



CITY COUNCIL MEETING AGENDA

Thursday, October 10, 2024 at 6:30 PM

Council Chambers

1. CALL TO ORDER

- A. Invocation and Pledge to the Flag
- B. Roll Call
- C. Adoption of Agenda

2. CONSENT AGENDA

- [A.](#) i3 Verticles, LLC Software Purchase - Police and Court \$5,500.00/month (100-2000-571060)
- [B.](#) 2025 Gwinnett County Hazard Mitigation Plan
- [C.](#) 2024 ARPA Paving Contract Approval - The Scruggs Company - \$980,000.00 (NTE) (371-4200-531110)
- [D.](#) WQC Plant Spreader Truck - \$123,518.78 ARPA Funding (371-4300-542200)
- [E.](#) Last Month's Minutes
- [F.](#) Last Month's Financial Report

3. PLANNING & DEVELOPMENT COMMITTEE REPORT

- [A.](#) **Case #A24-012** – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP requests Annexation of property located at Tuck Road, Conyers Road, Loganville, GA 30052. Map/Parcel #LG060010ADP, LG0600100DP, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP) of 61.213+/- acres.
- [B.](#) **Case #R24-013** – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP filed an application requesting to rezone approximately 201.376+/- acres located at Tuck Road, Conyers Road, Loganville, GA 30052. Map/Parcel #LG060010, LG060010A00, LG060010ADP, LG0600100DP, LG060009, LG060011, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP) The property owner is Tuck Family Farm LLP C/O Sherry S Grider. The current zoning is A2, R-44, CH, unzoned and the requested zoning is PUV with the proposed development of mixeduse development with 232 single-family homes, 150 townhomes, and 23,200 square feet of commercial space as well as greenspace.
- [C.](#) **Case #V24-014** – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP requested a Major Variance for the property located Tuck Road, Conyers Road Loganville, GA 30052 at Parcels #LG060010, LG060010A00, LG060010ADP, LG0600100DP, LG060009, LG060011, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP). Present zoning is A2, R-44, CH. Ordinance and Section from which relief is sought is Zoning Ordinance 119-221(d)(2) to allow phase development.

4. FINANCE / HUMAN RESOURCES COMMITTEE REPORT

5. PUBLIC SAFETY COMMITTEE REPORT

6. PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT

7. PUBLIC WORKS / FACILITIES COMMITTEE REPORT

8. ECONOMIC DEVELOPMENT COMMITTEE REPORT

- [A.](#) 7 Rules for a Successful Downtown Resolution

9. CITY MANAGER'S REPORT

[A.](#) Re-adoption - Certified City of Ethics Resolution

[B.](#) Ethics Commission Appointments - Discussion

10. CITY ATTORNEY'S UPDATES / REPORTS

11. EXECUTIVE SESSION

12. ADJOURNMENT

*Denotes Non-Budgeted Items subject to Reserve Funds

The Mayor and Council may choose to go into executive session as needed in compliance with Georgia Law.

The City of Loganville reserves the right to make changes to the agenda as necessary. Any additions and/or corrections to the agenda will be posted immediately at City Hall.




Loganville Police Department
605 Tom Brewer Road
Loganville, Georgia 30052

M.D. Lowry
Chief of Police

770-466-8087 Phone

770-466-6679 Fax

MEMORANDUM

To: Mr. Danny Roberts
From: Chief M.D. Lowry 
Ref: Police and Court Software
Date: September 30, 2024

BACKGROUND

In August 2022, we implemented JusticeOne software from our current vendor, Courtware Systems, after being informed that they would be archiving our then current system, CloudCop. To be blunt, this software has been a total failure by any measure. JusticeOne does not meet our needs and many of the features we were promised have not been delivered. Not only have significant efforts been made by police staff to work with this vendor to improve this software, but Technology Director Kyle MacKenzie has also been fully involved as well, and all our efforts have led to frustration and no improvement to the system.

Recently, the Municipal Court has been informed that their current software will also be archived, which would force them into a JusticeOne platform for court services software. Clearly, this is an untenable situation for the Court, in the same way it is to the Police Department.

STAFF RECCOMENDATION

In that light, we have been evaluating multiple police and court software vendors for the last 18 months with the provision that the vendor must be able to provide the following minimum requirements:

1. Complete police Records Management to include State of Georgia compliant Incident, Accident, Juvenile, Criminal Trespass and Booking Modules.
2. Integrated real time crime and incident mapping; both from fixed stations and mobility versions.

3. Complete mobility system to include in-car reporting, e-ticketing citations, GCIC capability, person searches and importation to reports and real time live GPS mapping.
4. Complete Evidence and Property management to include bar code tracking and inventory and GBI crime lab compatibility.
5. Complete Court interface to include citation tracking, court calendar creation, subpoena creation and tracking, warrant creation and failure to appear notifications.
6. Citation data transfer from PD software to Court software.
7. In person payment capabilities as well as 24-hour online citation payment capability.

After careful consideration we have selected Synergistic Software Inc (SSI), an i3 Verticals company, to provide their InterOp RMS and InterOp Mobile Data Solution for the Police Department and CJT Court Management system for the Municipal Court. We used a much earlier version of this software in the past, and after careful review to include visits with other agencies using this software package, we are confident it will meet all the requirements set forth above as well as others.

COST

I have attached a quote from SSI on this integrated software package, with a projected implementation date of 90-120 days after acceptance. Our current combined software cost is \$5500.00 per month, and SSI has agreed to meet this fee for a period of at least 36 months. They have also agreed, as shown on the quote, to forego \$8,535.00 in associated “startup” costs.

Currently, the SSI CEO is coordinating with Technology Director Kyle MacKenzie as to data conversion options, with the most desirable option being creation of a separate database that would include all previous police records going back for a period of approximately 20 years, which would have the additional benefit of the technology department. Due to the intricacies of this unique data conversion option, we will make a separate request when the feasibility evaluation is done and the current plan is to cover this one-time data conversion cost from our Federal Forfeiture Fund.

REQUEST

We request approval from the Council for the Mayor to sign the required software agreement and allow us to proceed with this much needed software conversion program.



QUOTE

i3 Verticals InterOp Public Safety Suite
 Technology Driven. Human Powered.

Date: September 3, 2024
 Quote #: 09-003

To: **Logansville Police Department**
 Chief Lowry
 605 Tom Brewer Rd.
 Loganville, Ga. 30052

Salesperson	Email	Project	Good Thru
Shawn Witmer	switmer@i3verticals.com	InterOp® RMS/Mobile	10/30/24
Qty	Description	Unit Price	Line Total
Project Costs			
	Software Licensing Fees - Monthly Subscription 36 Months	\$ 5,500.00	\$ 5,500.00
0	InterOp® RMS & (25) InterOp® Mobile Data Solution : Includes Mapping/AVL, GCIC/NCIC & Intergrated Query Importing into Citations, Criminal Trespass Warning, Vehicle Impounds & Ga Crash Report w/GEARS Portal Interface. Data Reporting for user activity. RMS includes all current modules, NIRBS, QuarterMaster & CID Case Management. Court Case Management Software: Includes GHS Collection Module, EZCourt Online Payment Portal & Citation Data Conversion		\$ -
Hardware Fees			
0	GPS Devices for AVL- GlobalStat	\$ 65.00	\$ (65.00)
1	Evidence Scanner	\$ 300.00	\$ (300.00)
1	Evidence Labels - tamper resistant, initial single roll	\$ 225.00	\$ (225.00)
1	Case Thermal Paper - perforated, 5 yr rating, 36 rolls	\$ 310.00	\$ (310.00)
1	Electronic Signature Pad	\$ 135.00	\$ (135.00)
One-Time Service Fees- Included within Monthly Payment			
0	Basic Training and Installation Package - Includes onsite installation and training 3 days	\$ 3,200.00	\$ (3,200.00)
0	Project Management & Agency System Configuration/Build-out	\$ 2,800.00	\$ (2,800.00)
0	Citation Data Export/Exchange to CJT Software (agency switching to CJT)	\$ 1,500.00	\$ (1,500.00)
Agency to use existing hardware & Provide Server if needed*			
One-Time Costs Total, Due at Contract Signing			\$ -
Annual Maintenance Project Costs			
1	Customer Support & Systems Maintenance & Software Upgrades Included with Monthly Subscription Payment Option	\$ -	0.00

Terms and Conditions

- Estimate.** This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid until the Good Thru date listed above. **Hardware quote valid for 30 days ONLY.**
- Services.** Upon acceptance by you, i3 Verticals will perform the printing or other services described in the estimate. Any additional services requested by you and not covered by the estimate will incur additional charges.
- Schedule.** The services will be completed and delivery will be made in accordance with the schedule in the estimate, or as otherwise approved by the parties in writing.
- Changes.** Changes in the specifications, quantities, schedule or other aspects of the services that are requested or approved by you do not become binding upon live unless accepted by i3 Verticals in writing. Any such changes may result in additional or increased charges, and you agree to pay such increased charges.
- Payment.** Please DO NOT pay this quote. Once accepted, you will receive an invoice for any hardware and start up costs detailed above. Final payment of any remaining balance, unless otherwise outlined in terms above, shall be due upon installation. Any subscription payments will begin upon installation unless, unless otherwise outlined in terms above. Invoices are generated monthly by default, but can be billed annually if preferred.
- Citation Payments.** Client shall be responsible for notifying the court provider of any amount due to i3 per citation. If applicable, fees should be remitted monthly. Should i3 not be able to collect fees due, for any reason, account shall be converted to a monthly subscription at a rate not less than \$1,200 per month.
- Minimum Term.** CLIENT agrees to a minimum three (3) year or thirty six (36) month Service period ("Initial Term"), which will automatically renew annually thereafter unless terminated sooner in accordance with this Agreement

Quote Accepted By: _____

Date: _____



MASTER AGREEMENT

Effective as of October 10th, 2024 (the "Effective Date").

By and Between

i3 Verticals, LLC ("i3")

40 Burton Hills Blvd., Ste. 415

Nashville, TN 75482

And

City of Loganville Police Department ("Client")

605 Tom Brewer Rd #100.

Loganville, GA 30052

Attention: _____

Telephone No.: _____

E-mail Address: _____

Attention: Skip Baliles

Telephone No: (470) 718-1743

E-mail Address: sbaliles@loganville-ga.gov

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

WebJury Annex

GFA, Payroll, Payroll Online Annex

Clerk Connect Annex

i-Ticket Annex

uVisionPLUS PRO Annex

Law Enforcement Annex

CJT Case Management Annex

GHS Collections Annex

TrueSign Annex

iLEMS Annex

ODR Annex

InterOP Annex

EZCourt Pay Payment Platform

Credit/Debit Payment Processing

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

The parties have executed this Master Agreement as of the Effective Date.

i3:

By: _____

Signature

Name: _____

Title: _____

Date: _____

Client:

By: _____

Signature

Name: Skip Baliles

Title: Mayor

Date: October 10th, 2024



GENERAL TERMS AND CONDITIONS

1. SaaS Solution Subscription; Solution Software License.

- (a) **Software as a Service.** i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
- (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
- (c) **Scope.** Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
- (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
- (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.
- (f) **Restrictions on Use.**
- i. Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
 - ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other devise or mechanism. The Solutions are made available for use solely in the United States of America.

- iii. i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

- (a) **Maintenance and Support.** i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
- (b) **Configuration and Training.** i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
- (c) **Custom Programming: Professional Services.** Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
- (d) **Equipment.** i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
- (e) **Credit Card Processing.** Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
- (f) **Training.** Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.
3. **Fees.** Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.

4. Term and Termination. Unless the applicable Annex provides otherwise:

- (a) Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
- (b) Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

5. Security; Client Data; Intellectual Property.

(a) Security.

- (i) As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give

notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

(b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse

without specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
 - (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. i3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
 - (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF i3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY i3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) i3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
 - (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- 7. Indemnity.** i3 will indemnify and hold harmless Client, its officials, directors and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability, or loss. Neither Party will have an obligation to indemnify the other Party for any losses to the extent they are caused by the actions or failure to act of the indemnified Party, including without limitation, the failure to take actions to mitigate such losses.
- 8. Insurance.** i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.
- 9. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

- 10. Confidentiality.** Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order.
- 11. Non-Solicitation by Client.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3's employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.
- 12. Audit.** For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.
- 13. Miscellaneous.**
- (a) **Notice.** All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.
 - (b) **Force Majeure.** Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.
 - (c) **Independent Contractors.** i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.
 - (d) **Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.

- (e) **Survival.** The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 hereof will survive the termination or expiration of this Agreement.
- (f) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) **Governing Law.** This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State of Tennessee, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction.

14. Definitions.

- (a) "Documentation" means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) "Users" means those individuals that Client provides (or that i3 provides at Client's request) user identifications and passwords to Client's account.
- (c) "Third Party Software" means software and services authored by a third party.

InterOp® Annex

This InterOp® Annex supplements the terms of the Master Agreement.

1.0 LICENSING

The System(s) listed herein and in reference to i3 Verticals quotes in the following addendums for

InterOp® RMS – Site User Licenses - Subscription

InterOp® Mobile 35 (all modules) Subscription User Licenses

2.0 FEES

Fees for the services and products specified herein are specified in Exhibit B. The fees identified as ONE TIME or UP-FRONT FEES shall be due upon execution of this Agreement. \$5,000.00 Fee identified as Monthly Subscription or Maintenance shall be due or begin upon installation.

2.1 CLIENT will be responsible for any hardware not explicitly outlined in this proposal ex: laptops, mounts, servers, thermal printers and etc,

3.0 HARDWARE

CLIENT will be responsible for any hardware, i.e. workstations, laptops, mounts, servers, thermal printers and replacement hardware etc beyond what is specifically listed in Exhibit B as well as third party vehicle installation.

4.0. MINIMUM TERM. This Agreement, you agree to a minimum Thirty-Six (36)-month Service period ("Initial Term"), which will automatically renew from year to year thereafter unless terminated sooner in accordance with this Agreement (each a "Renewal Term").

5.0 TECHNICAL SUPPORT SERVICES. I3 will provide technical support as necessary to InterOp® systems so long as CLIENT is in good standing with all charges and CLIENT has an active technical support plan. Technical support will be provided on a best-efforts basis and may require onsite work to be determined by I3.

I3:

By: _____
Signature

Client:

By: _____
Signature

Name: _____

Name: Skip Baliles

Title: _____

Title: Mayor

Date: _____

Date: October 10th, 2024

EXHIBIT B:

CJT Annex

This CJT Annex supplements the terms of the Master Agreement.

1. Definitions.

- a. "Application" means the web-based application, provided by CJT Software.
- b. "Error" means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.
- c. "Error Correction" means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Client and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.
- d. "Major Release" means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.
- e. "Minor Release" means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.
- f. "Products" means the Application, Documentation and any hardware purchased by Client from CJT (the "Hardware").
- g. "Release" means either a Major Release or a Minor Release.

2. Support. CJT agrees to provide to Client the following support services with respect to the Application (collectively, the "Support Services"):

- a. CJT shall provide Client technical assistance by telephone or on-line with the Integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms described below. Client shall designate no more than two (2) technical contacts to request and receive telephone or on-line support services from CJT as set forth below ("Support Contacts").
- b. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.
- c. CJT shall make available to Client from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its Clients. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.
- d. CJT shall not be responsible for: (i) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Client or any other person or entity of the Application or any portion thereof; (ii) Application or hardware other than the Application (or Hardware, to the extent Client has purchased maintenance services for the Hardware specified in an Attachment); (iii) failure by Client to install mandatory Error Corrections or Releases provided to Client by CJT from time to time; (iv) Application installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Client arising from the foregoing, such services shall be billed to Client as Additional Services (defined below); (v) In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the failure of Client to properly network its computer systems. Access blockages caused by Client's own firewalls, or on any other basis (whether based on contract, tort, strict liability or otherwise).

3. Support Services Contact Information:

Help Desk/Tech. Support: 1-877-262-7405

Toll Free Office: 1-800-205-6943

Office Direct Dial: 1-770-720-9833

Fax: 1-770-720-9836

Support Email: info@cjtsoftware.com

eBlvd Request for Support

Client Support Contacts:

Please list the email address and phone number of your designated individual/individuals below:

General Contact Information: _____Program Issues/Support Contact: _____DDS Transmissions: _____Other: _____

4. Minimum System Requirements

The following are the minimum system requirements recommended by CJT. The minimum requirements must be met before Integration of your program(s). Failure to meet Integration requirements by your scheduled Integration date could result in the delay of Integration and or reduced functionality of the program.

PCM.Net/TCM.Net/MCCM.net/StateCourtManager.com/mymayorscourt.com

onlinewarrant.com/Municipalcourtmanager.com

- Windows 7 or better
- 6 GB RAM minimum
- 500 GB hard drive
- Integrated 10/100/1000 Ethernet
- 21 inch monitor
- High Speed Internet Connection minimum of 10 Mbps Down and 2 Mbps Up
- Approved Internet Browser - IE or Google Chrome
- TWAIN Compliant Scanners if utilizing document imaging through CJT Software
- Installation of Designated Remote Access Program of CJT's Choice*

**Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the Client, the Client shall be responsible for any additional access charges and or any additional Application requirement purchases, whether made by CJT or Client, to allow remote access for CJT support technicians.*

5. Support Services Response Time:

CJT's required response times and resolution will vary on the severity of the problem faced by the Client and the time of day in which Client's problem occurs. CJT's hours of operation are Monday through Friday 8:00 a.m. – 5:00 p.m. except stated holidays. CJT's required response times are as follows:

<u>Priority Code</u>	<u>The client Impact</u>	<u>Initial Contact with Support Contact</u>
Level 1	Business Halted	Immediate: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 2	Business Impacted	Within one hour of submission: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 3	Non-Critical/Request	Within 24 – 48 hours depending upon request. Initial follow-up/notice of receipt will be within one hour of submission. 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Hardware or Application which prevents Client's ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

- Examples:
- Application system is down
 - Hardware is not responding (if applicable)
 - Server not operating (if applicable)
 - Database corrupted
 - Remote Devices, POS terminals or workstations not operating (if applicable)
 - Error message(s) on server, manager's machine or POS terminals which reflect an Error which will halt Client's business (if applicable)

Level 2: Business Impacted: non-critical issues or questions that affects a person or group at Client's site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

- Examples: Reports get error message

Level 3: Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent

Unless sooner terminated this agreement will commence on the Integration Date and continue in effect for an initial period of 3 years(__36__) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term").

unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term.

Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.

I authorize i3Verticals, LLC dba CJT ("CJT") to electronically submit all releasable, unsealed, and otherwise unrestricted, traffic and criminal court records available to the public upon request in accordance with Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) for this court.

PRICING AND SOLUTIONS INFORMATION:

Traffic Court Manager case management, i3-SSI interface for citation import and GSP, Online traffic payments, GHS Collections, best effort data conversion (10 years), pre and post installation training.

Scanning is NOT included in this package.

Pricing is subject to a 5% annual escalation.

Monthly fee - \$500.00



EZCourtPay Annex

This EZCourtPay Annex supplements the terms of the Master Agreement.

1. LICENSE. In consideration for payment by Client to i3 of the applicable fee, i3 grants to Client a non-exclusive, non-transferable License to access and use web-based services and a call-in support center ("Services") in accordance with the terms and conditions of the Master Agreement and this Annex.

2. FEES. i3 will facilitate the payment of fines and fees from end users to Client, and i3 will collect from such end users an applicable service fee connection with the payment for its Services.

3. CLIENT RESPONSIBILITIES AND PERMITTED USE. Client is responsible for understanding the legal and regulatory requirements applicable to it and for selecting and using the Services and for procuring and using the Services in a manner that complies with the applicable legal and regulatory requirements. Client shall comply with all laws and regulations applicable to Client. Client permits i3 to disclose Client data to third party for purposes of performing Services.

4. TERM AND TERMINATION. Performance shall commence on the Effective Date and shall continue in full force and effect for a period of one year (the "Initial Term") unless earlier terminated as set forth below. Upon the expiration of the Initial Term or any subsequent Renewal Term, this Agreement will renew for additional one-year periods (each a "Renewal Term"), and, together with the Initial Term, collectively the "Term" unless either party notifies the other party in writing of its intent not to renew this Agreement at least 60 days prior to the end of the Term.

5. Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



LOGANVILLE FIRE DEPARTMENT

Section 2, Item B.

Chief Timothy Johnson
4303 Lawrenceville Rd.
Loganville, Ga. 30052
Tel:(770)-554-9693 Fax: (770)-676-0612

To: Honorable Mayor Skip Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Timothy Johnson, Fire Chief

Date: October 10, 2024

Subject: Adoption of Gwinnett County Multi-Jurisdictional Hazard Mitigation Plan

RECOMMENDATION:

Staff recommends the City Council adopt the Gwinnett County Multi-Jurisdictional Hazard Mitigation Plan.

FISCAL IMPLICATION:

This request will be beneficial to the City with allowing us to receive certain federal reimbursements for incidents that are deemed local emergencies through Gwinnett County.

BACKGROUND:

The City of Loganville have always participated with Walton County EMA in their Hazard Mitigation Plan and was always under the assumption that we could only participate with one County. Being that our City is divided between two Counties, we found out that we could participate with both. This allows more opportunities to recover some cost that the City may have incurred during a natural disaster.

DISCUSSION:

Adoption of the Gwinnett County Multi-Jurisdictional Hazard Mitigation Plan.

