



## Community Development Department

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

# Item Coversheet

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**Item:**            **Review of proposed landscape plan for CarMax to be located on Price Drive.**

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

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

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

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

**Budget Item:**                **No**

**Date Received:**            **April 4, 2023**

**Workshop Date:**            **April 17, 2023**

**Regular Meeting Date:**    **May 1, 2023**

### **Discussion:**

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CarMax has submitted a request for an administrative variance to reduce landscaped buffering, reduce landscaped/planted areas on the interior of the site, and reduce tree re-plantings. These three requests combined exceed the typical scope of Administrative Variances. Consequently, the proposed landscape plan is being brought to the City Council for comment.

The applicant is seeking a reduction in the required vegetated buffer from 50' to 30' due to site constraints. The applicant has agreed to install an opaque privacy fence along the perimeter of the property to help mitigate the proposed buffer reduction. The applicant shall install a decorative vinyl privacy fence in the portion of the site that borders residential areas.

The applicant also requests a reduction in landscaped/planted areas surrounding the industrial buildings and storage areas within the privacy fence. They request that only areas visible from the public right-of-way be fully landscaped.

Lastly, the applicant requests a reduction in the number of replacement trees required by the City's tree ordinance. Tree replacement presents a challenge due to the high point value for the removal of existing specimen trees and existing site constraints.

**Recommendation:**

**Staff requests that the City Council approve or deny our proceeding with approving the proposed landscape plan that is outside the typical scope of administrative authority.**

**Should the Council approve, Staff will require the following to be shown on the landscape plan:**

- 1) The Applicant shall install an opaque privacy fence measuring six (6) to eight (8) feet high along the perimeter of the property to mitigate the buffer reduction from 50' to 30'. This opaque privacy fence shall have a decorative, residential character in areas bordering single-family homes.**
- 2) All areas visible from public right-of-way shall be landscaped in accordance with the City of Locust Grove Code of Ordinances Section 15.42**
- 3) Replacement trees shall be planted in accordance with the landscape plan dated February 10, 2023.**

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

**AN ORDINANCE TO APPROVE THE PROPOSED LANDSCAPE PLAN FOR CARMAX LOCATED ON PRICE DRIVE IN LAND LOT 234 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

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

**WHEREAS**, CarMax requested an administrative waiver from regulations specific to landscaping located on Price Drive (Parent Parcel ID # 111-01015000) in land lot 234 of the 2nd District (the “Property), attached hereto as **Exhibit A**; and,

**WHEREAS**, the Applicant filed a request for a Landscape Approval on April 3, 2023 as shown in the Letter of Intent attached hereto and incorporated herein by reference as **Exhibit B**; and,

**WHEREAS**, the Applicant’s request has been reviewed by the Mayor and City Council at a Workshop Meeting held on April 17, 2023, as well as by the City Community Development Director; and,

**WHEREAS**, the requested waiver exceeds the typical scope of administrative authority, therefore Staff requests the City Council approve or deny Staff’s proceeding with the landscape plan dated February 10, 2023; and,

**WHEREAS**, the Mayor and City Council have reviewed and considered the Applicant’s request and both the recommendations of City staff.

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

- 1.

- ( ) That the request for waiver is hereby **APPROVED**.
- ( ) That the request for waiver is hereby **DENIED**.

2.

That the use of the Property is subject to:

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

**SO ORDAINED** by the Council of this City this 1<sup>st</sup> day of May 2023.

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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

## **EXHIBIT A**



EXISTING TREE DENSITY UNIT TABLE						
DBH (Inches)	DENSITY UNIT VALUE	QTY	HW POINT VALUE	SUBTOTALS	SPECIMEN DU'S SUBTOTAL	POINTS SUBTOTAL
4	0.1	42	8	4.2		336
5	0.1	80	8	8		640
6	0.2	37	8	7.4		296
7	0.2	33	8	6.6		264
8	0.4	82	8	32.8		656
9	0.4	15	10	6		150
10	0.6	58	10	34.8		580
11	0.6	37	10	22.2		370
12	0.8	41	10	32.8		410
13	0.8	46	15	36.8		650
14	1.2	27	15	32.4		405
15	1.2	28	15	31.2		390
16	1.8	20	15	36		300
17	1.8	5	15	9		75
18	1.8	21	15	37.8		315
19	1.8	14	15	25.2		210
20	2.6	24	15	62.4		360
21	2.6	1	15	2.6		15
22	2.6	23	15	64.4		345
23	2.8	17	15	47.6		255
24	3.4	2	20	13.6	13.6	40
25	3.4	2	20	13.6	13.6	40
26	3.8	1	20	7.6	7.6	20
27	3.8	1	20	7.6	7.6	20
28	4	5	20	40	40	100
30	4.4	2	20	17.6	17.6	40
31	4.4	1	20	8.8	8.8	20
33	4.6	1	20	9.2	9.2	20
34	5	1	20	10	10	20
45+	10	1	20	20	20	20
				<b>514</b>	<b>148</b>	<b>5866</b>

TOTAL DU'S SAVED	662
TOTAL POINTS FROM SAVED TREES	5866

SPECIMEN TREES TO BE REMOVED				
DBH (Inches)	DENSITY UNIT VALUE	QTY	RECOMPENSE 3X DU	SUBTOTALS
24	3.4	2	3	20.4
25	3.4	1	3	10.2
26	3.8	3	3	34.2
27	3.8	2	3	22.8
				<b>87.6</b>

TOTAL DU's to Recompense

**LANDSCAPE REQUIREMENTS**

**A. SITE DENSITY** 15.38

- REQUIRED**
- SDF - EDF = RDF  
 SDF: 50.14 Acres x 20 DU's = 1002.8  
 EDF: 662 (Refer to Sheet L-001) = 662  
 RDF: 1002.8 - 662 = 340.8 DU's
  - No more than 30% of all trees planted for replacement. Density credit may be of any one species
  - No more than 10% of all trees planted for replacement density credit may be pine trees.

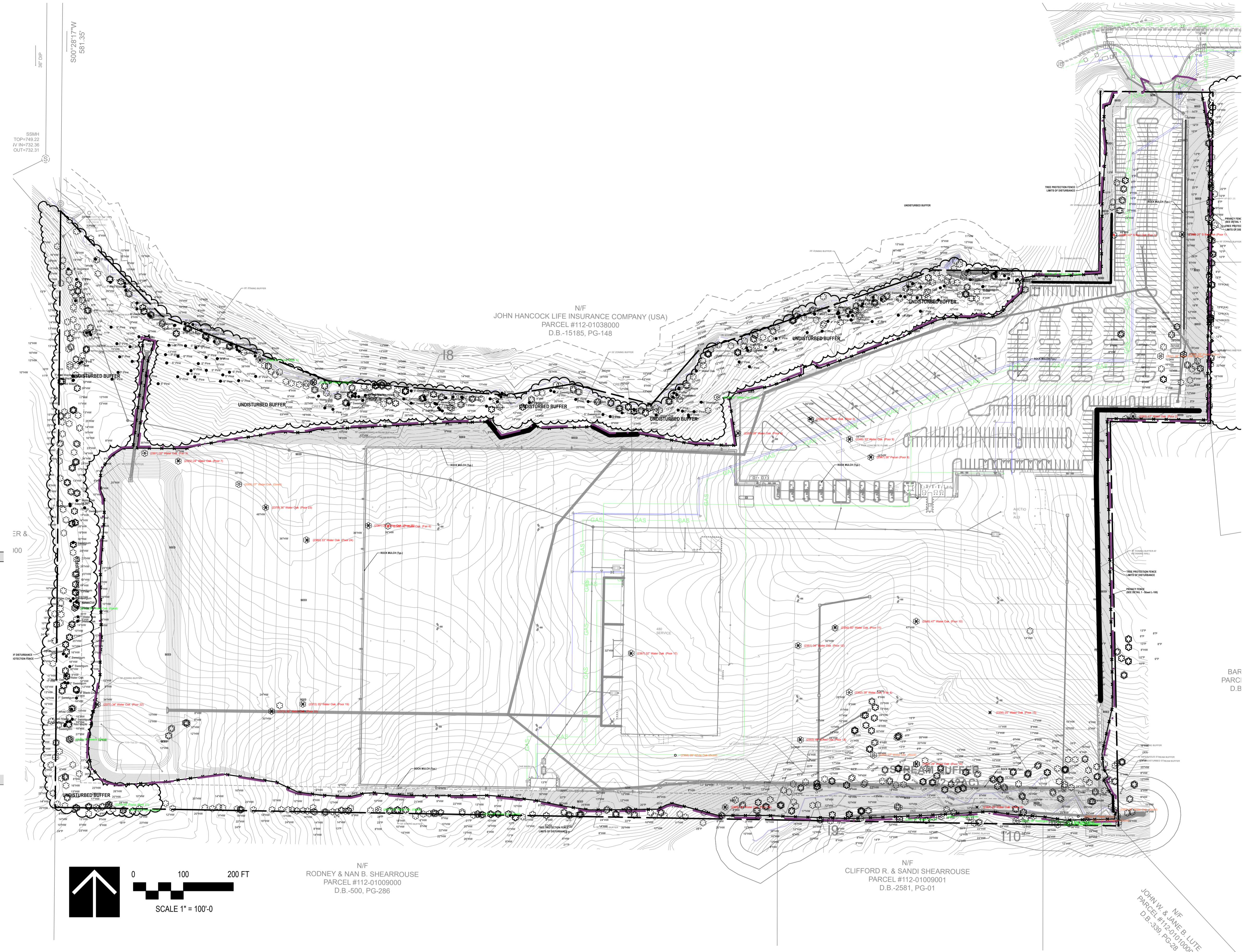
**PROVIDED**

Qty:	Tree:	DU Value:	
9	2" Cal. Trident Maple	.4	= 3.6
24	3" Cal. Crepe Myrtle	.5	= 12
30	4" Cal. Magnolia	.6	= 18
25	4" Cal. Black Gum	.6	= 15
36	4" Cal. Willow Oak	.6	= 21.6
16	4" Cal. Bald Cypress	.6	= 9.6
32	4" Cal. Chinese Elm	.6	= 19.2
			<b>99 Total DU's provided</b>
			<b>= 241.8 DU's Needed</b>

- No more than 21% of any one species is planted: (36) Willow Oak
- No pine trees proposed

**B. PLANTING REQUIREMENT SCHEDULE** 15.42

- REQUIRED**
- For any development, the point schedule shall be satisfied. 25% of the points shall be accounted for by hardwood overstory trees and at least 50% of the points shall be accounted for by a combination of overstory trees and understory trees.  
 Total Site Area: 2,183,977 SF  
 Total Paved Area: 1,211,825 SF  
 $(2,183,977 / 400) + (1,211,825 / 200) = 11,519$  Total Points
  - Interior drive aisles shall have one overstory tree per 45 LF, or portion thereof, on each side of any proposed drive aisle.
  - There shall be landscaped areas a minimum of four feet wide immediately adjacent to buildings on all four sides. Trees, shrubs, sod, or other ground cover shall be placed in those landscaped areas.
  - Vehicle use areas designed to accommodate more than twenty automobiles are required to install interior landscaped areas such as islands, peninsulas, and medians so that no more than twelve adjacent parking spaces exist without a landscaped separation at least eight feet in width.
- PROVIDED**
- 5,866 Existing Points (See sheet L-001 for breakdown) + 695 Proposed Points = 5,931 Total Points
  - Interior drive aisles have trees on both sides spaced at 35 LF
  - Landscaped areas are provided on side of parking
  - Parking landscape islands are spaced no more than 12 spaces apart.



**Price Dr**

**Specimen Tree Report**

Tree #	Species	DBH	Condition	Comments
2289	Quercus falcata S Red Oak	27"	Poor	Poor 1: Major trunk wound at root flair with hollow. Pic 1
2290	Quercus falcata S Red Oak	42"	Fair	Fair 1: U split. Pic 2
2291	Quercus nigra Water Oak	26"	Good	Tree is in good health.
2292	Liriodendron tulipifera Poplar	26"	Good	Tree is in good health.
2293	Quercus nigra Water Oak	47"	Poor	Poor 2: Split with included bark. Pic 3
2294	Quercus nigra Water Oak	27"	Fair	Fair 2: Asymmetrical canopy. Pic 4
2295	Quercus nigra Water Oak	28"	Good	Tree is in good health.
2296	Quercus nigra Water Oak	30"	Poor	Poor 3: Split with included bark. Pic 5
2297	Quercus nigra Water Oak	28"	Poor	Poor 4: Major trunk wound with hollow. Pic 6
2298	Quercus alba White Oak	30"	Good	Tree is in good health.
2299	Liriodendron tulipifera Poplar	28"	Poor	Poor 5: Major trunk wound with hollow. Pic 7
2300	Liriodendron tulipifera Poplar	30"	Poor	Poor 6: Major trunk wound with hollow. Pic 8
2301	Quercus nigra Water Oak	32"	Fair	Fair 3: One major limb loss. Pic 9
2302	Quercus nigra Water Oak	24"	Poor	Poor 7: Dieback in canopy and mistletoe throughout. Pic 10
2303	Quercus nigra Water Oak	27"	Good	Tree is in good health.

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2347	Carya illinoensis Pecan	26"	Poor	Poor 8: Split with included bark. Pic 11
2348	Quercus nigra Water Oak	33"	Poor	Poor 9: Decline with mistletoe throughout canopy. Pic 12
2349	Quercus nigra Water Oak	47"	Poor	Poor 10: Major trunk wound with hollow and mistletoe throughout canopy. Pic 13
2350	Quercus nigra Water Oak	50"	Poor	Poor 11: Major leader loss and split with included bark. Pic 14
2351	Quercus nigra Water Oak	34"	Poor	Poor 12: Declining canopy with mistletoe throughout and major trunk wound at root flair. Pic 15
2352	Quercus nigra Water Oak	28"	Fair	Fair 4: Minor decline with some mistletoe. Pic 16
2353	Quercus falcata S Red Oak	49"	Poor	Poor 13: Split with included bark and major trunk wound. Pic 17
2354	Quercus nigra Water Oak	27"	Good	Tree is in good health.
2355	Quercus nigra Water Oak	28"	Poor	Poor 14: Split with included bark. Pic 18
2356	Quercus nigra Water Oak	25"	Poor	Poor 15: Decline with mistletoe throughout canopy. Pic 19
2357	Quercus nigra Water Oak	26"	Good	Tree is in good health.
2358	Liriodendron tulipifera Poplar	24"	Good	Tree is in good health.
2359	Liquidambar styraciflua Sweetgum	24"	Good	Tree is in good health.
2360	Liquidambar styraciflua Sweetgum	34"	Good	Tree is in good health.
2361	Quercus falcata S Red Oak	24"	Good	Tree is in good health.

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**Price Dr**

2362	Quercus falcata S Red Oak	33"	Good	Tree is in good health.
2363	Liquidambar styraciflua Sweetgum	28"	Good	Tree is in good health.
2364	Quercus nigra Water Oak	26"	Poor	Poor 16: Decline and major dead leader. Pic 20
2365	Liriodendron tulipifera Poplar	31"	Good	Tree is in good health.
2366	Liriodendron tulipifera Poplar	48"	Fair	Fair 5: U split. Pic 21
2367	Quercus nigra Water Oak	32"	Poor	Poor 17: Decline with mistletoe throughout canopy. Pic 22
2368	Quercus alba White Oak	25"	Good	Tree is in good health.
2369	Quercus nigra Water Oak	34"	Poor	Poor 18: Split with included bark. Pic 23
2370	Quercus nigra Water Oak	26"	Good	Tree is in good health.
2371	Quercus nigra Water Oak	24"	Good	Tree is in good health.
2372	Quercus nigra Water Oak	35"	Poor	Poor 19: Major trunk wound with hollow. Pic 24
2373	Quercus nigra Water Oak	30"	Poor	Poor 20: Major trunk wound with hollow. Pic 25
2374	Liriodendron tulipifera Poplar	28"	Good	Tree is in good health.
2375	Liriodendron tulipifera Poplar	28"	Poor	Poor 21: Major trunk wound with hollow. Pic 26
2376	Fagus grandifolia Beech	25"	Good	Tree is in good health.
2377	Quercus nigra Water Oak	34"	Poor	Poor 22: Dead top. Pic 27

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2378	Quercus nigra Water Oak	25"	Good	Tree is in good health.
2379	Quercus nigra Water Oak	36"	Poor	Poor 23: Split with included bark and decline in canopy. Pic 28
2380	Quercus nigra Water Oak	33"	Poor	Poor 24: Decline with mistletoe throughout canopy. Pic 29
2381	Quercus nigra Water Oak	28"	Poor	Poor 25: Split with included bark. Pic 30
2382	Quercus nigra Water Oak	42"	Fair	Fair 6: Some mistletoe in canopy. Pic 31

Specimen Tree Summary: 51  
 Excellent Condition: 0  
 Good Condition: 20  
 Fair Condition: 6  
 Poor Condition: 25

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**PLANT LIST**

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
<b>Trees</b>				
9	Acer buergerianum	Trident Maple	2" Cal.	B & B
24	Lagerstroemia indica 'Whit II'	Dynamite Crepe Myrtle	2" Cal.	Multi-stem; Minimum of 1" Cal. each stem
30	Magnolia grandiflora	Southern Magnolia	4" Cal.	Full to ground
25	Nyssa sylvatica	Black Gum	4" Cal; 14' Hgt.	B & B; single straight leader
35	Quercus phellos	Willow Oak	3" Cal; 10' Hgt.	B & B; single straight leader
16	Taxodium distichum	Bald Cypress	4" Cal; 14' Hgt.	B & B; single straight leader
32	Ulmus parvifolia 'Chinese'	Chinese Elm	4" Cal; 14' Hgt.	B & B
<b>Shrubs</b>				
124	Ilex cornuta 'Needlepoint'	Needlepoint Holly	3 Gal.	
<b>Groundcovers</b>				
529979	Eragrostis	Lovegrass	SF; Seed	Shall be planted when temps reach 60 degrees plus
2782	Cynodon dactylon	Hybrid Bermuda Grass	SF; Sod	
<b>Other</b>				
44472	Rock Mulch	Rock Mulch	SF.	See Specifications

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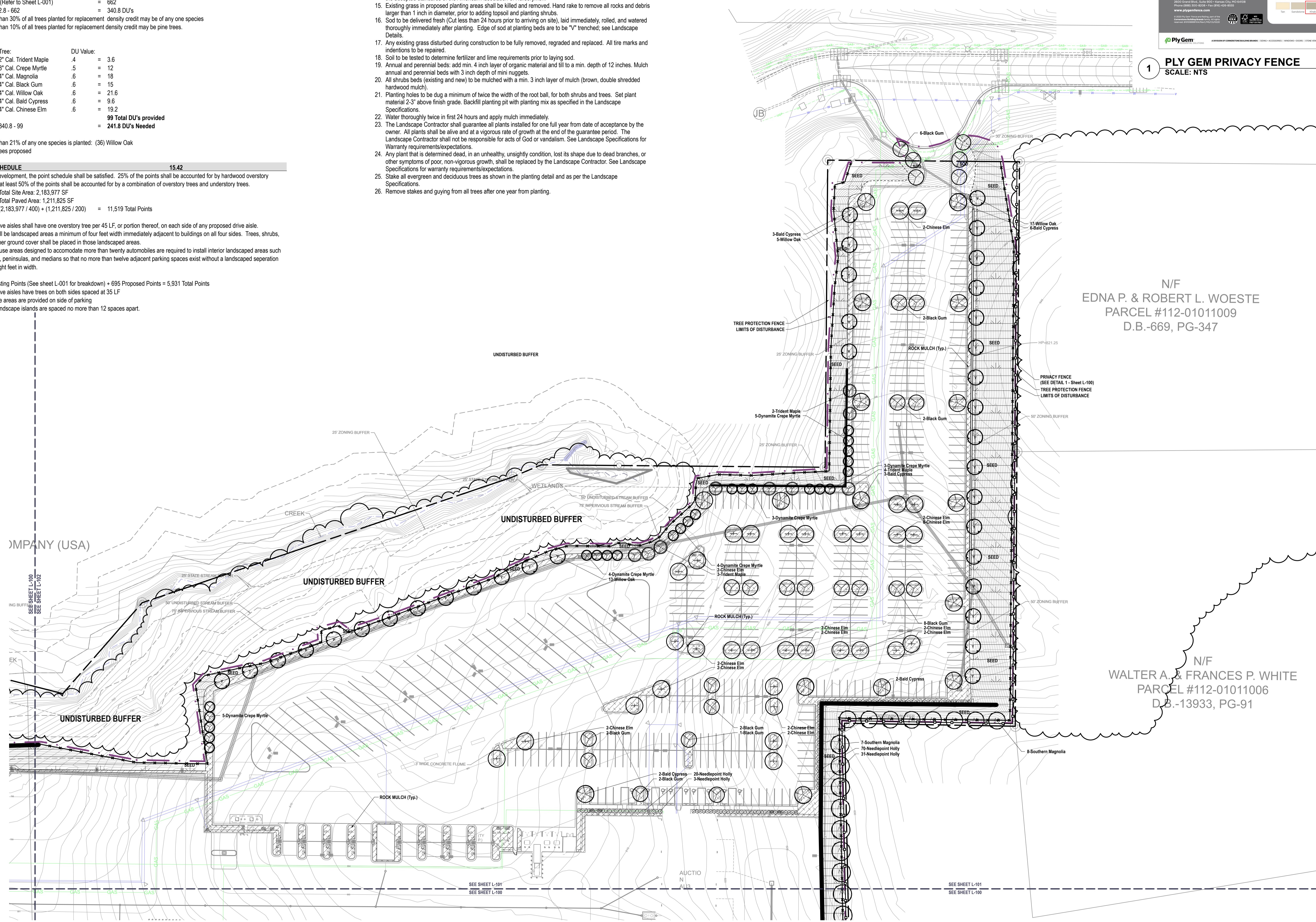
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  - Interior drive aisles have trees on both sides spaced at 35 LF
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  - Parking landscape islands are spaced no more than 12 spaces apart.

**GENERAL LANDSCAPE NOTES**

- Landscape Contractor to read and understand the Landscape Details and Specifications prior to finalizing bids.
- The Landscape Specifications shall be adhered to throughout the construction process.
- Contractor is responsible for locating and protecting all underground utilities prior to digging.
- Contractor is responsible for protecting existing trees from damage during construction.
- Contractor is responsible for understanding and adhering to all constraints and limits of the site ie: Code requirements as stated on the landscape plan, minimum plant sizes in the plant list, property boundaries, limits of disturbance, easements and buffers.
- All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
- Tree protection areas to be protected from sedimentation.
- Tree protection fencing shall be inspected daily; repair or replaced as needed.
- No parking, storage or other construction activities shall occur within tree protection areas.
- All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
- Minimum 4" depth of topsoil shall be added to all planting and sodded areas. Graded areas shall be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
- Remove debris from all parking lot islands, fracture/loosen subgrade to a min. 24" depth and add topsoil to a 6'-8" bermed height above island curbing; refer to landscape specifications and landscape island detail.
- Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
- Any deviations from the approved set of plans shall be approved by the Landscape Architect.
- Landscaping shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
- Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
- Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
- Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
- Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
- Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 3 inch depth of mini nuggets.
- All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (brown, double shredded hardwood mulch).
- Planting holes to be dug a minimum of twice the width of the root ball, for both shrubs and trees. Set plant material 2-3" above finish grade. Backfill planting pit with planting mix as specified in the Landscape Specifications.
- Water thoroughly twice in first 24 hours and apply mulch immediately.
- The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
- Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
- Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
- Remove stakes and guying from all trees after one year from planting.

