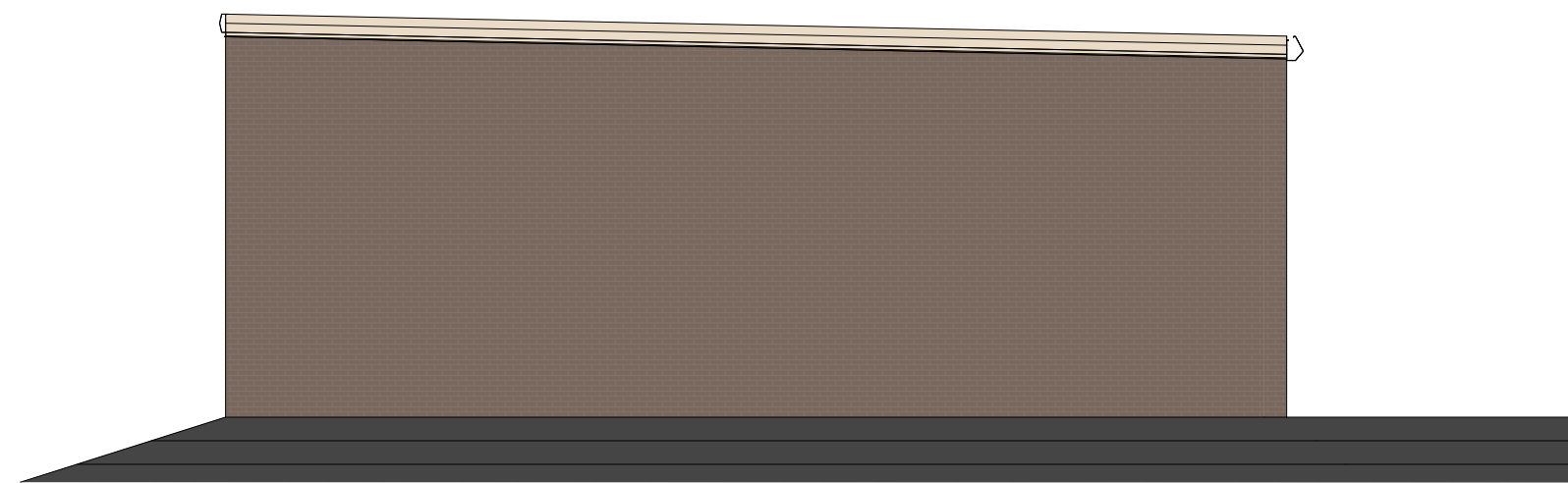
AD400.4.1 - NORTH ELEVATION RV PHASE 2(FACING TANGER BLVD)

1/8" = 1'-0"



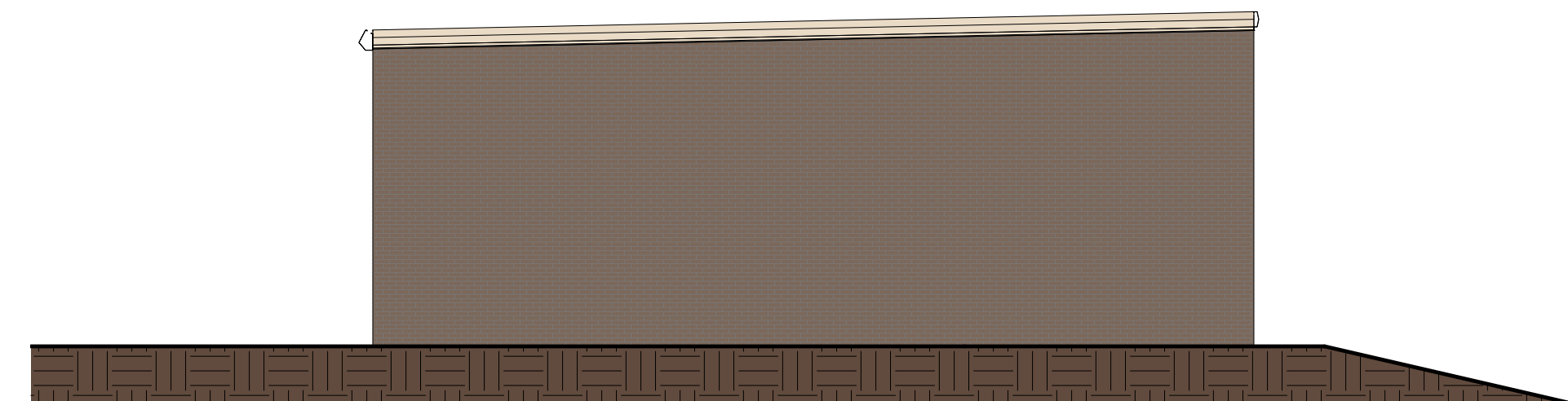
AD400.4.2 - SOUTH ELEVATION RV PHASE 2

1/8" = 1'-0"