**RESOLUTION
TO INCLUDE MUNICIPAL BOUNDARIES
AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the City of Loganville, Georgia, understands the need to develop a multi-jurisdictional hazard mitigation plan in order for the City to comprehend its vulnerability to natural and man-made hazards, and the actions needed to reduce or eliminate those risks.

WHEREAS, the City of Loganville, Georgia, realizes the development of such a plan is vital to the protection, health, safety and welfare of its citizens as well as its visitors.

WHEREAS, the City of Loganville, Georgia, understands that in order for the City to receive mitigation funding from the Federal Emergency Management Agency (FEMA), it must have a mitigation plan in place at the time of submitting a proposal.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LOGANVILLE, GEORGIA, THAT THE CITY WILL WORK WITH GWINNETT COUNTY TO INCLUDE ITS MUNICIPAL BOUNDARIES AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

PASSED AND ADOPTED, this the 10th day of October, 2024 by the Mayor and Governing Board of Loganville, Georgia, assembled in regular session.

BY: _____
MAYOR SKIP BALILES

ATTESTED:

BY: _____



4303 Lawrenceville Highway • Loganville, GA 30052 • 770-466-1165 • www.loganville-ga.gov

Staff Report

To: Honorable Mayor Baliles and Members of the City Council

From: Danny Roberts, City Manager

Date: October 10, 2024

Subject: Approval of 2024 ARPA Paving

RECOMMENDATION:

I recommend the City Council approve the contract for The Scruggs Company NTE \$980,000.00.

FISCAL IMPLICATION:

The city was awarded ARPA funds with the City of Loganville Council approving those funds to be used under General Government Services section. The bid opening was held on September 18, 2024. Keck & Wood recommended the lowest bid from The Scruggs Company. The winning bid was \$ 844,050.00, I'm requesting that we award Scruggs Company the contract and approve a change order of 135,950 to be used to pave three additional roads & engineering cost for a total cost NTE \$ 980,000.00. Funding source will come from ARPA fund.

Project List:

Towler Drive (exclude cul-de-sac) - Mill, Patch & Resurface	Towler Drive cul-de-sac - Full depth rebuild
Towler Shoals Drive - Mill, Patch & Resurface	Towler Shoals View Drive. - Mill, Patch & Resurface
St. James Place - Mill, Patch & Resurface	Magnolia Court - Mill, Patch & Resurface
Peach Place, - Mill, Patch & Resurface	Victory Circle - Mill, Patch & Resurface



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Penn Holloway - Mill, Patch & Resurface	Plantation Way - Mill, Patch & Resurface
Plantation Ct - Mill, Patch & Resurface	Towler Crossing - Mill, Patch & Resurface
Village Place - Crack Seal	Village View Circle Crack Seal
Village Lane - Crack Seal	Echo Valley - Crack Seal
Villa Drive - Crack Seal	Chad Lane - Crack Seal
Myrtle Court - Crack Seal	Berta Court - Crack Seal



October 3, 2024

Mayor and Council Members
4303 Lawrenceville Road
Loganville, GA 30052

Re: ARPA Paving Project
Our Reference No. 240297

Dear Mayor and Council Members:

We have reviewed the bids received at City Hall, at 2:00 p.m., local time on September 18, 2024 for construction of the referenced project. Six (6) bids were received. The following is a summary of the three (3) responsive low bids.

	<u>Bidder</u>	<u>Bid Amount</u>	<u>Alternate</u>
1.	The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way Auburn, GA 30011	\$683,550.00	\$160,500.00
2.	Stewart Bros., Inc. 2480 Pleasantdale Rd Doraville, GA 30340	\$723,994.00	\$146,600.00
3.	Summit Construction & Development, LLC. 2108 Bentley Dr. Stone Mountain, GA 30087	\$749,934.17	\$161,620.00

A certified tabulation of the responsive bids received is attached. A copy of the tabulation has been mailed to each bidder for their information.

Each bidder submitted a bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/24). Each bidder submitted bid bonds in the amount of 5%.

The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc. appears capable of performing the duties necessary to complete this project. As a result, Keck & Wood, Inc. therefore recommends contract award to The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc. in the amount of \$844,050.00 for construction of the ARPA Paving Project.


Western Surety Company and Liberty Mutual Insurance Company are the surety companies for the recommended bidder's bid bond and will likely be the surety companies used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety companies are shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond

Honorable Mayor and Council

October 3, 2024
Page Two

amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety companies named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,
KECK & WOOD, INC.

Nick Andryusky, P.E.

Enclosure

**BID TABULATION
ARPA PAVING PROJECT
LOGANVILLE, GEORGIA**

RECEIVED BY: CITY OF LOGANVILLE, GEORGIA
AT OFFICE OF CITY ADMINISTRATOR
2:00 PM, LOCAL TIME, SEPTEMBER 18, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2	
				PRICE	AMOUNT	PRICE	AMOUNT
1	TRAFFIC CONTROL	1	LS	\$22,000.00	\$22,000.00	\$ 34,532.00	\$34,532.00
2	RECYCLED ASPH CONC 9.5 MM SUPERPAVE. TYPE II. GP 2 ONLY. INCL BITUM MATL & H-LIME	3,100	TN	\$135.00	\$418,500.00	\$ 127.27	\$394,537.00
3	RECYCLED ASPH CONC. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	100	TN	\$135.00	\$13,500.00	\$ 171.35	\$17,135.00
4	RECYCLED ASPH CONC PATCHING. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	200	TN	\$180.00	\$36,000.00	\$ 187.00	\$37,400.00
5	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	34,000	SY	\$2.80	\$95,200.00	\$ 3.50	\$119,000.00
6	ASPHALT-RUBBER JOINT AND CRACK SEAL, TP 2	67,500	LF	\$0.60	\$40,500.00	\$ 0.85	\$57,375.00
7	DEMOLITION (TOWLER DR CUL-DE-SAC)	1	LS	\$7,500.00	\$7,500.00	\$ 17,600.00	\$17,600.00
8	REINFORCE AND REFRAVE UNSUITABLE SOIL WITH 3/4" STONE	250	CY	\$110.00	\$27,500.00	\$ 69.30	\$17,325.00
9	TENSAR TX 140 GEOGRID	750	SY	\$4.00	\$3,000.00	\$ 7.92	\$5,940.00
10	8" GAB	750	SY	\$25.00	\$18,750.00	\$ 27.00	\$20,250.00
11	THERMO. SOILD. TRAFSTRIPE, 24 IN. WHITE	100	LF	\$11.00	\$1,100.00	\$ 29.00	\$2,900.00
	TOTAL BASE BID AMOUNT				\$683,550.00		\$723,994.00
1A	MOBILIZATION AND TRAFFIC CONTROL	1	LS	\$12,500.00	\$12,500.00	\$ 4,000.00	\$4,000.00
2A	RECYCLED ASPH CONC 9.5 MM SUPERPAVE. TYPE II. GP 2 ONLY. INCL BITUM MATL & H-LIME	750	TN	\$140.00	\$105,000.00	\$ 135.00	\$101,250.00
3A	RECYCLED ASPH CONC PATCHING. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	50	TN	\$300.00	\$15,000.00	\$ 187.00	\$9,350.00
4A	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	8,000	SY	\$3.50	\$28,000.00	\$ 4.00	\$32,000.00
	TOTAL ALTERNATE BID AMOUNT				\$160,500.00		\$146,600.00
	TOTAL BASE BID + ALTERNATE AMOUNT				\$844,050.00		\$870,594.00
	BID BOND				5%		5%
	NOTE REFERENCE				(1) (2)		(1) (2)
	LICENSE NUMBER				2SC900		2ST570

**BID TABULATION
ARPA PAVING PROJECT
LOGANVILLE, GEORGIA**

RECEIVED BY: CITY OF LOGANVILLE, GEORGIA
AT OFFICE OF CITY ADMINISTRATOR
2:00 PM, LOCAL TIME, SEPTEMBER 18, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 3		BIDDER NO. 4	
				Summit Construction & Development, LLC. 2108 Bentley Dr. Stone Mountain GA 30087	Atlanta Paving & Concrete Construction, Inc. 2775 Mechanicsville Road Peachtree Corners, GA 30071	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	1	LS	\$123,255.00	\$123,255.00	\$ 46,800.00	\$46,800.00
2	RECYCLED ASPH CONC 9.5 MM SUPERPAVE. TYPE II. GP 2 ONLY. INCL BITUM MATL & H-LIME	3,100	TN	\$115.00	\$356,500.00	\$ 133.78	\$414,718.00
3	RECYCLED ASPH CONC. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	100	TN	\$125.00	\$12,500.00	\$ 181.76	\$18,176.00
4	RECYCLED ASPH CONC PATCHING. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	200	TN	\$165.00	\$33,000.00	\$ 211.95	\$42,390.00
5	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	34,000	SY	\$3.00	\$102,000.00	\$ 3.19	\$108,460.00
6	ASPHALT-RUBBER JOINT AND CRACK SEAL, TP 2	67,500	LF	\$0.73	\$49,275.00	\$ 2.37	\$159,975.00
7	DEMOLITION (TOWLER DR CUL-DE-SAC)	1	LS	\$14,279.17	\$14,279.17	\$ 10,890.00	\$10,890.00
8	REMOVE AND REPLACE UNSUITABLE SOIL WITH 5/	250	CY	\$150.00	\$37,500.00	\$ 135.45	\$33,862.50
9	TENSAR TX 140 GEOGRID	750	SY	\$9.50	\$7,125.00	\$ 6.64	\$4,980.00
10	8" GAB	750	SY	\$18.00	\$13,500.00	\$ 18.70	\$14,025.00
11	THERMO. SOILD. TRAFSTRIPPE, 24 IN. WHITE	100	LF	\$10.00	\$1,000.00	\$ 12.50	\$1,250.00
	TOTAL BASE BID AMOUNT				\$749,934.17		\$855,526.50
1A	MOBILIZATION AND TRAFFIC CONTROL	1	LS	\$43,370.00	\$43,370.00	\$ 6,500.00	\$6,500.00
2A	RECYCLED ASPH CONC 9.5 MM SUPERPAVE. TYPE II. GP 2 ONLY. INCL BITUM MATL & H-LIME	750	TN	\$115.00	\$86,250.00	\$ 133.78	\$100,335.00
3A	RECYCLED ASPH CONC PATCHING. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	50	TN	\$160.00	\$8,000.00	\$ 211.95	\$10,597.50
4A	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	8,000	SY	\$3.00	\$24,000.00	\$ 3.19	\$25,520.00
	TOTAL ALTERNATE BID AMOUNT				\$161,620.00		\$142,952.50
	TOTAL BASE BID + ALTERNATE AMOUNT				\$911,554.17		\$998,479.00
	BID BOND				5%		5%
	NOTE REFERENCE				(1) (2)		(1) (2)
	LICENSE NUMBER				2SU355		2AT451

**BID TABULATION
ARPA PAVING PROJECT
LOGANVILLE, GEORGIA**

RECEIVED BY: CITY OF LOGANVILLE, GEORGIA
AT OFFICE OF CITY ADMINISTRATOR
2:00 PM, LOCAL TIME, SEPTEMBER 18, 2024

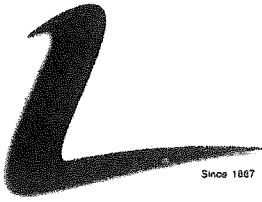
Section 2, Item C.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 5		BIDDER NO. 6	
				PRICE	AMOUNT	PRICE	AMOUNT
1	TRAFFIC CONTROL	1	LS	\$95,000.00	\$95,000.00	\$56,299.51	\$56,299.51
2	RECYCLED ASPH CONC 9.5 MM SUPERPAVE. TYPE II. GP 2 ONLY. INCL BITUM MATL & H-LIME	3,100	TN	\$122.25	\$378,975.00	\$166.66	\$516,646.00
3	RECYCLED ASPH CONC. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	100	TN	\$200.25	\$20,025.00	\$156.35	\$15,635.00
4	RECYCLED ASPH CONC PATCHING. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	200	TN	\$200.25	\$40,050.00	\$212.09	\$42,418.00
5	MILL ASPH CONC PVMT. 1 1/2 IN DEPTH	34,000	SY	\$4.25	\$144,500.00	\$3.72	\$126,480.00
6	ASPHALT-RUBBER JOINT AND CRACK SEAL, TP 2	67,500	LF	\$1.10	\$74,250.00	\$0.94	\$63,450.00
7	DEMOLITION (TOWLER DR CUL-DE-SAC)	1	LS	\$47,500.00	\$47,500.00	\$26,904.43	\$26,904.43
8	STONE	250	CY	\$140.00	\$35,000.00	\$255.35	\$63,837.50
9	TENSAR TX 140 GEOGRID	750	SY	\$6.00	\$4,500.00	\$9.96	\$7,470.00
10	8" GAB	750	SY	\$16.00	\$12,000.00	\$31.09	\$23,317.50
11	THERMO. SOILD. TRAFSTRIPPE, 24 IN. WHITE	100	LF	\$10.00	\$1,000.00	\$12.03	\$1,203.00
	TOTAL BASE BID AMOUNT				\$852,800.00		\$943,660.94
1A	MOBILIZATION AND TRAFFIC CONTROL	1	LS	\$22,000.00	\$22,000.00	\$13,327.96	\$13,327.96
2A	RECYCLED ASPH CONC 9.5 MM SUPERPAVE. TYPE II. GP 2 ONLY. INCL BITUM MATL & H-LIME	750	TN	\$125.00	\$93,750.00	\$157.29	\$117,967.50
3A	RECYCLED ASPH CONC PATCHING. 19 MM SUPERPAVE. INCL BITUM MATL & H-LIME.	50	TN	\$205.00	\$10,250.00	\$290.05	\$14,502.50
4A	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	8,000	SY	\$6.00	\$48,000.00	\$4.20	\$33,600.00
	TOTAL ALTERNATE BID AMOUNT				\$174,000.00		\$179,397.96
	TOTAL BASE BID + ALTERNATE AMOUNT				\$1,026,800.00		\$1,123,058.90
	BID BOND			5%		5%	
	NOTE REFERENCE			(1) (2)		(1) (2)	
	LICENSE NUMBER			20H750		UC300494	

* DENOTES CORRECTED VALUE
(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/11/24).
(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDA NO. 1-3

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.


 KECK & WOOD, INC. 9/24/24 DATE



where people matter

Staff Report Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: October 10, 2024

Subject: 2024 Ford F-750 Spreader Truck (ARPA Funds)

City of Loganville

Public Utilities
Brandon Phillips
Director

P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

RECOMMENDATION:

Staff recommends that the City Council approve the purchase of a new 2024 Ford F-750 Spreader Truck from Peach State Truck Centers with ARPA funds.

FISCAL IMPLICATION:

Wade Ford holds the government contract on the chassis. They wouldn't be able to deliver the vehicle until sometime in 2025, but this isn't guaranteed. We had issues with other dealerships on getting costs and even a solid delivery date. We purchased a new spreader truck from Peach State in December of last year and received it within two months. Peach State Truck Centers doesn't hold the statewide contract for Ford, but has discounted the vehicle \$4,200.00 to reflect the statewide government discount. Peach State will also work with Chandler Equipment to install the bed to provide a turnkey vehicle.

The total cost for the new truck with the spreader bed totals \$123,518.78.

BACKGROUND:

We currently have two spreader trucks we use to dispose of bio-solids from the treatment plant. One is a 2005 Ford F-650, and the frame rails are rusted and it is unsafe for the road and out of service. The purchase of this new vehicle will replace the 2005 Ford F-650. It is crucial we have a secondary spreader truck to manage solids from the centrifuge. With only one vehicle, we have to shut down the centrifuge while spreading solids, and this delays the treatment process.



Peach State Truck Centers

6535 Crescent Drive
 Norcross GA 30071
 Phone: (770) 449-5300

BUYERS ORDER

Date: Section 2, ItemD.
 Quote #: DE-26612
 Type: Cash
 Salesperso: Joshua Little
 PO #: _____

Bill To: 19936
 CITY OF LOGANVILLE
 4891 HIGHWAY 81
 LOGANVILLE GA 30052-7363
 P:(770) 466-1306

Ship To:
 CITY OF LOGANVILLE
 4891 HIGHWAY 81
 LOGANVILLE, GA 30052-7363

Stock#: 269888	VIN: 1FDNF7DC9RDF02721	New 2024 FORD F-750	Price:	\$89,984.88
		16' C/L Litter-Lime Hydraulic Truck Spreader		\$35,033.90
		WHEELBASE MODIFICATION		\$2,500.00
			FORD DISCOUNT	\$-4,200.00
			Total Price	\$123,318.78
			Dealer Service Fee	\$200.00
			Total	\$123,518.78

Ford F-750
 Regular Cab
 Oxford White
 12,000LB - Front Axle
 21,000LB - Rear Axle
 25,999LB - GVW
 30/70 - Air Dryer - Vinyl Seats
 Power Windows & Locks
 6.7L - 270HP Diesel Engine
 10-Speed Automatic Transmission
 6.17 - Axle Ratio
 22.5" Wheels

16' C/L Litter-Lime Hydraulic Truck Spreader - Per Quote

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

 Purchaser's Signature

 Date

 Sales Representative

 Manager

ADDITIONAL CONDITIONS

Section 2, Item D.

The following "Additional Conditions" are an integral part of the Agreement and, together with the terms on the front hereof, constitute binding obligations of the parties hereto.