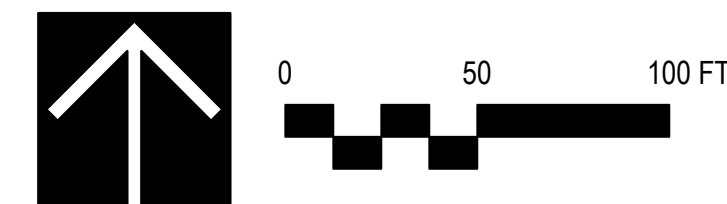
**1 PLY GEM PRIVACY FENCE**  
SCALE: NTS

**Ply Gem**  
STANDARD COLORS: White, Tan, Dark Tan, Grey, Black



N/F  
EDNA P. & ROBERT L. WOESTE  
PARCEL #112-01011009  
D.B.-669, PG-347

N/F  
WALTER A. & FRANCES P. WHITE  
PARCEL #112-01011006  
D.B.-13933, PG-91



**REVISION SCHEDULE:**

NO.	DATE	BY	DESCRIPTION

MLD PROJECT #: 2022289  
DRAWN BY: MB  
CHECKED BY: AN  
DATE: 2/10/23

**Landscape Plan**



CLIENT:



CARMAX THE AUTO SUPERSTORE WEST COAST, INC.  
1000 TUCUMCUM CREEK PARKWAY, RICHMOND, VA 23228  
(804) 747-9422

**LOCUST GROVE CARMAX**

Price Drive  
Locust Grove, GA 30248

PROJECT INFORMATION:



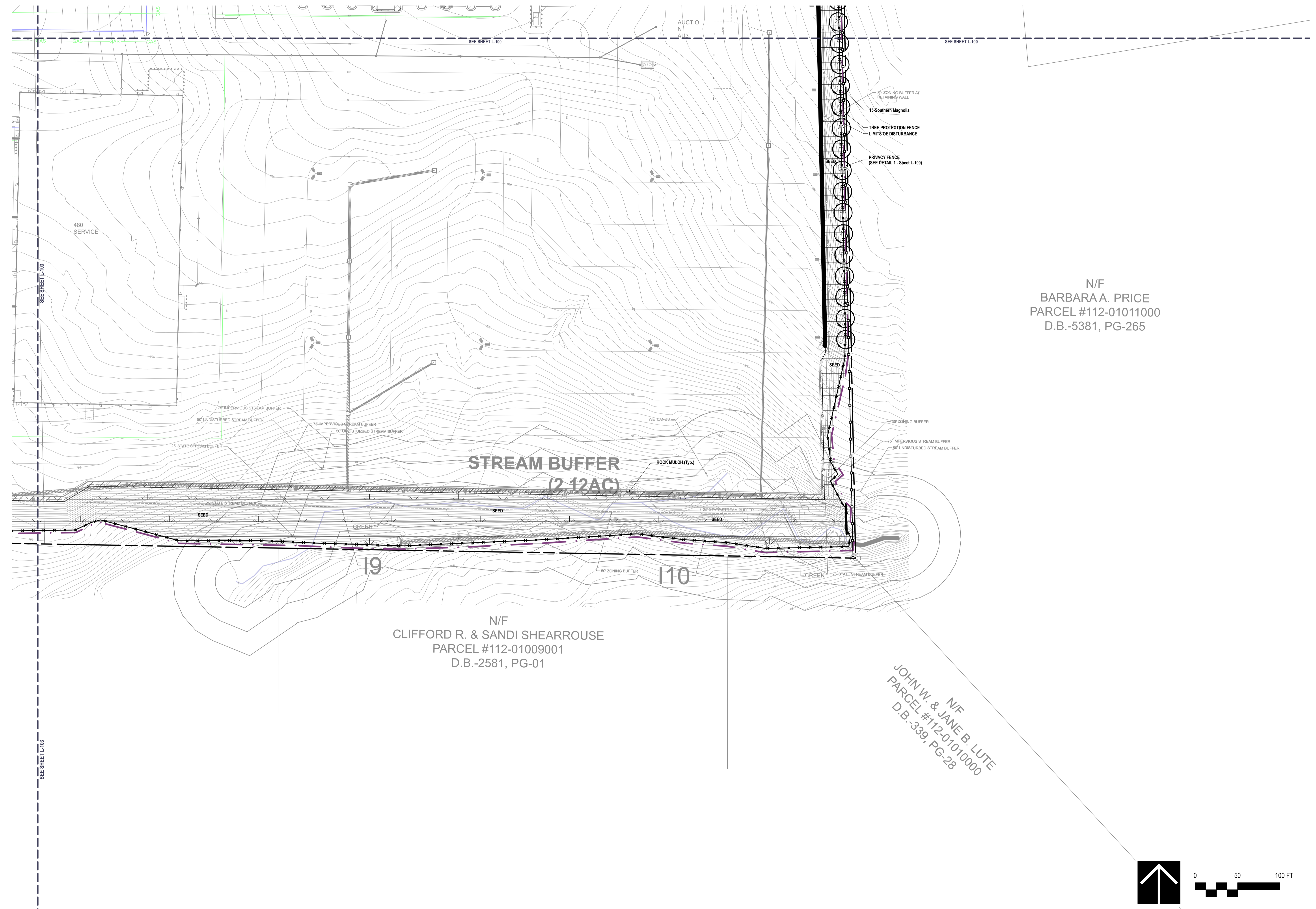
REVISION SCHEDULE:  
NO. DATE BY DESCRIPTION

MLD PROJECT #: 2022289  
DRAWN BY: MB  
CHECKED BY: AN  
DATE: 2/10/23

Landscape Plan

PERMIT

**L-101**



N/F  
BARBARA A. PRICE  
PARCEL #112-01011000  
D.B.-5381, PG-265

N/F  
CLIFFORD R. & SANDI SHEAROUSE  
PARCEL #112-01009001  
D.B.-2581, PG-01

N/F  
JOHN W. & JANE B. LUTE  
PARCEL #112-01010000  
D.B.-339, PG-28



CLIENT:

CARMAX THE AUTO SUPERSTORE WEST COAST, INC.  
1000 TUCUMCARI CREEK PARKWAY, RICHMOND, VA 23228  
804.747.9422

**LOCUST GROVE CARMAX**

Price Drive  
Locust Grove, GA 30248

PROJECT INFORMATION:



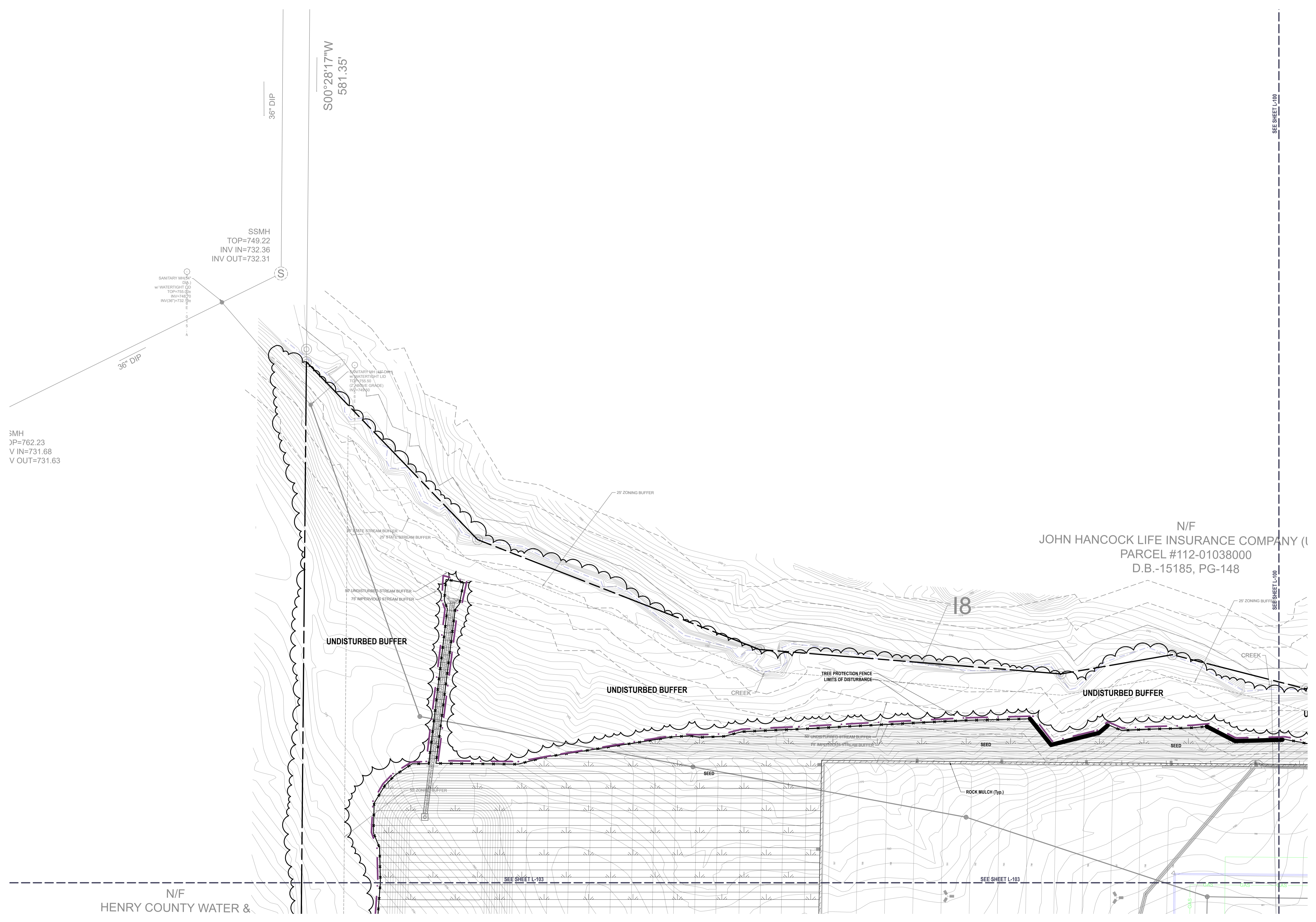
REVISION SCHEDULE:  
NO. DATE BY DESCRIPTION

MLD PROJECT #: 2022289  
DRAWN BY: MB  
CHECKED BY: AN  
DATE: 2/10/23

Landscape Plan

PERMIT

**L-102**



3MH  
3P=762.23  
V IN=731.68  
V OUT=731.63

SSMH  
TOP=749.22  
INV IN=732.36  
INV OUT=732.31

SANITARY MANHOLE  
D9.1  
W/ WATER TIGHT LID  
TOP=735.00  
INV IN=732.00  
INV OUT=732.00

N/F  
JOHN HANCOCK LIFE INSURANCE COMPANY (I  
PARCEL #112-01038000  
D.B.-15185, PG-148

N/F  
HENRY COUNTY WATER &

SEE SHEET L-103

SEE SHEET L-103

SEE SHEET L-100

SEE SHEET L-100



**LANDSCAPE SPECIFICATIONS**

**PART 1 - GENERAL**

**DESCRIPTION**

Provide trees, shrubs, ground covers, sod, and annuals/perennials as shown and specified on the landscape plan. The work includes:

1. Soil preparation.
2. Trees, shrubs, ground covers, and annuals/perennials.
3. Planting mixes.
4. Top Soil, Mulch and Planting accessories.
5. Maintenance.
6. Decorative stone.

**Related Work:**

1. Irrigation System: see irrigation specifications (if provided)

**QUALITY ASSURANCE**

Plant names indicated, comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.

Nursery Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

Before submitting a bid, the Contractor shall have investigated the sources of supply and be satisfied that they can supply the listed plants in the size, variety and quality as specified. Failure to take this precaution will not relieve the Contractor from their responsibility for furnishing and installing all plant materials in strict accordance with the Contract Documents without additional cost to the Owner. The Landscape Architect shall approve any substitutes of plant material, or changes in plant material size, prior to the Landscape Contractor submitting a bid.

**DELIVER, STORAGE AND HANDLING**

Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Landscape Architect. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches. Cover plants transported on open vehicles with a protective covering to prevent wind burn.

**PROJECT CONDITIONS**

Protect existing utilities, paving, and other facilities from damage caused by landscape operations.

A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

The irrigation system will be installed prior to planting. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components damaged during planting operations, at the Contractor's expense. Refer to the irrigation specifications, irrigation plan and irrigation details.

Do not begin landscape accessory work before completion of final grading or surfacing.

**WARRANTY**

Warrant plant material to remain alive, be healthy and in a vigorous condition for a period of 1 year after completion and final acceptance of entire project.

Replace, in accordance with the drawings and specifications, all plants that are dead or, are in an unhealthy, or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for 1 year after installation.

Warranty shall not include damage, loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, winds over 75 miles per hour, winter kill caused by extreme cold, severe winter conditions not typical of planting area, and/or acts of vandalism or negligence on a part of the Owner.

Remove and immediately replace all plants, found to be unsatisfactory during the initial planting installation.

Maintain and protect plant material, lawns, and irrigation until final acceptance is made.

**ACCEPTANCE**

Inspection of planted areas will be made by the Owner's representative.

1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.

Upon acceptance, the Contractor shall commence the specified plant maintenance.

**CODES, PERMITS AND FEES**

Obtain any necessary permits for this Section of Work and pay any fees required for permits.

The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto; also as depicted on the landscape and irrigation construction set.

**PART 2 - PRODUCTS**

**MATERIALS**

Plants: Provide typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces. Plants held on storage will be rejected if they show signs of growth during the storage period.

1. Balled and plants wrapped with burlap, to have firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls, or signs of circling roots are not acceptable.
2. Container-grown stock: Crown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
  - a. No plants shall be loose in the container.
  - b. Container stock shall not be pot bound.
3. Plants planted in rows shall be matched in form.
4. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.
  - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
5. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the plant list.
6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
7. Evergreen trees shall be branched to the ground or as specified in plant list.
8. Shrubs and small plants shall meet the requirements for spread and height indicated in the plant list.
  - a. The measurements for height shall be taken from the ground level to the height of the top of the plant and not the longest branch.
  - b. Single stemmed or thin plants will not be accepted.
  - c. Side branches shall be generous, well-twigged, and the plant as a whole well-bushy to the ground.
  - d. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other root or branch injuries.

**ACCESSORIES**

Topsoil: Shall be Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, roots, sticks, and other foreign materials, with acidity range of between pH 6.0 and 6.8.

Note: All planting areas shall be cleaned of construction debris (ie. Concrete, rubble, stones, building material, etc.) prior to adding and spreading of the top soil.

1. **Soil Areas:** Spread a minimum 4" layer of top soil and rake smooth.
2. **Planting bed areas:** Spread a minimum 4" layer of top soil and rake smooth.
3. **Landscape Islands/Medians:** Fracture/loosen existing subgrade to a minimum 24" depth. Remove and replace any subgrade unsuitable for planting. Once subgrade is clean of debris and loosened, add topsoil to a minimum berm 6"-8" height above island curbing.
4. **Annual/Perennial bed areas:** Add a minimum of 4" organic matter and till to a minimum 12" depth.

Mulch: Type selected dependent on location of plantings. Hold mulch 4" from tree trunks and shrub stems.

1. **Hardwood:** 6 month old well rotted double shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust. Install minimum depth of 3". Color: Dark brown.
2. **Mini Nuggets:** Install to a minimum depth of 2"-3" at all locations of annual and perennial beds. Lift the stems and leaves of the annuals and carefully spread the mulch to avoid injuring the plants. Gently brush the mulch off the plants.
3. **River Rock (when needed):** (color) light gray to buff to dark brown, washed river rock, 1" - 3" in size. Install in shrub beds to an even depth of 3". Weed control barrier to be installed under all rock mulch areas. Use caution during installation not to damage plant material.

**Guying/Staking:**

1. As per details.
2. Remove Guying/Staking after one year from planting.

**Tree Wrap:** Tree wraps should be used on young, newly planted thin-barked trees (Cherry, Crabapple, Honey Locust, Linden, Maple, Mountain Ash, Plum) that are most susceptible to sun scald/Sunburn. Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe Draft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Wrap the tree in the fall and leave the wrap in place throughout the winter and early spring. Tree wraps are temporary and no longer needed once trees develop corky bark.

**PART 3 - EXECUTION**

**INSPECTION**

Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve top soil if provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, and work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.

**PREPARATION**

Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

Locate plants as indicated on the plans or as approved in the field after staking by the Landscape Contractor. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected and approved by the Landscape Architect; spacing of plant material shall be as shown on the landscape plan.

Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 12" greater than the diameter of the root system and 24" greater for trees. Depth of pit shall accommodate the root system. Provide undisturbed sub grade to hold root ball at nursery grade as shown on the drawings.

**INSTALLATION**  
Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2" - 3" above the finish grade. No filling will be permitted around trunks or stems. Backfill the pit with topsoil mix and excavated material. Do not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

After balled and wrapped in burlap plants are set, muddle planting soil mixture around bases of balls and fill all voids.

1. Remove all burlap, ropes, and wires from the top 1/3 of the root ball

Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant in within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

**Mulching:**

1. Mulch tree and shrub planting pits and shrub beds with required mulching material; depth of mulch as noted above. **Hold mulch back 4" away from tree trunks and shrub stems.** Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

**Decorative Stone:** (where indicated on landscape plan or as approved during installation)

1. Install weed control barrier over sub-grade prior to installing stone. Lap 6" on all sides.
2. Place stone without damaging weed barrier.
3. Arrange stones for best appearance and to cover all weed barrier fabric.

**Wrapping, guying, staking:**

1. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
2. **Wrapping:**
  - a. Wrap trunks of all young newly planted trees known to have thin bark. Wrap spirally from bottom to top with specified tree wrap and secure in place.
  - b. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
  - c. Secure tree wrap in place with twine wound spirally downward in the opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.
  - d. Wrap the trees in the fall and leave the wrap in place throughout the winter and early spring.
  - e. Tree wraps are temporary and no longer needed once the trees develop corky bark.
3. **Staking/Guying:**
  - a. Stake/guy all trees immediately after lawn sodding operations and prior to acceptance.
    1. Stakes are placed in line with prevailing wind direction and driven into undisturbed soil.
    2. Ties are attached to the tree, usually at the lowest branch.
  - b. Guy deciduous trees as per details.
  - c. **Remove all guying and staking after one year from planting.**

**Pruning:**

1. Prune deciduous trees and evergreens only to remove broken or damaged branches.

**WORKMANSHIP**

During landscape/irrigation installation operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of installation operations, all excess materials, equipment, debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to use on-site trash receptacles. Sweep parking and walks clean of dirt and debris. Remove all plant tags and other debris from lawns and planting areas.

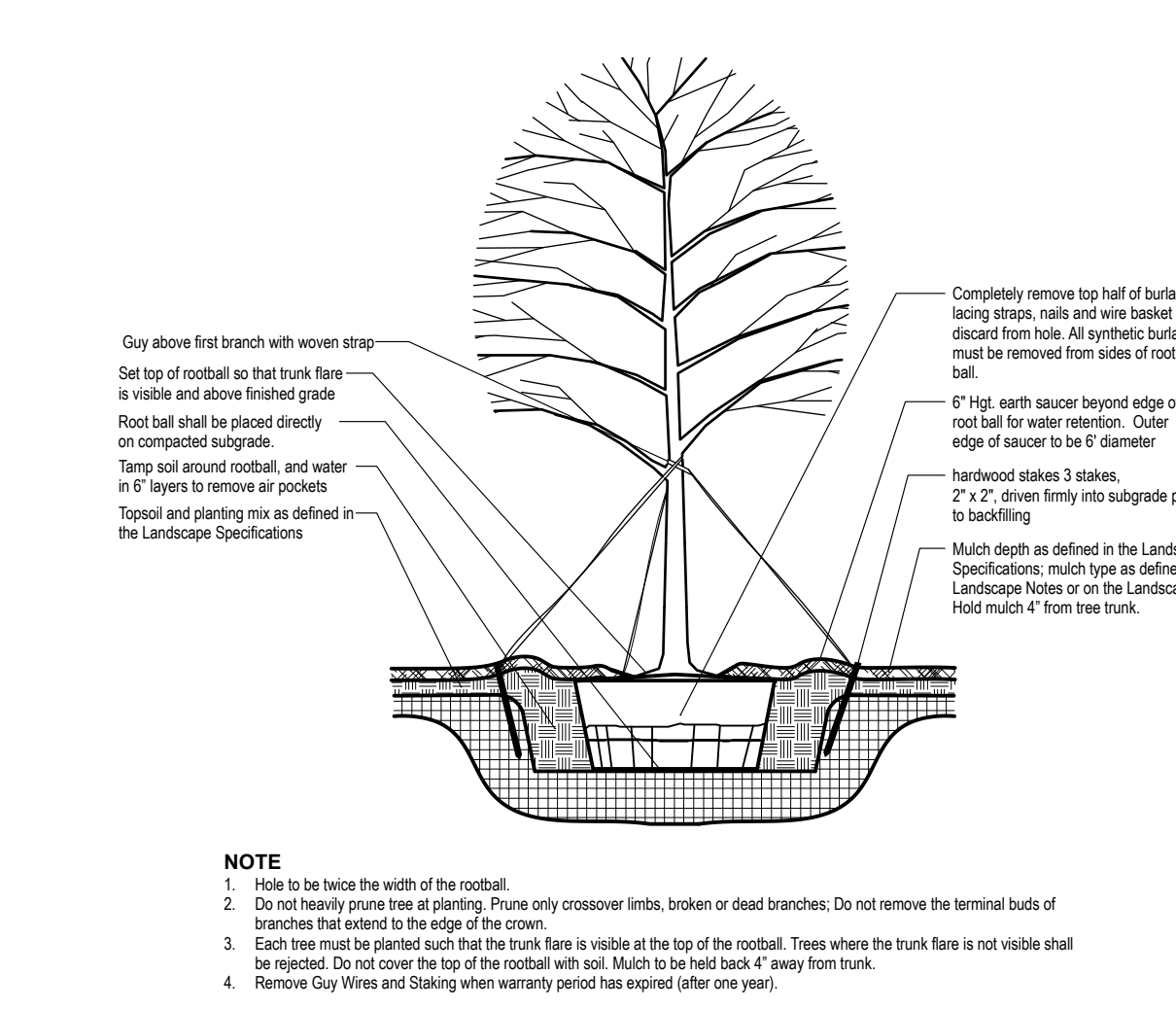
Any damage to the landscape, the structure, or the irrigation system caused by the landscape contractor shall be repaired by the landscape contractor without charge to the owner.