AD400.4.3 - WEST ELEVATION RV PHASE 2

1/8" = 1'-0"



AD400.4.4 - EAST ELEVATION RV PHASE 2

1/8" = 1'-0"

Copyright:
These documents, as instruments of service, and the design represented are the property of MSSI | 7 Group LLC | Tate Architecture PLLC. Use of these documents or the design without the written authorization of MSSI | 7 Group LLC | Tate Architecture PLLC is prohibited.
The files attached herein are and shall remain the exclusive property of MSSI | 7 Group LLC | Tate Architecture PLLC. Any reuse, change, amendment, alteration or other re-transmission of these files, without the express written consent of MSSI | 7 Group LLC | Tate Architecture PLLC, is prohibited.
All information is the sole property of MSSI | 7 Group LLC | Tate Architecture PLLC and is protected as follows:
The attached documents, as instruments of service, and the design and concepts represented are protected by copyright and other U.S. and/or foreign laws and are the intellectual property of MSSI | 7 Group LLC | Tate Architecture PLLC. © 2023

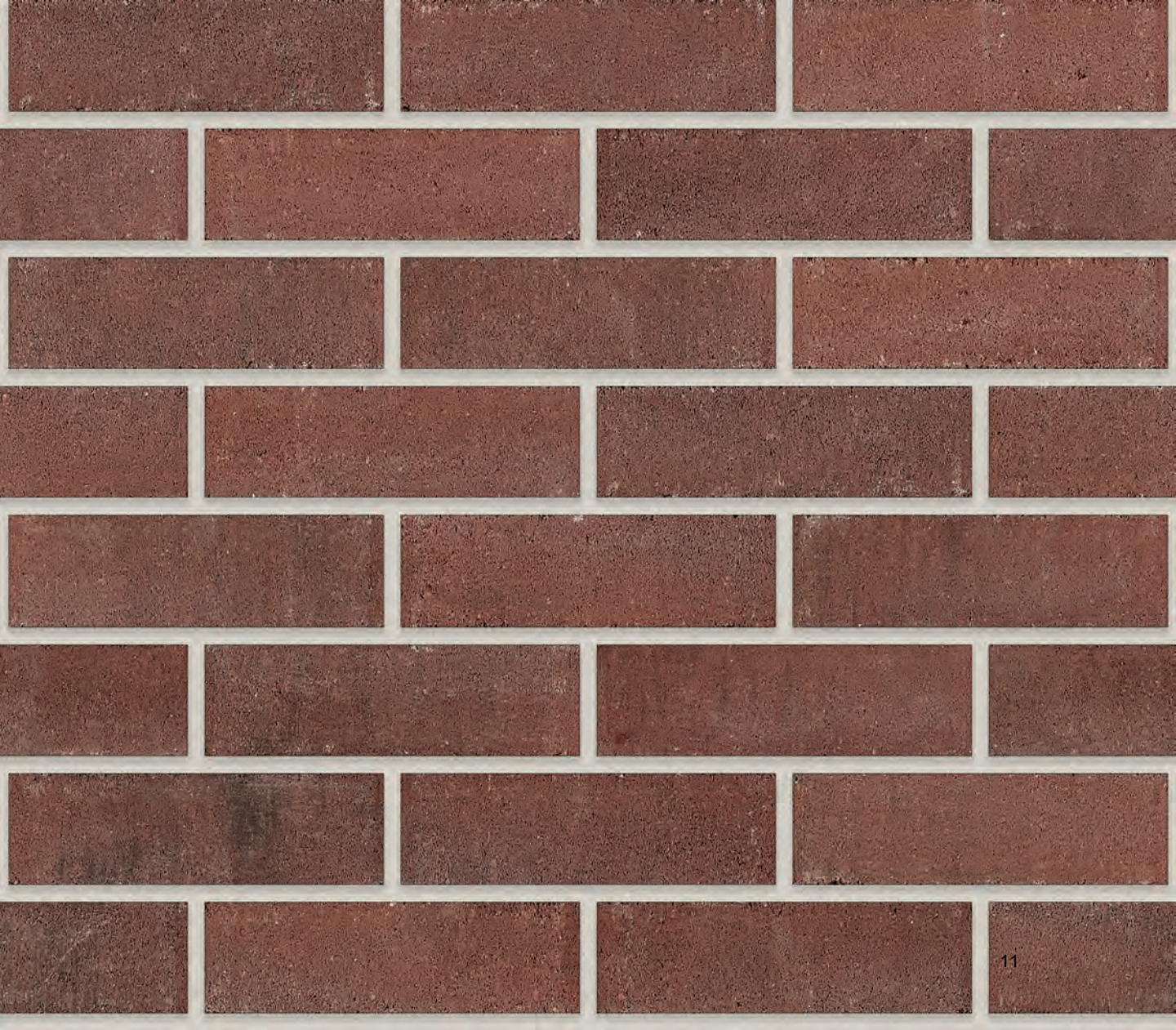
Commission:

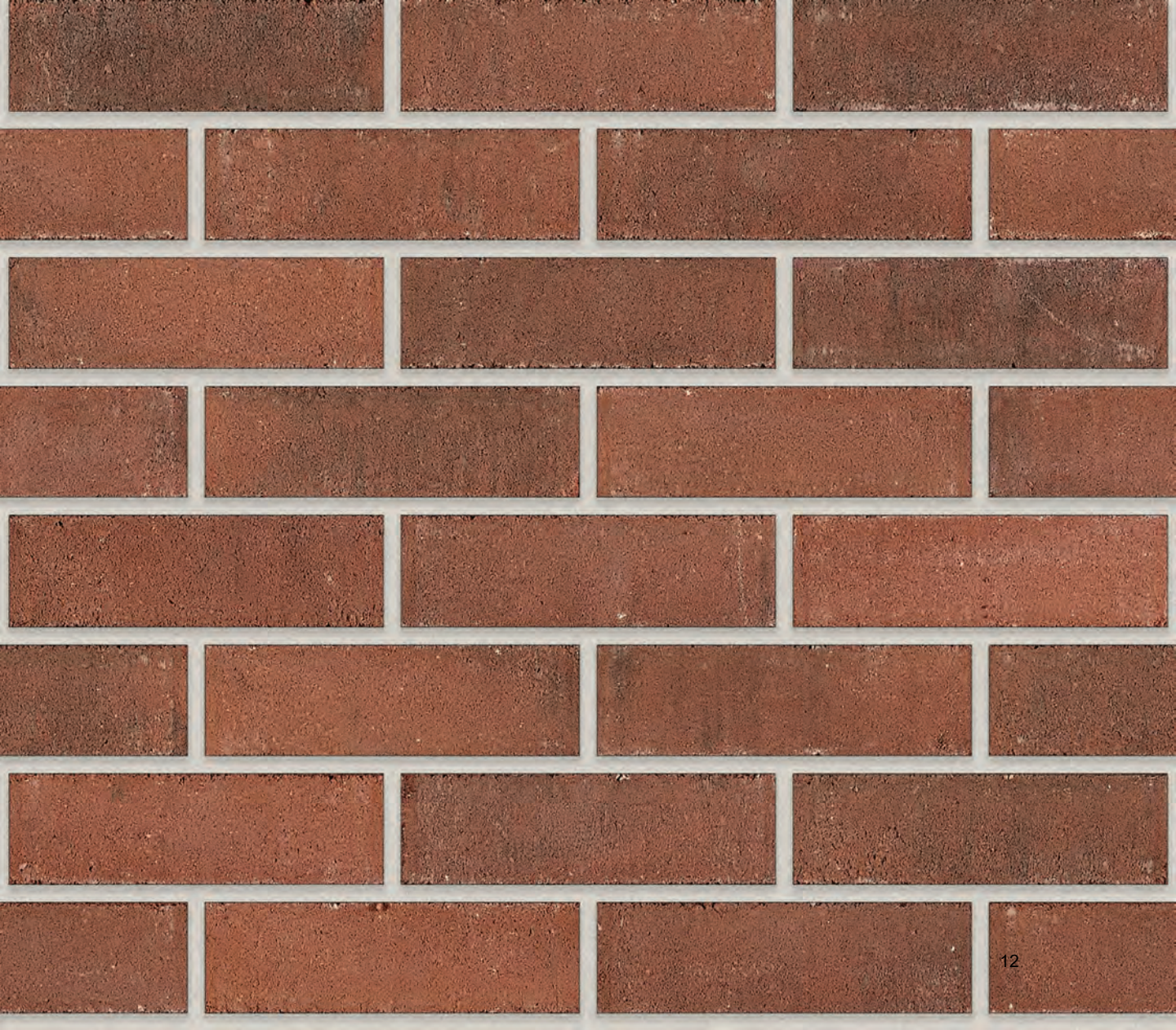
LOCUST GROVE, GA

Commission Number:
[XXXXXXXX]

Issue Date:
01-06-2023

Revisions:











Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Resolution for the I-75 Central Corridor Coalition

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

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

Date Received: February 15, 2023

Workshop Date: February 20, 2023

Regular Meeting Date: March 6, 2023

Discussion:

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

Recommendation:

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

RESOLUTION NO. _____

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

ROBERT S. PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk
(seal)

City Attorney



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

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



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

2023 DUES INVOICE

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

Date of Invoice: January 10, 2023

Invoice Number: 2023-016

DESCRIPTION OF SERVICES

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

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

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