1. Whenever used in this Agreement: (i) "Seller" shall mean the dealer named as "Seller" on the front page hereof; (ii) "Purchaser" shall mean the party named as "Purchaser" on the front page hereof; (iii) "Purchased Vehicle" shall mean the motor vehicle (or vehicles) described on the front page hereof to be purchased from Seller pursuant to this Agreement; (iv) "Manufacturer" shall mean the corporation that manufactured the Purchased Vehicle [or chassis] purchased hereunder; (v) "Lien" shall mean any mortgage, pledge, deed to secure debt, title retention agreement, or other security interest or encumbrance of any kind; and (vi) "Trade-in Vehicle Expenses" shall mean and include (A) all costs that Seller has incurred to [store], insure, repair, condition or advertise any trade-in vehicle and (B) any Lien payoff made by Seller in connection with such trade-in vehicle.
2. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Purchased Vehicle for the price set forth on the front page hereof. Purchaser agrees to pay to Seller such purchase price in full in cash on or before the delivery date. Purchaser shall not acquire any right, title or interest in or to the Purchased Vehicle until either [(i)] Seller has received in cash the full purchase price of the Purchased Vehicle or [(ii) **Seller has received a signed deferred payment agreement fully satisfactory to Seller.**] If for any reason the Purchase Vehicle is delivered to Purchaser prior to receipt by Seller of such full cash payment, then Purchaser (a) hereby grants to Seller a security interest in the Purchased Vehicle to secure any unpaid portion of such purchase price and (b) authorizes Seller to take such actions and to execute such documents on behalf of Purchaser as may be necessary to enable Seller to obtain a perfected security interest in or Lien on the Purchased Vehicle, (c) appoints Seller as Purchaser's attorney-in-fact to execute, deliver and/or file such documents and (d) agrees that Seller shall have the rights of a secured party with a perfected security interest under the Uniform Commercial Code and/or any applicable state title perfection statute.
3. In the event the price to Seller of new motor vehicles of the series and body type ordered hereunder is increased by Manufacturer prior to delivery of the Purchased Vehicle to Purchaser, Seller reserves the right to increase the price of the Purchased Vehicle to be charged to Purchaser; provided, however, that if Purchaser objects to any such price increase, Purchaser may cancel this Agreement. In the event, of any such cancellation, Seller shall return to Purchaser (i) any cash deposit previously received and (ii) any trade-in vehicle previously delivered, provided that Seller may retain any Trade-in Vehicle Expenses previously incurred by Seller; and provided further that if such trade-in vehicle has previously been sold by Seller, Seller shall pay to Purchaser the proceeds of such sale less: (A) a selling commission of [15%] of such proceeds; and (B) any Trade-in Vehicle Expenses paid by Seller. No design change by Manufacturer of the Purchased Vehicle or any component thereof shall require Seller to make any modification to the Purchased Vehicle or any component thereof either before or after delivery of the Purchased Vehicle to Purchaser. Purchaser acknowledges (a) that Seller is not the agent of the Manufacturer and shall not be liable for any action or inaction of Manufacturer, and (b) Seller and Purchaser are the sole parties to this Agreement and Seller is unable to bind Manufacturer to any obligation.
4. If the a trade-in vehicle is not to be delivered to Seller until delivery to Purchaser of the Purchased Vehicle, then such trade-in vehicle shall be reappraised at the time of delivery and such reappraised value shall determine the gross trade-in allowance thereof; provided, however, that if such reappraised value is more than [15%] lower than the original gross-trade allowance shown on the front hereof, Purchaser may cancel this Agreement, provided that such cancellation right is exercised prior to the delivery of the Purchased Vehicle to Purchaser.
5. Purchaser warrants as to any trade-in vehicle delivered hereunder to Seller that (i) Purchaser has good title thereto and (ii) Purchaser will deliver to Seller at the time of delivery thereof to Seller the certificate of title to such vehicle free and clear of all Liens. If a Lien does exist on such vehicle, then, at Seller's option, either (a) Purchaser will pay off such Lien or (b) Seller will deduct the amount of such Lien from the trade-in value, thus increasing the purchase price of the Purchased Vehicle. If there is any difference between the actual Lien payoff of the trade-in vehicle and the "Amount Owing On Trade Vehicle" stated on the front hereof, Purchaser shall be solely responsible for any such difference and Purchaser shall promptly pay Seller any such difference that Seller is required to pay to the lienholder to secure clear title to the trade-in vehicle.
6. Unless this Agreement shall have been cancelled by Purchaser in accordance with either paragraph 3 or 4 above, Seller shall have the right, upon any failure or refusal of Purchaser to accept delivery of the Purchased Vehicle or upon any other breach of this Agreement, (i) to retain (A) any cash deposit previously made by Purchaser and (B) any trade-in vehicle previously traded-in as part of the consideration for the Purchased Vehicle, (ii) to apply any such cash and the proceeds of the sale by Seller of any such trade-in vehicle against the damages that Seller might suffer by reason of such failure, refusal or other breach, and (iii) to avail itself of any remedy available to Seller at law or in equity. In applying any such cash or proceeds, Seller may first deduct therefrom all Trade-in Vehicle Expenses and any other expenses (including attorneys' fees) that Seller may incur as a result of any such failure, refusal or other breach. In the event that Seller is required to have an attorney to enforce this Agreement or to collect sums due hereunder (including by arbitration), Purchaser agrees that Seller shall be entitled to recover, in addition to any sums due hereunder, all costs of collection, including reasonable attorney's fees in the amount of 15% of the sums due to Seller.
7. Seller shall not be liable for either (i) any delay in delivering the Purchased Vehicle or (ii) any failure to deliver the Purchased Vehicle, where such failure is due, in whole or in part, to any cause beyond the reasonable control of Seller.
8. The price of the Purchased Vehicle on the front hereof includes reimbursement for federal excise taxes, but does not include any federal, state or local sales, use or occupational taxes [based on sales volume], unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
9. **THE ONLY WARRANTIES APPLYING TO THE PURCHASED VEHICLE ARE THOSE, IF ANY, SUPPLIED BY THE MANUFACTURER. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO PURCHASER BY SELLER. A USED VEHICLE SOLD HEREUNDER IS SOLD "AS IS" WITHOUT ANY WARRANTY.**
10. Purchaser warrants to Seller that at the time of delivery of the Purchased Vehicle, Purchaser will have insurance in force, which will provide full collision, theft, comprehensive and liability coverage for the Purchased Vehicle [and that it will maintain said insurance in force.] No loss, damage or destruction of the Purchased Vehicle shall release Purchaser from its obligations hereunder. In the event that financing of any deferred balance is not accepted by a finance company acceptable to Seller and said motor vehicle is involved in an accident prior to return of said vehicle to Seller, or in the event any checks which are given in payment for said motor vehicle are not honored by the bank upon which drawn and said motor vehicle shall be involved in an accident, Purchaser hereby assigns to Seller the right to receive proceeds payable to Purchaser under all insurance policies covering said accident and Purchaser hereby authorizes and directs the carriers of all such insurance policies to pay said proceeds directly to Seller alone. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to endorse Purchaser's name to any checks or drafts issued by such insurance carriers by reason of such accident. Any such proceeds received by Seller shall be applied toward payment of Purchaser's obligations hereunder; and any excess of such proceeds over said obligations shall be remitted to Purchaser.
11. **If Purchaser has delivered to Seller an application for credit, Purchaser represents that all statements made in such credit application are true and correct, and Purchaser acknowledges that Seller will be relying thereon. Any untrue or incorrect statement or any other misrepresentation of Purchaser in the credit application or in any other documents shall entitle Seller immediately to rescind and to repossess the Purchased Vehicle.]**
12. **In the event that any portion of the purchase price is to be financed, Purchaser shall be solely responsible to obtain such financing, even if Seller assists Purchaser to obtain such financing. In the event Seller so assists Purchaser, Seller shall not be deemed to have acted as Purchaser's agent; and Seller may retain or be paid by lender a portion of any finance charge imposed on Purchaser by any lender. In the event that Purchaser has obtained possession of the Purchased Vehicle but is unable within 10 days after so obtaining possession to obtain financing and pay off the balance of the purchase price owed to Seller, Purchaser agrees to return the motor vehicle to Seller immediately upon demand. In the alternative, Seller shall be entitled to immediately repossess the vehicle.]**
13. Purchaser agrees that it will execute and deliver such other agreements, documents or instruments as may be necessary to complete the sale contemplated hereby in accordance with the terms and conditions hereof.
14. This Agreement shall not be assigned by Purchaser without Seller's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification or waiver of any provision hereof shall be valid unless it is in writing and signed by each party hereto. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not adversely affect the validity, legality or enforceability of the remainder of this Agreement. This Agreement shall be governed by the laws of the state in which the Seller is located as shown on the front of this Agreement. Whenever the context of this Agreement requires, all pronouns used herein shall refer to the masculine, feminine or neuter gender and the singular shall refer to the plural and *vice versa*, as the context may require.
15. Any dispute or controversy arising pursuant to this Agreement shall be resolved by final and binding arbitration in Gwinnett County, Georgia before a single arbitrator appointed and acting pursuant to JAMS' commercial arbitration rules. **[NO CLASS WIDE ARBITRATION CLAIMS ARE ALLOWED.] [Seller and Purchaser shall each bear their own expenses for attorneys, experts, witness fees, regardless of which party prevails in the arbitration.] OR [The arbitrator may award costs and attorney's fees to the prevailing party.] [See Paragraph 6 above]**



CITY COUNCIL WORK SESSION MINUTES
Monday, September 09, 2024 at 6:30 PM
Council Chambers

1. CALL TO ORDER

Mayor Skip Baliles called the meeting to order at 6:30pm.

A. Roll Call

PRESENT

- Mayor Skip Baliles
- Council Member Bill DuVall
- Council Member Anne Huntsinger
- Council Member Melanie Long
- Council Member Lisa Newberry
- Council Member Branden Whitfield
- Council Member Patti Wolfe

B. Approval of Agenda

Motion made by Council Member Huntsinger to adopt the agenda. Seconded by Council Member Wolfe.

Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe

Motion carried 6-0.

2. PLANNING & DEVELOPMENT COMMITTEE REPORT

A. Case #A24-012 – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP requests Annexation of property located at Tuck Road, Conyers Road, Loganville, GA 30052. Map/Parcel #LG060010ADP, LG0600100DP, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP) of 61.213+/- acres. Planning & Development Director Robbie Schwartz presented Case #A24-012, Case #R24-013 and Case #V24-014 together as they all relate to the same project/property.

Public Hearing:

Shane Lanham was present to represent the applicant along with Ross Mundy of Green River Builders. After a brief presentation of the project, Mr. Lanham asked that this matter be tabled until a later time in order for them to continue to perfect their project.

The following people spoke in opposition of this cases:

- Jane Hopkins, 199 Fox Run
- Pat Houk, 4430 Stoney Creek Court
- David Bailey, 4303 Tom Brooks Road

Mr. Lanham address comments made by those in opposition on behalf of the applicant.

The Public Hearing was concluded.

B. Case #R24-013 – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP filed an application requesting to rezone approximately 201.376+/- acres located at Tuck Road, Conyers Road, Loganville, GA 30052. Map/Parcel #LG060010, LG060010A00, LG060010ADP, LG0600100DP, LG060009, LG060011, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP) The property owner is Tuck Family Farm LLP C/O Sherry S Grider. The current zoning is A2, R-44, CH, unzoned and the requested zoning is PUV with the proposed development of mixed use development with 232 single-family homes, 150 townhomes, and 23,200 square feet of commercial space as well as greenspace.

See above Case #A24-012.

C. Case #V24-014 – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP requested a Major Variance for the property located Tuck Road, Conyers Road Loganville, GA 30052 at Parcels #LG060010, LG060010A00, LG060010ADP, LG0600100DP, LG060009, LG060011, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP). Present zoning is A2, R-44, CH. Ordinance and Section from which relief is sought is Zoning Ordinance 119-221(d)(2) to allow phase development.

See above Case #A24-012.

3. FINANCE / HUMAN RESOURCES COMMITTEE REPORT

A. Year End 2024 Budget Adjustments
Consent Agenda for Thursday Night

4. PUBLIC SAFETY COMMITTEE REPORT

5. PUBLIC UTILITIES / TRANSPORTATION COMMITTEE REPORT

A. Purchase of Equipment Trailer - \$15,995.00 (ARPA Funds)
Consent Agenda for Thursday Night

B. Purchase of 2 Kubota Mini Excavators - \$111,956.40 (ARPA Funds/Water Fund)
Consent Agenda for Thursday Night

C. Implementation of Tyler Technologies EAM with ESR - \$87,307.00 (General Fund/Water Fund)
Consent Agenda for Thursday Night

6. PUBLIC WORKS / FACILITIES COMMITTEE REPORT

A. 2025 LMIG Resolution - \$215,768.42 (ARPA, LMIG & General Fund)
Consent Agenda for Thursday Night

7. ECONOMIC DEVELOPMENT COMMITTEE REPORT

8. CITY MANAGER'S REPORT

9. CITY ATTORNEY’S UPDATES / REPORTS

A. Alleyway Abandonment Ordinance

This ordinance was presented by City Attorney Paul Rosenthal and there was discussion regarding the matter. Council Member Branden Whitfield stated that he would recuse himself from this matter due to conflict of interest.

B. Library Design IGA

City Attorney Paul Rosenthal presented the proposed IGA to the Council and there was discussion regarding the matter.

10. EXECUTIVE SESSION

11. ITEMS FOR THURSDAY NIGHT

- A. 08-05-2024 Work Session Minutes
- B. 08-08-2024 Regular Council Meeting Minutes
- C. August Financial Report

12. PUBLIC COMMENT

Public Comments are limited to five minutes per speaker unless additional time is given by the Mayor. Each speaker should approach the podium and state their name and address for the record. All public comments are to be directed to the Mayor and Council and not the audience. Public Comments should follow general rules of appropriate decorum.

There was no one present to address the Council.

13. ADJOURNMENT

Motion made by Council Member Huntsinger to adjourn. Seconded by Council Member Whitfield. Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield, Council Member Wolfe

Motion carried 6-0.

Meeting adjourned at 9:12pm.



CITY COUNCIL MEETING MINUTES
Thursday, September 12, 2024 at 6:30 PM
Council Chambers

1. CALL TO ORDER

Mayor Skip Baliles called the meeting to order at 6:30pm.

A. Invocation and Pledge to the Flag

Police Chief Dick Lowry gave the invocation and Lt. Dustin Peterson led the pledge to the flag and spoke about his experience as a NYPD officer on September 11, 2001.

B. Roll Call

PRESENT

- Mayor Skip Baliles
- Council Member Bill DuVall
- Council Member Anne Huntsinger
- Council Member Melanie Long
- Council Member Lisa Newberry
- Council Member Branden Whitfield

ABSENT

- Council Member Patti Wolfe

C. Adoption of Agenda

Motion made by Council Member Whitfield made a motion to adopt the agenda. Seconded by Council Member Huntsinger.

Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield

Motion carried 5-0.

2. CONSENT AGENDA

Motion made by Council Member Whitfield made a motion to adopt the consent agenda as follows:

- A. Year End 2024 Budget Adjustments
- B. Purchase of Equipment Trailer - \$15,995.00 (ARPA Funds)
- C. Purchase of 2 Kubota Mini Excavators - \$111,956.40 (ARPA Funds/Water Fund)
- D. Implementation of Tyler Technologies EAM with ESR - \$87,307.00 (General Fund/Water Fund)
- E. 2025 LMIG Resolution - \$215,768.42 (ARPA, LMIG & General Fund)
- F. 08-05-2024 Work Session Minutes
- G. 08-08-2024 Regular Council Meeting Minutes
- H. August Financial Report

Seconded by Council Member Newberry.
Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield

Motion carried 5-0.

3. PLANNING & DEVELOPMENT COMMITTEE REPORT

- A. Case #A24-012** – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP requests Annexation of property located at Tuck Road, Conyers Road, Loganville, GA 30052. Map/Parcel #LG060010ADP, LG0600100DP, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP) of 61.213+/- acres.

Motion made by Council Member Newberry to table this case until the October meeting. Seconded by Council Member Whitfield.

Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield

Motion carried 5-0.

- B. Case #R24-013** – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP filed an application requesting to rezone approximately 201.376+/- acres located at Tuck Road, Conyers Road, Loganville, GA 30052. Map/Parcel #LG060010, LG060010A00, LG060010ADP, LG0600100DP, LG060009, LG060011, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP) The property owner is Tuck Family Farm LLP C/O Sherry S Grider. The current zoning is A2, R-44, CH, unzoned and the requested zoning is PUV with the proposed development of mixeduse development with 232 single-family homes, 150 townhomes, and 23,200 square feet of commercial space as well as greenspace.

Motion made by Council Member Newberry to table this case until the October meeting. Seconded by Council Member Huntsinger.

Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield

Motion carried 5-0.

- C. Case #V24-014** – Green Rivers Builders, Inc. c/o Mahaffey Pickens Tucker, LLP requested a Major Variance for the property located Tuck Road, Conyers Road Loganville, GA 30052 at Parcels #LG060010, LG060010A00, LG060010ADP, LG0600100DP, LG060009, LG060011, Walton County, GA and portion of 4580 Tuck Road (un-zoned parcel in Gwinnett Co between Foxbury Commons and LG0600100DP). Present zoning is A2, R-44, CH. Ordinance and Section from which relief is sought is Zoning Ordinance 119-221(d)(2) to allow phase development.

Motion made by Council Member Newberry to table this case until the October meeting. Seconded by Council Member DuVall.

Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield

Motion carried 5-0.

4. CITY ATTORNEY’S UPDATES / REPORTS

A. Alleyway Abandonment Ordinance

Council Member Branden Whitfield abstained/recused himself from voting on this matter due to a conflict of interest.

Motion made by Council Member DuVall made a motion to approve as stated with the option of private auction if necessary. Seconded by Council Member Huntsinger.

Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry

Voting Abstaining: Council Member Whitfield

Motion carried 4-0.

B. Library Design IGA

Motion made by Council Member Whitfield made a motion to approve the IGA as presented. Seconded by Council Member Newberry.

Voting Yea: Council Member DuVall, Council Member Newberry, Council Member Whitfield

Voting Nay: Council Member Huntsinger, Council Member Long

Motion carried 3-2.

5. ADJOURNMENT

Motion made by Council Member Whitfield to adjourn. Seconded by Council Member DuVall.

Voting Yea: Council Member DuVall, Council Member Huntsinger, Council Member Long, Council Member Newberry, Council Member Whitfield

Motion carried 5-0.

Meeting adjourned at 7:53pm.

Skip Baliles
Mayor

Kristi Ash
Deputy Clerk



	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Fund: 100 - General Fund						
Department: 0000 - Non-Departmental						
100-0000-311100	Real Property Taxes - Current	7,800,000.00	7,800,000.00	8,022,900.31	8,022,900.31	-222,900.31
100-0000-311131	Motor Vehicle Tax - Current	30,000.00	30,000.00	1,502.37	4,068.25	25,931.75
100-0000-311132	Mobile Home Tax - Current	7,000.00	7,000.00	0.00	0.00	7,000.00
100-0000-311133	Intangible Tax - Current	100,000.00	100,000.00	9,958.61	24,697.48	75,302.52
100-0000-311300	Personal Property - Current	465,000.00	465,000.00	431,958.48	432,613.79	32,386.21
100-0000-311315	Motor Vehicle Tavg Taxes	650,000.00	650,000.00	59,336.59	129,166.23	520,833.77
100-0000-311600	Real Estate Transfer Tax	45,000.00	45,000.00	4,825.75	10,854.08	34,145.92
100-0000-311700	Electric Franchise Tax	750,000.00	750,000.00	0.00	0.00	750,000.00
100-0000-311730	Gas Franchise Tax	135,000.00	135,000.00	0.00	114,363.81	20,636.19
100-0000-311750	Television Cable Franchise Tax	105,000.00	105,000.00	0.00	19,885.45	85,114.55
100-0000-311760	Telephone Franchise Tax	5,000.00	5,000.00	0.00	917.26	4,082.74
100-0000-313100	Local Option Sales Tax & Use Tax	1,800,000.00	1,800,000.00	163,459.95	330,895.23	1,469,104.77
100-0000-314100	Excise Tax By Drink	45,000.00	45,000.00	3,316.37	9,727.81	35,272.19
100-0000-314200	Alcoholic Beverage Excise Tax	455,000.00	455,000.00	36,688.37	109,583.59	345,416.41
100-0000-316100	Business & Occupation Taxes	620,000.00	620,000.00	2,657.14	17,271.58	602,728.42
100-0000-316200	Insurance Premium Taxes	1,300,000.00	1,300,000.00	0.00	0.00	1,300,000.00
100-0000-316400	Energy Excise Tax Gw	1,900.00	1,900.00	212.71	398.11	1,501.89
100-0000-319110	Real Property Tax Penalties	30,000.00	30,000.00	0.00	0.00	30,000.00
100-0000-319120	Personal Property Tax Penalties	5,000.00	5,000.00	0.00	26.78	4,973.22
100-0000-319500	Fifa	5,000.00	5,000.00	0.00	0.00	5,000.00
100-0000-321110	Beer & Wine License / Permit	36,000.00	36,000.00	300.00	300.00	35,700.00
100-0000-321140	Liquor License / Permit	55,000.00	55,000.00	0.00	0.00	55,000.00
100-0000-322200	Sign Permits	7,000.00	7,000.00	1,325.00	3,250.00	3,750.00
100-0000-322240	Development Permits	5,000.00	5,000.00	0.00	0.00	5,000.00
100-0000-323100	Building Permits	160,000.00	160,000.00	8,376.59	37,213.91	122,786.09
100-0000-323190	Fire Inspections	64,000.00	64,000.00	852.50	4,244.50	59,755.50
100-0000-335120	Intergovernmental Revenues	135,000.00	135,000.00	883,410.98	886,850.64	-751,850.64
100-0000-335121	Lmig Road Work	160,000.00	160,000.00	165,975.71	165,975.71	-5,975.71
100-0000-337102	Dea Reimbursement	39,600.00	39,600.00	0.00	0.00	39,600.00
100-0000-338000	Housing Auth - In Lieu Of Taxes	2,600.00	2,600.00	0.00	0.00	2,600.00
100-0000-341120	Probation Fee	160,000.00	160,000.00	18,386.20	43,980.02	116,019.98
100-0000-341300	Administrative Fee - Capital Recove	40,000.00	40,000.00	1,496.75	6,007.97	33,992.03
100-0000-341301	Engineering Plan Review Fees	15,000.00	15,000.00	3,419.35	3,419.35	11,580.65
100-0000-341302	Administrative Plan Review Fees	100,000.00	100,000.00	350.00	2,430.00	97,570.00
100-0000-341303	Annexation Application	1,000.00	1,000.00	300.00	1,200.00	-200.00
100-0000-341305	Rezoning Application	3,000.00	3,000.00	1,500.00	3,000.00	0.00
100-0000-341306	Variance Application	1,000.00	1,000.00	1,000.00	1,000.00	0.00
100-0000-341390	Epd - Npdes Fees	500.00	500.00	0.00	0.00	500.00
100-0000-341391	Sign Reimbursements	50.00	50.00	0.00	0.00	50.00
100-0000-341392	Land Disturbance Permit	2,000.00	2,000.00	0.00	300.00	1,700.00
100-0000-341400	Printing & Duplicating Services	1,000.00	1,000.00	70.69	177.88	822.12
100-0000-341700	Admin Charges	72,000.00	72,000.00	650.00	10,750.00	61,250.00
100-0000-342120	Accident Reports	7,500.00	7,500.00	525.00	2,025.00	5,475.00
100-0000-342320	Fingerprinting Fees	100.00	100.00	15.00	30.00	70.00
100-0000-346400	Background Check Fees	7,500.00	7,500.00	510.00	1,770.00	5,730.00
100-0000-349300	Bad Check Fees	100.00	100.00	0.00	60.00	40.00
100-0000-349900	Other Charges for Service-Tech Services	960.00	960.00	80.00	0.00	960.00
100-0000-351170	Municipal Court Fines	375,000.00	375,000.00	22,894.00	80,330.00	294,670.00
100-0000-351171	Code Enforcement Fines	500.00	500.00	100.00	334.00	166.00
100-0000-351175	Fire Fines And Fees	500.00	500.00	125.00	275.00	225.00
100-0000-361000	Interest Revenues	50,000.00	50,000.00	19,924.09	59,969.57	-9,969.57

Income Statement

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Section 2, Item F.