**MAINTENANCE**

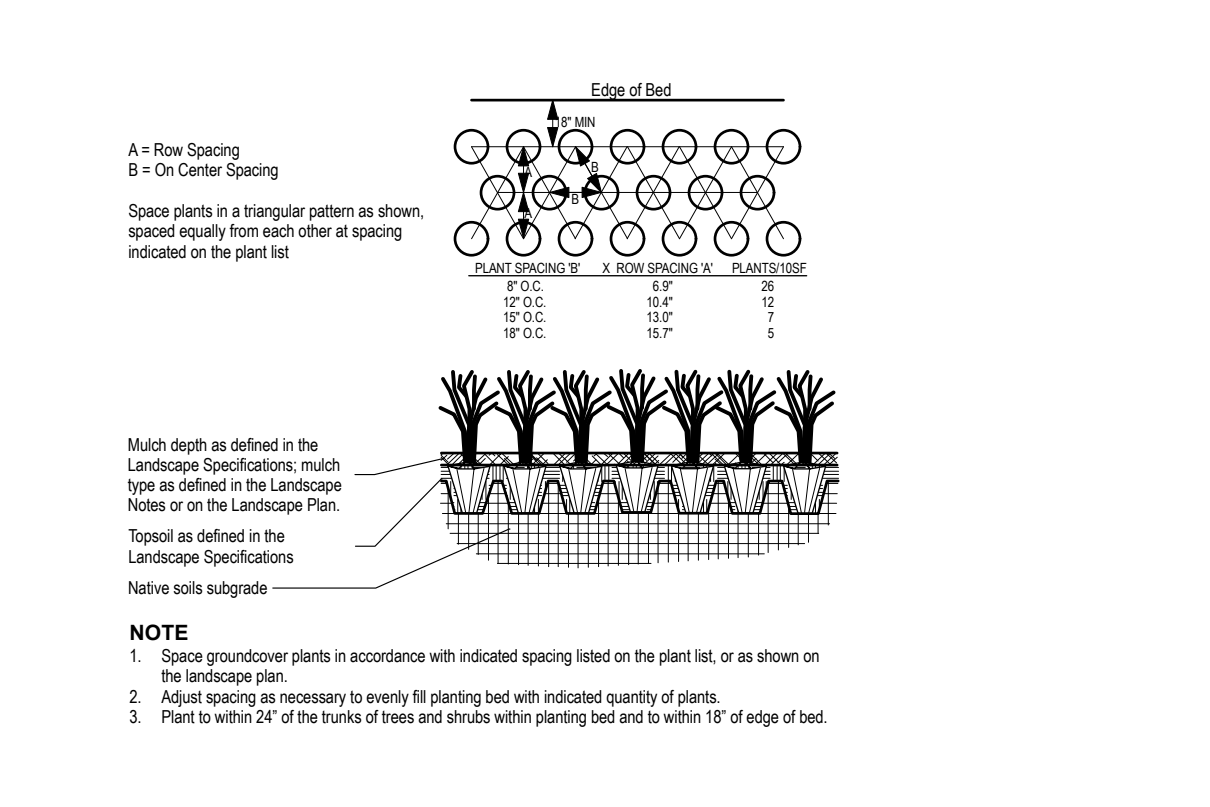
Contractor shall provide maintenance until work has been accepted by the Owner's Representative.

Maintenance shall include mowing, fertilizing, mulching, pruning, cultivation, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants and lawns free of insects and disease.

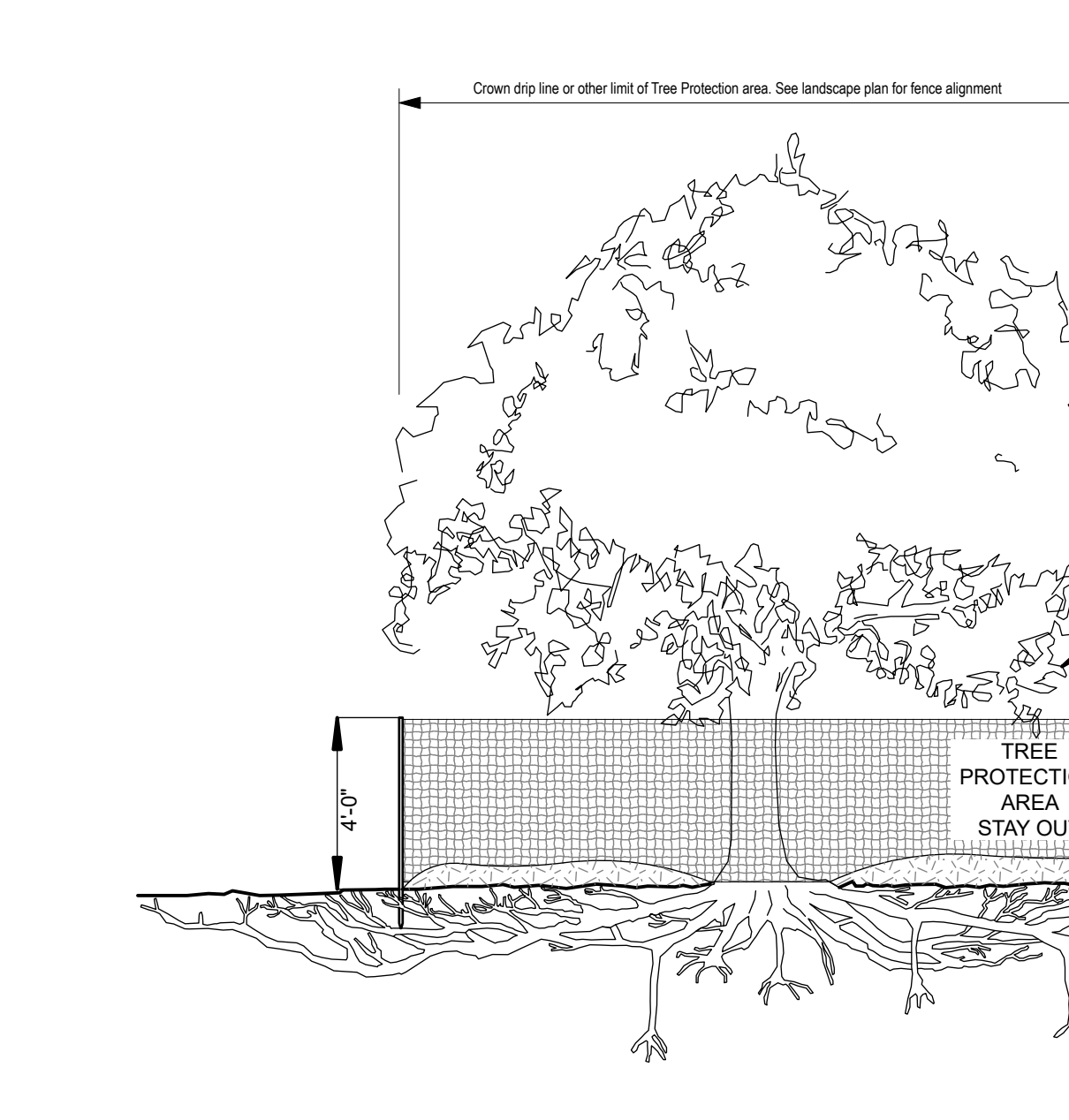
1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
2. Repair guy wires and stakes as required. Remove all stakes and guy wires after 1 year.
3. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
4. Water trees, plants and ground cover beds within the first 24 hours of initial planting, and not less than twice per week until final acceptance.



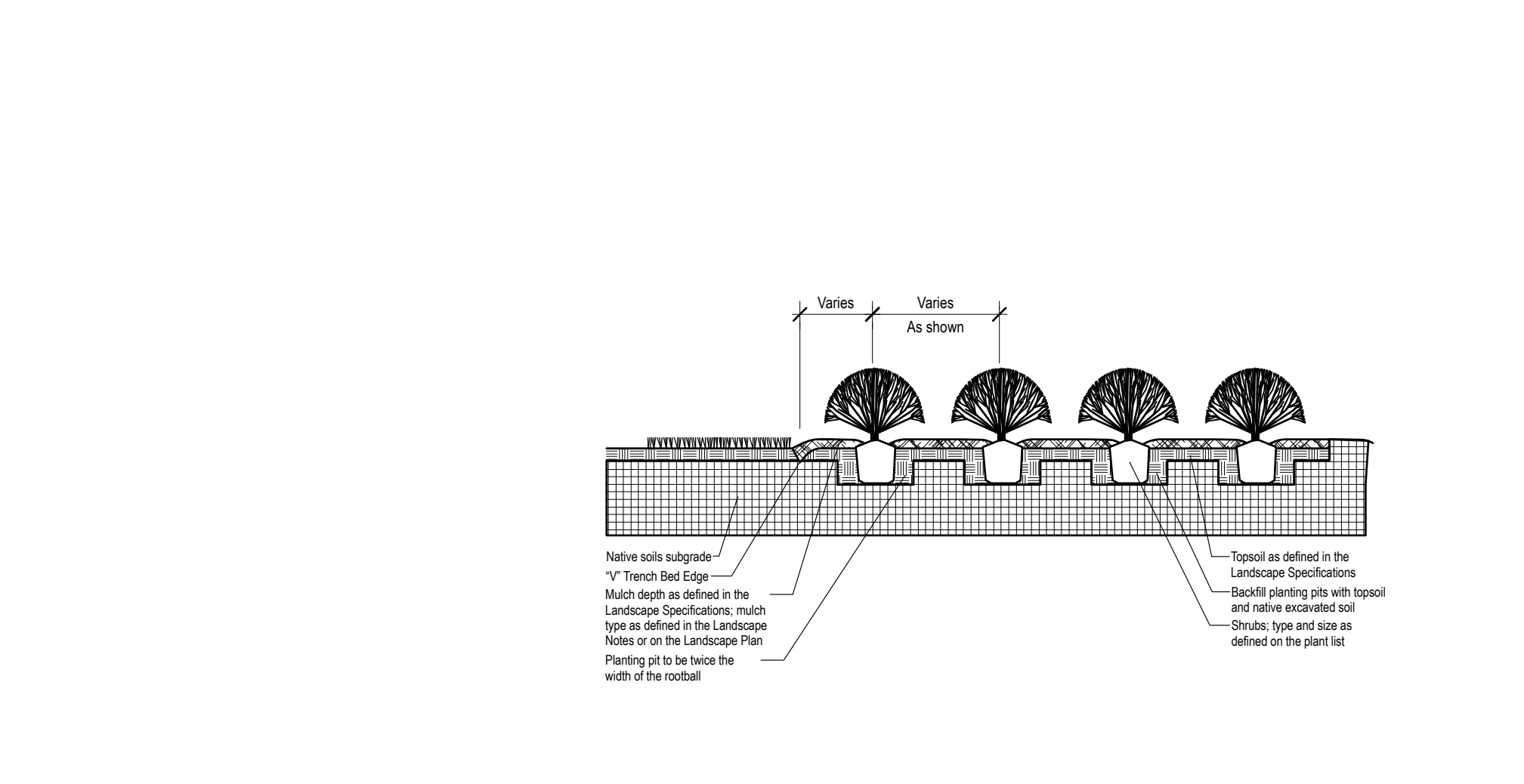
**8 TREE PLANTING & STAKING**  
SCALE: NTS



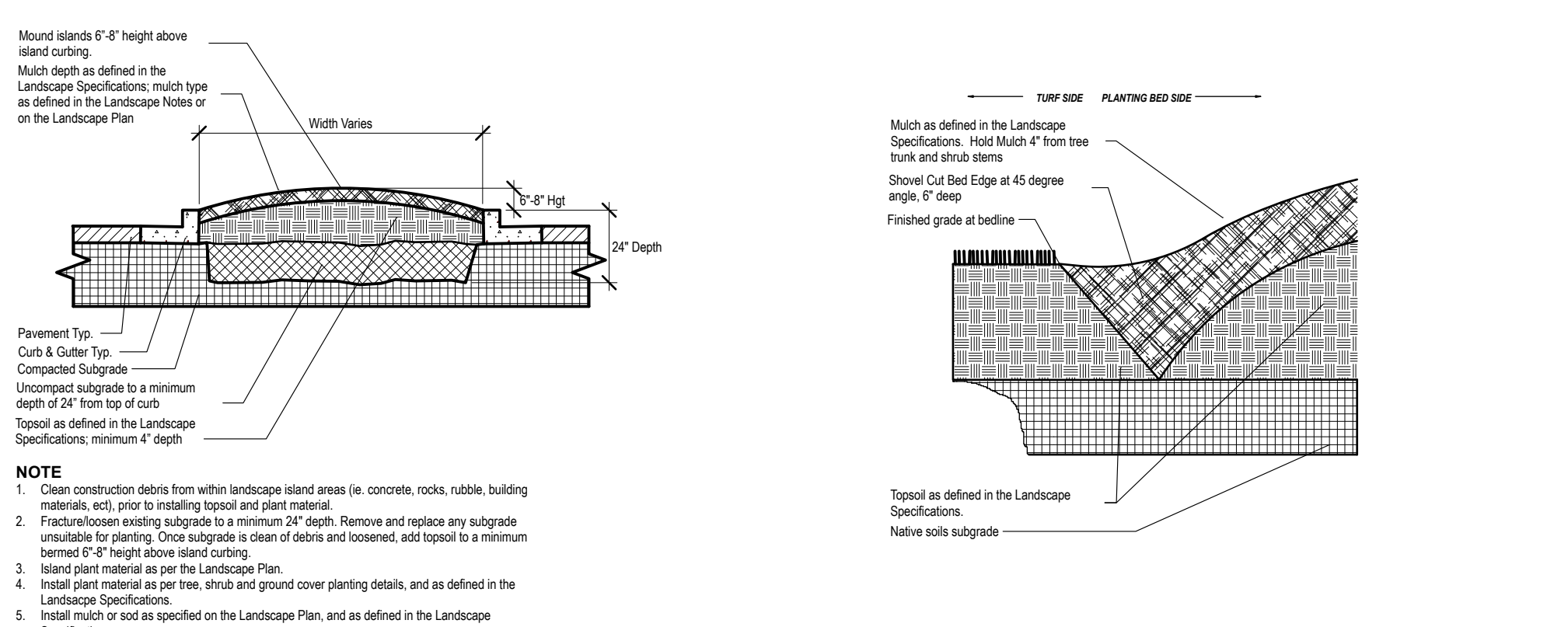
**11 GROUND COVER PLANTING DETAIL**  
SCALE: NTS



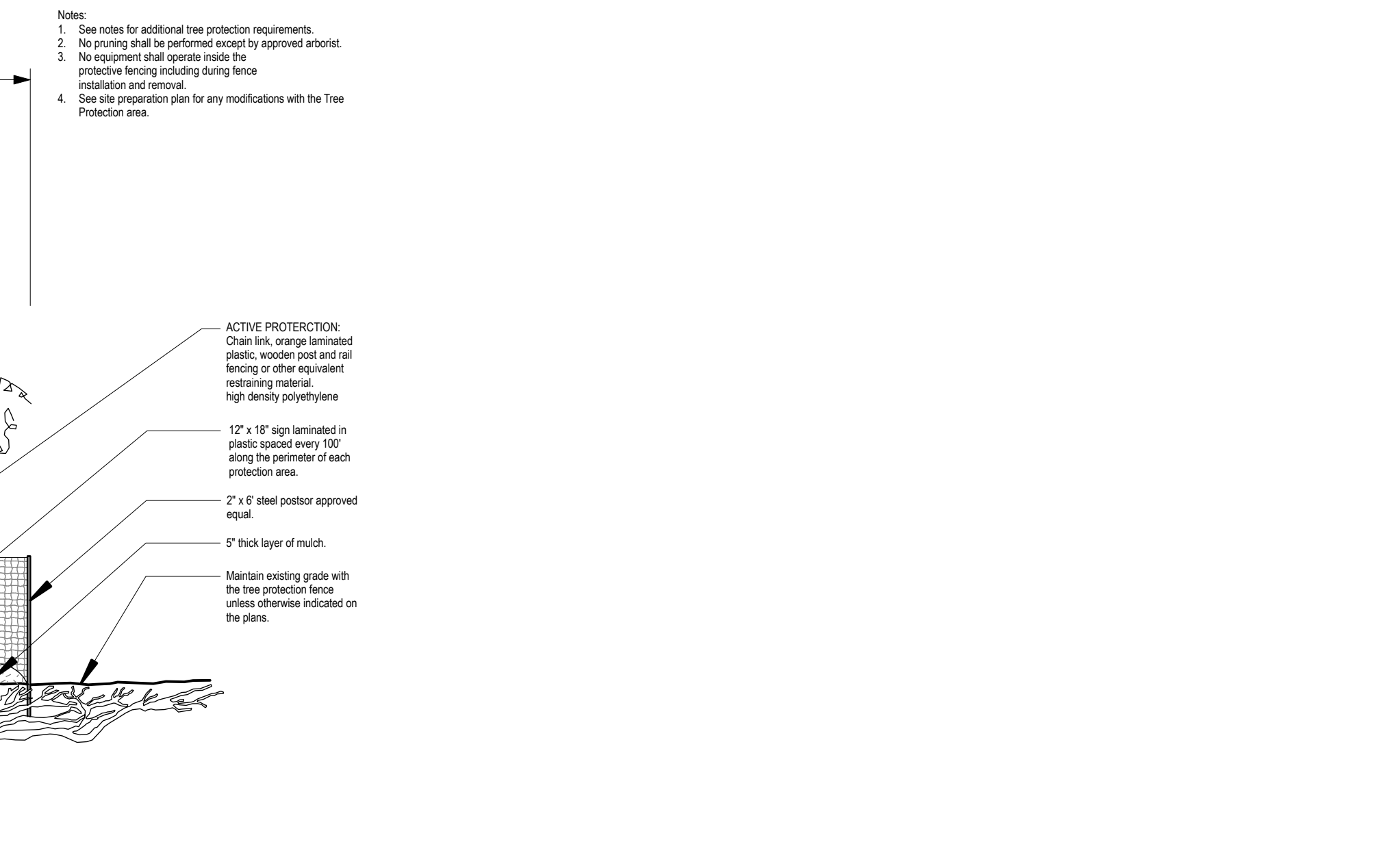
**14 TREE PROTECTION FENCING DETAIL**  
SCALE: NTS



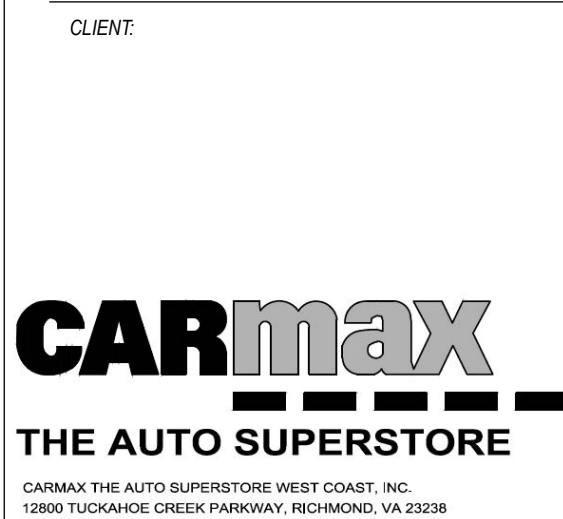
**9 SHRUB BED PLANTING DETAIL**  
SCALE: NTS



**13 PARKING ISLAND DETAIL**  
SCALE: NTS

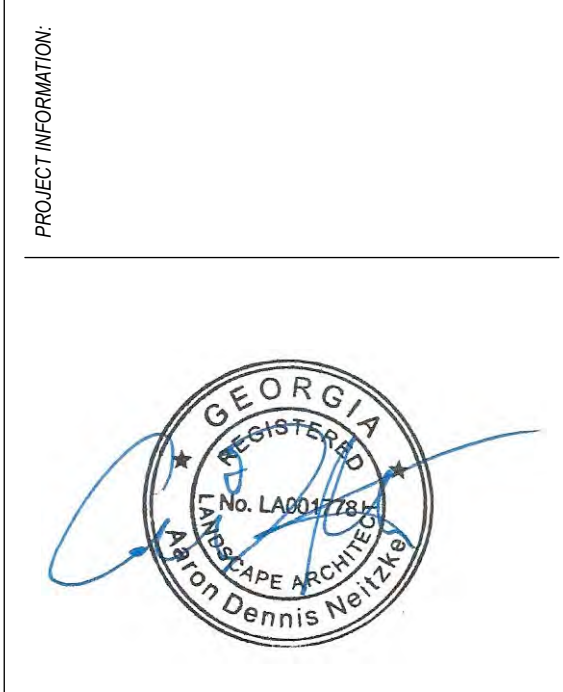


**10 V TRENCH BED EDGING**  
SCALE: NTS



CARMAX THE AUTO SUPERSTORE WEST COAST, INC.  
10000 BUCKLEUP CREEK PARKWAY, RICHMOND, VA 23238  
(804) 747-8422

**LOCUST GROVE CARMAX**  
Price Drive  
Locust Grove, GA 30248



REVISION SCHEDULE:

NO.	DATE	BY	DESCRIPTION

M/LD PROJECT #: 2022289  
DRAWN BY: MB  
CHECKED BY: AN  
DATE: 2/10/23

**Landscape Specifications & Details**

**L-104**

PERMIT



CLIENT:



**LOCUST GROVE CARMAX**  
 Price Drive  
 Locust Grove, GA 30248

PROJECT INFORMATION:



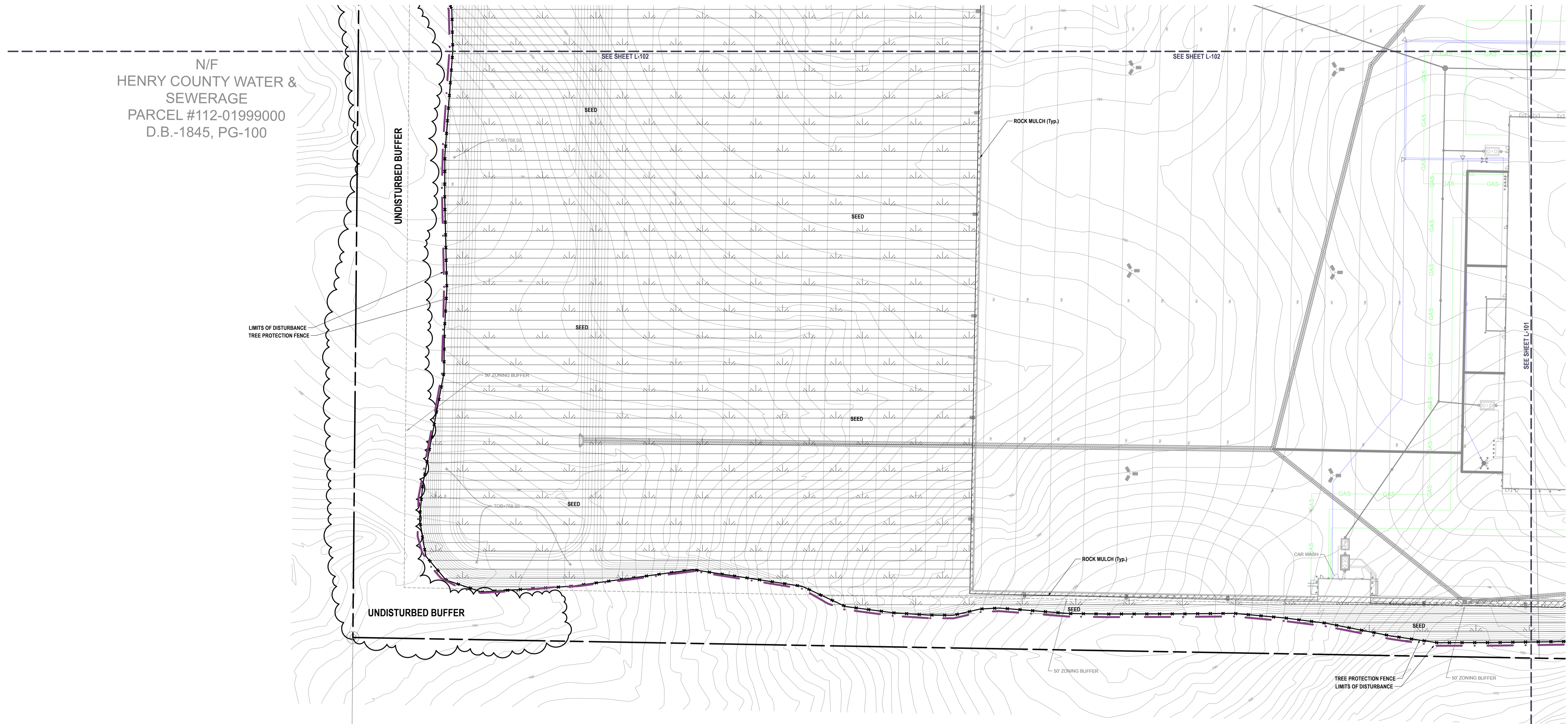
REVISION SCHEDULE:  
 NO. DATE BY DESCRIPTION

MLD PROJECT #: 2022289  
 DRAWN BY: MB  
 CHECKED BY: AN  
 DATE: 2/10/23

Landscape Plan

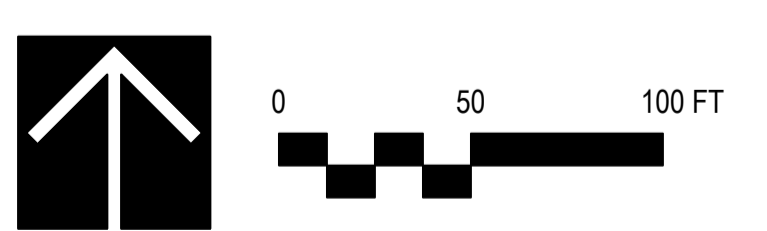
PERMIT

L-103



N/F  
 HENRY COUNTY WATER &  
 SEWERAGE  
 PARCEL #112-01999000  
 D.B.-1845, PG-100

N/F  
 RODNEY & NAN B. SHEARROUSE  
 PARCEL #112-01009000  
 D.B.-500, PG-286





## **EXHIBIT B**



**April 3, 2023**

City of Locust Grove  
PO Box 900  
Locust Grove, GA 30248

Attention: Daunte Gibbs ([dgibbs@locustgrove-ga.gov](mailto:dgibbs@locustgrove-ga.gov))  
Anna Williams ([awilliams@locustgrove-ga.gov](mailto:awilliams@locustgrove-ga.gov))

RE: Letter of Intent – Proposed Landscape Request

Daunte/Anna,

On behalf of CarMax, we are submitting the proposed landscaping plan for the above reference project located at Price Drive.