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-0000-371250	Police Fund Donations	100.00	100.00	9,335.00	18,985.00	-18,885.00
100-0000-389000	Bank Charges & Misc.	3,000.00	3,000.00	-551.46	-1,538.41	4,538.41
100-0000-389150	Rental Receipts	80,000.00	80,000.00	6,050.00	16,150.00	63,850.00
100-0000-389175	Event Receipts	75,000.00	75,000.00	13,553.63	34,756.08	40,243.92
100-0000-391220	Transfers In - Sanitation Fund	440,000.00	440,000.00	0.00	0.00	440,000.00
100-0000-391230	Transfer In - Hotel/Motel	50,000.00	50,000.00	547.94	547.94	49,452.06
Department: 0000 - Non-Departmental Total:		16,503,910.00	16,503,910.00	9,897,338.62	10,611,163.92	5,892,746.08
Department: 1100 - Legislative						
100-1100-511100	Salaries & Wages - Council	48,000.00	48,000.00	4,000.00	12,000.00	36,000.00
100-1100-512200	Fica & Medicare	3,800.00	3,800.00	306.00	918.00	2,882.00
100-1100-512400	Pmts To Retirement Sys	8,700.00	8,700.00	711.11	1,743.47	6,956.53
100-1100-512810	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00
100-1100-521301	Computer Services	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1100-523400	Printing & Binding	250.00	250.00	0.00	0.00	250.00
100-1100-523500	Travel	3,000.00	3,000.00	0.00	0.00	3,000.00
100-1100-523600	Dues & Fees	1,500.00	1,500.00	0.00	0.00	1,500.00
100-1100-523700	Education & Training	20,000.00	20,000.00	0.00	0.00	20,000.00
100-1100-523900	Other	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1100-529910	Municipal Meetings	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1100-531100	General Supplies & Mater	1,000.00	1,000.00	86.45	86.45	913.55
100-1100-531300	Food	850.00	850.00	0.00	0.00	850.00
100-1100-531700	Other Supplies	500.00	500.00	0.00	0.00	500.00
Department: 1100 - Legislative Total:		92,100.00	92,100.00	5,103.56	14,747.92	77,352.08
Department: 1300 - Executive						
100-1300-511100	Salaries & Wages - Executive	335,000.00	335,000.00	25,060.83	74,579.08	260,420.92
100-1300-512100	Group Insurance	92,000.00	92,000.00	7,707.89	30,831.56	61,168.44
100-1300-512200	Fica & Medicare	25,000.00	25,000.00	1,879.84	6,086.04	18,913.96
100-1300-512400	Pmts To Retirement Sys	68,475.00	68,475.00	4,962.88	12,167.72	56,307.28
100-1300-512700	Workers Compensation	800.00	800.00	0.00	272.33	527.67
100-1300-512810	Uniforms	3,000.00	3,000.00	4,682.01	5,009.61	-2,009.61
100-1300-521200	Professional Services	15,000.00	15,000.00	6,777.02	6,777.02	8,222.98
100-1300-521201	Legal Expenses	7,500.00	7,500.00	0.00	0.00	7,500.00
100-1300-521202	Engineering Fees	50,000.00	50,000.00	0.00	4,200.00	45,800.00
100-1300-523500	Travel	5,000.00	5,000.00	0.00	0.00	5,000.00
100-1300-523510	City Manager Car Allowance	9,100.00	9,100.00	700.00	2,100.00	7,000.00
100-1300-523600	Dues & Fees	8,000.00	8,000.00	25.00	300.00	7,700.00
100-1300-523700	Education & Training	3,000.00	3,000.00	0.00	0.00	3,000.00
100-1300-523900	Other	2,500.00	2,500.00	1,110.79	2,183.59	316.41
100-1300-529989	Contingency	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1300-531100	General Supplies & Mater	1,000.00	1,000.00	0.00	313.06	686.94
100-1300-531101	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1300-531114	Flowers & Plants	500.00	500.00	88.78	163.66	336.34
100-1300-531300	Food	500.00	500.00	305.25	382.12	117.88
100-1300-531600	Small Equipment <\$20000	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1300-531700	Other Supplies	500.00	500.00	0.00	0.00	500.00
Department: 1300 - Executive Total:		629,875.00	629,875.00	53,300.29	145,365.79	484,509.21
Department: 1510 - Financial Administration						
100-1510-511100	Salaries & Wages - Gen Adm/Ch	460,000.00	460,000.00	34,771.23	95,520.80	364,479.20
100-1510-511300	Overtime Pay	2,500.00	2,500.00	46.99	100.79	2,399.21
100-1510-512100	Group Insurance	150,000.00	150,000.00	13,388.75	53,084.50	96,915.50
100-1510-512200	Fica & Medicare	35,500.00	35,500.00	2,560.12	7,677.86	27,822.14
100-1510-512400	Pmts To Retirement Sys	94,000.00	94,000.00	6,814.71	16,707.91	77,292.09
100-1510-512700	Workers Compensation	4,500.00	4,500.00	0.00	1,428.99	3,071.01
100-1510-512810	Uniforms	500.00	500.00	0.00	0.00	500.00
100-1510-521101	Fifa Expense	1,500.00	1,500.00	0.00	0.00	1,500.00
100-1510-521200	City Attorney & Retainer	180,000.00	180,000.00	52,370.68	91,547.15	88,452.85
100-1510-521203	Audit Fees	35,500.00	35,500.00	0.00	0.00	35,500.00
100-1510-521205	Cpa Expense	12,000.00	12,000.00	4,945.00	5,433.75	6,566.25

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-1510-521207	Codification Of City Code	9,000.00	9,000.00	0.00	0.00	9,000.00
100-1510-521302	Drug Testing	50.00	50.00	0.00	0.00	50.00
100-1510-523130	General Liability	58,000.00	58,000.00	0.00	76,710.00	-18,710.00
100-1510-523201	Postage	7,500.00	7,500.00	633.27	1,034.27	6,465.73
100-1510-523301	Advertising Expense	2,500.00	2,500.00	0.00	1,656.00	844.00
100-1510-523400	Printing & Binding	300.00	300.00	0.00	0.00	300.00
100-1510-523500	Travel	500.00	500.00	0.00	0.00	500.00
100-1510-523600	Dues & Fees	12,000.00	12,000.00	249.00	701.00	11,299.00
100-1510-523700	Education & Training	2,000.00	2,000.00	0.00	260.00	1,740.00
100-1510-523900	Other	3,500.00	3,500.00	994.41	1,224.41	2,275.59
100-1510-531100	General Supplies & Materials	4,000.00	4,000.00	397.49	1,121.66	2,878.34
100-1510-531101	Office Supplies	7,500.00	7,500.00	728.74	2,548.84	4,951.16
100-1510-531600	Small Equipment <\$20000	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1510-541200	Site Improvements	20,000.00	20,000.00	0.00	0.00	20,000.00
100-1510-581200	Principal - Lease	114,400.00	114,400.00	28,363.54	28,363.54	86,036.46
100-1510-582200	Interest - Leases	18,555.00	18,555.00	4,871.78	4,871.78	13,683.22
Department: 1510 - Financial Administration Total:		1,236,805.00	1,236,805.00	151,135.71	389,993.25	846,811.75
Department: 1535 - It - Data Processing/Mis						
100-1535-511100	Regular Pay	198,264.00	198,264.00	14,999.90	41,092.19	157,171.81
100-1535-511300	Overtime Pay	1,000.00	1,000.00	134.97	359.93	640.07
100-1535-512100	Group Insurance	34,000.00	34,000.00	4,138.75	12,199.00	21,801.00
100-1535-512200	Fica & Medicare	15,168.00	15,168.00	1,132.10	3,383.16	11,784.84
100-1535-512400	Pmts To Retirement Sys	40,556.00	40,556.00	2,937.20	7,201.26	33,354.74
100-1535-512810	Uniforms	1,000.00	1,000.00	0.00	241.41	758.59
100-1535-521208	Professional Service	13,000.00	13,000.00	0.00	0.00	13,000.00
100-1535-521301	Computer Services	150,069.00	150,069.00	20,800.02	53,998.56	96,070.44
100-1535-521302	Drug Testing	50.00	50.00	0.00	0.00	50.00
100-1535-522201	Office Equip-Rep & Maint	18,869.00	18,869.00	2,127.72	5,890.34	12,978.66
100-1535-522206	Computer Repair & Maint	14,500.00	14,500.00	0.00	3,271.56	11,228.44
100-1535-523130	General Liability	30,000.00	30,000.00	0.00	24,579.36	5,420.64
100-1535-523200	Telephone	54,961.00	54,961.00	6,118.32	10,485.55	44,475.45
100-1535-523600	Dues & Fees	200.00	200.00	0.00	250.00	-50.00
100-1535-523700	Education & Training	3,500.00	3,500.00	0.00	0.00	3,500.00
100-1535-523900	Other	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1535-531100	General Supplies & Mater	500.00	500.00	0.00	0.00	500.00
100-1535-531101	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
100-1535-531102	Computer Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00
100-1535-531600	Small Equipment <\$20000	49,299.00	49,299.00	358.89	2,833.82	46,465.18
100-1535-542100	Machinery & Equipment	61,000.00	61,000.00	0.00	0.00	61,000.00
Department: 1535 - It - Data Processing/Mis Total:		689,936.00	689,936.00	52,747.87	165,786.14	524,149.86
Department: 1565 - General Gov Building & PI						
100-1565-511100	Regular Pay	200,765.00	200,765.00	15,443.46	39,023.45	161,741.55
100-1565-512100	Group Insurance	72,312.00	72,312.00	6,026.00	13,671.75	58,640.25
100-1565-512200	Fica & Medicare	15,359.00	15,359.00	1,119.92	3,115.89	12,243.11
100-1565-512400	Pmts To Retirement Sys	41,020.00	41,020.00	2,974.25	7,292.09	33,727.91
100-1565-512700	Workers Compensation	25,000.00	25,000.00	0.00	6,431.34	18,568.66
100-1565-512810	Uniforms	3,000.00	3,000.00	0.00	0.00	3,000.00
100-1565-521200	Contracted Professional Services	40,000.00	40,000.00	853.08	4,842.09	35,157.91
100-1565-521302	Drug Testing	200.00	200.00	0.00	0.00	200.00
100-1565-522204	Building Repairs & Maint	135,000.00	135,000.00	1,571.59	11,299.20	123,700.80
100-1565-523140	Property Insurance	23,000.00	23,000.00	0.00	38,299.50	-15,299.50
100-1565-523200	Telephone	0.00	0.00	0.00	-780.22	780.22
100-1565-531100	General Supplies & Mater	12,000.00	12,000.00	158.67	1,690.92	10,309.08
100-1565-531105	Hand Tools	1,500.00	1,500.00	225.11	376.22	1,123.78
100-1565-531210	Water & Sewer Utility	60,000.00	60,000.00	0.00	4,662.99	55,337.01
100-1565-531220	Natural Gas	35,000.00	35,000.00	613.19	1,156.99	33,843.01
100-1565-531230	Electricity	180,000.00	180,000.00	18,112.45	18,832.63	161,167.37
100-1565-531600	Small Equipment <\$20000	4,500.00	4,500.00	0.00	0.00	4,500.00
100-1565-531700	Other Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-1565-541200 Site Improvements	97,455.00	97,455.00	0.00	0.00	97,455.00
Department: 1565 - General Gov Building & PI Total:	948,111.00	948,111.00	47,097.72	149,914.84	798,196.16
Department: 2000 - Judicial					
100-2000-511100 Salaries & Wages - Municipal Court	225,000.00	225,000.00	16,983.60	46,754.12	178,245.88
100-2000-511300 Overtime Pay	500.00	500.00	0.00	0.00	500.00
100-2000-512100 Group Insurance	53,241.00	53,241.00	4,436.75	17,747.00	35,494.00
100-2000-512200 Fica & Medicare	18,780.00	18,780.00	1,248.95	3,751.05	15,028.95
100-2000-512400 Pmts To Retirement Sys	46,025.00	46,025.00	3,333.28	8,172.34	37,852.66
100-2000-521202 Judge	35,000.00	35,000.00	2,916.66	8,749.98	26,250.02
100-2000-521204 Solicitor	30,000.00	30,000.00	2,500.00	7,500.00	22,500.00
100-2000-521205 Public Defender	22,000.00	22,000.00	0.00	1,805.00	20,195.00
100-2000-521210 Contract Labor - Other	3,500.00	3,500.00	300.00	400.00	3,100.00
100-2000-523500 Travel	1,500.00	1,500.00	0.00	0.00	1,500.00
100-2000-523600 Dues & Fees	300.00	300.00	0.00	0.00	300.00
100-2000-523700 Education & Training	2,000.00	2,000.00	0.00	0.00	2,000.00
100-2000-523900 Other	500.00	500.00	0.00	4.46	495.54
100-2000-531100 General Supplies & Mater	3,000.00	3,000.00	0.00	170.40	2,829.60
100-2000-571010 Prisoner Expense	45,000.00	45,000.00	3,396.48	5,907.45	39,092.55
100-2000-571030 Peace Officer'S A&B Fund	50,000.00	50,000.00	3,394.41	5,895.02	44,104.98
100-2000-571040 Local Victim Assistance Fund	25,000.00	25,000.00	1,669.49	2,891.80	22,108.20
100-2000-571050 Drug Abuse Education	7,000.00	7,000.00	228.13	881.02	6,118.98
100-2000-571060 Courtware Solutions	66,000.00	66,000.00	5,500.00	11,000.00	55,000.00
100-2000-571090 Consolidated Remittance	95,000.00	95,000.00	7,420.53	12,992.63	82,007.37
Department: 2000 - Judicial Total:	729,346.00	729,346.00	53,328.28	134,622.27	594,723.73
Department: 3200 - Police					
100-3200-511100 Salaries & Wages - Police	2,361,527.00	2,361,527.00	176,727.93	474,394.35	1,887,132.65
100-3200-511300 Overtime Pay	145,000.00	145,000.00	11,888.98	31,893.22	113,106.78
100-3200-511301 Overtime Pay Dea	55,000.00	55,000.00	2,219.39	8,767.05	46,232.95
100-3200-512100 Group Insurance	750,000.00	750,000.00	58,278.50	232,456.25	517,543.75
100-3200-512200 Fica & Medicare	196,339.00	196,339.00	13,871.60	41,069.85	155,269.15
100-3200-512400 Pmts To Retirement Sys	484,100.00	484,100.00	34,985.03	85,774.29	398,325.71
100-3200-512700 Workers Compensation	100,000.00	100,000.00	0.00	31,330.20	68,669.80
100-3200-512810 Uniforms	28,000.00	28,000.00	1,345.32	5,230.55	22,769.45
100-3200-521209 Professional Service	8,320.00	8,320.00	643.99	1,312.98	7,007.02
100-3200-521301 Computer Services	500.00	500.00	0.00	0.00	500.00
100-3200-521302 Pre-Employment Screening	2,000.00	2,000.00	0.00	0.00	2,000.00
100-3200-522201 Office Equip-Rep & Maint	1,500.00	1,500.00	0.00	0.00	1,500.00
100-3200-522203 Mach & Equip Rep & Maint	8,500.00	8,500.00	0.00	792.00	7,708.00
100-3200-523160 Law Enforcement Liabili	27,000.00	27,000.00	0.00	28,420.00	-1,420.00
100-3200-523400 Printing & Binding	2,000.00	2,000.00	212.80	1,232.80	767.20
100-3200-523500 Travel	2,000.00	2,000.00	0.00	776.75	1,223.25
100-3200-523600 Dues & Fees	2,000.00	2,000.00	0.00	0.00	2,000.00
100-3200-523700 Education & Training	6,000.00	6,000.00	1,417.80	1,417.80	4,582.20
100-3200-523900 Other	3,000.00	3,000.00	26.60	26.60	2,973.40
100-3200-523905 Police Fund Expenses	3,000.00	3,000.00	630.70	630.70	2,369.30
100-3200-523910 D.A.R.E Expenses	1,500.00	1,500.00	0.00	0.00	1,500.00
100-3200-531100 General Supplies & Mater	18,000.00	18,000.00	455.91	3,593.50	14,406.50
100-3200-531101 Office Supplies	13,000.00	13,000.00	361.74	1,863.56	11,136.44
100-3200-531104 Ammunition	17,500.00	17,500.00	339.08	339.08	17,160.92
100-3200-531600 Small Equipment <\$20000	7,500.00	7,500.00	0.00	2,621.03	4,878.97
100-3200-531730 Neighborhood Watch	500.00	500.00	0.00	0.00	500.00
100-3200-571010 Prisoner Expense	5,000.00	5,000.00	0.00	0.00	5,000.00
Department: 3200 - Police Total:	4,248,786.00	4,248,786.00	303,405.37	953,942.56	3,294,843.44
Department: 3500 - Fire					
100-3500-511100 Salaries & Wages - Fire Dept	2,203,763.00	2,203,763.00	161,026.93	437,566.89	1,766,196.11
100-3500-511300 Overtime Pay	93,845.00	93,845.00	6,469.84	15,499.43	78,345.57
100-3500-512100 Group Insurance	508,485.00	508,485.00	39,659.25	164,894.00	343,591.00
100-3500-512110 Fire Cancer Insurance-Hb 146	3,849.00	3,849.00	0.00	2,077.97	1,771.03

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-3500-512200	Fica & Medicare	175,767.00	175,767.00	12,250.11	36,258.35	139,508.65
100-3500-512400	Pmts To Retirement Sys	451,100.00	451,100.00	32,647.82	80,044.06	371,055.94
100-3500-512700	Workers Compensation	54,767.00	54,767.00	0.00	16,607.47	38,159.53
100-3500-512810	Uniforms	20,100.00	20,100.00	1,102.50	1,102.50	18,997.50
100-3500-521208	Professional -Med Service	12,480.00	12,480.00	0.00	0.00	12,480.00
100-3500-521302	Drug Testing	750.00	750.00	200.00	200.00	550.00
100-3500-522203	Mach & Equip Rep & Maint	31,650.00	31,650.00	230.00	986.61	30,663.39
100-3500-523500	Travel	3,000.00	3,000.00	95.98	95.98	2,904.02
100-3500-523600	Dues & Fees	3,000.00	3,000.00	0.00	0.00	3,000.00
100-3500-523700	Education & Training	5,000.00	5,000.00	0.00	1,725.00	3,275.00
100-3500-523750	Fire Prevention & Train	3,000.00	3,000.00	0.00	0.00	3,000.00
100-3500-523800	Licenses	500.00	500.00	0.00	0.00	500.00
100-3500-523900	Other	3,500.00	3,500.00	0.00	5,129.98	-1,629.98
100-3500-531100	General Supplies & Mater	10,000.00	10,000.00	1,212.86	1,451.37	8,548.63
100-3500-531101	Office Supplies	2,000.00	2,000.00	33.15	378.65	1,621.35
100-3500-531600	Small Equipment <\$20000	29,684.00	29,684.00	0.00	2,047.41	27,636.59
100-3500-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
100-3500-531710	Medical Supplies	17,000.00	17,000.00	0.00	1,363.86	15,636.14
100-3500-581200	Principal - Lease	153,629.00	153,629.00	0.00	0.00	153,629.00
100-3500-582200	Interest - Leases	3,872.00	3,872.00	0.00	0.00	3,872.00
Department: 3500 - Fire Total:		3,791,741.00	3,791,741.00	254,928.44	767,429.53	3,024,311.47

Department: 4100 - Public Works

100-4100-511100	Salaries & Wages - Public Works	355,000.00	355,000.00	23,212.46	67,864.15	287,135.85
100-4100-511300	Overtime Pay	2,000.00	2,000.00	357.08	449.22	1,550.78
100-4100-512100	Group Insurance	153,009.00	153,009.00	11,764.75	57,271.00	95,738.00
100-4100-512200	Fica & Medicare	26,000.00	26,000.00	1,661.74	5,225.53	20,774.47
100-4100-512400	Pmts To Retirement Sys	68,475.00	68,475.00	5,259.18	12,894.16	55,580.84
100-4100-512600	Unemployment Expenses	0.00	0.00	0.00	1,825.00	-1,825.00
100-4100-512700	Workers Compensation	60,000.00	60,000.00	0.00	18,290.09	41,709.91
100-4100-512810	Uniforms	8,000.00	8,000.00	325.12	975.36	7,024.64
100-4100-521302	Drug Testing	100.00	100.00	0.00	0.00	100.00
100-4100-522140	Lawn Care	8,000.00	8,000.00	0.00	404.00	7,596.00
100-4100-522203	Mach & Equip Rep & Maint	10,000.00	10,000.00	600.55	1,000.43	8,999.57
100-4100-522320	Rental-Equipment/Vehicle	3,000.00	3,000.00	0.00	0.00	3,000.00
100-4100-523900	Other	7,500.00	7,500.00	7,855.87	7,855.87	-355.87
100-4100-531100	General Supplies & Materials	10,000.00	10,000.00	755.50	1,177.03	8,822.97
100-4100-531105	Hand Tools	2,000.00	2,000.00	0.00	0.00	2,000.00
100-4100-531250	Oil Expense	500.00	500.00	0.00	0.00	500.00
100-4100-531600	Small Equipment <\$20000	5,000.00	5,000.00	0.00	0.00	5,000.00
100-4100-531700	Other Supplies	7,500.00	7,500.00	0.00	0.00	7,500.00
Department: 4100 - Public Works Total:		726,084.00	726,084.00	51,792.25	175,231.84	550,852.16

Department: 4200 - Highways And Streets

100-4200-511100	Regular Pay	135,000.00	135,000.00	9,911.40	27,279.65	107,720.35
100-4200-511300	Overtime Pay	5,000.00	5,000.00	516.96	646.20	4,353.80
100-4200-512100	Group Insurance	32,000.00	32,000.00	4,376.75	17,507.00	14,493.00
100-4200-512200	Fica & Medicare	11,000.00	11,000.00	762.63	2,216.54	8,783.46
100-4200-512400	Pmts To Retirement Sys	27,575.00	27,575.00	1,999.97	4,903.41	22,671.59
100-4200-512810	Uniforms	2,500.00	2,500.00	275.60	752.59	1,747.41
100-4200-521202	Engineering Fees	50,000.00	50,000.00	210.00	1,335.00	48,665.00
100-4200-521302	Drug Test & Med Service	200.00	200.00	0.00	0.00	200.00
100-4200-521303	Technical Services	3,200.00	3,200.00	0.00	0.00	3,200.00
100-4200-521307	Technical Service-Mapping	6,000.00	6,000.00	0.00	0.00	6,000.00
100-4200-522203	Mach & Equip Rep & Maint	12,000.00	12,000.00	555.42	3,191.54	8,808.46
100-4200-522211	Sidewalk Repair & Maint	40,000.00	40,000.00	6,027.50	6,027.50	33,972.50
100-4200-523301	Advertising Expense	0.00	0.00	360.00	360.00	-360.00
100-4200-523500	Travel	500.00	500.00	0.00	0.00	500.00
100-4200-523600	Dues & Fees	250.00	250.00	0.00	0.00	250.00
100-4200-523700	Education & Training	2,500.00	2,500.00	0.00	0.00	2,500.00
100-4200-523800	Licenses	250.00	250.00	0.00	0.00	250.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-4200-523900	Other	2,000.00	2,000.00	0.00	0.00	2,000.00
100-4200-531100	General Supplies & Mater	8,000.00	8,000.00	2,652.52	5,026.60	2,973.40
100-4200-531105	Hand Tools	2,500.00	2,500.00	1,544.06	1,544.06	955.94
100-4200-531109	Chemicals	4,000.00	4,000.00	0.00	0.00	4,000.00
100-4200-531110	Street Repair	611,500.00	611,500.00	3,133.00	13,883.00	597,617.00
100-4200-531111	Traffic Light Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00
100-4200-531112	Lmig Street Repair & Maint	160,300.00	160,300.00	0.00	0.00	160,300.00
100-4200-531113	Street Signs	15,000.00	15,000.00	0.00	259.60	14,740.40
100-4200-531531	Traffic Signal - Utility	3,000.00	3,000.00	158.67	229.06	2,770.94
100-4200-531532	Street Light - Utility	200,000.00	200,000.00	15,110.27	20,287.23	179,712.77
100-4200-531600	Small Equipment <\$20000	5,000.00	5,000.00	966.98	2,700.95	2,299.05
100-4200-531610	Infrastructure < \$25,000	25,000.00	25,000.00	0.00	0.00	25,000.00
Department: 4200 - Highways And Streets Total:		1,366,275.00	1,366,275.00	48,561.73	108,149.93	1,258,125.07
Department: 4900 - Fleet Maintenance & Shop						
100-4900-511100	Regular Pay-Fleet Maint & Shop	240,000.00	240,000.00	17,934.92	49,282.66	190,717.34
100-4900-511300	Overtime Pay	2,000.00	2,000.00	0.00	38.79	1,961.21
100-4900-512100	Group Insurance	92,400.00	92,400.00	7,507.75	30,031.00	62,369.00
100-4900-512200	Fica & Medicare	18,700.00	18,700.00	1,279.52	3,839.09	14,860.91
100-4900-512400	Payments To Retirement	49,100.00	49,100.00	3,555.50	8,717.16	40,382.84
100-4900-512700	Workers Compensation	7,000.00	7,000.00	0.00	1,457.27	5,542.73
100-4900-512810	Uniforms	4,500.00	4,500.00	72.60	908.03	3,591.97
100-4900-521302	Drug Testing	50.00	50.00	0.00	0.00	50.00
100-4900-522202	Auto & Truck Rep & Maint	150,000.00	150,000.00	7,603.39	22,026.32	127,973.68
100-4900-522203	Mach & Equip Rep & Maint	7,500.00	7,500.00	400.00	400.00	7,100.00
100-4900-523170	Auto Liability	149,000.00	149,000.00	0.00	149,000.00	0.00
100-4900-523500	Travel	2,000.00	2,000.00	0.00	0.00	2,000.00
100-4900-523600	Dues & Fees	250.00	250.00	90.00	90.00	160.00
100-4900-523700	Education & Training	1,000.00	1,000.00	0.00	0.00	1,000.00
100-4900-523800	Licenses	500.00	500.00	0.00	0.00	500.00
100-4900-523900	Other	1,000.00	1,000.00	0.00	26.69	973.31
100-4900-531100	General Supplies & Mater	5,000.00	5,000.00	275.25	377.40	4,622.60
100-4900-531101	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
100-4900-531105	Hand Tools	5,000.00	5,000.00	326.22	954.59	4,045.41
100-4900-531250	Oil Expense	7,500.00	7,500.00	248.03	2,603.87	4,896.13
100-4900-531270	Gasoline Expense	220,000.00	220,000.00	11,197.57	39,510.48	180,489.52
100-4900-531600	Small Equipment <\$20000	15,000.00	15,000.00	105.95	2,105.95	12,894.05
100-4900-542200	Vehicles	0.00	0.00	826.00	51,955.36	-51,955.36
Department: 4900 - Fleet Maintenance & Shop Total:		978,500.00	978,500.00	51,422.70	363,324.66	615,175.34
Department: 6500 - Libraries						
100-6500-522204	Building Repairs & Maint	6,000.00	6,000.00	0.00	0.00	6,000.00
100-6500-572030	Library - Uncle Remus	133,238.00	133,238.00	0.00	0.00	133,238.00
Department: 6500 - Libraries Total:		139,238.00	139,238.00	0.00	0.00	139,238.00
Department: 7400 - Planning & Zoning						
100-7400-511100	Salaries & Wages - P & Dev	270,000.00	270,000.00	19,808.43	54,687.37	215,312.63
100-7400-511300	Overtime Pay	1,000.00	1,000.00	0.00	69.89	930.11
100-7400-512100	Group Insurance	50,555.00	50,555.00	4,142.00	16,568.00	33,987.00
100-7400-512200	Fica & Medicare	20,810.00	20,810.00	1,488.03	4,492.29	16,317.71
100-7400-512400	Pmts To Retirement Sys	55,725.00	55,725.00	3,999.94	9,806.82	45,918.18
100-7400-512810	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00
100-7400-521202	Engineering Fees	20,000.00	20,000.00	965.00	8,497.50	11,502.50
100-7400-521302	Drug Testing	100.00	100.00	0.00	0.00	100.00
100-7400-521312	Planning Commissioners	2,400.00	2,400.00	0.00	0.00	2,400.00
100-7400-523301	Advertising Expense	500.00	500.00	105.00	150.00	350.00
100-7400-523400	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00
100-7400-523500	Travel	1,000.00	1,000.00	0.00	0.00	1,000.00
100-7400-523600	Dues & Fees	400.00	400.00	11.95	11.95	388.05
100-7400-523700	Education & Training	4,500.00	4,500.00	0.00	750.00	3,750.00
100-7400-523800	Licenses	400.00	400.00	0.00	0.00	400.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100-7400-523900	Other	1,000.00	1,000.00	0.00	0.00	1,000.00
100-7400-531100	General Supplies & Mater	2,500.00	2,500.00	95.67	200.95	2,299.05
100-7400-531101	Office Supplies	2,500.00	2,500.00	0.00	0.00	2,500.00
100-7400-531102	Computer Supplies	2,500.00	2,500.00	0.00	361.14	2,138.86
100-7400-531600	Small Equipment <\$20000	1,000.00	1,000.00	0.00	0.00	1,000.00
100-7400-531700	Other Supplies	500.00	500.00	0.00	0.00	500.00
Department: 7400 - Planning & Zoning Total:		439,890.00	439,890.00	30,616.02	95,595.91	344,294.09
Department: 7545 - Economic Development -						
100-7545-511100	Regular Pay	180,000.00	180,000.00	13,896.40	37,382.80	142,617.20
100-7545-511300	Overtime Pay	52,000.00	52,000.00	2,723.73	10,802.31	41,197.69
100-7545-512100	Group Insurance	43,000.00	43,000.00	3,397.50	13,590.00	29,410.00
100-7545-512200	Fica & Medicare	18,000.00	18,000.00	1,221.20	3,817.23	14,182.77
100-7545-512400	Payments To Retirement	25,973.00	25,973.00	2,666.62	6,537.88	19,435.12
100-7545-521301	Computer Services	1,000.00	1,000.00	0.00	0.00	1,000.00
100-7545-523301	Advertising Expense	5,000.00	5,000.00	0.00	0.00	5,000.00
100-7545-523400	Printing	4,000.00	4,000.00	0.00	0.00	4,000.00
100-7545-523500	Travel Expense	2,000.00	2,000.00	870.35	870.35	1,129.65
100-7545-523600	Dues & Fees	2,000.00	2,000.00	220.00	1,230.00	770.00
100-7545-523900	Other	1,000.00	1,000.00	0.00	0.00	1,000.00
100-7545-531100	General Supplies & Materials	20,000.00	20,000.00	64.00	624.47	19,375.53
100-7545-531112	Flowers	250.00	250.00	0.00	0.00	250.00
100-7545-531300	Food	13,000.00	13,000.00	732.59	3,367.84	9,632.16
100-7545-572010	Events - Etc.	120,000.00	120,000.00	6,975.00	21,440.76	98,559.24
Department: 7545 - Economic Development - Total:		487,223.00	487,223.00	32,767.39	99,663.64	387,559.36
Fund: 100 - General Fund Surplus (Deficit):		0.00	0.00	8,761,131.29	7,047,395.64	
Fund: 210 - Confiscated Asset Fund						
Department: 0000 - Non-Departmental						
210-0000-351320	Cash Confiscation	0.00	0.00	0.00	57.00	-57.00
210-0000-381010	Federal Confiscated Assets	110,000.00	110,000.00	1,286.30	7,489.17	102,510.83
Department: 0000 - Non-Departmental Total:		110,000.00	110,000.00	1,286.30	7,546.17	102,453.83
Department: 3200 - Police						
210-3200-523901	Other -- Federal Forfeiture	0.00	0.00	0.00	2,400.00	-2,400.00
210-3200-531100	General Supplies & Mater	0.00	0.00	2,328.00	11,578.00	-11,578.00
210-3200-531600	Small Equipment <\$20000	110,000.00	110,000.00	0.00	26,250.00	83,750.00
Department: 3200 - Police Total:		110,000.00	110,000.00	2,328.00	40,228.00	69,772.00
Fund: 210 - Confiscated Asset Fund Surplus (Deficit):		0.00	0.00	-1,041.70	-32,681.83	
Fund: 275 - Hotel/Motel Fund						
Department: 0000 - Non-Departmental						
275-0000-314100	Hotel / Motel Tax	85,000.00	85,000.00	741.46	1,654.69	83,345.31
Department: 0000 - Non-Departmental Total:		85,000.00	85,000.00	741.46	1,654.69	83,345.31
Department: 7540 - Tourism						
275-7540-523301	Advertising Expense	25,000.00	25,000.00	0.00	337.50	24,662.50
275-7540-572010	Chamber - Hotel/Motel	10,000.00	10,000.00	0.00	0.00	10,000.00
275-7540-611050	Transfer Out - General	50,000.00	50,000.00	547.94	547.94	49,452.06
Department: 7540 - Tourism Total:		85,000.00	85,000.00	547.94	885.44	84,114.56
Fund: 275 - Hotel/Motel Fund Surplus (Deficit):		0.00	0.00	193.52	769.25	
Fund: 320 - Gw Splost 2017						
Department: 0000 - Non-Departmental						
320-0000-337101	Recreation Gw	1,338,781.00	1,338,781.00	0.00	0.00	1,338,781.00
320-0000-337103	Transportation Gw	1,320,649.00	1,320,649.00	0.00	0.00	1,320,649.00
320-0000-337104	W&S Capital Improvements Gw	380,604.00	380,604.00	0.00	0.00	380,604.00
320-0000-361000	Interest Revenues	0.00	0.00	415.80	1,278.48	-1,278.48
Department: 0000 - Non-Departmental Total:		3,040,034.00	3,040,034.00	415.80	1,278.48	3,038,755.52
Department: 4200 - Highways And Streets						
320-4200-541410	Transp-Old Loganville Sidewalk	1,320,649.00	1,320,649.00	0.00	0.00	1,320,649.00
Department: 4200 - Highways And Streets Total:		1,320,649.00	1,320,649.00	0.00	0.00	1,320,649.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 4400 - Water						
320-4400-541400	Infrastructure-Dest Park	380,604.00	380,604.00	0.00	0.00	380,604.00
	Department: 4400 - Water Total:	380,604.00	380,604.00	0.00	0.00	380,604.00
Department: 6200 - Parks						
320-6200-541300	Buildings-Park	0.00	0.00	0.00	-118,070.10	118,070.10
320-6200-541400	Recreation - Infrastructure	1,338,781.00	1,338,781.00	752.50	2,000.81	1,336,780.19
	Department: 6200 - Parks Total:	1,338,781.00	1,338,781.00	752.50	-116,069.29	1,454,850.29
	Fund: 320 - Gw Splost 2017 Surplus (Deficit):	0.00	0.00	-336.70	117,347.77	
Fund: 321 - Wc Splost 2019						
Department: 0000 - Non-Departmental						
321-0000-337103	Transportation Wc Splost 2019	3,218,898.44	3,218,898.44	124,423.25	150,028.67	3,068,869.77
321-0000-337104	Public Safety Wc Splost 2019	2,354,725.70	2,354,725.70	91,019.52	277,501.47	2,077,224.23
321-0000-337105	Parks And Rec Walton Splost 2019	226,192.86	226,192.86	8,743.25	26,656.54	199,536.32
321-0000-361000	Interest Revenues	0.00	0.00	21,888.66	64,704.88	-64,704.88
321-0000-389000	Bank Charges & Misc.	0.00	0.00	-15.00	-45.00	45.00
	Department: 0000 - Non-Departmental Total:	5,799,817.00	5,799,817.00	246,059.68	518,846.56	5,280,970.44
Department: 3200 - Police						
321-3200-522204	Police Building Repair & Maint	0.00	0.00	0.00	25,214.31	-25,214.31
321-3200-531600	Small Equip Purchase < \$20000	0.00	0.00	3,695.00	3,695.00	-3,695.00
321-3200-541300	Public Safety Buildings	2,354,725.70	2,301,334.31	0.00	0.00	2,301,334.31
321-3200-542100	Machinery/ Equipment	0.00	22,833.82	2,797.00	22,833.82	0.00
	Department: 3200 - Police Total:	2,354,725.70	2,324,168.13	6,492.00	51,743.13	2,272,425.00
Department: 3500 - Fire						
321-3500-531600	Small Equip Purchase < \$20000	0.00	0.00	0.00	4,427.90	-4,427.90
321-3500-542100	Machinery/ Equipment	0.00	30,557.57	2,797.00	23,362.57	7,195.00
321-3500-542200	Vehicles	0.00	53,000.00	0.00	47,335.75	5,664.25
	Department: 3500 - Fire Total:	0.00	83,557.57	2,797.00	75,126.22	8,431.35
Department: 4200 - Highways And Streets						
321-4200-541400	Transportation Infrastructure	3,218,898.44	3,218,898.44	0.00	0.00	3,218,898.44
	Department: 4200 - Highways And Streets Total:	3,218,898.44	3,218,898.44	0.00	0.00	3,218,898.44
Department: 6200 - Parks						
321-6200-542100	Machinery/ Equipment	226,192.86	226,192.86	0.00	0.00	226,192.86
	Department: 6200 - Parks Total:	226,192.86	226,192.86	0.00	0.00	226,192.86
	Fund: 321 - Wc Splost 2019 Surplus (Deficit):	0.00	-53,000.00	236,770.68	391,977.21	
Fund: 323 - Walton county SPLOST 2025						
Department: 0000 - Non-Departmental						
323-0000-337102	SPLOST 2025 Public Safety	623,397.12	623,397.12	0.00	0.00	623,397.12
323-0000-337103	SPLOST 2025 Transportation	5,015,513.69	5,015,513.69	0.00	0.00	5,015,513.69
323-0000-337104	SPLOST 2025 Public Utilities	5,440,557.22	5,440,557.22	0.00	0.00	5,440,557.22
323-0000-337105	SPLOST 2025 Parks & Recreation	255,026.12	255,026.12	0.00	0.00	255,026.12
	Department: 0000 - Non-Departmental Total:	11,334,494.15	11,334,494.15	0.00	0.00	11,334,494.15
Department: 3200 - Police						
323-3200-542100	Machinery & Equipment	311,698.59	311,698.59	0.00	0.00	311,698.59
	Department: 3200 - Police Total:	311,698.59	311,698.59	0.00	0.00	311,698.59
Department: 3500 - Fire						
323-3500-542100	Machinery & Equipment	311,698.59	311,698.59	0.00	0.00	311,698.59
	Department: 3500 - Fire Total:	311,698.59	311,698.59	0.00	0.00	311,698.59
Department: 4200 - Highways And Streets						
323-4200-541400	Transportation Streets and Sidewalks	5,015,513.69	5,015,513.69	0.00	0.00	5,015,513.69
	Department: 4200 - Highways And Streets Total:	5,015,513.69	5,015,513.69	0.00	0.00	5,015,513.69
Department: 4330 - Sewer Collections						
323-4330-541400	Sewer Infrastructure	2,720,278.61	2,720,278.61	0.00	0.00	2,720,278.61
	Department: 4330 - Sewer Collections Total:	2,720,278.61	2,720,278.61	0.00	0.00	2,720,278.61

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 4400 - Water						
323-4400-541400	Water Infrastructure	2,720,278.61	2,720,278.61	0.00	0.00	2,720,278.61
	Department: 4400 - Water Total:	2,720,278.61	2,720,278.61	0.00	0.00	2,720,278.61
Department: 6200 - Parks						
323-6200-541400	Parks & Rec Infrastructure	255,026.06	255,026.06	0.00	0.00	255,026.06
	Department: 6200 - Parks Total:	255,026.06	255,026.06	0.00	0.00	255,026.06
	Fund: 323 - Walton county SPLOST 2025 Surplus (Deficit):	0.00	0.00	0.00	0.00	
Fund: 324 - GW SPLOST 2023						
Department: 0000 - Non-Departmental						
324-0000-337101	Splost 23 Transportation	2,559,746.00	2,559,746.00	39,844.52	-19,109.64	2,578,855.64
324-0000-337102	Splost 23 - Public Safety-Facilities & Equip	600,000.00	600,000.00	9,087.34	26,910.69	573,089.31
324-0000-337103	Splost 23 Recreational	750,000.00	750,000.00	11,883.45	35,190.91	714,809.09
324-0000-337104	Splost 23 Water & Sewer Capital Improvem...	574,642.00	574,642.00	9,087.34	26,910.69	547,731.31
324-0000-361000	Interest Income	0.00	0.00	2,859.61	8,085.34	-8,085.34
324-0000-389000	Bank Charges and Misc	0.00	0.00	-95.30	-286.20	286.20
	Department: 0000 - Non-Departmental Total:	4,484,388.00	4,484,388.00	72,666.96	77,701.79	4,406,686.21
Department: 3200 - Police						
324-3200-541300	Police Public Safety Facilities	300,000.00	300,000.00	0.00	0.00	300,000.00
	Department: 3200 - Police Total:	300,000.00	300,000.00	0.00	0.00	300,000.00
Department: 3500 - Fire						
324-3500-541300	Fire Public Safety Facilities	300,000.00	300,000.00	0.00	0.00	300,000.00
	Department: 3500 - Fire Total:	300,000.00	300,000.00	0.00	0.00	300,000.00
Department: 4200 - Highways And Streets						
324-4200-541400	Transportation Infrastructure	2,559,746.00	2,559,746.00	0.00	0.00	2,559,746.00
	Department: 4200 - Highways And Streets Total:	2,559,746.00	2,559,746.00	0.00	0.00	2,559,746.00
Department: 4330 - Sewer Collections						
324-4330-541400	Sewer Infrastructure	287,321.00	287,321.00	0.00	0.00	287,321.00
	Department: 4330 - Sewer Collections Total:	287,321.00	287,321.00	0.00	0.00	287,321.00
Department: 4400 - Water						
324-4400-541400	Water Infrastructure	287,321.00	287,321.00	0.00	0.00	287,321.00
	Department: 4400 - Water Total:	287,321.00	287,321.00	0.00	0.00	287,321.00
Department: 6200 - Parks						
324-6200-541400	Recreational Infrastructure	750,000.00	750,000.00	0.00	0.00	750,000.00
	Department: 6200 - Parks Total:	750,000.00	750,000.00	0.00	0.00	750,000.00
	Fund: 324 - GW SPLOST 2023 Surplus (Deficit):	0.00	0.00	72,666.96	77,701.79	
Fund: 371 - ARPA						
Department: 0000 - Non-Departmental						
371-0000-361000	Interest Revenue	60,000.00	60,000.00	7,534.25	24,640.62	35,359.38
371-0000-399000	Fund Balance For Budget Only	3,785,039.77	3,785,039.77	0.00	0.00	3,785,039.77
	Department: 0000 - Non-Departmental Total:	3,845,039.77	3,845,039.77	7,534.25	24,640.62	3,820,399.15
Department: 4200 - Highways And Streets						
371-4200-531110	Street Repair	0.00	857,669.08	10,933.00	11,685.50	845,983.58
371-4200-531600	Small Equipment <\$20000	0.00	48,577.50	19,230.00	19,230.00	29,347.50
371-4200-541400	Street Infrastructure	0.00	3,356.35	0.00	3,356.35	0.00
	Department: 4200 - Highways And Streets Total:	0.00	909,602.93	30,163.00	34,271.85	875,331.08
Department: 4300 - Water Quality Control						
371-4300-522205	Infrastructure Repair & Maintenance	0.00	22,417.61	11,950.00	22,417.61	0.00
371-4300-541400	Infrastructure	373,880.20	223,511.19	0.00	145,720.00	77,791.19
	Department: 4300 - Water Quality Control Total:	373,880.20	245,928.80	11,950.00	168,137.61	77,791.19
Department: 4320 - Stormwater						
371-4320-522205	Infrastructure Repair & Maintenance	56,692.50	81,392.50	5,779.76	12,635.16	68,757.34
371-4320-541400	Infrastructure	332,452.62	332,452.62	4,736.52	8,633.07	323,819.55
	Department: 4320 - Stormwater Total:	389,145.12	413,845.12	10,516.28	21,268.23	392,576.89