1. We understand the necessity of installing a 6' opaque fence along the east property boundary between CarMax and the residential area. We have updated our landscaping plan to include a 6' opaque fence to address staff's concerns and meet the community's needs. The fence's design will be consistent with the surrounding area's aesthetics and materials to blend in seamlessly with the landscape.
2. We have encountered issues with the specimen trees on the site, which has impacted our ability to meet the required points and density. The area of disturbance is mostly pasture land with 20+ specimen trees within it. The arborist that we obtained to assess the specimen trees found that a majority of the trees were in poor condition (refer to the arborist report on the attached sheet L-001) and most of the "specimen trees" weren't actually specimen size that the surveyor picked up. On the attached plan, we are removing only 8 specimen trees that are in fair or better condition.

We have identified an additional 205 trees ranging from 3" to 8", however, this still leaves us short on points by roughly 50% (refer to the attached sheet L-001). There are site constraints for planting due to 2:1 slopes or future development on the site. We are planting trees with a 4" Cal. to help accommodate some of the specimen tree unit values on the landscape plan. Nevertheless, we are still short 241.8 DU's after accounting for all the site trees, as well as the proposed trees.

3. We are seeking approval for the reduction of the 50' landscaping buffer to 30' due to the significant grading constraints along portions of the property boundaries. This reduction will apply only to the parking lot and the east side of the site, while still satisfying the buffer landscaping requirements and providing the necessary additional space.
4. Following our discussion with staff regarding the proposed operations, we understand that reducing or eliminating landscaping in the storage area behind the fence, as well as in other functional areas within that space, is acceptable, provided that the landscaping in areas outside the fence, such as the auction area and frontage, comply with the ordinance. In accordance with



these requirements, we have ensured that the project adheres to the stated regulations, as depicted on the plans.

We are committed to ensuring that our project does not have any negative impact on the surrounding community. We believe that the proposed fence and updated landscaping plan, along with the buffer reduction, will address your concerns and meet the community's needs. We respectfully request that you approve these requests to allow for the proposed landscaping plan, including the installation of the 6' opaque fence, the removal of the 8 specimen trees, and the reduction of the buffer on the east side of the site and the parking lot.

We are confident that the proposed landscape plan will enable us to move forward with the project while maintaining the highest standards of environmental stewardship and community outreach. Thank you for considering our request. If you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,

Linda Sloan  
CenterPoint Integrated Solutions  
[lsloan@centerpoint-is.com](mailto:lsloan@centerpoint-is.com)  
770-875-4264



## EXHIBIT C

Staff requests that the City Council approve or deny our proceeding with approving the proposed landscape plan that is outside the typical scope of administrative authority.

Should the Council approve, Staff will require the following to be shown on the landscape plan:

- 1) The Applicant shall install an opaque privacy fence measuring six (6) to eight (8) feet high along the perimeter of the property to mitigate the buffer reduction from 50' to 30'. This opaque privacy fence shall have a decorative, residential character in areas bordering single-family homes.
- 2) All areas visible from public right-of-way shall be landscaped in accordance with the City of Locust Grove Code of Ordinances Section 15.42
- 3) Replacement trees shall be planted in accordance with the landscape plan dated February 10, 2023.





## Community Development Department

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

# Item Coversheet

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**Item:** Resolution approving the architectural plans submitted for The Shops at Indian Creek

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** No

**Date Received:** March 6, 2023

**Workshop Date:** April 17, 2023

**Regular Meeting Date:** May 1, 2023

### **Discussion:**

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Evan Conder of Decatur, GA has submitted building elevation renderings for a proposed grocery-anchored shopping center to be located on the south side of Highway 42, west of Tanger Boulevard (Parcel IDs # 129-01004000, 129-01002000, 129-01003000, and 130-01002006)

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 proposed shopping center facades consist of brick and stucco EFIS in neutral earth tones, black metal canopies. Building fenestration includes metal storefront and windows typical of this type of development as well as decorative faux shutters. All visible mechanical systems are to be painted to blend in with the façade.

Chapter 15.44 Architectural Review

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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:**

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**APPROVAL OF THE ARCHITECTURAL BUILDING ELEVATIONS SUBMITTED BY EVAN CONDER FOR THE SHOPS AT INDIAN CREEK WITH THE FOLLOWING CONDITIONS:**

- 1) FENESTRATION OR ARCHITECTURAL DETAILING SHALL BE ADDED TO THE SIDE (WEST) FAÇADE. Latest rendering shows additions.**
- 2) ADDITIONAL BRICK VENEER SHALL BE ADDED TO THE SIDE (WEST) FAÇADE. Latest rendering shows additional brick.**



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

**A RESOLUTION TO APPROVE ARCHITECTURAL PLANS FOR A GROCERY-ANCHORED SHOPPING CENTER TO BE LOCATED ON HIGHWAY 42 WEST OF TANGER BOULEVARD 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**, Evan Conder submitted building elevation renderings for three proposed buildings on Highway 42 and Tanger Boulevard 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 Evan Conder appear to meet the requirements of Chapter 15.44 of City of Locust Grove Code.
2. **Conditions.** That the Locust Grove Architectural Review Board finding in Item 1 above is subject to the following conditions:
  - a. Final Colors. That final colors and type of materials be reviewed and approved by the Community Development Director to meet all requirements of Chapter 15.44

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

- b. Material Changes. 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.
  - d. Fenestration or architectural detailing shall be added to the side (west) façade.
  - e. Additional brick veneer shall be added to the side (west) façade.
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 1st day of May, 2023.

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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



**EXHIBIT “A”**

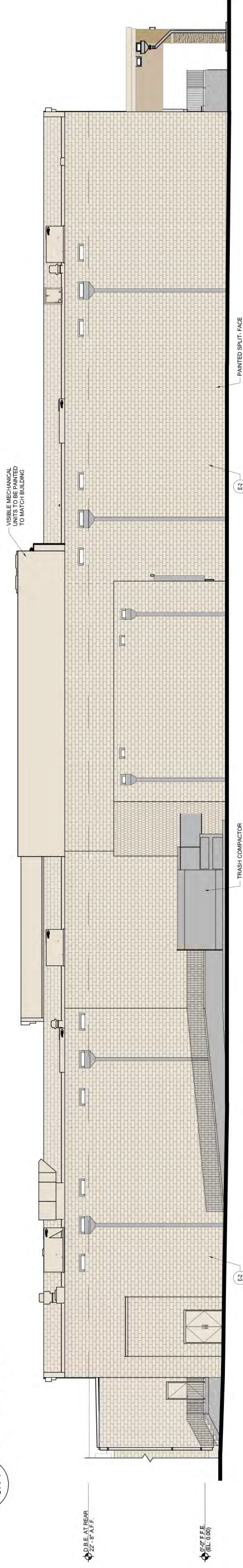




**1 FRONT (NORTH) ELEVATION**

SCALE: 1" = 20'

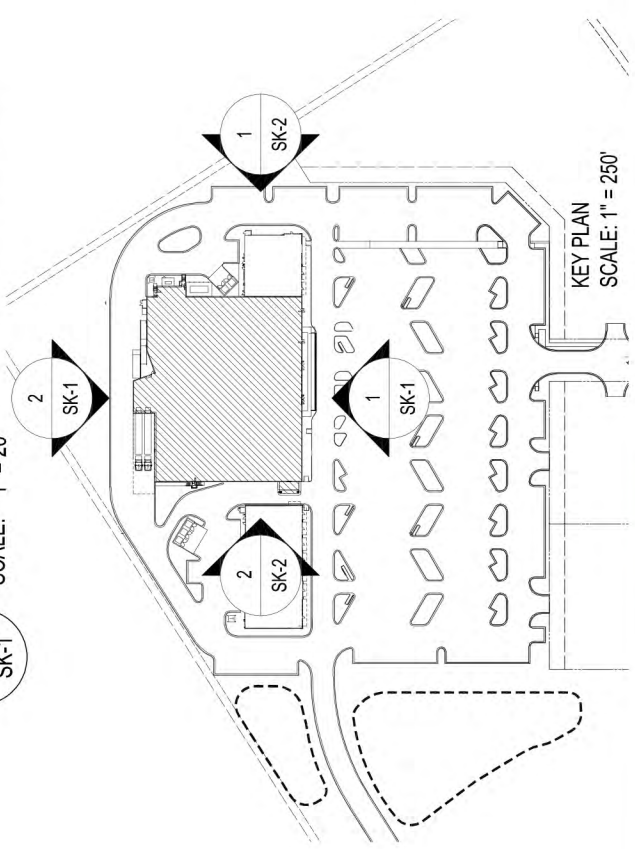
SK-1



**2 REAR (SOUTH) ELEVATION**

SCALE: 1" = 20'

SK-1



KEY PLAN  
SCALE: 1" = 250'

**STONE AND BRICK VENEER (MASONRY)**

GROCERY - FRONT ELEVATION	% OF BRICK/STONE MASONRY VENEER	50%
	% OF OTHER ACCENT MATERIALS	50%
GROCERY - REAR ELEVATION	% OF PAINTED SPLIT FACE BLOCK	100%
	% OF OTHER MATERIALS	0%

**GLAZING LINEAR FEET (%)**

BUILDING	FRONT ELEVATION LINEAR FEET	GLAZING %
GROCERY	246'-10"	11%

**FINISH SCHEDULE**

AW-1 / AW-2	PRE-FINISHED METAL CANOPY/STANDING SEAM AWNING - BERRIDGE PRE-FINISHED METAL FINISH COLOR - MATTE BLACK
BR-1	PINEHALL BRICK "NORTHBRIDGE" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
BR-2	PINEHALL BRICK "ATLANTA BLEND" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
E-1	EIFS MEDIUM FINISH - DRYVIT - COLOR TO MATCH 108 MANOR WHITE
E-2	EIFS MEDIUM FINISH - COLOR TO MATCH - SHERWIN-WILLIAMS - SW 6105 DIVINE WHITE
E-3	EIFS MEDIUM FINISH - DRYFIT - COLOR TO MATCH 112 SANDLEWOOD BEIGE
FS-1	FAUX SHUTTERS W/ SOLID BACKER - BERRIDGE PRE-FINISHED METAL FINISH COLOR - CITYSCAPE
ST-1	STONE VENEER - ECHELON MASONRY - WATERFORD STONE "AVONDALE" - MORTAR COLOR: GIANT "SAND"



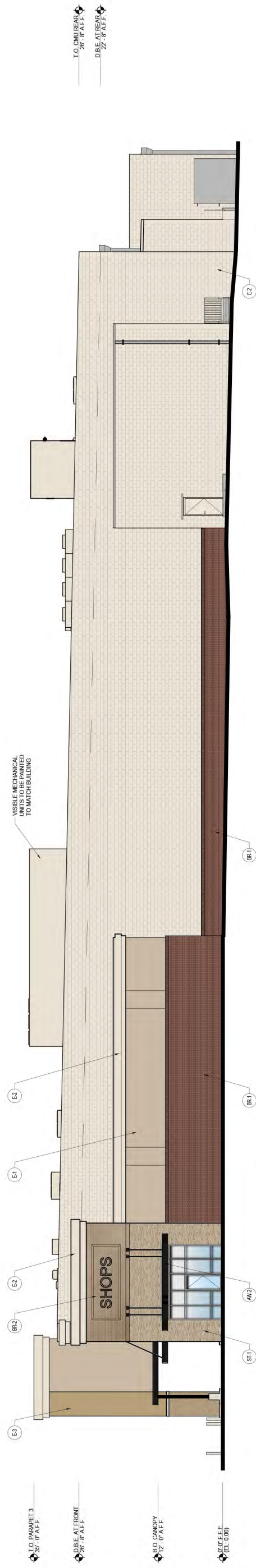
**SHOPS AT  
INDIAN CREEK**

JOB NUMBER: 2370201 | DATE: 03/01/2023 | BY: TG/BR  
DRAWING:  
**SK-1 GROCERY ELEVATIONS**



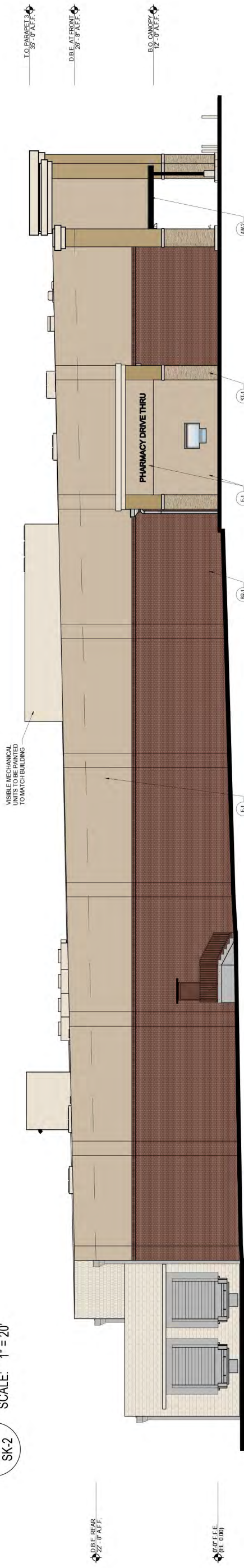


**REVISED**  
4:25 pm, Apr 12, 2023



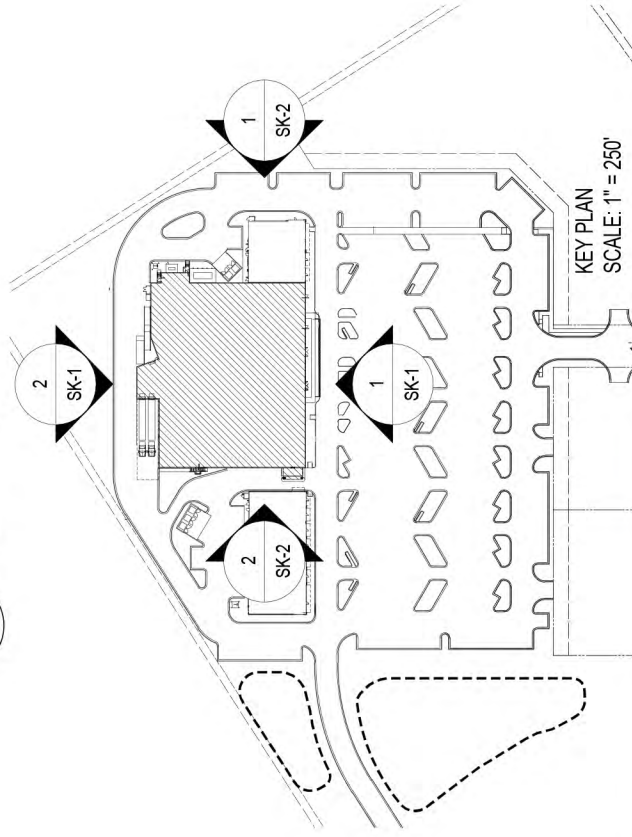
**1 SIDE (EAST) ELEVATION**

SCALE: 1" = 20'



**2 SIDE (WEST) ELEVATION**

SCALE: 1" = 20'



**STONE AND BRICK VENEER (MASONRY)**

GROCERY - SIDE ELEVATION (1/SK-2)	% OF BRICK/STONE MASONRY VENEER	5%
	% OF OTHER ACCENT MATERIALS	95%
GROCERY - SIDE ELEVATION (2/SK-2)	% OF BRICK/STONE MASONRY VENEER	50%
	% OF OTHER ACCENT MATERIALS	50%

**FINISH SCHEDULE**

AW-1 / AW-2	PRE-FINISHED METAL CANOPY/STANDING SEAM AWNING - BERRIDGE PRE-FINISHED METAL FINISH COLOR - MATTE BLACK
BR-1	PINEHALL BRICK "NORTHBRIDGE" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
BR-2	PINEHALL BRICK "ATLANTA BLEND" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
E-1	EIFS MEDIUM FINISH - DRYVIT - COLOR TO MATCH 108 MANOR WHITE
E-2	EIFS MEDIUM FINISH - COLOR TO MATCH - SHERWIN-WILLIAMS - SW 6105 DIVINE WHITE
E-3	EIFS MEDIUM FINISH - DRYFIT - COLOR TO MATCH 112 SANDLEWOOD BEIGE
FS-1	FAUX SHUTTERS W/ SOLID BACKER - BERRIDGE PRE-FINISHED METAL FINISH COLOR - CITYSCAPE
ST-1	STONE VENEER - ECHELON MASONRY - WATERFORD STONE "AYONDALE" - MORTAR COLOR: GIANT "SAND"

**SHOPS AT  
INDIAN CREEK**

VSI

JOB NUMBER: 2370201 | DATE: 04/11/2023 | BY: TG/BR  
DRAWING:  
**SK-2 GROCERY ELEVATIONS**



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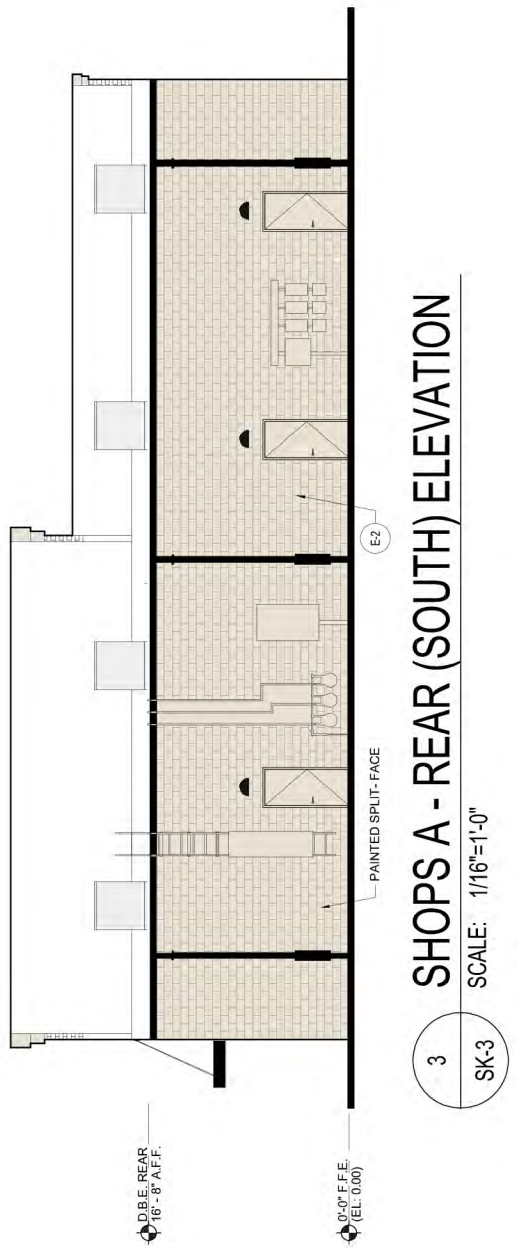




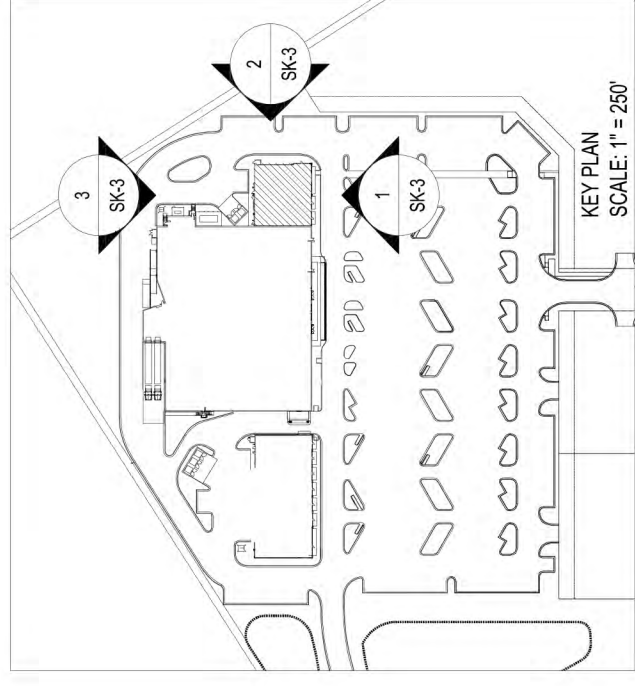
**1**  
SHOPS A - FRONT (NORTH) ELEVATION  
SCALE: 1/16"=1'-0"



**2**  
SHOPS A - SIDE (EAST) ELEVATION  
SCALE: 1/16"=1'-0"



**3**  
SHOPS A - REAR (SOUTH) ELEVATION  
SCALE: 1/16"=1'-0"



### GLAZING LINEAR FEET (%)

BUILDING	FRONT ELEVATION LINEAR FEET	GLAZING %
SHOPS A	80'-0"	75%

### STONE AND BRICK VENEER (MASONRY)

SHOPS A - FRONT ELEVATION	% OF BRICK/STONE MASONRY VENEER	65%
	% OF OTHER ACCENT MATERIALS	35%
SHOPS A - SIDE ELEVATION	% OF BRICK/STONE MASONRY VENEER	57%
	% OF OTHER ACCENT MATERIALS	43%
SHOPS A - REAR ELEVATION	% OF PAINTED SPLIT FACE BLOCK	100%
	% OF OTHER MATERIALS	0%

### FINISH SCHEDULE

AW-1 / AW-2	PRE-FINISHED METAL CANOPY/STANDING SEAM AWNING - BERRIDGE PRE-FINISHED METAL FINISH COLOR - MATTE BLACK
BR-1	PINEHALL BRICK "NORTHBRIDGE" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
BR-2	PINEHALL BRICK "ATLANTA BLEND" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
E-1	EIFS MEDIUM FINISH - DRYVIT - COLOR TO MATCH 108 MANOR WHITE
E-2	EIFS MEDIUM FINISH - COLOR TO MATCH - SHERWIN-WILLIAMS - SW 6105 DIVINE WHITE
E-3	EIFS MEDIUM FINISH - DRYFIT - COLOR TO MATCH 112 SANDLEWOOD BEIGE
FS-1	FAUX SHUTTERS W/ SOLID BACKER - BERRIDGE PRE-FINISHED METAL FINISH COLOR - CITYSCAPE
ST-1	STONE VENEER - ECHELON MASONRY - WATERFORD STONE "AVONDALE" - MORTAR COLOR: GIANT "SAND"



**SHOPS AT  
INDIAN CREEK**

JOB NUMBER: 2370201 | DATE: 03/01/2023 | BY: TG/BR  
DRAWING:  
**SK-3 SHOPS ELEVATIONS**

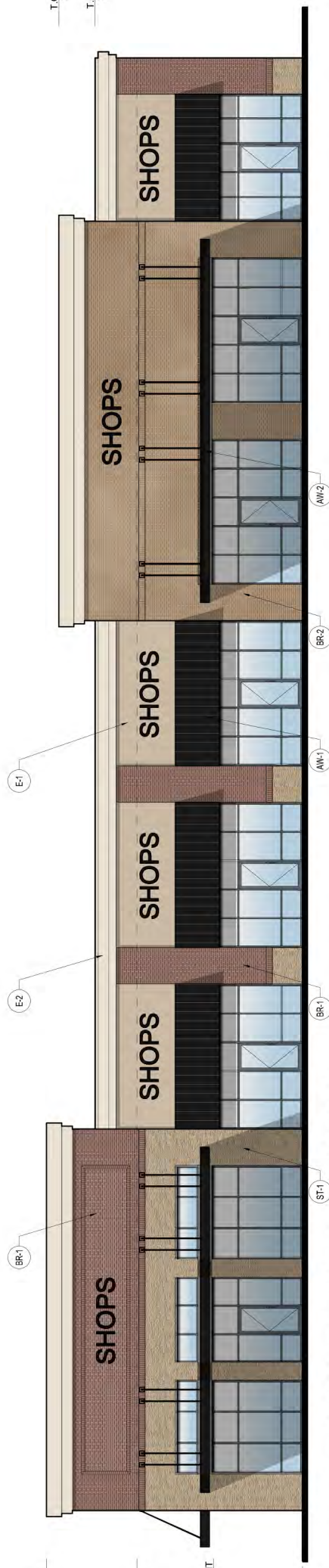




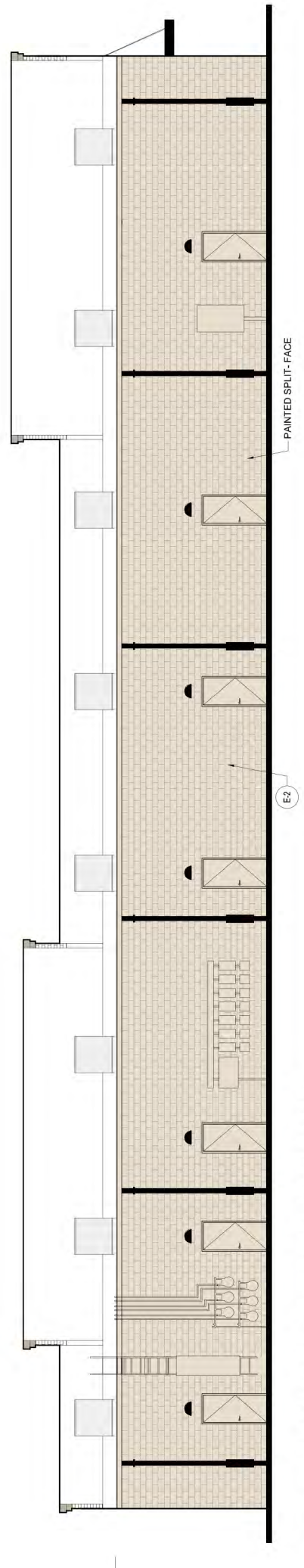
T.O. PARAPET 3  
28'-2" A.F.F.