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 4330 - Sewer Collections						
371-4330-522205	Infrastructure Repair & Maintenance	19,442.00	19,442.00	0.00	14,100.00	5,342.00
371-4330-541300	Buildings	0.00	23,880.21	23,880.21	23,880.21	0.00
371-4330-541400	Infrastructure	1,562,572.45	601,050.31	2,064.34	14,525.23	586,525.08
Department: 4330 - Sewer Collections Total:		1,582,014.45	644,372.52	25,944.55	52,505.44	591,867.08
Department: 4400 - Water						
371-4400-522205	Infrastructure Repair & Maintenance	0.00	54,264.16	290.00	1,022.25	53,241.91
371-4400-541410	Water Infrastructure	0.00	21,374.84	0.00	0.00	21,374.84
371-4400-542100	Machinery	0.00	127,951.40	0.00	0.00	127,951.40
Department: 4400 - Water Total:		0.00	203,590.40	290.00	1,022.25	202,568.15
Department: 6500 - Libraries						
371-6500-541300	Building-Library	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00
Department: 6500 - Libraries Total:		1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00
Fund: 371 - ARPA Surplus (Deficit):		0.00	-72,300.00	-71,329.58	-252,564.76	
Fund: 375 - Capital Recovery-Impact Fees						
Department: 0000 - Non-Departmental						
375-0000-341320	Capital Recovery Impact Fee	400,000.00	400,000.00	46,853.79	46,853.79	353,146.21
375-0000-361000	Interest Revenues	0.00	0.00	0.00	9,782.37	-9,782.37
Department: 0000 - Non-Departmental Total:		400,000.00	400,000.00	46,853.79	56,636.16	343,363.84
Department: 4400 - Water						
375-4400-541400	Infrastructure	400,000.00	400,000.00	0.00	0.00	400,000.00
Department: 4400 - Water Total:		400,000.00	400,000.00	0.00	0.00	400,000.00
Fund: 375 - Capital Recovery-Impact Fees Surplus (Deficit):		0.00	0.00	46,853.79	56,636.16	
Fund: 505 - Water & Sewer Fund						
Department: 0000 - Non-Departmental						
505-0000-341320	Capital Recovery Fee	0.00	0.00	-32,211.99	14,641.80	-14,641.80
505-0000-341321	Capital Recovery - Plan Review	3,000.00	3,000.00	0.00	0.00	3,000.00
505-0000-344190	Other Charges	1,500.00	1,500.00	0.00	0.00	1,500.00
505-0000-344211	Water Sales / Collection	4,100,000.00	4,100,000.00	388,178.06	965,284.74	3,134,715.26
505-0000-344212	Water Tap Fees	300,000.00	300,000.00	12,750.00	50,400.00	249,600.00
505-0000-344213	Backflow	19,000.00	19,000.00	150.00	617.50	18,382.50
505-0000-344214	Sprinkler Meter Fees	5,000.00	5,000.00	0.00	0.00	5,000.00
505-0000-344215	Hydrant Meter Fees	8,000.00	8,000.00	2,644.68	3,364.68	4,635.32
505-0000-344255	Sewer Sales / Collection	3,500,000.00	3,500,000.00	314,143.32	792,730.16	2,707,269.84
505-0000-344256	Sewer Tap Fees	500,000.00	500,000.00	22,500.00	87,315.00	412,685.00
505-0000-344257	Dumping Tickets	450,000.00	450,000.00	40,425.00	125,950.00	324,050.00
505-0000-344258	Grease Trap Fees	12,000.00	12,000.00	150.00	900.00	11,100.00
505-0000-344260	Storm Water Utility	625,000.00	625,000.00	53,350.95	133,227.44	491,772.56
505-0000-349300	Bad Check Fees	2,000.00	2,000.00	-2,652.41	-2,708.75	4,708.75
505-0000-349900	Water & Sewer Late Fees	200,000.00	200,000.00	14,692.24	48,474.34	151,525.66
505-0000-349910	Administrative Fees	100,000.00	100,000.00	4,868.97	13,121.97	86,878.03
505-0000-361000	Interest Revenues	90,000.00	90,000.00	16,936.80	50,942.57	39,057.43
505-0000-389000	Bank Charges & Etc.	20,000.00	20,000.00	-12,606.25	-30,371.27	50,371.27
505-0000-391100	Collections -Bad Debt	3,500.00	3,500.00	-2,322.49	-6,245.48	9,745.48
505-0000-392001	Comp For Loss Of Gen Fxd Assets	0.00	0.00	0.00	1,500.00	-1,500.00
Department: 0000 - Non-Departmental Total:		9,939,000.00	9,939,000.00	820,996.88	2,249,144.70	7,689,855.30
Department: 4300 - Water Quality Control						
505-4300-511100	Salaries & Wages - Wqc	695,000.00	695,000.00	48,325.53	87,661.42	607,338.58
505-4300-511300	Overtime Pay	15,000.00	15,000.00	479.87	5,075.07	9,924.93
505-4300-512100	Group Insurance	254,000.00	254,000.00	17,271.00	69,084.00	184,916.00
505-4300-512200	Fica & Medicare	53,945.00	53,945.00	3,483.36	10,765.05	43,179.95
505-4300-512400	Pmts To Retirement Sys	141,150.00	141,150.00	10,446.56	25,393.90	115,756.10
505-4300-512810	Uniforms	40,000.00	40,000.00	3,363.67	7,192.05	32,807.95
505-4300-521201	Legal Expenses	30,000.00	30,000.00	0.00	0.00	30,000.00
505-4300-521202	Engineering Fees	10,000.00	10,000.00	0.00	0.00	10,000.00
505-4300-521208	Professional -Med Service	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4300-521301	Computer Services	124,845.00	124,845.00	5,283.22	9,924.01	114,920.99

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
505-4300-521302	Drug Testing	500.00	500.00	0.00	0.00	500.00
505-4300-521307	Technical Service	20,000.00	20,000.00	0.00	0.00	20,000.00
505-4300-521320	Outside Lab Service	12,000.00	12,000.00	1,061.58	1,722.69	10,277.31
505-4300-521330	W E T Sampling	10,000.00	10,000.00	0.00	0.00	10,000.00
505-4300-522110	Disposal (Sludge)	10,000.00	10,000.00	0.00	0.00	10,000.00
505-4300-522201	Office Equip-Rep & Maint	10,500.00	10,500.00	440.49	1,266.49	9,233.51
505-4300-522202	Auto & Truck Rep & Maint	50,000.00	50,000.00	6,258.28	12,038.54	37,961.46
505-4300-522203	Mach & Equip Rep & Maint	40,000.00	40,000.00	540.00	834.41	39,165.59
505-4300-522204	Building Repairs & Maint	15,000.00	15,000.00	564.98	1,189.94	13,810.06
505-4300-522205	Infrastructure Rep & Main	200,000.00	200,000.00	6,243.41	24,016.81	175,983.19
505-4300-522206	Computer Repair & Maint	3,000.00	3,000.00	0.00	1,120.69	1,879.31
505-4300-522320	Rental-Equipment/Vehicle	2,000.00	2,000.00	0.00	0.00	2,000.00
505-4300-523130	General Liability	56,542.00	56,542.00	0.00	76,710.00	-20,168.00
505-4300-523140	Property Insurance	34,014.00	34,014.00	0.00	38,299.50	-4,285.50
505-4300-523170	Auto Liability	50,000.00	50,000.00	0.00	71,557.00	-21,557.00
505-4300-523200	Telephone	10,000.00	10,000.00	1,187.79	1,764.03	8,235.97
505-4300-523500	Travel	500.00	500.00	0.00	65.28	434.72
505-4300-523600	Dues & Fees	2,000.00	2,000.00	0.00	0.00	2,000.00
505-4300-523700	Education & Training	10,000.00	10,000.00	2,848.91	3,733.00	6,267.00
505-4300-523800	Licenses	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4300-523900	Other	2,000.00	2,000.00	301.44	301.44	1,698.56
505-4300-531100	General Supplies & Mater	10,000.00	10,000.00	53.99	1,276.45	8,723.55
505-4300-531101	Office Supplies	4,000.00	4,000.00	3,352.46	6,892.59	-2,892.59
505-4300-531102	Computer Supplies	2,500.00	2,500.00	415.28	532.59	1,967.41
505-4300-531103	Lab Supplies	24,000.00	24,000.00	0.00	5,438.38	18,561.62
505-4300-531105	Hand Tools	1,469.00	1,469.00	0.00	107.13	1,361.87
505-4300-531109	Chemicals	240,000.00	240,000.00	25,273.83	55,672.73	184,327.27
505-4300-531220	Natural Gas	1,200.00	1,200.00	114.92	219.30	980.70
505-4300-531230	Electricity	420,000.00	420,000.00	43,675.17	62,232.85	357,767.15
505-4300-531250	Oil Expense	5,000.00	5,000.00	0.00	0.00	5,000.00
505-4300-531270	Gasoline Expense	60,000.00	60,000.00	3,909.64	12,927.75	47,072.25
505-4300-531600	Small Equipment <\$20000	5,000.00	5,000.00	0.00	0.00	5,000.00
505-4300-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4300-561000	Depreciation	388,824.00	388,824.00	0.00	0.00	388,824.00
505-4300-562000	Amortization	25,100.00	25,100.00	0.00	0.00	25,100.00
505-4300-581100	Principal - Bonds	1,025,000.00	1,025,000.00	0.00	0.00	1,025,000.00
505-4300-582100	Interest - Bonds	592,430.00	592,430.00	0.00	0.00	592,430.00
Department: 4300 - Water Quality Control Total:		4,709,519.00	4,709,519.00	184,895.38	595,015.09	4,114,503.91
Department: 4320 - Stormwater						
505-4320-511100	Regular Pay	258,156.00	258,156.00	19,702.72	42,960.64	215,195.36
505-4320-511300	Overtime Pay	8,000.00	8,000.00	434.93	617.72	7,382.28
505-4320-512100	Group Insurance	65,200.00	65,200.00	5,427.50	21,710.00	43,490.00
505-4320-512200	Fica & Medicare	19,749.00	19,749.00	1,494.94	4,394.63	15,354.37
505-4320-512400	Pmts To Retirement Sys	51,700.00	51,700.00	3,824.47	9,376.63	42,323.37
505-4320-521202	Engineering Fees	50,000.00	50,000.00	900.00	1,337.50	48,662.50
505-4320-521307	Technical Service Mapping	25,000.00	25,000.00	2,000.00	4,000.00	21,000.00
505-4320-521320	Outside Lab Service	20,000.00	20,000.00	3,269.50	3,269.50	16,730.50
505-4320-522203	Mach & Equip Rep & Maint	4,000.00	4,000.00	0.00	0.00	4,000.00
505-4320-522205	Infrastructure Rep & Main	75,000.00	75,000.00	0.00	7,000.00	68,000.00
505-4320-522320	Rental-Equipment/Vehicle	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4320-523301	Advertising Expense	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4320-523400	Printing & Binding	3,000.00	3,000.00	0.00	295.00	2,705.00
505-4320-523700	Education & Training	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4320-523800	Licenses	500.00	500.00	0.00	0.00	500.00
505-4320-523900	Other	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4320-531100	General Supplies & Mater	8,000.00	8,000.00	599.98	979.98	7,020.02
505-4320-531101	Office Supplies	1,500.00	1,500.00	0.00	640.75	859.25
505-4320-531102	Computer Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00
505-4320-531105	Hand Tools	500.00	500.00	0.00	0.00	500.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
505-4320-531109	Chemicals	3,000.00	3,000.00	0.00	0.00	3,000.00
505-4320-531600	Small Equipment <\$20000	2,500.00	2,500.00	0.00	0.00	2,500.00
505-4320-531700	Other Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00
505-4320-561000	Depreciation	79,050.00	79,050.00	0.00	0.00	79,050.00
Department: 4320 - Stormwater Total:		682,355.00	682,355.00	37,654.04	96,582.35	585,772.65
Department: 4330 - Sewer Collections						
505-4330-511100	Regular Pay	288,614.00	288,614.00	13,137.83	37,704.73	250,909.27
505-4330-511300	Overtime Pay	30,000.00	30,000.00	1,384.80	3,106.90	26,893.10
505-4330-512100	Group Insurance	122,000.00	122,000.00	3,363.50	27,942.50	94,057.50
505-4330-512200	Fica & Medicare	22,079.00	22,079.00	1,034.08	3,649.17	18,429.83
505-4330-512400	Retirement	57,800.00	57,800.00	4,275.70	10,482.90	47,317.10
505-4330-521202	Engineering Fees	10,000.00	10,000.00	0.00	0.00	10,000.00
505-4330-521302	Drug Testing	0.00	0.00	50.00	50.00	-50.00
505-4330-521303	Tech Services	7,500.00	7,500.00	0.00	0.00	7,500.00
505-4330-521306	Tech Service Generator	9,000.00	9,000.00	0.00	0.00	9,000.00
505-4330-521307	Tech Sev Gis Mapping	20,000.00	20,000.00	8,337.75	8,337.75	11,662.25
505-4330-522110	Septic Disposal	33,066.00	33,066.00	0.00	450.00	32,616.00
505-4330-522203	Mach & Equip Rep & Maint	15,000.00	15,000.00	0.00	0.00	15,000.00
505-4330-522205	Infrastructure Rep & Maint	133,569.00	133,569.00	6,371.99	18,532.29	115,036.71
505-4330-522320	Rental Equip/ Vehicle	4,000.00	4,000.00	0.00	0.00	4,000.00
505-4330-523301	Advertising Expense	500.00	500.00	0.00	0.00	500.00
505-4330-523500	Travel	500.00	500.00	0.00	0.00	500.00
505-4330-523600	Dues & Fees	500.00	500.00	0.00	0.00	500.00
505-4330-523700	Education & Training	3,500.00	3,500.00	0.00	0.00	3,500.00
505-4330-523800	Licenses	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4330-523900	Other	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4330-531100	General Supplies & Materials	10,000.00	10,000.00	595.85	595.85	9,404.15
505-4330-531101	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4330-531105	Hand Tools	1,500.00	1,500.00	0.00	0.00	1,500.00
505-4330-531109	Chemicals	10,000.00	10,000.00	0.00	0.00	10,000.00
505-4330-531220	Natural Gas	500.00	500.00	0.00	0.00	500.00
505-4330-531600	Small Equipment <\$20000	5,000.00	5,000.00	0.00	0.00	5,000.00
505-4330-531700	Other Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
Department: 4330 - Sewer Collections Total:		788,628.00	788,628.00	38,551.50	110,852.09	677,775.91
Department: 4400 - Water						
505-4400-511100	Salaries & Wages - Water	535,900.00	535,900.00	38,831.55	83,613.29	452,286.71
505-4400-511300	Overtime Pay	30,000.00	30,000.00	4,535.51	9,166.55	20,833.45
505-4400-512100	Group Insurance	224,000.00	224,000.00	14,823.00	59,292.00	164,708.00
505-4400-512200	Fica & Medicare	40,997.00	40,997.00	3,172.45	9,141.57	31,855.43
505-4400-512400	Pmts To Retirement Sys	107,300.00	107,300.00	7,939.13	19,464.71	87,835.29
505-4400-512700	Workers Compensation	54,600.00	54,600.00	0.00	17,555.31	37,044.69
505-4400-521202	Engineering Fees	30,000.00	30,000.00	0.00	0.00	30,000.00
505-4400-521203	Audit Fees	20,000.00	20,000.00	0.00	0.00	20,000.00
505-4400-521304	Tech Service -Utily Prot	5,000.00	5,000.00	0.00	0.00	5,000.00
505-4400-521305	Techserv -Utility Service	55,500.00	55,500.00	0.00	6,069.71	49,430.29
505-4400-521307	Technical Service	63,400.00	63,400.00	4,478.20	16,182.20	47,217.80
505-4400-521320	Outside Lab Service	8,000.00	8,000.00	0.00	377.52	7,622.48
505-4400-522201	Office Equip-Rep & Maint	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4400-522203	Mach & Equip Rep & Maint	10,000.00	10,000.00	7,052.60	7,052.60	2,947.40
505-4400-522205	Infrastructure Rep & Main	200,000.00	193,500.00	59,211.73	101,259.37	92,240.63
505-4400-522206	Computer Repair & Maint	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4400-523201	Postage	34,000.00	34,000.00	3,629.70	7,034.46	26,965.54
505-4400-523301	Advertising Expense	500.00	500.00	0.00	-555.00	1,055.00
505-4400-523400	Printing & Binding	10,000.00	10,000.00	969.68	1,940.80	8,059.20
505-4400-523500	Travel	500.00	500.00	0.00	0.00	500.00
505-4400-523600	Dues & Fees	4,500.00	4,500.00	0.00	0.00	4,500.00
505-4400-523700	Education & Training	7,000.00	7,000.00	425.00	850.00	6,150.00
505-4400-523800	Licenses	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4400-523900	Other	1,000.00	1,000.00	211.80	211.80	788.20

Income Statement

For Fiscal: 2024-2025 Period En

Section 2, Item F.

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
505-4400-531100	General Supplies & Mater	18,000.00	18,000.00	320.02	1,653.87	16,346.13
505-4400-531101	Office Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00
505-4400-531103	Lab Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4400-531105	Hand Tools	1,500.00	1,500.00	0.00	0.00	1,500.00
505-4400-531109	Chemicals	1,000.00	1,000.00	0.00	0.00	1,000.00
505-4400-531210	Water & Sewer Utility	20,000.00	20,000.00	0.00	1,172.53	18,827.47
505-4400-531510	Purchased Water	1,900,000.00	1,900,000.00	165,346.51	323,317.75	1,576,682.25
505-4400-531591	Water Meters	100,000.00	100,000.00	7,950.00	13,510.02	86,489.98
505-4400-531600	Small Equipment <\$20000	2,000.00	8,500.00	0.00	8,308.99	191.01
505-4400-531700	Other Supplies	500.00	500.00	0.00	0.00	500.00
505-4400-561000	Depreciation	252,817.00	252,817.00	0.00	0.00	252,817.00
505-4400-562000	Amortization	14,484.00	14,484.00	0.00	0.00	14,484.00
505-4400-574000	Bad Debt	0.00	0.00	0.00	37.17	-37.17
Department: 4400 - Water Total:		3,758,498.00	3,758,498.00	318,896.88	686,657.22	3,071,840.78
Fund: 505 - Water & Sewer Fund Surplus (Deficit):		0.00	0.00	240,999.08	760,037.95	
Fund: 540 - Solid Waste Fund						
Department: 0000 - Non-Departmental						
540-0000-311790	Sanitation Franchise Tax	92,000.00	92,000.00	8,750.19	17,549.76	74,450.24
540-0000-344110	Sanitation Sales / Collection	2,800,000.00	2,800,000.00	260,080.68	653,079.53	2,146,920.47
540-0000-361000	Interest Revenues	40,000.00	40,000.00	3,888.19	12,212.07	27,787.93
540-0000-389000	Bank Charges & Misc.	0.00	0.00	-35.94	-35.94	35.94
Department: 0000 - Non-Departmental Total:		2,932,000.00	2,932,000.00	272,683.12	682,805.42	2,249,194.58
Department: 4510 - Solid Waste Admin						
540-4510-522110	Disposal	1,892,000.00	1,892,000.00	175,428.45	350,116.47	1,541,883.53
540-4510-522111	Roll Off Dumpsters	600,000.00	600,000.00	47,228.32	96,449.46	503,550.54
540-4510-611050	Transfer Out - General	440,000.00	440,000.00	0.00	0.00	440,000.00
Department: 4510 - Solid Waste Admin Total:		2,932,000.00	2,932,000.00	222,656.77	446,565.93	2,485,434.07
Fund: 540 - Solid Waste Fund Surplus (Deficit):		0.00	0.00	50,026.35	236,239.49	
Total Surplus (Deficit):		0.00	-125,300.00	9,335,933.69	8,402,858.67	

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Fund					
0000 - Non-Departmental	16,503,910.00	16,503,910.00	9,897,338.62	10,611,163.92	5,892,746.08
1100 - Legislative	92,100.00	92,100.00	5,103.56	14,747.92	77,352.08
1300 - Executive	629,875.00	629,875.00	53,300.29	145,365.79	484,509.21
1510 - Financial Administration	1,236,805.00	1,236,805.00	151,135.71	389,993.25	846,811.75
1535 - It - Data Processing/Mis	689,936.00	689,936.00	52,747.87	165,786.14	524,149.86
1565 - General Gov Building & Pl	948,111.00	948,111.00	47,097.72	149,914.84	798,196.16
2000 - Judicial	729,346.00	729,346.00	53,328.28	134,622.27	594,723.73
3200 - Police	4,248,786.00	4,248,786.00	303,405.37	953,942.56	3,294,843.44
3500 - Fire	3,791,741.00	3,791,741.00	254,928.44	767,429.53	3,024,311.47
4100 - Public Works	726,084.00	726,084.00	51,792.25	175,231.84	550,852.16
4200 - Highways And Streets	1,366,275.00	1,366,275.00	48,561.73	108,149.93	1,258,125.07
4900 - Fleet Maintenance & Shop	978,500.00	978,500.00	51,422.70	363,324.66	615,175.34
6500 - Libraries	139,238.00	139,238.00	0.00	0.00	139,238.00
7400 - Planning & Zoning	439,890.00	439,890.00	30,616.02	95,595.91	344,294.09
7545 - Economic Development -	487,223.00	487,223.00	32,767.39	99,663.64	387,559.36
Fund: 100 - General Fund Surplus (Deficit):	0.00	0.00	8,761,131.29	7,047,395.64	-7,047,395.64
Fund: 210 - Confiscated Asset Fund					
0000 - Non-Departmental	110,000.00	110,000.00	1,286.30	7,546.17	102,453.83
3200 - Police	110,000.00	110,000.00	2,328.00	40,228.00	69,772.00
Fund: 210 - Confiscated Asset Fund Surplus (Deficit):	0.00	0.00	-1,041.70	-32,681.83	32,681.83
Fund: 275 - Hotel/Motel Fund					
0000 - Non-Departmental	85,000.00	85,000.00	741.46	1,654.69	83,345.31
7540 - Tourism	85,000.00	85,000.00	547.94	885.44	84,114.56
Fund: 275 - Hotel/Motel Fund Surplus (Deficit):	0.00	0.00	193.52	769.25	-769.25
Fund: 320 - Gw Splost 2017					
0000 - Non-Departmental	3,040,034.00	3,040,034.00	415.80	1,278.48	3,038,755.52
4200 - Highways And Streets	1,320,649.00	1,320,649.00	0.00	0.00	1,320,649.00
4400 - Water	380,604.00	380,604.00	0.00	0.00	380,604.00
6200 - Parks	1,338,781.00	1,338,781.00	752.50	-116,069.29	1,454,850.29
Fund: 320 - Gw Splost 2017 Surplus (Deficit):	0.00	0.00	-336.70	117,347.77	-117,347.77
Fund: 321 - Wc Splost 2019					
0000 - Non-Departmental	5,799,817.00	5,799,817.00	246,059.68	518,846.56	5,280,970.44
3200 - Police	2,354,725.70	2,324,168.13	6,492.00	51,743.13	2,272,425.00
3500 - Fire	0.00	83,557.57	2,797.00	75,126.22	8,431.35
4200 - Highways And Streets	3,218,898.44	3,218,898.44	0.00	0.00	3,218,898.44
6200 - Parks	226,192.86	226,192.86	0.00	0.00	226,192.86
Fund: 321 - Wc Splost 2019 Surplus (Deficit):	0.00	-53,000.00	236,770.68	391,977.21	-444,977.21
Fund: 323 - Walton county SPLOST 2025					
0000 - Non-Departmental	11,334,494.15	11,334,494.15	0.00	0.00	11,334,494.15
3200 - Police	311,698.59	311,698.59	0.00	0.00	311,698.59
3500 - Fire	311,698.59	311,698.59	0.00	0.00	311,698.59
4200 - Highways And Streets	5,015,513.69	5,015,513.69	0.00	0.00	5,015,513.69
4330 - Sewer Collections	2,720,278.61	2,720,278.61	0.00	0.00	2,720,278.61
4400 - Water	2,720,278.61	2,720,278.61	0.00	0.00	2,720,278.61
6200 - Parks	255,026.06	255,026.06	0.00	0.00	255,026.06
Fund: 323 - Walton county SPLOST 2025 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 324 - GW SPLOST 2023					
0000 - Non-Departmental	4,484,388.00	4,484,388.00	72,666.96	77,701.79	4,406,686.21
3200 - Police	300,000.00	300,000.00	0.00	0.00	300,000.00
3500 - Fire	300,000.00	300,000.00	0.00	0.00	300,000.00
4200 - Highways And Streets	2,559,746.00	2,559,746.00	0.00	0.00	2,559,746.00
4330 - Sewer Collections	287,321.00	287,321.00	0.00	0.00	287,321.00
4400 - Water	287,321.00	287,321.00	0.00	0.00	287,321.00

Income Statement

For Fiscal: 2024-2025 Period En

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
6200 - Parks	750,000.00	750,000.00	0.00	0.00	750,000.00
Fund: 324 - GW SPLOST 2023 Surplus (Deficit):	0.00	0.00	72,666.96	77,701.79	-77,701.79
Fund: 371 - ARPA					
0000 - Non-Departmental	3,845,039.77	3,845,039.77	7,534.25	24,640.62	3,820,399.15
4200 - Highways And Streets	0.00	909,602.93	30,163.00	34,271.85	875,331.08
4300 - Water Quality Control	373,880.20	245,928.80	11,950.00	168,137.61	77,791.19
4320 - Stormwater	389,145.12	413,845.12	10,516.28	21,268.23	392,576.89
4330 - Sewer Collections	1,582,014.45	644,372.52	25,944.55	52,505.44	591,867.08
4400 - Water	0.00	203,590.40	290.00	1,022.25	202,568.15
6500 - Libraries	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00
Fund: 371 - ARPA Surplus (Deficit):	0.00	-72,300.00	-71,329.58	-252,564.76	180,264.76
Fund: 375 - Capital Recovery-Impact Fees					
0000 - Non-Departmental	400,000.00	400,000.00	46,853.79	56,636.16	343,363.84
4400 - Water	400,000.00	400,000.00	0.00	0.00	400,000.00
Fund: 375 - Capital Recovery-Impact Fees Surplus (Deficit):	0.00	0.00	46,853.79	56,636.16	-56,636.16
Fund: 505 - Water & Sewer Fund					
0000 - Non-Departmental	9,939,000.00	9,939,000.00	820,996.88	2,249,144.70	7,689,855.30
4300 - Water Quality Control	4,709,519.00	4,709,519.00	184,895.38	595,015.09	4,114,503.91
4320 - Stormwater	682,355.00	682,355.00	37,654.04	96,582.35	585,772.65
4330 - Sewer Collections	788,628.00	788,628.00	38,551.50	110,852.09	677,775.91
4400 - Water	3,758,498.00	3,758,498.00	318,896.88	686,657.22	3,071,840.78
Fund: 505 - Water & Sewer Fund Surplus (Deficit):	0.00	0.00	240,999.08	760,037.95	-760,037.95
Fund: 540 - Solid Waste Fund					
0000 - Non-Departmental	2,932,000.00	2,932,000.00	272,683.12	682,805.42	2,249,194.58
4510 - Solid Waste Admin	2,932,000.00	2,932,000.00	222,656.77	446,565.93	2,485,434.07
Fund: 540 - Solid Waste Fund Surplus (Deficit):	0.00	0.00	50,026.35	236,239.49	-236,239.49
Total Surplus (Deficit):	0.00	-125,300.00	9,335,933.69	8,402,858.67	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100 - General Fund	0.00	0.00	8,761,131.29	7,047,395.64	-7,047,395.64
210 - Confiscated Asset Fund	0.00	0.00	-1,041.70	-32,681.83	32,681.83
275 - Hotel/Motel Fund	0.00	0.00	193.52	769.25	-769.25
320 - Gw Splost 2017	0.00	0.00	-336.70	117,347.77	-117,347.77
321 - Wc Splost 2019	0.00	-53,000.00	236,770.68	391,977.21	-444,977.21
323 - Walton county SPLOST ...	0.00	0.00	0.00	0.00	0.00
324 - GW SPLOST 2023	0.00	0.00	72,666.96	77,701.79	-77,701.79
371 - ARPA	0.00	-72,300.00	-71,329.58	-252,564.76	180,264.76
375 - Capital Recovery-Impac...	0.00	0.00	46,853.79	56,636.16	-56,636.16
505 - Water & Sewer Fund	0.00	0.00	240,999.08	760,037.95	-760,037.95
540 - Solid Waste Fund	0.00	0.00	50,026.35	236,239.49	-236,239.49
Total Surplus (Deficit):	0.00	-125,300.00	9,335,933.69	8,402,858.67	

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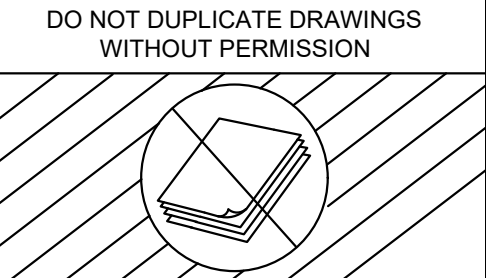
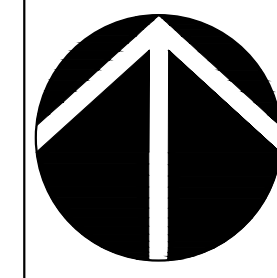
CAUTION

CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THE SERVICES OF A PRIVATE UTILITY LOCATOR FIRM DURING THE ENTIRE COURSE OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR SAID SERVICES. CONTRACTOR SHALL REPAIR ALL UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER/DEVELOPER.

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SITE DESIGN PROFESSIONAL ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF UTILITIES WITHIN THE LIMITS OF THE WORK. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR, FROM HIS/HER OPERATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL OF ALL UTILITY TRENCHES WITHIN SITE WORK LIMITS. THIS INCLUDES TRENCHES DUG AND BACKFILLED BY LOCAL UTILITIES, SUCH AS POWER, GAS, TELEPHONE, ETC. CONTRACTOR SHALL PROVIDE ADDITIONAL BACKFILL AND COMPACTION AS NECESSARY, IF SETTLEMENT OCCURS.

DO NOT DUPLICATE DRAWINGS WITHOUT PERMISSION



LEVEL II CERTIFIED DESIGN PROFESSIONAL
 GSIWCC 8000004090
 EXPIRATION: 05/30/2026

NOT RELEASED FOR CONSTRUCTION

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24 HOUR CONTACT
 TBD

CLIENT:
 TBD

OWNER INFORMATION:
 TBD

REVISIONS:

01/19/24	CONCEPT LAYOUT
02/20/24	CONCEPT LAYOUT
03/04/24	CONCEPT LAYOUT
04/24/24	CONCEPT LAYOUT
05/15/24	CONCEPT LAYOUT
05/22/24	CONCEPT LAYOUT
05/31/24	CONCEPT LAYOUT
06/10/24	CONCEPT LAYOUT
06/13/24	CONCEPT LAYOUT

TUCK FAMILY FARM
 TUCK ROAD AT HWY 20
 LOGANVILLE, GA

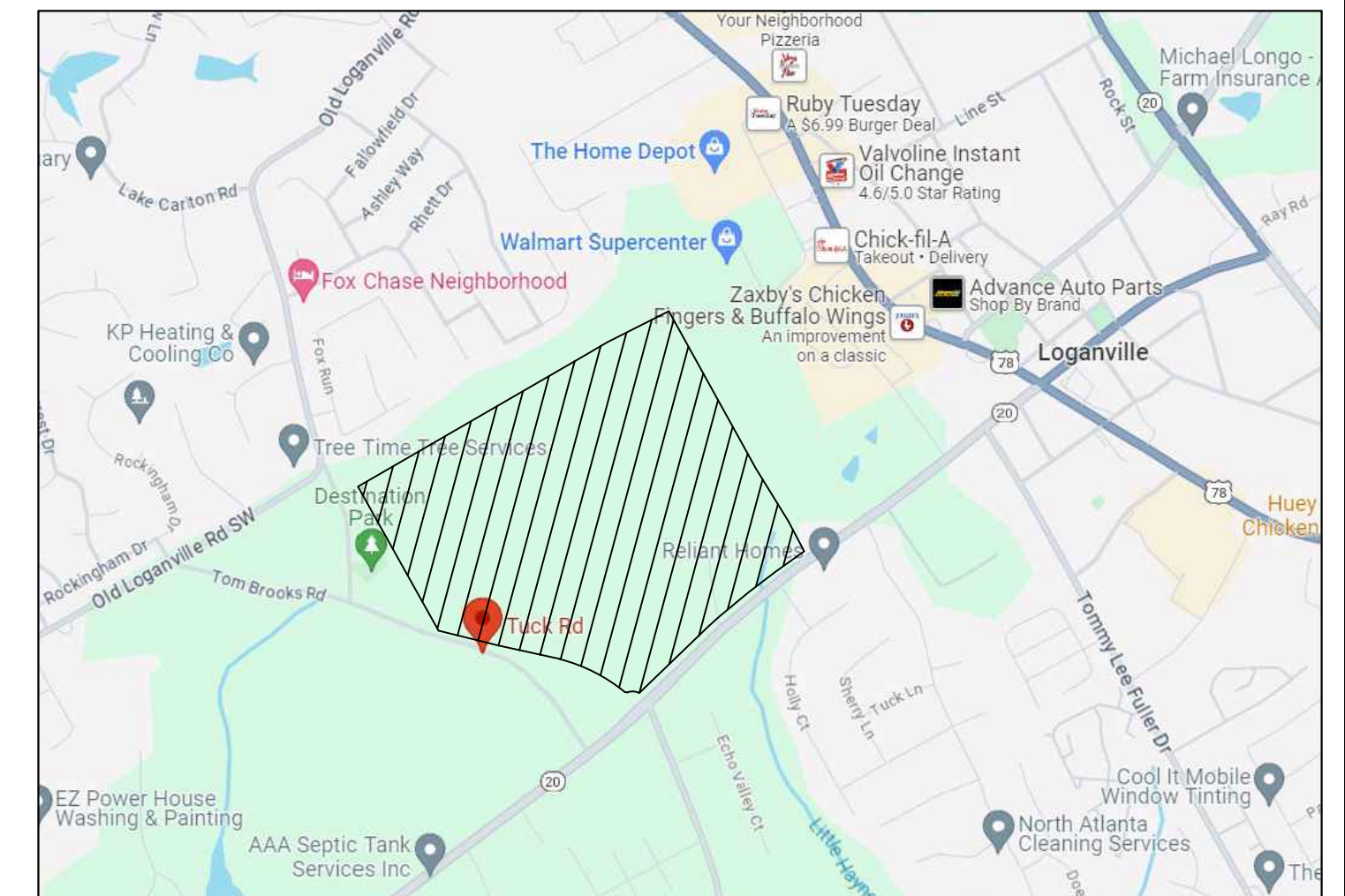
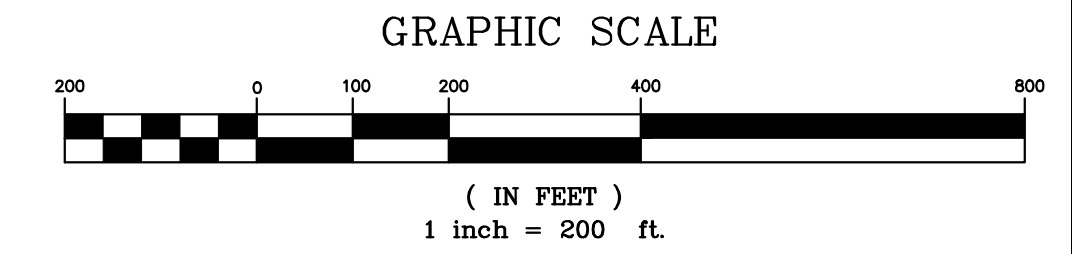
SHEET TITLE:
 SITE LAYOUT

SHEET NUMBER:
C.200

SINGLE-FAMILY DETACHED HOMES

73.37AC
 36.85%
 225 UNITS SHOWN
 ALL UNITS ARE
 REQUIRED TO BE 75'
 FRONTS AND MIN
 9000SF

TYPICAL LOT IS
 90'-100' X 120'



SITE LOCATION MAP

SITE DATA

EXISTING TRACT	201.376 AC
ACREAGE NOT ANNEXED	2.291 AC
PROPOSED PD TRACT	199.085 AC

ZONING

EXISTING ZONING	RA-200
PROPOSED ZONING	PUV
ZONING JURISDICTION	CITY OF LOGANVILLE

USE CALCULATIONS

RESIDENTIAL R/W	16.05AC	
DET POND + STRM BUF.	14.13AC	
SINGLE FAMILY RES	73.37AC	36.85%
SFR + RES R/W	89.42AC	44.92%
TOWNHOMES	27.01AC	13.57%
COMMERCIAL	39.81AC	20.00%
OPEN SPACE	42.845AC	21.52%
COMMERCIAL SF REQ'D	10KSF*385/100	38,500SF
COMMERCIAL PROV.		288,000SF
SINGLE-FAMILY MAX	73.37AC *	227 UNITS
SINGLE-FAMILY PROV.	3.1 UNITS/1AC	227 UNITS
TOWNHOME MAX	6 UNITS/AC	158 UNITS
TOWNHOME PROV.	6 UNITS/AC	158 UNITS

PROPERTY NOT BEING ANNEXED

COMMERCIAL 32.53C

COMMERCIAL 8.43AC

OPEN SPACE 42.845AC

DETENTION POND 2.38AC

OPEN SPACE

OPEN SPACE

OPEN SPACE

OPEN SPACE 3.27AC

TOWNHOMES 7.28AC 24 UNITS

TOWNHOMES 19.73AC 134 UNITS SHOWN

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 ROBERT@MOORECIVIL.COM

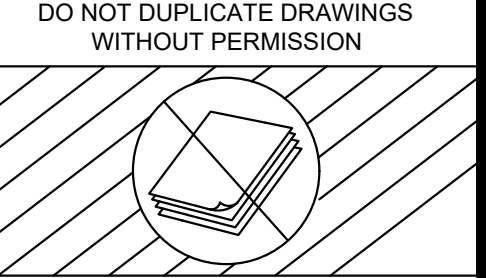
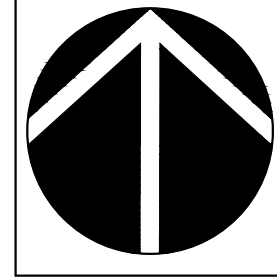
CAUTION

CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THE SERVICES OF A PRIVATE UTILITY LOCATOR FIRM DURING THE ENTIRE COURSE OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR SAID SERVICES. CONTRACTOR SHALL REPAIR ALL UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER/DEVELOPER.

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SITE DESIGN PROFESSIONAL ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF UTILITIES WITHIN THE LIMITS OF THE WORK. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR, FROM HIS/HER OPERATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL OF ALL UTILITY TRENCHES WITHIN SITE WORK LIMITS. THIS INCLUDES TRENCHES DUG AND BACKFILLED BY LOCAL UTILITIES, SUCH AS POWER, GAS, TELEPHONE, ETC. CONTRACTOR SHALL PROVIDE ADDITIONAL BACKFILL AND COMPACTION AS NECESSARY, IF SETTLEMENT OCCURS.