T.O. PARAPET 2  
26'-10" A.F.F.

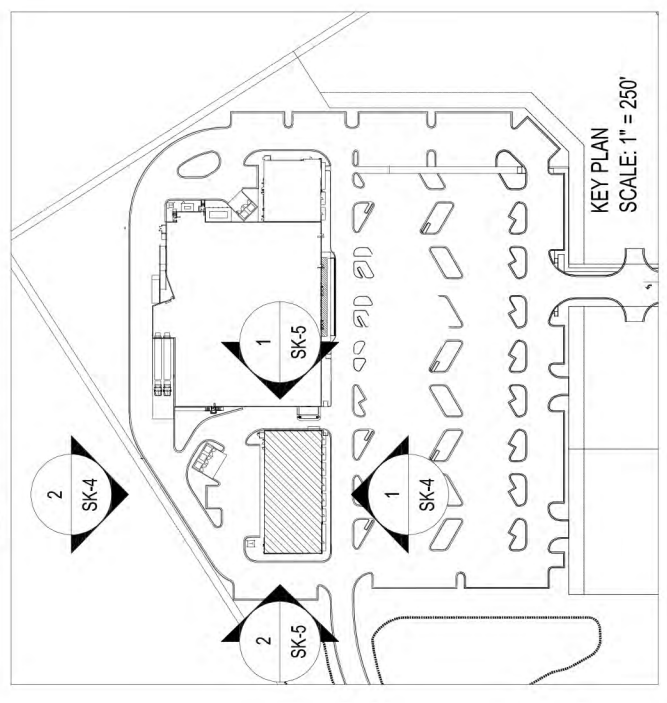
T.O. PARAPET 1  
22'-10" A.F.F.



1 SHOPS B FRONT ELEVATION  
SCALE: 1/16"=1'-0"



2 SHOPS B REAR ELEVATION  
SCALE: 1/16"=1'-0"



### STONE AND BRICK VENEER (MASONRY)

SHOPS B - FRONT ELEVATION	% OF BRICK/STONE MASONRY VENEER	65%
	% OF OTHER ACCENT MATERIALS	35%
SHOPS B - REAR ELEVATION	% OF PAINTED SPLIT FACE BLOCK	100%
	% OF OTHER MATERIALS	0%

### GLAZING LINEAR FEET (%)

BUILDING	FRONT ELEVATION LINEAR FEET	GLAZING %
SHOPS B	160'-0"	78%

### FINISH SCHEDULE

AW-1 / AW-2	PRE-FINISHED METAL CANOPY/STANDING SEAM AWNING - BERRIDGE PRE-FINISHED METAL FINISH COLOR - MATTE BLACK
BR-1	PINEHALL BRICK "NORTHBRIDGE" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
BR-2	PINEHALL BRICK "ATLANTA BLEND" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
E-1	EIFS MEDIUM FINISH - DRYVIT - COLOR TO MATCH 108 MANOR WHITE
E-2	EIFS MEDIUM FINISH - COLOR TO MATCH - SHERWIN-WILLIAMS - SW 6105 DIVINE WHITE
E-3	EIFS MEDIUM FINISH - DRYFIT - COLOR TO MATCH 112 SANDLEWOOD BEIGE
FS-1	FAUX SHUTTERS W/ SOLID BACKER - BERRIDGE PRE-FINISHED METAL FINISH COLOR - CITYSCAPE
ST-1	STONE VENEER - ECHELON MASONRY - WATERFORD STONE "AVONDALE" - MORTAR COLOR: GIANT "SAND"

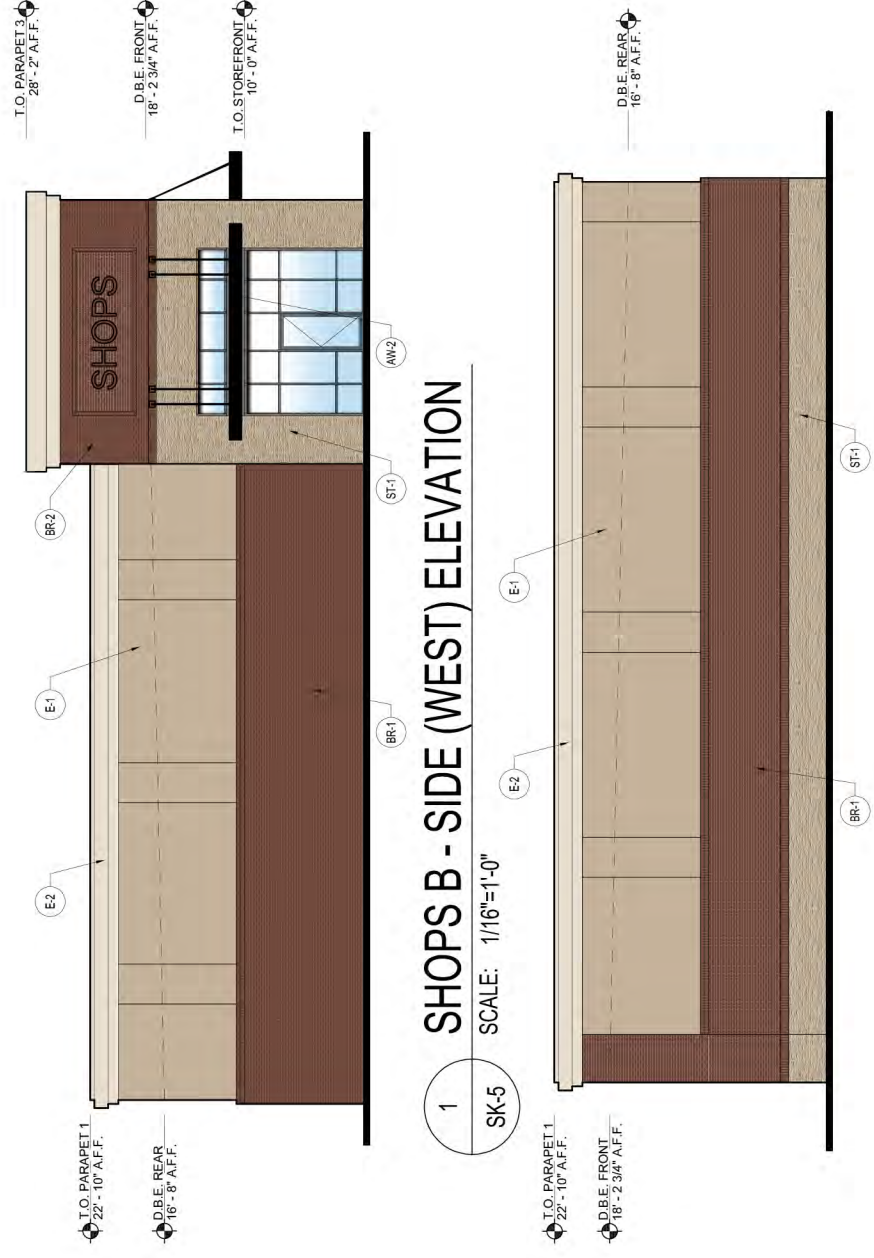


**SHOPS AT  
INDIAN CREEK**

JOB NUMBER: 2370201 | DATE: 03/01/2023 | BY: TG/BR  
DRAWING:  
**SK-4 SHOPS ELEVATIONS**





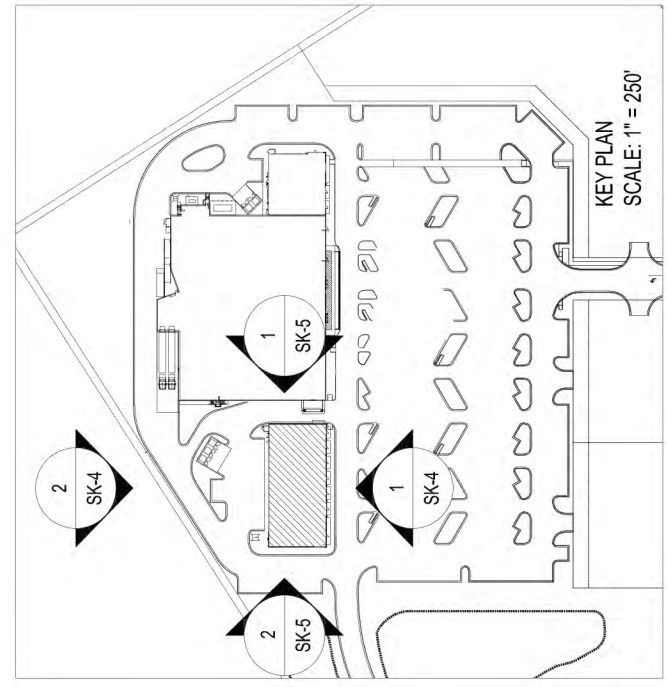


1 SHOPS B - SIDE (WEST) ELEVATION  
SCALE: 1/16"=1'-0"

2 SHOPS B - SIDE (EAST) ELEVATION  
SCALE: 1/16"=1'-0"

### STONE AND BRICK VENEER (MASONRY)

SHOPS B - SIDE ELEVATION (1/SK-5)	% OF BRICK/STONE MASONRY VENEER	58%
	% OF OTHER ACCENT MATERIALS	42%
SHOPS B - SIDE ELEVATION (2/SK-5)	% OF BRICK/STONE MASONRY VENEER	50%
	% OF OTHER ACCENT MATERIALS	50%



### FINISH SCHEDULE

AW-1 / AW-2	PRE-FINISHED METAL CANOPY/STANDING SEAM AWNING - BERRIDGE PRE-FINISHED METAL FINISH COLOR - MATTE BLACK
BR-1	PINEHALL BRICK "NORTHBRIDGE" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
BR-2	PINEHALL BRICK "ATLANTA BLEND" - MODULAR BRICK - MORTAR COLOR: GIANT "SAND"
E-1	EIFS MEDIUM FINISH - DRYVIT - COLOR TO MATCH 108 MANOR WHITE
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FS-1	FAUX SHUTTERS W/ SOLID BACKER - BERRIDGE PRE-FINISHED METAL FINISH COLOR - CITYSCAPE
ST-1	STONE VENEER - ECHELON MASONRY - WATERFORD STONE "AVONDALE" - MORTAR COLOR: GIANT "SAND"



**SHOPS AT  
INDIAN CREEK**

JOB NUMBER: 2370201 | DATE: 03/01/2023 | BY: TG/BR  
DRAWING:  
**SK-5 SHOPS ELEVATIONS**



**PHILLIPS**  
ARCHITECTURE • CONSULTANTS

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E-1  
EIFS MEDIUM FINISH  
DRYVIT - COLOR TO MATCH  
108 MANOR WHITE



E-2  
EIFS MEDIUM FINISH  
COLOR TO MATCH  
SHERWIN-WILLIAMS  
SW 6105 DIVINE WHITE



E-3  
EIFS MEDIUM FINISH  
DRYVIT - COLOR TO MATCH  
112 SANDLEWOOD BEIGE



FS-1  
FAUX SHUTTERS W/ SOLID BACKER  
BERRIDGE PRE-FINISHED METAL  
FINISH COLOR - CITYSCAPE



BR-1  
PINEHALL BRICK "NORTHBRIDGE"  
MODULAR BRICK (OR SIM EQUAL)  
MORTAR COLOR: GIANT "SAND"



BR-2  
PINEHALL BRICK "ALANTA BLEND"  
MODULAR BRICK (OR SIM EQUAL)  
MORTAR COLOR: GIANT "SAND"



ST-1  
STONE VENEER  
ECHELON MASONRY  
WATERFORD STONE "AVONDALE"  
(OR SIMILAR EQUAL)  
MORTAR COLOR: GIANT "SAND"



AW-1 / AW-2  
PRE-FINISHED METAL CANOPY /  
STANDING SEAM AWNING  
BERRIDGE PRE-FINISHED METAL  
FINISH COLOR - MATTE BLACK



**SHOPS AT  
INDIAN CREEK**

JOB NUMBER: 2370201 | DATE: 03/01/23 | BY: MJM/ BAR  
DRAWING: MATERIAL BOARD



**PHILLIPS**  
ARCHITECTURE • CONSULTANTS

5901 PEACHTREE DUNWOODY RD • SUITE A450 • ATLANTA, GA 30328 | 2770.394.1616



## 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 the remodel of an existing structure located at 4971 Bill Gardner Parkway.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** No

**Date Received:** March 6, 2023

**Workshop Date:** April 17, 2023

**Regular Meeting Date:** May 1, 2023

### Discussion:

---

Moody Nolan of Atlanta, GA has submitted building elevation renderings for a proposed remodel of an existing 4157+/- sq. ft. structure located at 4971 Bill Gardner Parkway. The existing IHOP restaurant will be remodeled into a Chase Bank.

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 proposed remodel maintains most existing features of the building's exterior with the exception of the characteristic IHOP A-frame front entry "tower" design and IHOP brand colors. The proposed remodel uses fiber cement board and branded elements to conceal the existing gable that forms the tower. Black awnings will be installed in place of blue.

Chapter 15.44 Architectural Review

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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:**

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**APPROVAL OF THE ARCHITECTURAL BUILDING ELEVATIONS SUBMITTED  
BY MOODY NOLAN FOR JP MORGAN CHASE.**



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

**A RESOLUTION TO APPROVE ARCHITECTURAL PLANS FOR THE EXTERIOR REMODEL OF AN EXISTING STRUCTURE LOCATED AT 4971 BILL GARDNER PARKWAY 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**, Moody Nolan of Atlanta, GA submitted building elevation renderings for a proposed remodel of an existing structure located at 4971 Bill Gardner Parkway 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 Evan Conder appear to meet the requirements of Chapter 15.44 of City of Locust Grove Code.
2. **Conditions.** That the Locust Grove Architectural Review Board finding in Item 1 above is subject to the following conditions:
  - a. Final Colors. That final colors and type of materials be reviewed and approved by

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

- b. Material Changes. 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 1st day of May, 2023.

---

ROBERT S. PRICE, Mayor

ATTEST:

---

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

---

City Attorney



**EXHIBIT “A”**























## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

---

**Item:** Fiscal Year 2023 Budget – 1<sup>st</sup> Quarter Update

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Yes, Most all Funds

**Date Received:** April 12, 2023

**Workshop Date:** April 17, 2023 (Discussion – City Manager)

**Regular Meeting Date:** May 1, 2023 (tentative)

#### Discussion:

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Attached is a working version of the installed 2023 Budget (General Fund). We are working on some revisions to correct errors in the import of the Budget File by Incode, as it installed versions of inactivated account, namely due to funding already allocated to them in the operating period prior to Fiscal Year close-out (Fund 275), although there were some accounts that were not only included but populated with funding using prior year data that was NOT part of the import file and had no discernable activity in them. Luckily, that's been minor so far. The positive news is that we are in a good fiscal condition, with some changes to previously underestimated revenue sources to give us more to allocate as we continue with any more adjustments and corrections.

#### Recommendation:

---

**For discussion only.**



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
		Taxes						
100	3-0000-31.1100	REAL PROPERTY - CURRENT YEAR	0	0	0.0%		-	0.0%
100	3-0000-31.1200	REAL PROPERTY - PRIOR YEAR	0	0	0.0%		-	0.0%
100	3-0000-31.1220	GENERAL BUS LIC INSURANCE	0	0	0.0%		-	0.0%
100	3-0000-31.1315	MOTOR VEHICLE TAVT TAX	25,000.00	22,225.81	88.9%	200,000	225,000	9.9%
100	3-0000-31.1316	ALTERNATIVE AAVT TAX	0	0	0.0%	25,000	25,000	0.0%
100	3-0000-31.1340	INTANGIBLE TAX	80,000.00	5,599.51	7.0%		80,000	7.0%
100	3-0000-31.1350	RAILROAD EQUIPMENT TAX	1,750.00	0	0.0%		1,750	0.0%
100	3-0000-31.1400	PERSONAL PROPERTY - PRIOR YEAR	0	0	0.0%		-	0.0%
100	3-0000-31.1600	REAL ESTATE TRANSFERS	25,500.00	8,877.61	34.8%	4,500	30,000	29.6%
100	3-0000-31.1710	FRANCHISE TAX - ELECTRIC	445,000.00	555,256.30	124.8%	115,000	560,000	99.2%
100	3-0000-31.1711	CAPITAL CREDIT REFUND	0	0	0.0%		-	0.0%
100	3-0000-31.1730	FRANCHISE TAX - NATURAL GAS	37,500.00	0	0.0%		37,500	0.0%
100	3-0000-31.1750	FRANCHISE TAX - CABLE TV	120,000.00	24,581.52	20.5%		120,000	20.5%
100	3-0000-31.1751	FRANCHISE TAX - VIDEO SVC	0	1,939.08	0.0%		-	0.0%
100	3-0000-31.1760	FRANCHISE TAX - TELEPHONE	10,000.00	1,243.86	12.4%		10,000	12.4%
100	3-0000-31.1790	OTHER FRANCHISE TAX	0	18,987.12	0.0%		-	0.0%
100	3-0000-31.3100	LOCAL OPTION SALES /USE TAX	2,877,000.00	583,893.65	20.3%		2,877,000	20.3%
400	3-0000-31.3150	TAVT + AAVT	240,000.00	0	0.0%	(240,000)		0.0%
100	3-0000-31.4201	ALCOHOL TAX	445,000.00	89,987.89	20.2%		445,000	20.2%
100	3-0000-31.4250	DISTILLED SPIRITS ALCOHOL EXCI	0	0	0.0%		-	0.0%
100	3-0000-31.4300	MIXED DRINK EXCISE TAX	0	0	0.0%		-	0.0%
100	3-0000-31.6100	OCCUPATION TAXES	320,000.00	162,614.76	50.8%		320,000	50.8%
100	3-0000-31.6120	REGULATORY FEES	0	8,225.00	0.0%		-	0.0%
100	3-0000-31.6200	INSURANCE PREMIUM TAX	500,000.00	0	0.0%	415,000	915,000	0.0%
100	3-0000-31.6300	FINANCIAL INSTITUTION TAXES	0	0	0.0%		-	0.0%
100	3-0000-31.9000	PENALTIES/INTEREST DEL TAXES	0	0	0.0%		-	0.0%
100		subtotal	5,096,750.00	1,483,432.11	29.1%	549,500	5,646,250	26.3%
100	LICENSES AND PERMITS						-	0.0%
100							-	0.0%
100	3-0000-32.1110	ALCOHOL BEV-BEER LICENSE	17,500.00	0	0.0%		17,500	0.0%
100	3-0000-32.1120	ALCOHOL BEV WINE LICENSE	12,500.00	0	0.0%		12,500	0.0%
100	3-0000-32.1130	ALCOHOL BEV - LIQUOR LICENSE	40,500.00	0	0.0%		40,500	0.0%
100	3-0000-32.1135	LIQUOR/DISTILLD SPIRITS RETAIL	0	0	0.0%		-	0.0%
100	3-0000-32.1200	GENERAL BUSINESS LICENSE	0	0	0.0%		-	0.0%
100	3-0000-32.1210	REAL ESTATE BUSINESS LICENSE	0	0	0.0%		-	0.0%
100	3-0000-32.1220	GENERAL BUS LIC -INSURANCE	22,500.00	14,100.00	62.7%		22,500	62.7%
100	3-0000-32.1900	REGULATORY FEES	35,000.00	500	1.4%	(7,500)	27,500	1.8%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
		Taxes						
100	3-0000-32.2120	BLDG PERMITS /INSPECTIONS -RES	350,000.00	59,090.28	16.9%	(50,000)	300,000	19.7%
100	3-0000-32.2130	BLDG PERMIT/INSPECTIONS -COMM	500,000.00	92,803.27	18.6%		500,000	18.6%
100	3-0000-32.3100	BUSINESS LICENSE PENALTY	0	0	0.0%		-	0.0%
100	3-0000-32.3300	SHORT-TERM VACA RENTAL REG FEE	0	0	0.0%		-	0.0%
100		subtotal	978,000.00	166,493.55	17.0%	(57,500)	920,500	18.1%
100	INTERGOVERNMENTAL REV						-	0.0%
100							-	0.0%
100	3-0000-33.4450	GRANT BULLET PROOF VEST	500	0	0.0%		500	0.0%
100	3-0000-33.4500	GRANT / DONATIONS -COPS	250	1,950.00	780.0%	1,750	2,000	97.5%
100	3-0000-33.5000	DONATION-PLAYGROUND EQUIP	0	0	0.0%		-	0.0%
100	3-0000-33.6100	DONATIONS	0	650	0.0%		-	0.0%
100	3-0000-33.7000	CDBG GRANT	0	0	0.0%		-	0.0%
100		subtotal	750	2600	346.7%		750	346.7%
100	CHARGES FOR SERVICES						-	0.0%
100							-	0.0%
100	3-0000-34.1301	DISPOSITION OF PROPERTY	0	0	0.0%		-	0.0%
100	3-0000-34.1310	ZONING INSPECTION FEES	35,000.00	5,429.30	15.5%		35,000	15.5%
100	3-0000-34.1311	LAND DEVELOPMENT FEES	90,000.00	9,551.20	10.6%		90,000	10.6%
100	3-0000-34.1312	SITE PLAN REVIEW FEES	45,000.00	7,600.00	16.9%		45,000	16.9%
100	3-0000-34.1321	SOIL EROSION FEES	5,000.00	0	0.0%		5,000	0.0%
100	3-0000-34.1323	STREET LIGHT DISTRICT REV.	20,000.00	0	0.0%		20,000	0.0%
100	3-0000-34.1325	TREE REPLACEMENT REVENUE	0	0	0.0%		-	0.0%
100	3-0000-34.1900	SIDEWALKS	0	0	0.0%		-	0.0%
100	3-0000-34.1910	QUALIFYING FEE FOR ELECTION	1,000.00	0	0.0%		1,000	0.0%
100	3-0000-34.1950	ACCIDENT REPORTS	7,500.00	1,865.00	24.9%	2,500	10,000	18.7%
100	3-0000-34.1955	CRIMINAL HISTORY REPORTS	0	0	0.0%		-	0.0%
100	3-0000-34.1960	ADM CHARGE ON FINES	12,500.00	0	0.0%		12,500	0.0%
100	3-0000-34.1990	ADM CHARGE FOR INCODE	15,000.00	0	0.0%		15,000	0.0%
100	3-0000-34.6100	BACKGROUND CHECK FEES	2,000.00	0	0.0%		2,000	0.0%
100	3-0000-34.9001	DONATIONS	0	0	0.0%		-	0.0%
100	3-0000-34.9300	BAD CHECK FEES	100	0	0.0%		100	0.0%
100		subtotal	233,100.00	24,445.50	10.5%	2,500	235,600	10.4%
100	FINES AND FORFEITURES						-	0.0%
100							-	0.0%
100	3-0000-35.1170	FINES & FORFEITURES	650,000.00	53,070.59	8.2%		650,000	8.2%
100	3-0000-35.1175	BOND ACCOUNT	0	0	0.0%		-	0.0%
100		subtotal	650,000.00	53,070.59	8.2%		650,000	8.2%



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	INVESTMENT INCOME						-	0.0%
100							-	0.0%
100	3-0000-36.1000	INTEREST REVENUES	15,000.00	10,352.65	69.0%	25,000	40,000	25.9%
100		subtotal	15,000.00	10,352.65	69.0%	25,000	40,000	25.9%
100	MISCELLANEOUS REVENUE						-	0.0%
100							-	0.0%
100	3-0000-38.1000	RENTS & ROYALTIES	500	0	0.0%		500	0.0%
100	3-0000-38.1010	SPECIAL EVENT PERMIT	500	0	0.0%		500	0.0%
100	3-0000-38.1025	PAVILLION RENTAL	500	0	0.0%		500	0.0%
100	3-0000-38.1050	HOUSE RENTAL - LOCUST ROAD	25,000.00	4,846.10	19.4%		25,000	19.4%
100	3-0000-38.3000	INS REIMBURSE DAMAGE PROPERTY	25,000.00	4,150.00	16.6%		25,000	16.6%
100	3-0000-38.3100	INS REIMBURSE WKS COMP	500	0	0.0%		500	0.0%
100	3-0000-38.3400	INS REIMBURSE FOR OVERPAYMENT	500	0	0.0%		500	0.0%
100	3-0000-38.5000	LMIG PROGRAM	450,000.00	0	0.0%		450,000	0.0%
100	3-0000-38.6000	SARS-COV-2 CARES ACT RELIEF	1,000.00	0	0.0%		1,000	0.0%
100	3-0000-38.6001	AMERICAN RESCUE PLAN ACT	0.00	0	0.0%		-	0.0%
100	3-0000-38.6002	PUB SFTY FISCAL RECOVERY FUND	0	0	0.0%		-	0.0%
100	3-0000-38.6007	INTERGOVERNMENTAL SDS AGREEMEN	0	0	0.0%		-	0.0%
100	3-0000-38.9000	MISCELLANEOUS REVENUE	15,000.00	401.23	2.7%		15,000	2.7%
100	3-0000-38.9010	RETURN CHECK FEES	100	0	0.0%		100	0.0%
100	3-0000-38.9100	REFUNDS POLICE DEPT	0	0	0.0%		-	0.0%
100	3-0000-38.9200	REFUNDS PUBLIC WORKS	0	0	0.0%		-	0.0%
100	3-0000-38.9300	REFUNDS ADMINISTRATIONS	7,500.00	0	0.0%		7,500	0.0%
100	3-0000-38.9900	PRIOR YEAR REVENUE	732,885.00	0	0.0%		732,885	0.0%
100	3-0000-38.9910	RESERVE - TRANSPORTATION	0	0	0.0%		-	0.0%
100		subtotal	1,258,985.00	9,397.33	0.7%	-	1,258,985	0.7%
100	OTHER FINANCIAL SOURCES						-	0.0%
100							-	0.0%
100	3-0000-39.1000	TRANSFER IN - HOTEL MOTEL	-	0	0.0%		-	0.0%
100	3-0000-39.1100	OPERATING TRANSFERS	-	0	0.0%		-	0.0%
100	3-0000-39.1210	ADMIN FEE - WATER TRANSFER IN	255,000.00	0	0.0%		255,000	0.0%
100	3-0000-39.1220	ADMIN FEE - SEWER TRANSFER IN	530,000.00	0	0.0%		530,000	0.0%
100	3-0000-39.1230	ADMIN FEE - SANIT TRANSFER IN	10,000.00	0	0.0%		10,000	0.0%
100	3-0000-39.1240	ADMIN FEE - STORM TRANSFER IN	62,000.00	0	0.0%		62,000	0.0%
100	3-0000-39.1250	ADMIN FEE - H/M TRANSFER IN	105,000.00	0	0.0%		105,000	0.0%
100		subtotal	962,000.00	-	0.0%		962,000	0.0%
100							-	0.0%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	<b>TOTAL REVENUES **</b>		<b>9,179,585.00</b>	<b>1,739,439.08</b>	<b>18.9%</b>	<b>494,500</b>	<b>9,674,085.00</b>	<b>18.0%</b>
100	PERSONAL SVC & EMP BEN						-	0.0%
100	5-1110-51.1150	MAYOR SALARY	10,800.00	2,700.00	25.0%		10,800	25.0%
100	5-1110-51.1155	COUNCIL SALARY	50,400.00	12,600.00	25.0%		50,400	25.0%
100	5-1110-51.2200	FICA (SOCIAL SECURITY)	1,000.00	221.85	22.2%		1,000	22.2%
100	5-1110-51.2400	RETIREMENT	30,000.00	8,419.32	28.1%		30,000	28.1%
100	5-1110-51.2750	UNEMPLOYMENT TAX - GEORGIA	500	69.38	13.9%		500	13.9%
100	AL PERSONAL SVC & EMP	subtotal	92,700.00	24,010.55	25.9%		92,700.00	25.9%
100	RCHASD/CONTRACTED SVC						-	0.0%
100	5-1110-52.1200	PROFESSIONAL SERVICES	1,000.00	0	0.0%		1,000	0.0%
100	5-1110-52.1230	LEGAL	2,500.00	0	0.0%		2,500	0.0%
100	5-1110-52.1301	TECHNICAL - SOFTWARE	15,000.00	3,676.37	24.5%		15,000	24.5%
100	5-1110-52.1302	TECHNICAL - HARDWARE	2,000.00	0	0.0%		2,000	0.0%
100	5-1110-52.3100	RISK MANAGEMENT INSURANCE	17,500.00	0	0.0%		17,500	0.0%
100	5-1110-52.3200	COMMUNICATIONS-CELL PHONES	500	46.42	9.3%		500	9.3%
100	5-1110-52.3220	NETWORK/TELEPHONE	500	0	0.0%		500	0.0%
100	5-1110-52.3310	PUBLIC NOTICES	1,000.00	0	0.0%		1,000	0.0%
100	5-1110-52.3500	TRAVEL MILEAGE REIMBURSEMENT	4,000.00	194.92	4.9%		4,000	4.9%
100	5-1110-52.3600	DUES & FEES	500	347.55	69.5%		500	69.5%
100	5-1110-52.3700	EDUCATION & TRAINING	0	0	0.0%		-	0.0%
100	5-1110-52.3701	EDUCATION & TRAINING - MAYOR	4,500.00	0	0.0%		4,500	0.0%
100	5-1110-52.3702	EDUCATION & TRAINING - TAYLOR	3,750.00	0	0.0%		3,750	0.0%
100	5-1110-52.3703	EDUCATION & TRAINING - GREER	3,750.00	415.58	11.1%		3,750	11.1%
100	5-1110-52.3707	EDUCATION & TRAINING - BOONE	3,750.00	570.89	15.2%		3,750	15.2%
100	5-1110-52.3709	EDUCATION & TRAINING BREEDLOVE	3,750.00	517.36	13.8%		3,750	13.8%
100	5-1110-52.3710	EDUCATION & TRAINING - NEWLY E	0	0	0.0%		-	0.0%
100	5-1110-52.3711	EDUCATION&TRAINING-SHEARO	3,750.00	0	0.0%		3,750	0.0%
100	5-1110-52.3712	EDUCATION & TRAINING-WILLIAMS	3,750.00	438.49	11.7%		3,750	11.7%
100	5-1110-52.3750	MTGS & CONF (RETREATS/HCVMA)	33,500.00	1,210.00	3.6%		33,500	3.6%
100	PURCHASED/CONTRACT	subtotal	105,000.00	7,417.58	7.1%		105,000.00	7.1%
100	SUPPLIES							
100	5-1110-53.1105	OFFICE SUPPLIES	500	0	0.0%		500	0.0%
100	5-1110-53.1785	UNIFORMS	1,000.00	0	0.0%		1,000	0.0%



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	TOTAL SUPPLIES	subtotal	1500	0	0.0%	-	1500	0.0%
100	CAPITAL OUTLAY							
100								
100	5-1110-54.2450	COMP HARDWARE/SERVER CAPITAL	1,500.00	0	0.0%		1,500	0.0%
100	TOTAL CAPITAL OUTLAY	subtotal	1,500.00	0.00	0.0%	-	1,500.00	0.0%
100	TOTAL ELECTED OFFICIALS	<b>TOTAL ELECTED OFFICIALS</b>	<b>200,700.00</b>	<b>31,428.13</b>	<b>15.7%</b>	<b>-</b>	<b>200,700.00</b>	<b>15.7%</b>
100	PERSONAL SVC & EMP BEN							
100								
100	5-1510-51.1100	REGULAR EMPLOYEES	767,750.00	188,803.43	24.6%	90,000	857,750	22.0%
100	5-1510-51.1300	OVERTIME	2,000.00	300.03	15.0%		2,000	15.0%
100	5-1510-51.2100	GROUP INSURANCE	92,500.00	30,978.99	33.5%	8,500	101,000	30.7%
100	5-1510-51.2200	FICA (SOCIAL SECURITY)	9,000.00	2,696.36	30.0%		9,000	30.0%
100	5-1510-51.2400	RETIREMENT	55,000.00	17,170.08	31.2%		55,000	31.2%
100	5-1510-51.2700	WORKER'S COMPENSATION	32,500.00	22,331.00	68.7%	(10,000)	22,500	99.2%
100	5-1510-51.2750	UNEMPLOYMENT TAX - GEORGIA	2,000.00	0	0.0%		2,000	0.0%
100	PERSONAL SVC & EMP	subtotal	960,750.00	262,279.89	27.3%	88,500	1,049,250	25.0%
100	RECHASED/CONTRACTED SVC							
100								
100	5-1510-52.1200	PROFESSIONAL	10,000.00	5	0.1%	15,000	25,000	0.0%
100	5-1510-52.1220	AUDITING	35,000.00	14,865.00	42.5%	15,000	50,000	29.7%
100	5-1510-52.1230	LEGAL	60,000.00	18,406.97	30.7%		60,000	30.7%
100	5-1510-52.1301	TECHNICAL - SOFTWARE	110,000.00	67,741.93	61.6%		110,000	61.6%
100	5-1510-52.1302	TECHNICAL - HARDWARE	25,000.00	560	2.2%		25,000	2.2%
100	5-1510-52.1400	DRUG & MEDICAL	500	55	11.0%		500	11.0%
100	5-1510-52.2210	AUTO/TRUCK EXP	7,500.00	1,180.82	15.7%		7,500	15.7%
100	5-1510-52.2211	AUTO GAS & FUEL	5,000.00	1,725.21	34.5%		5,000	34.5%
100	5-1510-52.2212	CAR ALLOWANCE	3,000.00	750	25.0%		3,000	25.0%
100	5-1510-52.2240	BUILDING & GROUNDS	50,000.00	3,556.65	7.1%		50,000	7.1%
100	5-1510-52.2245	RENTAL PROP - REPAIRS	12,500.00	0	0.0%		12,500	0.0%
100	5-1510-52.2250	OTHER EQUIP. REPAIRS/MAINT	12,000.00	2,575.93	21.5%		12,000	21.5%
100	5-1510-52.2320	RENTAL OF EQUIPMENT & VEHICLE	5,000.00	0	0.0%		5,000	0.0%
100	5-1510-52.3100	RISK MANAGEMENT INSURANCE	30,000.00	0	0.0%		30,000	0.0%
100	5-1510-52.3200	COMMUNICATIONS-CELL PHONES	2,000.00	725.77	36.3%		2,000	36.3%
100	5-1510-52.3205	INTERNET	0	0	0.0%		-	0.0%
100	5-1510-52.3220	NETWORK/TELEPHONE	80,000.00	17,367.46	21.7%		80,000	21.7%
100	5-1510-52.3300	ADVERTISING	2,000.00	0	0.0%		2,000	0.0%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
		Taxes						
100	5-1510-52.3310	PUBLIC NOTICES	2,500.00	1,008.00	40.3%		2,500	40.3%
100	5-1510-52.3500	TRAVEL MILEAGE REIMBURSEMENT	2,500.00	315.71	12.6%		2,500	12.6%
100	5-1510-52.3600	DUES & FEES	6,500.00	3,557.34	54.7%		6,500	54.7%
100	5-1510-52.3700	EDUCATION & TRAINING	15,000.00	1,648.56	11.0%		15,000	11.0%
100	5-1510-52.3750	MEETINGS & CONFERENCE	8,000.00	921.25	11.5%		8,000	11.5%
100	5-1510-52.3851	CONTRACTED SVCS - CITY HALL	20,000.00	5,238.10	26.2%		20,000	26.2%
100	5-1510-52.3855	CONTRACTS & SPONSORSHIPS	10,000.00	588	5.9%		10,000	5.9%
100	5-1510-52.3970	POSTAGE	25,000.00	4,555.69	18.2%	(5,000)	20,000	22.8%
100	PURCHASED/CONTRACT	subtotal	539,000.00	147,348.39	27.3%	25,000	564,000	26.1%
100	SUPPLIES							
100								
100	5-1510-53.1105	OFFICE SUPPLIES	10,000.00	1,776.95	17.8%		10,000	17.8%
100	5-1510-53.1107	BANK & CREDIT CARD CHARGES	25,000.00	750.44	3.0%		25,000	3.0%
100	5-1510-53.1108	CHECK FRAUD PROVISION	0	0	0.0%		-	0.0%
100	5-1510-53.1160	OPERATING EQUIPMENT	1,000.00	0	0.0%		1,000	0.0%
100	5-1510-53.1161	GIFTS & FLOWERS	4,000.00	73.04	1.8%		4,000	1.8%
100	5-1510-53.1164	COVID-19 SUPPLIES	0	0	0.0%		-	0.0%
100	5-1510-53.1165	DISASTER RELIEF SUPPLIES	500	0	0.0%		500	0.0%
100	5-1510-53.1205	UTILITIES	50,000.00	12,230.94	24.5%		50,000	24.5%
100	5-1510-53.1210	STORMWATER FEES	1,500.00	0	0.0%		1,500	0.0%
100	5-1510-53.1700	OTHER SUPPLIES	7,000.00	872.54	12.5%		7,000	12.5%
100	5-1510-53.1728	MAYORS MOTORCADE	1,200.00	0	0.0%		1,200	0.0%
100	5-1510-53.1729	CITY EVENTS	10,000.00	0	0.0%		10,000	0.0%
100	5-1510-53.1785	UNIFORMS	2,500.00	150	6.0%		2,500	6.0%
100	5-1510-53.1790	ELECTION EXPENSE	5,000.00	32,535.87	650.7%	30,000	35,000	93.0%
100	5-1510-53.1795	MISCELLANEOUS	0	0	0.0%		-	0.0%
100	TOTAL SUPPLIES	subtotal	117,700.00	48,389.78	41.1%	30,000	147,700	32.8%
100	CAPITAL OUTLAY				0.0%		-	0.0%
100					0.0%		-	0.0%
100	5-1510-54.1100	ACQUISITION OF PROPERTY	150,000.00	0	0.0%	(75,000)	75,000	0.0%
100	5-1510-54.1310	RENOVATIONS TO CITY HALL	150,000.00	0	0.0%	(75,000)	75,000	0.0%
100	5-1510-54.2200	VEHICLES	0	0	0.0%		-	0.0%
100	5-1510-54.2300	FURNITURE & FIXTURES	20,000.00	0	0.0%		20,000	0.0%
100	5-1510-54.2400	COMPUTERS	25,000.00	0	0.0%		25,000	0.0%
100	5-1510-54.2450	COMP HARDWARE/SERVER CAPITAL	40,000.00	130,745.96	326.9%	110,000	150,000	87.2%
100	5-1510-54.2500	EQUIPMENT	5,000.00	2,974.60	59.5%		5,000	59.5%
100	TOTAL CAPITAL OUTLAY	subtotal	390,000.00	133,720.56	34.3%	(40,000)	350,000	38.2%



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	DEPRECIATION & AMORT							
100								
100	5-1510-56.1000	DEPRECIATION	0	0	0.0%	-	-	0.0%
100	TOTAL DEPRECIATION & AMORT							
100	PAYMENT TO OTHERS							
100								
100	5-1510-57.9000	CONTINGENCIES	17,500.00	0	0.0%	17,500	17,500	0.0%
100	TOTAL PAYMENT TO OTHERS	subtotal	17500	0		-	17,500	0.0%
100	TOTAL ADMINISTRATION							
		<b>Total Administration</b>	<b>2,024,950.00</b>	<b>591,738.62</b>	<b>29.2%</b>	<b>103,500</b>	<b>2,128,450</b>	<b>27.8%</b>
100	PERSONAL SVC & EMP BEN							
100								
100	5-2650-51.1100	REGULAR EMPLOYEES	105,000.00	26,447.07	25.2%		105,000	25.2%
100	5-2650-51.1158	JUDGE SALARY	25,000.00	5,000.00	20.0%		25,000	20.0%
100	5-2650-51.1300	OVERTIME	500	198.2	39.6%		500	39.6%
100	5-2650-51.2100	GROUP INSURANCE	13,500.00	4,312.80	31.9%	4,000	17,500	24.6%
100	5-2650-51.2200	FICA (SOCIAL SECURITY)	1,500.00	381.01	25.4%		1,500	25.4%
100	5-2650-51.2400	RETIREMENT	11,000.00	3,097.32	28.2%	1,500	12,500	24.8%
100	5-2650-51.2500	TUITION REIMBURSEMENTS	0	0	0.0%		-	0.0%
100	5-2650-51.2700	WORKER'S COMPENSATION	3,500.00	2,627.20	75.1%	(500)	3,000	87.6%
100	5-2650-51.2750	UNEMPLOYMENT TAX - GEORGIA	250	8.71	3.5%		250	3.5%
100	TOTAL PERSONAL SVC & EMP	subtotal	160,250.00	42,072.31	26.3%	5,000	165,250	25.5%
100	RECHASED/CONTRACTED SVC							
100								
100	5-2650-52.1230	LEGAL	4,000.00	0	0.0%	(1,000)	3,000	0.0%
100	5-2650-52.1260	SOLICITOR	22,000.00	4,043.45	18.4%	(1,000)	21,000	19.3%
100	5-2650-52.1261	PUBLIC DEFENDER	15,000.00	3,600.00	24.0%		15,000	24.0%
100	5-2650-52.1301	TECHNICAL - SOFTWARE	15,000.00	10,527.69	70.2%	10,000	25,000	42.1%
100	5-2650-52.1302	TECHNICAL - HARDWARE	2,500.00	0	0.0%		2,500	0.0%
100	5-2650-52.1400	DRUG & MEDICAL	200	0	0.0%		200	0.0%
100	5-2650-52.2210	AUTO / TRUCK EXPENSE	0	0	0.0%		-	0.0%
100	5-2650-52.2211	AUTO / TRUCK FUEL	0	0	0.0%		-	0.0%
100	5-2650-52.2250	OTHER EQUIP. REPAIRS/MAINT	0	0	0.0%		-	0.0%
100	5-2650-52.3100	RISK MANAGEMENT INSURANCE	5,000.00	0	0.0%		5,000	0.0%
100	5-2650-52.3200	COMMUNICATIONS-CELL PHONES	500	46.42	9.3%		500	9.3%
100	5-2650-52.3205	INTERNET	1,000.00	0	0.0%	(500)	500	0.0%
100	5-2650-52.3310	PUBLIC NOTICES	100	0	0.0%		100	0.0%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	<b>Budget Category</b>							
	<b>Taxes</b>							
100	5-2650-52.3500	TRAVEL-MILEAGE REIMBURSEMENT	400	0	0.0%		400	0.0%
100	5-2650-52.3600	DUES & FEES	400	148.3	37.1%		400	37.1%
100	5-2650-52.3700	EDUCATION & TRAINING	3,500.00	200	5.7%		3,500	5.7%
100	5-2650-52.3970	POSTAGE	1,000.00	0	0.0%	(250)	750	0.0%
100	5-2650-52.3995	COURT COST-SUBPEONAS	200	0	0.0%		200	0.0%
100	PURCHASED/CONTRACT	subtotal	70,800.00	18,565.86	26.2%	7,250	78,050	23.8%
100	SUPPLIES							
100								
100	5-2650-53.1105	OFFICE SUPPLIES	2,500.00	631.88	25.3%		2,500	25.3%
100	5-2650-53.1107	BANK & CREDIT CARD CHARGES	20,000.00	0	0.0%		20,000	0.0%
100	5-2650-53.1160	OPERATING EQUIPMENT	100	274.3	274.3%	900	1,000	27.4%
100	5-2650-53.1700	OTHER SUPPLIES	1,000.00	32.99	3.3%		1,000	3.3%
100	5-2650-53.1785	UNIFORMS	600	0	0.0%		600	0.0%
100	5-2650-53.1786	BOOT ALLOWANCE	0	0	0.0%		-	0.0%
100	5-2650-53.1795	MISCELLANEOUS	0	0	0.0%		-	0.0%
100	TOTAL SUPPLIES	subtotal	24,200.00	939.17	3.9%	900	25,100	3.7%
100	CAPITAL OUTLAY							
100								
100	5-2650-54.2200	VEHICLES	0	0	0.0%		-	0.0%
100	5-2650-54.2300	FURNITURE & FIXTURES	0	0	0.0%		-	0.0%
100	5-2650-54.2400	COMPUTERS	1,500.00	0	0.0%		1,500	0.0%
100	5-2650-54.2420	PAPERLESS COURT SYSTEM	7,500.00	0	0.0%		7,500	0.0%
100	5-2650-54.2450	COMP HARDWARE/COURTWARE	5,000.00	0	0.0%		5,000	0.0%
100	5-2650-54.2500	EQUIPMENT COMMUNITY SERV	250	0	0.0%		250	0.0%
100	5-2650-54.2550	EQUIPMENT - COURT	1,000.00	0	0.0%		1,000	0.0%
100	TOTAL CAPITAL OUTLAY	subtotal	15250	0	0.0%	-	15250	0.0%
100	DEPRECIATION & AMORT							
100								
100	5-2650-56.1000	DEPRECIATION	0	0	0.0%		-	0.0%
100	TOTAL DEPRECIATION & AMORT	subtotal	0	0	0.0%		-	0.0%
100	PAYMENT TO OTHERS							
100								
100								
100	5-2650-57.2000	JAIL CONSTRUCTION	32,000.00	5,748.84	18.0%		32,000	18.0%
100	5-2650-57.2100	GEORGIA CRIME VICTIMS	1,000.00	0	0.0%		1,000	0.0%
100	5-2650-57.2110	VICTIMS ASSISTANCE FUND	15,500.00	2,665.19	17.2%		15,500	17.2%
100	5-2650-57.2120	POLICE OFFICERS A & B FUND	35,000.00	8,339.39	23.8%	-	35,000	23.8%
100	5-2650-57.2130	POLICE /PROSCUTOR TRAINING	30,000.00	5,223.51	17.4%	(2,500)	27,500	19.0%



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
		Taxes						
100	5-2650-57.2150	SPINAL INJURY TRUST FUND	2,000.00	157.72	7.9%		2,000	7.9%
100	5-2650-57.2160	GBI CRIME LAB	750	0	0.0%		750	0.0%
100	5-2650-57.2170	INDIGENT DEFENSE -POTFIOF	35,000.00	5,636.35	16.1%		35,000	16.1%
100	5-2650-57.2180	DRUG TREATMENT & EDUCATION	6,500.00	0	0.0%		6,500	0.0%
100	5-2650-57.2190	DRIVERS ED & TRAINING FUND	5,000.00	32.97	0.7%		5,000	0.7%
100	5-2650-57.9000	CONTINGENCIES	5,000.00	0	0.0%		5,000	0.0%
100	OTAL PAYMENT TO OTHE	subtotal	167,750.00	27,803.97	16.6%	(2,500)	165,250.00	16.8%
100	TOTAL MUNICIPAL COUR	<b>TOTAL MUNICIPAL COURT</b>	<b>438,250.00</b>	<b>89,381.31</b>	<b>20.4%</b>	<b>10,650</b>	<b>448,900.00</b>	<b>19.9%</b>
100	PERSONAL SVC & EMP BEN				0.0%		-	0.0%
100					0.0%		-	0.0%
100	5-3230-51.1100	REGULAR EMPLOYEES	1,975,000.00	480,990.43	24.4%		1,975,000	24.4%
100	5-3230-51.1300	OVERTIME	40,000.00	24,818.11	62.0%	15,000	55,000	45.1%
100	5-3230-51.2100	GROUP INSURANCE	340,000.00	111,761.53	32.9%	50,000	390,000	28.7%
100	5-3230-51.2200	FICA (SOCIAL SECURITY)	23,000.00	6,717.39	29.2%		23,000	29.2%
100	5-3230-51.2400	RETIREMENT	120,000.00	40,225.13	33.5%	40,000	160,000	25.1%
100	5-3230-51.2500	TUITION REIMBURSEMENTS	0	0	0.0%		-	0.0%
100	5-3230-51.2700	WORKER'S COMPENSATION	48,000.00	39,408.00	82.1%		48,000	82.1%
100	5-3230-51.2750	UNEMPLOYMENT TAX - GEORGIA	3,500.00	91.02	2.6%		3,500	2.6%
100	AL PERSONAL SVC & EMP	subtotal	2,549,500.00	704,011.61	27.6%	105,000	2,654,500.00	26.5%
100	RCHASD/CONTRACTED SVC							
100								
100	5-3230-52.1230	LEGAL	5,000.00	110	2.2%		5,000	2.2%
100	5-3230-52.1301	TECHNICAL - SOFTWARE	70,000.00	25,351.29	36.2%		70,000	36.2%
100	5-3230-52.1302	TECHNICAL - HARDWARE	80,000.00	28,830.85	36.0%		80,000	36.0%
100	5-3230-52.1400	DRUG & MEDICAL	2,000.00	355	17.8%		2,000	17.8%
100	5-3230-52.2210	AUTO/TRUCK EXPENSES	20,000.00	16,458.00	82.3%	20,000	40,000	41.1%
100	5-3230-52.2211	AUTO GAS & FUEL	70,000.00	7,896.38	11.3%	(25,000)	45,000	17.5%
100	5-3230-52.2240	BUILDING & GROUNDS	27,500.00	5,261.84	19.1%		27,500	19.1%
100	5-3230-52.2250	OTHER EQUIP. REPAIRS/MAINT	3,500.00	1,977.92	56.5%		3,500	56.5%
100	5-3230-52.3100	RISK MANAGEMENT INSURANCE	45,000.00	0	0.0%		45,000	0.0%
100	5-3230-52.3200	COMMUNICATIONS-CELL PHONES	27,500.00	7,056.59	25.7%		27,500	25.7%
100	5-3230-52.3201	TELEPHONE	0	0	0.0%		-	0.0%
100	5-3230-52.3205	INTERNET	0	0	0.0%		-	0.0%
100	5-3230-52.3220	NETWORK/TELEPHONE	15,000.00	3,600.08	24.0%		15,000	24.0%
100	5-3230-52.3300	ADVERTISING	1,500.00	0	0.0%		1,500	0.0%
100	5-3230-52.3500	TRAVEL MILEAGE REIMBURSEMENT	1,000.00	0	0.0%		1,000	0.0%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
		Taxes						
100	5-3230-52.3600	DUES & FEES	3,000.00	2,112.85	70.4%		3,000	70.4%
100	5-3230-52.3700	EDUCATION & TRAINING	6,500.00	3,165.62	48.7%	3,500	10,000	31.7%
100	5-3230-52.3750	MEETINGS & CONFERENCE	12,000.00	1,540.60	12.8%		12,000	12.8%
100	5-3230-52.3850	CONTRACT LABOR	0	0	0.0%		-	0.0%
100	5-3230-52.3851	CONTRACTED SVCS - PSB	25,000.00	3,421.50	13.7%	(2,500)	22,500	15.2%
100	5-3230-52.3950	TASK FORCE EXPENSES	0	0	0.0%		-	0.0%
100	5-3230-52.3970	POSTAGE	2,000.00	28.49	1.4%	(500)	1,500	1.9%
100	5-3230-52.3980	INVESTIGATIONS	0	0	0.0%		-	0.0%
100	PURCHASED/CONTRACT	subtotal	416,500.00	107,167.01	25.7%	(4,500)	412,000.00	26.0%
100	SUPPLIES							
100								
100	5-3230-53.1105	OFFICE SUPPLIES	3,500.00	1,000.40	28.6%		3,500	28.6%
100	5-3230-53.1107	BANK & CREDIT CARD CHARGES	25,000.00	0	0.0%		25,000	0.0%
100	5-3230-53.1150	OPERATING SUPPLIES	4,500.00	672.83	15.0%		4,500	15.0%
100	5-3230-53.1160	OPERATING EQUIPMENT	15,000.00	9,396.96	62.6%	2,500	17,500	53.7%
100	5-3230-53.1170	COPS EXPENSE	5,000.00	0	0.0%		5,000	0.0%
100	5-3230-53.1205	UTILITIES	32,500.00	3,449.18	10.6%	(2,500)	30,000	11.5%
100	5-3230-53.1210	STORMWATER FEES	1,000.00	0	0.0%		1,000	0.0%
100	5-3230-53.1700	OTHER SUPPLIES	4,000.00	993.1	24.8%		4,000	24.8%
100	5-3230-53.1785	UNIFORMS	26,000.00	4,838.89	18.6%		26,000	18.6%
100	5-3230-53.1795	MISCELLANEOUS	0	0	0.0%		-	0.0%
100	TOTAL SUPPLIES	subtotal	116,500.00	20,351.36	17.5%	-	116,500.00	17.5%
100	CAPITAL OUTLAY							
100								
100	5-3230-54.1310	PUBLIC SAFETY BUILDING	15,000.00	0	0.0%		15,000	0.0%
100	5-3230-54.2200	VEHICLES	140,000.00	152,552.00	109.0%	25,000	165,000	92.5%
100	5-3230-54.2300	FURNITURE & FIXTURES	7,000.00	0	0.0%		7,000	0.0%
100	5-3230-54.2400	COMPUTERS	10,000.00	7,224.08	72.2%		10,000	72.2%
100	5-3230-54.2450	COMP HARDWARE/SERVER CAPITAL	10,000.00	0	0.0%	(5,000)	5,000	0.0%
100	5-3230-54.2500	EQUIPMENT	127,500.00	13,880.50	10.9%		127,500	10.9%
100	TOTAL CAPITAL OUTLAY	subtotal	309,500.00	173,656.58	56.1%	20,000	329,500.00	52.7%
100	INTERFUND CHARGES						-	0.0%
100							-	0.0%
100	5-3230-55.2300	JUDGEMENTS	7,500.00	0	0.0%	(1,000)	6,500	0.0%
100	TOTAL INTERFUND CHARG	subtotal	7,500.00	0.00	0.0%	(1,000)	6,500.00	0.0%
100	DEPRECIATION & AMORT							
100								



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	<b>Budget Category</b>							
	<b>Taxes</b>							
100	5-3230-56.1000	DEPRECIATION	0	0	0.0%		-	0.0%
100	TOTAL DEPRECIATION & AM	subtotal	0	0	0.0%		0	0.0%
100	PAYMENT TO OTHERS							
100								
100	5-3230-57.9000	CONTINGENCIES	12,500.00	0	0.0%	(1,500)	11,000	0.0%
100	TOTAL PAYMENT TO OTHE	subtotal	12,500.00	0.00	0.0%	(1,500)	11,000.00	0.0%
100	DEBT SERVICE							
100								
100	5-3230-58.1204	PD INCODE SOFTWARE PRINCIPAL	0	0	0.0%		-	0.0%
100	5-3230-58.1205	LEASE BUILDING FOR SQUAD RM	0	0	0.0%		-	0.0%
100	5-3230-58.2204	PD INCODE SOFTWARE INTEREST	0	0	0.0%		-	0.0%
100	TOTAL DEBT SERVICE	subtotal	0	0	0.0%	-	0	0.0%
100	TOTAL POLICE DEPARTMEN	<b>TOTAL POLICE DEPARTMENT</b>	<b>3,412,000.00</b>	<b>1,005,186.56</b>	<b>29.5%</b>	<b>118,000</b>	<b>3,530,000.00</b>	<b>28.5%</b>
100	PERSONAL SVC & EMP BEN							
100								
100	5-4210-51.1100	REGULAR EMPLOYEES	600,000.00	141,435.63	23.6%		600,000	23.6%
100	5-4210-51.1200	SEASONAL EMPLOYEES	3,000.00	0	0.0%		3,000	0.0%
100	5-4210-51.1300	OVERTIME	10,000.00	4,564.94	45.6%	10,000	20,000	22.8%
100	5-4210-51.2100	GROUP INSURANCE	139,000.00	38,184.39	27.5%	15,000	154,000	24.8%
100	5-4210-51.2200	FICA (SOCIAL SECURITY)	7,500.00	2,071.05	27.6%		7,500	27.6%
100	5-4210-51.2400	RETIREMENT	60,000.00	16,034.45	26.7%		60,000	26.7%
100	5-4210-51.2700	WORKER'S COMPENSATION	29,500.00	15,763.20	53.4%	(2,500)	27,000	58.4%
100	5-4210-51.2750	UNEMPLOYMENT TAX - GEORGIA	2,500.00	3.85	0.2%		2,500	0.2%
100	TOTAL PERSONAL SVC & EMP	subtotal	851,500.00	218,057.51	25.6%	22,500	874,000.00	24.9%
100	PURCHASED/CONTRACTED SVC							
100								
100	5-4210-52.1200	PROFESSIONAL	1,000.00	0	0.0%		1,000	0.0%
100	5-4210-52.1230	LEGAL	500	0	0.0%		500	0.0%
100	5-4210-52.1250	ENGINEERING	25,000.00	0	0.0%		25,000	0.0%
100	5-4210-52.1301	TECHNICAL - SOFTWARE	30,000.00	1,694.59	5.6%		30,000	5.6%
100	5-4210-52.1302	TECHNICAL - HARDWARE	2,500.00	0	0.0%		2,500	0.0%
100	5-4210-52.1400	DRUG & MEDICAL	1,500.00	901.15	60.1%		1,500	60.1%
100	5-4210-52.2210	AUTO/TRUCK EXPENSES	10,000.00	7,125.60	71.3%	5,000	15,000	47.5%
100	5-4210-52.2211	AUTO GAS & FUEL	27,500.00	2,931.75	10.7%	(2,500)	25,000	11.7%
100	5-4210-52.2240	BUILDING & GROUNDS	10,000.00	3,077.63	30.8%		10,000	30.8%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
		Taxes						
100	5-4210-52.2250	OTHER EQUIP. REPAIRS/MAINT	15,000.00	2,325.19	15.5%		15,000	15.5%
100	5-4210-52.2260	STREET MAINTENANCE & PAVING	50,000.00	4,227.52	8.5%		50,000	8.5%
100	5-4210-52.2320	RENTAL OF EQUIPMENT & VEHICLE	17,500.00	697.46	4.0%		17,500	4.0%
100	5-4210-52.3100	RISK MANAGEMENT INSURANCE	31,500.00	0	0.0%		31,500	0.0%
100	5-4210-52.3200	COMMUNICATIONS-CELL PHONES	7,000.00	1,918.13	27.4%		7,000	27.4%
100	5-4210-52.3201	TELEPHONE	0	0	0.0%		-	0.0%
100	5-4210-52.3205	INTERNET	5,000.00	0	0.0%		5,000	0.0%
100	5-4210-52.3310	PUBLIC NOTICES	200	0	0.0%		200	0.0%
100	5-4210-52.3600	DUES & FEES	2,500.00	834.85	33.4%		2,500	33.4%
100	5-4210-52.3700	EDUCATION & TRAINING	2,000.00	0	0.0%		2,000	0.0%
100	5-4210-52.3750	MEETINGS & CONFERENCE	750	204.85	27.3%		750	27.3%
100	5-4210-52.3940	TREE MAINTENANCE	30,000.00	17,312.55	57.7%		30,000	57.7%
100	PURCHASED/CONTRACT	subtotal	269,450.00	43,251.27	16.1%	2,500	271,950.00	15.9%
100	SUPPLIES						-	0.0%
100							-	0.0%
100	5-4210-53.1105	OFFICE SUPPLIES	1,500.00	118.25	7.9%		1,500	7.9%
100	5-4210-53.1150	OPERATING SUPPLIES	15,000.00	944.51	6.3%		15,000	6.3%
100	5-4210-53.1160	OPERATING EQUIPMENT	8,000.00	5,776.82	72.2%	5,000	13,000	44.4%
100	5-4210-53.1205	UTILITIES	35,500.00	877.74	2.5%	(2,500)	33,000	2.7%
100	5-4210-53.1210	STORMWATER FEES	2,000.00	0	0.0%		2,000	0.0%
100	5-4210-53.1225	STREET LIGHTS	117,500.00	19,040.97	16.2%		117,500	16.2%
100	5-4210-53.1230	STREET LIGHT DISTRICT SVCS	25,000.00	7,267.26	29.1%		25,000	29.1%
100	5-4210-53.1700	OTHER SUPPLIES	3,000.00	549.31	18.3%		3,000	18.3%
100	5-4210-53.1720	CHRISTMAS DECORATIONS	5,000.00	3,481.51	69.6%		5,000	69.6%
100	5-4210-53.1725	SIGNALS,STRT SIGNS,MARKINGS	30,000.00	3,855.28	12.9%		30,000	12.9%
100	5-4210-53.1775	REPAIR DAMAGE PROPERTY	10,000.00	4,000.00	40.0%		10,000	40.0%
100	5-4210-53.1785	UNIFORMS	15,000.00	3,665.61	24.4%		15,000	24.4%
100	5-4210-53.1786	BOOT ALLOWANCE	1,000.00	0	0.0%		1,000	0.0%
100	5-4210-53.1795	MISCELLANEOUS	0	0	0.0%		-	0.0%
100	TOTAL SUPPLIES	subtotal	268,500.00	49,577.26	18.5%	2,500	271,000.00	18.3%
100	CAPITAL OUTLAY						-	0.0%
100							-	0.0%
100	5-4210-54.1401	BILL GRDNR PKWY/SR 42 IMPROVE	0	0	0.0%		-	0.0%
100	5-4210-54.1405	STATE LMIG PAVING	0	0	0.0%	200,000	200,000	0.0%
100	5-4210-54.1406	HENRY CO. HWY MAINT.	0	0	0.0%		-	0.0%
100	5-4210-54.1407	SIGNALS & INTERSECTIONS	0	0	0.0%		-	0.0%
100	5-4210-54.2200	VEHICLES	50,000.00	0	0.0%		50,000	0.0%



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	5-4210-54.2300	FURNITURE & FIXTURES	1,500.00	0	0.0%		1,500	0.0%
100	5-4210-54.2400	COMPUTER	0	0	0.0%		-	0.0%
100	5-4210-54.2450	COMP HARDWARE/SERVER CAPITAL	5,000.00	0	0.0%		5,000	0.0%
100	5-4210-54.2500	EQUIPMENT	55,000.00	4,508.44	8.2%		55,000	8.2%
100	5-4210-54.2700	SECURITY SYSTEM	0	0	0.0%		-	0.0%
100	TOTAL CAPITAL OUTLAY	subtotal	111,500.00	4,508.44	4.0%	200,000	311,500.00	1.4%
100	DEPRECIATION & AMORT						-	0.0%
100							-	0.0%
100	5-4210-56.1000	DEPRECIATION	0	0	0.0%		-	0.0%
100	TOTAL DEPRECIATION & AMORT	subtotal	0	0	0.0%	-	0	0.0%
100	PAYMENT TO OTHERS							
100								
100	5-4210-57.3100	CLAIMS	0	0	0.0%		-	0.0%
100	5-4210-57.9000	CONTINGENCIES	5,000.00	0	0.0%		5,000	0.0%
100	TOTAL PAYMENT TO OTHERS	subtotal	5,000	0	0.0%	-	5,000	0.0%
100	TOTAL STREET DEPARTMENT	<b>TOTAL STREET DEPARTMENT</b>	<b>1,505,950.00</b>	<b>315,394.48</b>	<b>20.9%</b>	<b>227,500</b>	<b>1,733,450.00</b>	<b>18.2%</b>
100	PERSONAL SVC & EMP BEN						-	0.0%
100							-	0.0%
100	5-4220-51.1100	REGULAR EMPLOYEES	44,500.00	11,972.80	26.9%		44,500	26.9%
100	5-4220-51.1300	OVERTIME	1,000.00	352.77	35.3%		1,000	35.3%
100	5-4220-51.2100	GROUP INSURANCE	3,000.00	4	0.1%		3,000	0.1%
100	5-4220-51.2200	FICA (SOCIAL SECURITY)	500	178.72	35.7%		500	35.7%
100	5-4220-51.2400	RETIREMENT	1,000.00	1,202.70	120.3%	3,500	4,500	26.7%
100	5-4220-51.2500	TUITION REIMBURSEMENTS	0	0	0.0%		-	0.0%
100	5-4220-51.2700	WORKER'S COMPENSATION	2,000.00	1,313.40	65.7%		2,000	65.7%
100	5-4220-51.2750	UNEMPLOYMENT TAX - GEORGIA	250	0	0.0%		250	0.0%
100	TOTAL PERSONAL SVC & EMP BEN	subtotal	52,250.00	15,024.39	28.8%	3,500	55,750.00	26.9%
100	RECHASED/CONTRACTED SVC							
100								
100	5-4220-52.1400	DRUG & MEDICAL	125	0	0.0%		125	0.0%
100	5-4220-52.2210	AUTO/TRUCK EXPENSES	2,000.00	0	0.0%	(500)	1,500	0.0%
100	5-4220-52.2211	AUTO GAS & FUEL	1,000.00	0	0.0%	(500)	500	0.0%
100	5-4220-52.2240	BUILDING & GROUNDS	5,000.00	1,028.68	20.6%		5,000	20.6%
100	5-4220-52.2250	OTHER EQUIP. REPAIRS/MAINT	3,500.00	0	0.0%		3,500	0.0%
100	5-4220-52.3100	RISK MANAGEMENT INSURANCE	2,500.00	0	0.0%		2,500	0.0%
100	5-4220-52.3200	COMMUNICATIONS-CELL PHONES	250	0	0.0%		250	0.0%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	5-4220-52.3205	INTERNET	0	0	0.0%		-	0.0%
100	5-4220-52.3600	DUES & FEES	200	49.65	24.8%		200	24.8%
100	5-4220-52.3700	EDUCATION & TRAINING	1,000.00	0	0.0%		1,000	0.0%
100	5-4220-52.3851	REPAIR SERVICES	45,000.00	0	0.0%	(15,000)	30,000	0.0%
100	PURCHASED/CONTRACT	subtotal	60,575.00	1,078.33	1.8%	(16,000)	44,575.00	2.4%
100	SUPPLIES							
100								
100	5-4220-53.1150	OPERATING SUPPLIES	7,500.00	3,796.91	50.6%	2,500	10,000	38.0%
100	5-4220-53.1160	OPERATING EQUIPMENT	5,000.00	639.98	12.8%		5,000	12.8%
100	5-4220-53.1205	UTILITIES	2,500.00	0	0.0%		2,500	0.0%
100	5-4220-53.1700	OTHER SUPPLIES	1,500.00	407.01	27.1%		1,500	27.1%
100	5-4220-53.1785	UNIFORMS	400	0	0.0%		400	0.0%
100	5-4220-53.1786	BOOT ALLOWANCE	120	0	0.0%		120	0.0%
100	5-4220-53.1795	MISCELLANEOUS	0	0	0.0%		-	0.0%
100	5-4220-53.2320	RENTAL OF EQUIPMENT & VEHICLE	500	0	0.0%		500	0.0%
100	TOTAL SUPPLIES	subtotal	17,520.00	4,843.90	27.6%	2,500	20,020.00	24.2%
100	CAPITAL OUTLAY							
100								
100	5-4220-54.2100	MACHINERY	1,000.00	0	0.0%		1,000	0.0%
100	5-4220-54.2200	VEHICLES	0	0	0.0%		-	0.0%
100	5-4220-54.2300	FURNITURE & FIXTURES	1,000.00	0	0.0%		1,000	0.0%
100	5-4220-54.2400	COMPUTER	0	0	0.0%		-	0.0%
100	5-4220-54.2450	COMP HARDWARE/SERVER CAPITAL	500	0	0.0%		500	0.0%
100	5-4220-54.2500	EQUIPMENT	500	0	0.0%		500	0.0%
100	TOTAL CAPITAL OUTLAY	subtotal	3,000.00	0.00	0.0%	-	3,000.00	0.0%
100	DEPRECIATION & AMORT							
100								
100	5-4220-56.1000	DEPRECIATION	0	0	0.0%		-	0.0%
100	AL DEPRECIATION & AMORT							
100	PAYMENT TO OTHERS							
100								
100	5-4220-57.9000	CONTINGENCIES	1,000.00	0	0.0%	(250)	750	0.0%
100	TOTAL PAYMENT TO OTHERS	subtotal	1,000.00	0.00	0.0%	(250)	750.00	0.0%
100	TOTAL FLEET MAINTENANCE	<b>TOTAL FLEET MAINTENANCE</b>	<b>134,345.00</b>	<b>20,946.62</b>	<b>15.6%</b>	<b>(10,250)</b>	<b>124,095.00</b>	<b>16.9%</b>
100	PERSONAL SVC & EMP BEN							
100								



FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	<b>Budget Category</b>							
	<b>Taxes</b>							
100	5-6220-51.1100	REGULAR EMPLOYEES	30,000.00	0	0.0%	(2,500)	27,500	0.0%
100	5-6220-51.1300	OVERTIME	500	0	0.0%		500	0.0%
100	5-6220-51.2100	GROUP INSURANCE	2,500.00	0	0.0%		2,500	0.0%
100	5-6220-51.2200	FICA (SOCIAL SECURITY)	200	0	0.0%		200	0.0%
100	5-6220-51.2400	RETIREMENT	500	0	0.0%		500	0.0%
100	5-6220-51.2500	TUITION REIMBURSEMENTS	0	0	0.0%		-	0.0%
100	5-6220-51.2700	WORKER'S COMPENSATION	500	0	0.0%		500	0.0%
100	5-6220-51.2750	UNEMPLOYMENT TAX - GEORGIA	200	0	0.0%		200	0.0%
100	PERSONAL SVC & EMP	subtotal	34,400.00	0.00	0.0%	(2,500)	31,900.00	0.0%
100	PURCHASED/CONTRACTED SVC							
100								
100	5-6220-52.2240	BUILDING & GROUNDS	20,000.00	1,309.25	6.5%		20,000	6.5%
100	5-6220-52.3100	RISK MANAGEMENT INSURANCE	1,000.00	0	0.0%		1,000	0.0%
100	5-6220-52.3220	NETWORK/TELEPHONE	0	719.86	0.0%		-	0.0%
100	PURCHASED/CONTRACT	subtotal	21,000.00	2,029.11	9.7%	-	21,000.00	9.7%
100	SUPPLIES							
100								
100	5-6220-53.1205	UTILITIES	25,000.00	5,962.87	23.9%		25,000	23.9%
100	5-6220-53.1210	STORMWATER FEES	5,000.00	0	0.0%		5,000	0.0%
100	5-6220-53.1600	OPERATING SUPPLIES	2,500.00	0	0.0%		2,500	0.0%
100	5-6220-53.1700	OTHER SUPPLIES	2,000.00	63.64	3.2%		2,000	3.2%
100	TOTAL SUPPLIES	subtotal	34,500.00	6,026.51	17.5%	-	34,500.00	17.5%
100	CAPITAL OUTLAY							
100								
100	5-6220-54.1100	REPAIRS & MAINTENANCE	1,000.00	0	0.0%		1,000	0.0%
100	5-6220-54.1101	TANGER PARK	2,500.00	0	0.0%		2,500	0.0%
100	5-6220-54.1300	BUILDINGS	2,500.00	0	0.0%		2,500	0.0%
100	TOTAL CAPITAL OUTLAY	subtotal	6,000.00	0.00	0.0%	-	6,000.00	0.0%
100	TOTAL PARKS & RECREATION	<b>TOTAL PARKS &amp; RECREATION</b>	<b>95,900.00</b>	<b>8,055.62</b>	<b>8.4%</b>	<b>(2,500)</b>	<b>93,400.00</b>	<b>8.6%</b>
100	PERSONAL SVC & EMP BEN							
100								
100	5-7220-51.1100	REGULAR EMPLOYEES	510,000.00	128,176.33	25.1%		510,000	25.1%
100	5-7220-51.1300	OVERTIME	1,000.00	0	0.0%		1,000	0.0%
100	5-7220-51.2100	GROUP INSURANCE	57,500.00	20,874.78	36.3%	15,000	72,500	28.8%
100	5-7220-51.2200	FICA (SOCIAL SECURITY)	6,000.00	1,798.32	30.0%		6,000	30.0%
100	5-7220-51.2400	RETIREMENT	30,000.00	9,276.01	30.9%		30,000	30.9%

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	5-7220-51.2700	WORKER'S COMPENSATION	12,500.00	9,195.20	73.6%	(2,500)	10,000	92.0%
100	5-7220-51.2750	UNEMPLOYMENT TAX - GEORGIA	1,000.00	0	0.0%		1,000	0.0%
100	AL PERSONAL SVC & EMP	subtotal	618,000.00	169,320.64	27.4%	12,500	630,500.00	26.9%
100	RCHASD/CONTRACTED SVC						-	0.0%
100							-	0.0%
100	5-7220-52.1200	PROFESSIONAL	55,000.00	43.25	0.1%		55,000	0.1%
100	5-7220-52.1230	LEGAL	5,000.00	1,162.30	23.2%		5,000	23.2%
100	5-7220-52.1250	ENGINEERING	20,000.00	0	0.0%		20,000	0.0%
100	5-7220-52.1301	TECHNICAL - SOFTWARE	45,000.00	52,847.09	117.4%	40,000	85,000	62.2%
100	5-7220-52.1302	TECHNICAL - HARDWARE	7,500.00	0	0.0%	(1,500)	6,000	0.0%
100	5-7220-52.1400	DRUG & MEDICAL	250	0	0.0%		250	0.0%
100	5-7220-52.2210	AUTO/TRUCK EXPENSES	2,000.00	0	0.0%		2,000	0.0%
100	5-7220-52.2211	AUTO GAS & FUEL	7,500.00	580.64	7.7%		7,500	7.7%
100	5-7220-52.2250	OTHER EQUIP. REPAIRS/MAINT	7,000.00	1,857.95	26.5%		7,000	26.5%
100	5-7220-52.3100	RISK MANAGEMENT INSURANCE	10,000.00	0	0.0%		10,000	0.0%
100	5-7220-52.3200	COMMUNICATIONS-CELL PHONES	3,500.00	893.04	25.5%		3,500	25.5%
100	5-7220-52.3201	TELEPHONE	500	0	0.0%		500	0.0%
100	5-7220-52.3205	INTERNET	1,500.00	0	0.0%		1,500	0.0%
100	5-7220-52.3310	PUBLIC NOTICES	4,000.00	187	4.7%		4,000	4.7%
100	5-7220-52.3600	DUES & FEES	1,500.00	398.55	26.6%		1,500	26.6%
100	5-7220-52.3700	EDUCATION & TRAINING	7,500.00	279	3.7%		7,500	3.7%
100	5-7220-52.3850	CONTRACT LABOR	275,000.00	76,780.00	27.9%		275,000	27.9%
100	5-7220-52.3900	ABATEMENT	12,500.00	0	0.0%		12,500	0.0%
100	5-7220-52.3970	POSTAGE	1,000.00	0	0.0%		1,000	0.0%
100	PUURCHASED/CONTRACT	subtotal	466,250.00	135,028.82	29.0%	38,500	504,750.00	26.8%
100	SUPPLIES							
100								
100	5-7220-53.1105	OFFICE SUPPLIES	7,500.00	447.44	6.0%	(1,500)	6,000	7.5%
100	5-7220-53.1107	BANK & CREDIT CARD CHARGES	18,500.00	676.63	3.7%		18,500	3.7%
100	5-7220-53.1160	OPERATING EQUIPMENT	1,000.00	0	0.0%		1,000	0.0%
100	5-7220-53.1700	OTHER SUPPLIES	0	0	0.0%		-	0.0%
100	5-7220-53.1785	UNIFORMS	3,000.00	633.02	21.1%		3,000	21.1%
100	5-7220-53.1786	BOOT ALLOWANCE	240	0	0.0%		240	0.0%
100	5-7220-53.1795	MISCELLANEOUS	0	0	0.0%		-	0.0%
100	TOTAL SUPPLIES	subtotal	30,240.00	1,757.09	5.8%	(1,500)	28,740.00	6.1%
100	CAPITAL OUTLAY							
100								

FUND	General Fund	Account Name	Budget	Actual Q1	Percent	Amendment	New Balance	Percent
	Budget Category							
	Taxes							
100	5-7220-54.2200	VEHICLES	0	0	0.0%		-	0.0%
100	5-7220-54.2300	FURNITURE & FIXTURES	5,000.00	0	0.0%		5,000	0.0%
100	5-7220-54.2400	COMPUTERS	5,000.00	0	0.0%		5,000	0.0%
100	5-7220-54.2450	COMPUTER MAINTENANCE	20,000.00	0	0.0%	(10,000)	10,000	0.0%
100	5-7220-54.2500	EQUIPMENT	1,500.00	6,181.75	412.1%	9,000	10,500	58.9%
100	TOTAL CAPITAL OUTLAY	subtotal	31,500.00	6,181.75	19.6%	(1,000)	30,500.00	20.3%
100	DEPRECIATION & AMORT						-	0.0%
100							-	0.0%
100	5-7220-56.1000	DEPRECIATION	0	0	0.0%		-	0.0%
100	TOTAL DEPRECIATION & AMORT	subtotal	0	0	0.0%	-	0	0.0%
100	PAYMENT TO OTHERS						-	0.0%
100							-	0.0%
100	5-7220-57.9000	CONTINGENCIES	2,000.00	0	0.0%	(500)	1,500	0.0%
100	TOTAL PAYMENT TO OTHERS	subtotal	2,000.00	0.00	0.0%	(500)	1500	0.0%
100	TOTAL COMMUNITY DEVELOPMENT		<b>1,147,990.00</b>	<b>312,288.30</b>	<b>27.2%</b>	<b>48,000</b>	<b>1,195,990.00</b>	<b>26.1%</b>
<b>100</b>	<b>TOTAL EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>	<b>8,960,085.00</b>	<b>2,374,419.64</b>	<b>26.5%</b>	<b>494,900</b>	<b>9,454,985.00</b>	<b>25.1%</b>
<b>100</b>	<b>VER/(UNDER) EXPENDITURES</b>	<b>EXPENDITURES</b>	<b>219,500.00</b>	<b>-634,980.56</b>			<b>219,100.00</b>	





## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

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

### Item Coversheet

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**Item: Ordinance Revision to Chapter 15.36 – Post Development Stormwater Regulations**

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** Proposed April 26, 2023

**Budget Item:** Yes, Fund 570 – Stormwater

**Date Received:** April 12, 2023

**Workshop Date:** May 15, 2023

**Regular Meeting Date:** June 5, 2023

#### Discussion:

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Attached is an Ordinance to bring the City's current Post Development Stormwater Management regulations into full compliance with the Metropolitan North Georgia Water Planning District's and EPD's requirements for all cities and counties within the 16-County Planning Region. The regulations will place stricter requirements on development in the control of rainwater runoff per the Model Ordinance approved by the MNGWPD in 2020. We are also working on an ordinance to amend the Stormwater Utility Ordinance to increase the rates for development to be equal to Henry County and surrounding areas. We have not modified the rate since its inception in 2008.

#### Recommendation:

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**Discussion only. Pending final drafting and legal review before the next public hearing at May's Workshop.**

**Model Ordinance for Post-Construction Stormwater Management for New  
Development and Redevelopment**

**Chapter 15.36 Post-Construction Stormwater Management or New Development and  
Redevelopment.**

15.36.010 – General Provisions

A. Findings of fact. It is hereby determined that:

Land development projects and other land use conversions – along with their associated changes to land cover - permanently alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes that increase flooding, stream channel erosion, and sediment transport and deposition;

Land development projects and other land use conversions also contribute to increased nonpoint source pollution and degradation of receiving waters;

The impacts of post-development stormwater runoff quantity and quality can adversely affect public safety, public and private property, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters;

These adverse impacts can be controlled and minimized through the regulation of stormwater runoff quantity and quality from new development and redevelopment by the use of both structural facilities (including green infrastructure) as well as nonstructural measures, such as the conservation of open space and greenspace areas and other low impact development. The preservation and protection of natural areas and greenspace for stormwater management benefits is encouraged through the use of incentives or "credits." The Georgia Greenspace Program provides a mechanism for the preservation and coordination of those greenspace areas which provide stormwater management quality and quantity benefits;

Localities in the state of Georgia are required to comply with a number of both state and federal laws, regulations and permits which require a locality to address the impacts of post-development stormwater runoff quality and nonpoint source pollution, including the Georgia Department of Natural Resources – Environmental Protection Division (DNR, EPD) as well as the Metropolitan North Georgia Water Planning District (MNGWPD); and

Therefore, the city of Locust Grove has established this set of stormwater management policies to provide reasonable guidance for the regulation of post-development stormwater runoff for the purpose of protecting local water resources from degradation. It has determined that it is in the public interest to regulate post-development stormwater runoff discharges in order to

control and minimize increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff.

**B. Purpose and Intent.** The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post- construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the City of Locust Grove is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District’s regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

**15.36.010 Definitions.** For this Chapter, the terms below shall have the following meanings:

“administrator” means the person appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section 15.36.040

“applicant” means a person submitting a land development application for approval.  
“BMP” or “best management practice” means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

“BMP landscaping plan” means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

“channel” means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

“detention” means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

“detention facility” means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

“development” means new development or redevelopment.

“extended detention” means the storage of stormwater runoff for an extended period of time.



“extreme flood protection” means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

“flooding” means a volume of surface water that exceeds the banks or walls of a BMP, or channel; and overflows onto adjacent lands.

“GSMM” means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

“hotspot” means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

“impervious surface” means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into the soil.

“Industrial Stormwater General Permit” means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for stormwater discharges associated with industrial activity. The permit regulates pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

“infiltration” means the process of percolating stormwater runoff into the subsoil.

“inspection and maintenance agreement” means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components on a site.

“land development application” means the application for a land development permit on a form provided by the City of Locust Grove along with the supporting documentation required in Section [Y]-10(a).

“land development permit” means the authorization necessary to begin construction-related, land-disturbing activity.

“land disturbing activity” means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

“linear feasibility program” means a feasibility program developed by the City of Locust Grove and submitted to the Georgia Environmental Protection Division, which sets reasonable

criteria for determining when implementation of stormwater management standards for linear transportation projects being constructed by the City of Locust Grove is infeasible.

“linear transportation projects” means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

“MS4 Permit” means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the City of Locust Grove’s municipal separate storm sewer (MS4) system.

“new development” means land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

“nonpoint source pollution” means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

“overbank flood protection” means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain).

“owner” means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

“person” means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

“post-construction stormwater management” means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

“post-development” means the conditions anticipated to exist on site immediately after completion of the proposed development.

“practicability policy” means the latest edition of the Metropolitan North Georgia Water Planning District’s Policy on Practicability Analysis for Runoff Reduction.

“pre-development” means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

“pre-development hydrology” means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

“previously developed site” means a site that has been altered by paving, construction, and/or land disturbing activity.

“redevelopment” means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

“routine maintenance” means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

“runoff” means stormwater runoff.

“site” means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

“stormwater concept plan” means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

“stormwater management plan” means a plan for post-construction stormwater management at the site that meets the requirements of Section 15.36.080 (D) and is included as part of the land development application.

“stormwater management standards” means those standards set forth in Section 15.36.070.

“stormwater management system” means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration,



treatment, and disposal of stormwater runoff in a manner designed to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote public health, safety and general welfare.

“stormwater runoff” means flow on the surface of the ground, resulting from precipitation.

“subdivision” means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the City of Locust Grove’s MS4 permit.

15.36.030. Adoption and Implementation of the GSMM; Conflicts and Inconsistencies.

- A. In implementing this Article, the City of Locust Grove shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.
- B. This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of Locust Grove’s MS4 permit and this Chapter, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.
- C. If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

15.36.040 (Section [Y]-4.) Designation of Administrator. The city manager, or, in the absence of a city manager, the Mayor and City Council, may from time to time appoint someone to administer and implement this Article.

15.36.050 Section [Y]-5. Applicability Criteria for Stormwater Management Standards. This Article applies to the following activities:

- A. New development that creates or adds 5,000 square feet or greater of new

impervious surface area or that involves land disturbing activity of 1 acre of land or greater;

- B. Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;
- C. New development and redevelopment if
  - (1) such new development or redevelopment is part of a subdivision or other common plan of development, and
  - (2) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (1) and (2) above;
- D. Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and
- E. Linear transportation projects that exceed the threshold in A or B above.

15.36.060 Section [Y]-6. Exemptions from Stormwater Management Standards. This Article does not apply to the following activities:

- A. Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- B. Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- C. Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- D. Repairs to any stormwater management system deemed necessary by the administrator;
- E. Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 15.036.050 (A) or (B) above;
- F. Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 15.036.050 (A) or (B) above;

- G. Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and
- H. Linear transportation projects being constructed by the City of Locust Grove to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report that is compliant with the City of Locust Grove linear feasibility program shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

15.36.070 Section [Y]-7. Stormwater Management Standards. Subject to the applicability criteria in Section 15.36.050 and exemptions in Section 15.36.060, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

- A. Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- B. Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):
  - (1) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
  - (2) Natural Drainage Divides and Patterns,
  - (3) Natural Drainage Features (e.g., swales, basins, depressional areas),
  - (4) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
  - (5) Predominant soils (including erodible soils and karst areas), and
  - (6) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.
- C. Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.
- D. Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be



provided by using the following:

- (1) For development with a stormwater management plan submitted before
    - (a) **June 5, 2023**, the applicant may choose either (A) Runoff Reduction or
    - (b) (B) Water Quality.
  
  - (2) For development with a stormwater management plan submitted on or after
    - (a) **June 5, 2023**, the applicant shall choose (A) Runoff Reduction and
    - (b) additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.
    - (c) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.
    - (d) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2 inch rainfall event.
  
  - (3) If a site is determined to be a hotspot as detailed in Section 15.36.050, the City of Locust Grove may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.
- E. Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:
- (1) 24-hour extended detention storage of the 1-year; 24-hour return frequency storm event;
  - (2) Erosion prevention measures, such as energy dissipation and velocity control; and
  - (3) Preservation of any applicable stream buffer.
- F. Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.
- G. Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.

- H. Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.
- I. Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the City of Locust Grove, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section [Y]-16.

15.36.080 Section [Y]-8. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

- A. Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the City of Locust Grove. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the City of Locust Grove when applying for a Determination of Infeasibility through the Practicability Policy.
- B. The stormwater concept plan shall be prepared using the minimum following steps:
  - (1) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).
  - (2) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).
  - (3) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).
- C. The stormwater concept plan shall contain:

- (1) Common address and legal description of the site,
- (2) Vicinity map, and
- (3) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:
  - (a) Existing and proposed topography (minimum of 2-foot contours),
  - (b) Perennial and intermittent streams,
  - (c) Mapping of predominant soils from USDA soil surveys,
  - (d) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,
  - (e) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),
  - (f) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,
  - (g) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,
  - (h) Preliminary estimates of unified stormwater sizing criteria requirements,
  - (i) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,
  - (j) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,
  - (k) Flow paths,
  - (l) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and
  - (m) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

D. The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional



Engineer or a registered Landscape Architect licensed in the state of Georgia. **Items (3), (4), (5), and (6)** shall be sealed and signed by a registered Professional Engineer licensed in the state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

- (1) Natural Resources Inventory
  - (2) Stormwater Concept Plan
  - (3) Existing Conditions Hydrologic Analysis
  - (4) Post-Development Hydrologic Analysis
  - (5) Stormwater Management System
  - (6) Downstream Analysis
  - (7) Erosion and Sedimentation Control Plan
  - (8) BMP Landscaping Plan
  - (9) Inspection and Maintenance Agreement
  - (10) Evidence of Acquisition of Applicable Local and Non-Local Permits
  - (11) Determination of Infeasibility (if applicable)
- E. For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures
- (1) As-built Drawings
  - (2) Hydrology Reports
  - (3) Current inspection of existing stormwater management structures with deficiencies noted
  - (4) BMP Landscaping Plans

15.36.090 Section [Y]-9. Application Fee. The fee for review of any land development application shall be based on the fee structure established by the **[local jurisdiction]**, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

15.36.100 Section [Y]-10. Application Procedures. Land development applications are handled as part of the process to obtain the land disturbance permit pursuant to **[insert local ordinance reference]** or building permit **[insert local ordinance reference]**, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedure:

- A. File a land development application with the City of Locust Grove on the City's form of application with the following supporting materials:
- (1) the stormwater management plan prepared in accordance with Section 15.36.080 (D),
  - (2) a certification that the development will be performed in accordance with the stormwater management plan once approved,
  - (3) a [Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy], and
  - (4) an acknowledgement that applicant has reviewed the [local jurisdiction's] form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.
- B. The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.
- C. If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.
- D. If the application and supporting materials are approved, the City of Locust Grove may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

15.36.110 Section [Y]-11. Compliance with the Approved Stormwater Management Plan. All development shall be:

- A. consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and
- B. conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

15.36.120 Section [Y]-12. Inspections to Ensure Plan Compliance During Construction. Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the City of Locust Grove or conducted and certified by a professional engineer who has been approved by the City. Inspections shall use the approved stormwater management plan for establishing compliance. All inspections shall be documented with

written reports that contain the following information:

- A. The date and location of the inspection;
- B. Whether the stormwater management system is in compliance with the approved stormwater management plan;
- C. Variations from the approved stormwater management plan; and
- D. Any other variations or violations of the conditions of the approved stormwater management plan.

15.36.130 Section [Y]-13. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of the development, the applicant is responsible for:

- A. Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,
- B. Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,
- C. Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and
- D. Delivering to the City of Locust Grove a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the City with the request for a final inspection. The **City of Locust Grove** shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

15.36.140 .Section [Y]-14. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to **[insert local ordinance reference]** or the underlying building permit pursuant to **[insert local ordinance reference]**. To address a violation of this Article, the City of Locust Grove shall have all the powers and remedies that are available to it for other violations of



building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

15.36.150 Section [Y]-15. Maintenance by Owner of Stormwater Management Systems Predating Current GSMM. For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

15.36.160 Section [Y]-16. Inspection and Maintenance Agreements.

A. The owner shall execute an inspection and maintenance agreement with the City of Locust Grove obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City of Locust Grove. After the inspection and maintenance agreement has been signed by the owner and the City, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

B. The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City. Upon any sale or transfer of the site, the new owner shall notify the City of Locust Grove in writing within 30 days of the name or official title of the new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.

C. The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

- (1) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the City of Locust Grove.
- (2) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

15.36.170 Section [Y]-17. Right of Entry for Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the **[local jurisdiction's]** right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the **[local jurisdiction]** shall have the right to enter and make inspections pursuant to the **[local jurisdiction's]** general provisions for property maintenance inspections pursuant to **[insert reference to existing local ordinance providing for right of entry and inspections for general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]**.

15.13.180 Section [Y]-18. Owner's Failure to Maintain the Stormwater Management System. The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to **[local jurisdiction]**. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

A. An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to **[insert reference to existing local ordinance on violations of general property maintenance obligations, whether under the local administration procedures for the Georgia Statewide Minimum Construction Codes or other local property maintenance ordinance]** and

B. To address such a failure to maintain the stormwater management system, the City of Locust Grove shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.



**To be incorporated into new ordinance.**

**15.36.150 - Violations, enforcement and penalties.**

Any action or inaction which violates the provisions of this chapter or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

A.

Notice of violation. If the city and/or its designee determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this chapter, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this chapter without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

(1)

The name and address of the owner or the applicant or the responsible person;

(2)

The address or other description of the site upon which the violation is occurring;

(3)

A statement specifying the nature of the violation;

(4)

A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;

(5)

A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,

(6)

A statement that the determination of violation may be appealed to the city council and/or its designee by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four hours' notice shall be sufficient).

B.

Penalties. In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the city and/or its designee shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the city and/or its designee may take any one or more of the following actions or impose any one or more of the following penalties.

(1)



Stop work order - The city and/or its designee may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

(2)

Withhold certificate of occupancy - The city and/or its designee may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(3)

Suspension, revocation or modification of permit - The city and/or its designee may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the city and/or its designee may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(4)

Civil penalties - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the city and/or its designee shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four hours' notice shall be sufficient) after the city and/or its designee has taken one or more of the actions described above, the city and/or its designee may impose a penalty not to exceed one thousand dollars (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

(5)

Criminal penalties - For intentional and flagrant violations of this chapter, the city and/or its designee may issue a citation to the applicant or other responsible person, requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed one thousand dollars or imprisonment for a period of up to sixty days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

C.

Holds on occupation permits. Occupation permits will not be granted until corrections to all stormwater practices have been made and accepted by the city and/or its designee.