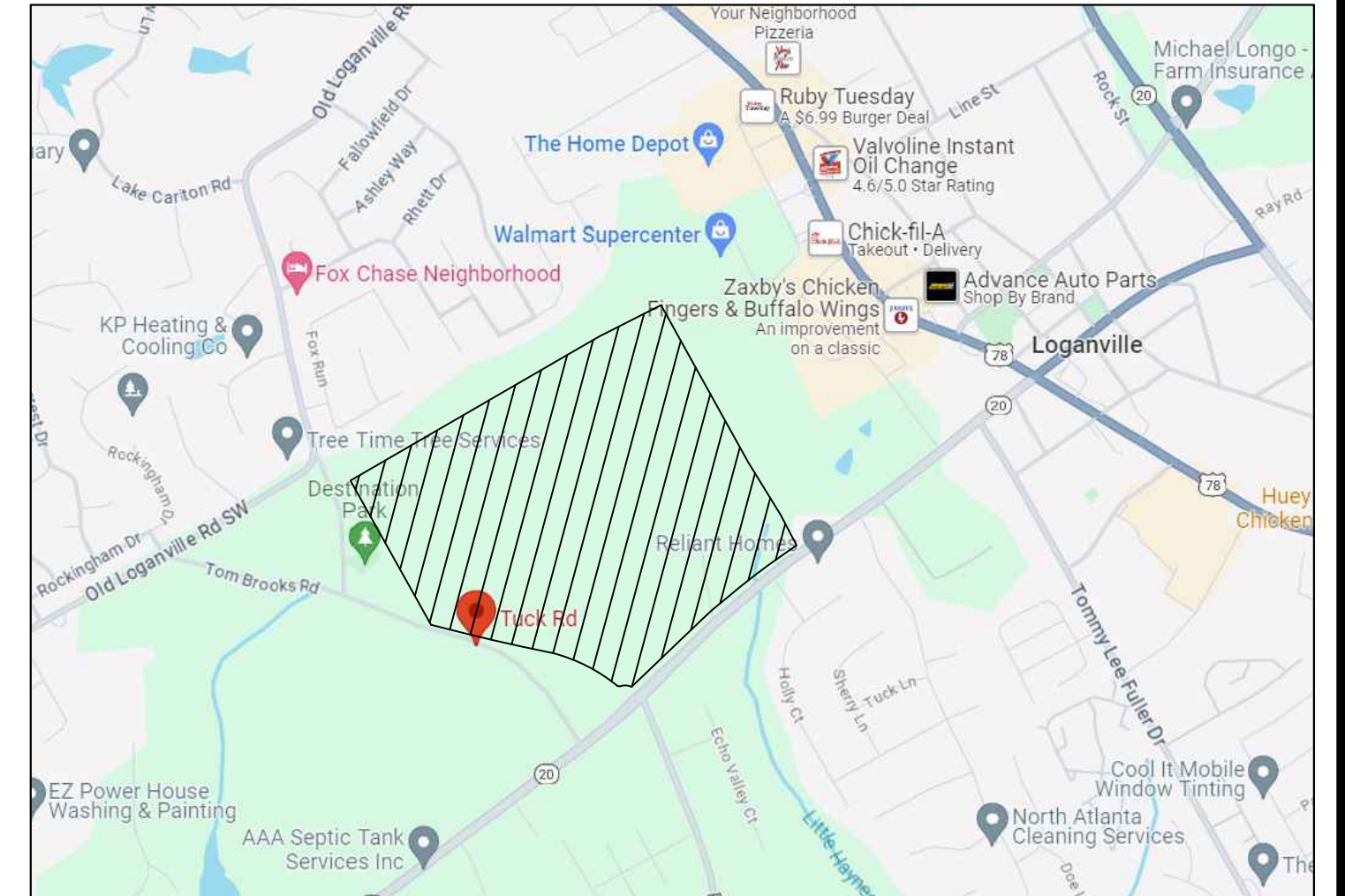
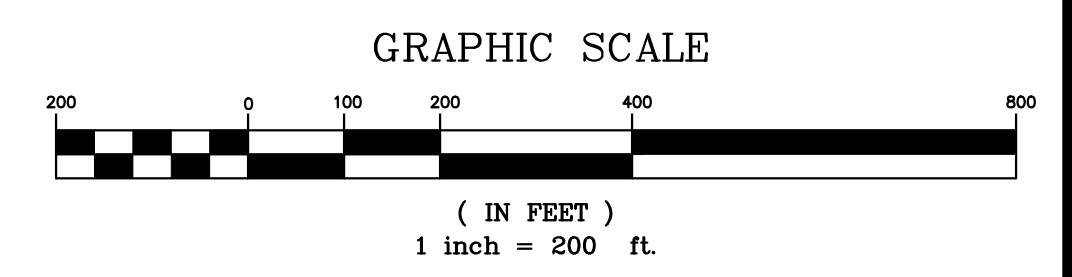
DO NOT DUPLICATE DRAWINGS WITHOUT PERMISSION



SINGLE-FAMILY DETACHED HOMES

72.66AC
 36.50%
 227 UNITS SHOWN
 AVERAGE LOT SIZE IS 10,096SF.

50' FRONT - 31 UNITS
 60' FRONT - 5 UNITS
 70' FRONT - 94 UNITS
 75' FRONT - 10 UNITS
 85' FRONT - 5 UNITS
 90' FRONT - 36 UNITS
 105' FRONT - 40 UNITS
 125' FRONT - 4 UNITS
 135' FRONT - 1 UNIT
 140' FRONT - 1 UNIT



SITE LOCATION MAP

SITE DATA

EXISTING TRACT	201.376 AC
ACREAGE NOT ANNEXED	2.291 AC
PROPOSED PD TRACT	199.085 AC

ZONING

EXISTING ZONING	RA-200
PROPOSED ZONING	PUV
ZONING JURISDICTION	CITY OF LOGANVILLE

USE CALCULATIONS

RESIDENTIAL R/W	14.39AC	
DET POND + STRM BUF.	12.82AC	
SINGLE FAMILY RES	55.56AC	27.91%
SFR + RES R/W	769.96AC	35.14%
TOWNHOMES	18.26AC	9.17%
COMMERCIAL	40.44AC	20.31%
OPEN SPACE	68.48AC	34.40%
COMMERCIAL SF REQ'D	10KSF*385/100	38,500SF
COMMERCIAL PROV.		288,000SF
SINGLE-FAMILY MAX	55.56AC *	172.23 UNITS
SINGLE-FAMILY PROV.	3.1 UNITS/1AC	227 UNITS
TOWNHOME MAX	6 UNITS/AC	118.6 UNITS
TOWNHOME PROV.	6 UNITS/AC	158 UNITS

LEVEL II CERTIFIED DESIGN PROFESSIONAL
 GSWCC #000064090
 EXPIRATION: 05/30/2026

NOT RELEASED FOR CONSTRUCTION

This document, together with the concepts and designs presented herein, as an instrument of services, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Moore Civil Consulting, Inc. shall be without liability to Moore Civil Consulting, Inc. Copyright Moore Civil Consulting, Inc. 2018

24 HOUR CONTACT
 TBD

CLIENT:
 TBD

OWNER INFORMATION:
 TBD

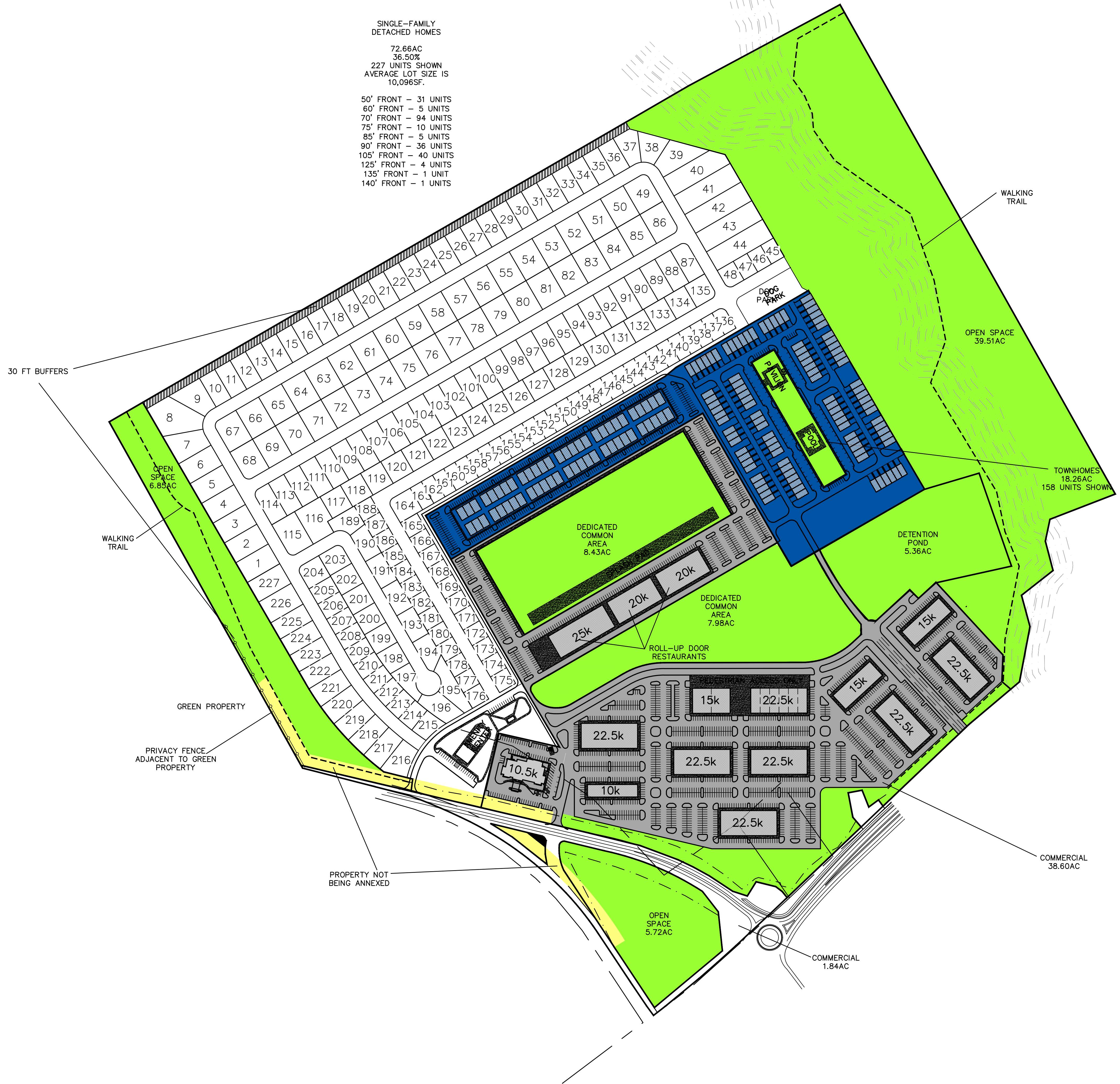
REVISIONS:

01/19/24	CONCEPT LAYOUT
02/20/24	CONCEPT LAYOUT
03/04/24	CONCEPT LAYOUT
04/24/24	CONCEPT LAYOUT
05/15/24	CONCEPT LAYOUT
05/22/24	CONCEPT LAYOUT
05/31/24	CONCEPT LAYOUT
06/10/24	CONCEPT LAYOUT
06/13/24	CONCEPT LAYOUT
08/07/24	CONCEPT LAYOUT
08/27/24	CONCEPT LAYOUT
08/29/24	CONCEPT LAYOUT
09/09/24	CONCEPT LAYOUT
09/23/24	CONCEPT LAYOUT
10/3/24	CONCEPT LAYOUT

TUCK FAMILY FARM
 TUCK ROAD AT HWY 20
 LOGANVILLE, GA

SHEET TITLE:
 SITE LAYOUT

SHEET NUMBER:
C.200





CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39
4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633

Date: 3/8/24

Application # A 24-012

REQUEST FOR ANNEXATION

A PETITION TO ANNEX PROPERTY INTO THE CITY OF LOGANVILLE, GEORGIA

Table with 2 columns: APPLICANT INFORMATION and PROPERTY OWNER INFORMATION*. Includes fields for Name, Address, City, State, and Phone for both applicant and owner.

Applicant is: [] Property Owner [x] Contract Purchaser [] Agent [] Attorney

CONTACT PERSON: Shane Lanham PHONE: 770 232 0000
EMAIL: slanham@mptlawfirm.com FAX: 678 518 6880

PROPERTY INFORMATION
MAP & PARCEL # Multiple PRESENT ZONING: A2 & unzoned
ADDRESS: Highway 20 at Tuck Road COUNTY: Walton & Gwinnett ACREAGE: 41.146
PROPOSED DEVELOPMENT: Mixed-use development

You must attach: [x] Application Fee [x] Legal Description [x] Plat of Property [x] Letter of Intent
[] Names/Addresses of Abutting Property Owners [] Shape file of property (GIS File)

Pre-Application Conference Date: February 2nd 2024
Accepted by Planning & Development: Sean Black DATE: 3/8/24 FEE PAID: \$300.00

CHECK # 45396 RECEIPT # 202166942 TAKEN BY: SB DATE OF LEGAL NOTICE: NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: [x] Approve [] Approve w/conditions [] Deny [] No Recommendation
Commission Chairman: [Signature] DATE: 6/27/24

CITY COUNCIL ACTION: [] Approved [] Approved w/conditions [] Denied [] Tabled to
[] Referred Back to Planning Commission [] Withdrawn

Mayor City Clerk Date

PROPERTY OWNER LIST - REZONING

Name	Address	Parcel No.	County
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010A00	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010ADP	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG0600100DP	Walton
Stephens, Chad Tuck & Stephens, Sandra Pendley	P.O. Box 1058 Loganville, GA 30052	LG060009	Walton
CSAT Enterprises LLC	P.O. Box 1058 Loganville, GA 30052	LG060011	Walton

Application # A

Applicant's Certification

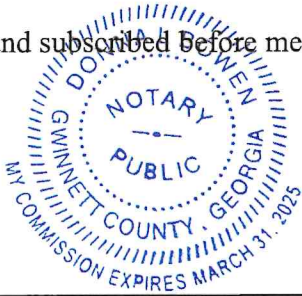
The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

[Signature] _____ Date 3/7/24

Shane Lanham, Attorney for Applicant
Print Name and Title

Sworn to and subscribed before me this 7th day of March, 2024.

(Seal) [Signature]
Signature of Notary Public



Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) _____ the owner of record of property contained in this application, and/or
- b) _____ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature _____ Date _____

Print Name and Title _____

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Application # A

Applicant's Certification

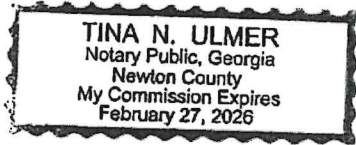
The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Charles P. Richards 03/07/2024
Applicant's Signature Date

CHARLES P. RICHARDS CFO
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)



Tina N. Ulmer
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

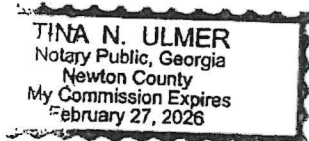
that all information contained in this application is complete and accurate to the best of their knowledge.

Sherry S. Grider _____
Owner's Signature Date

Sherry S. Grider, Managing Partner, Juck Family Farm LLP
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)



Tina N. Ulmer
Signature of Notary Public

Application # A

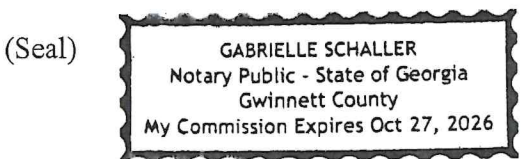
Owner's
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens 3-7-24
Applicant's Signature Date

Chad T. Stephens
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.



Gabrielle Schaller
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Application # A

owner's

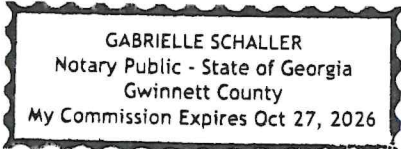
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens 3-7-24
Applicant's Signature Date

Chad T. Stephens Member
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)  Gabrielle Schaller
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

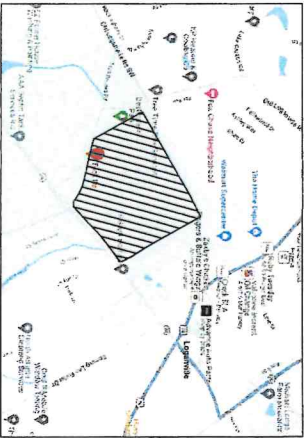
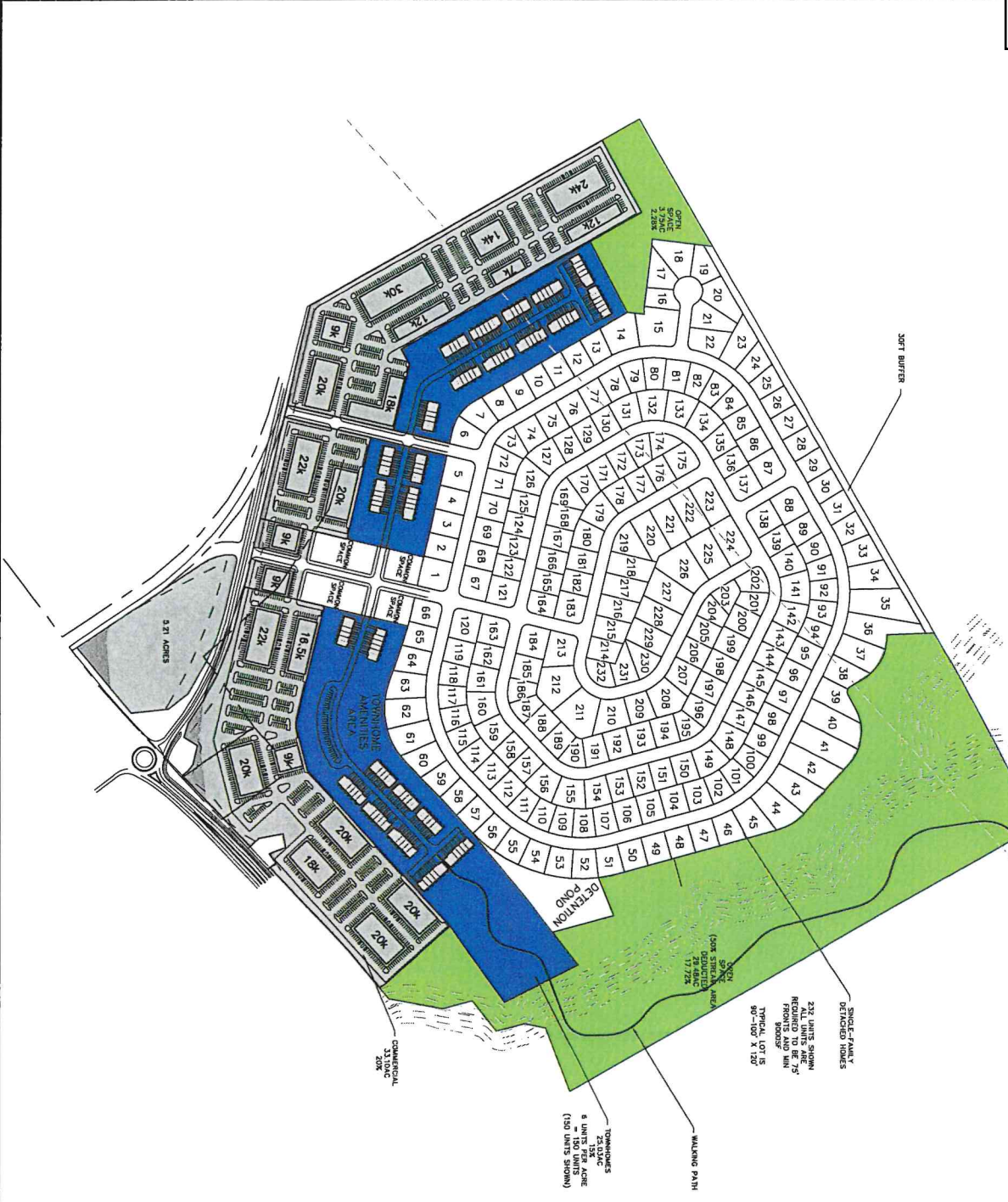
that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

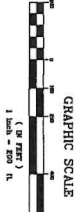


SITE LOCATION MAP

SITE DATA	
EXISTING TRACT	201.49 AC
OUTPARCEL	9.09 AC
PROPOSED PD TRACT	192.40 AC
ZONING	
EXISTING ZONING	RA-200
PROPOSED ZONING	PUV
ZONING JURISDICTION	
CITY OF LOGANVILLE	
USE CALCULATIONS	
RESIDENTIAL R/W	16.44AC
DETENTION POND	3.22AC
STREAM AREA (50%)	5.87AC
PD USABLE AREA	166.87AC
SINGLE FAMILY HOMES	75.09AC 45%
RES AMENITY AREA	20,000 S.F.
TOWNHOMES	25.03AC 15%
COMMERCIAL	33.10AC 20%
OPEN SPACE	33.65AC 20%
COMMERCIAL SF REQ'D	10KSF*232/100 = 23,200SF
COMMERCIAL PROV.	33,335,000SF
SINGLE-FAMILY MAX	75.09AC *
SINGLE-FAMILY PROV.	232 UNITS
TOWNHOME MAX	6 UNITS/AC
TOWNHOME PROV.	150 UNITS

CAUTION

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOGANVILLE. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOGANVILLE. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOGANVILLE. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOGANVILLE.



TUCK FAMILY FARM

TUCK ROAD AT HWY 20
LOGANVILLE, GA

SHEET NUMBER: **C-200**

MOORE CIVIL

CONSULT-DESIGN-ENGINEER

706.224.1629 ROBERT@MOORECIVIL.COM

ABUTTING PROPERTY OWNERS LIST

Name/Address	Parcel Number
GREEN CHRISTOPHER JAMES & GREEN MICHELLE YVONNE 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009B00
GREEN CHRISTOPHER J & GREEN MICHELLE Y 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009D00
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060008
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060007
1618 LAND HOLDINGS LLC 1550 NORTH BROWN RD SUITE 130 LAWRENCEVILLE, GA 30043	LG060005
WAL-MART REAL ESTATE BUSINESS TRUST %RE PROPERTY TAX DEPT PO BOX 8050 MS 0555 BENTONVILLE, AR 727160555	LG040001
WAL-MART REAL ESTATE BUSINESS PO BOX 8050 BENTONVILLE AR 72716-8055	R5160 001
EPIC ENDEAVORS REAL ESTATE LLC 4560 TRUMBLE TER SNELLVILLE GA 30039	R5160 258
MARTINEZ ANA MARINA 4411 FIDDLERS BND LOGANVILLE GA 30052	R5129 191
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 190
CANALES JOSE G 4391 FIDDLERS BND LOGANVILLE GA 30052	R5129 189
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 188

FYR SFR BORROWER LLC PO BOX 4090 SCOTTSDALE AZ 85261	R5129 187
BTR SCATTERED SITE OWNER LLC 5001 PLAZA ON THE LK STE 200 AUSTIN TX 78746	R5129 186
POLMAN SHARON 4351 FIDDLERS BND LOGANVILLE GA 30052	R5129 185
CAULDER REX A & LINDA S 4341 FIDDLERS BND LOGANVILLE GA 30052	R5129 184
CALDERON ISABELLA RINADA 4331 FIDDLERS BND LOGANVILLE GA 30052	R5129 183
BUSTAMANTE LUIS HERRERA MONCADA MARTHA J. AQUIRRE 4310 FOX CHASE DR LOGANVILLE GA 30052	R5129 175
FELDER KATHLEEN 4325 FOX CHASE DR LOGANVILLE GA 30052	R5129 174
TAMAYO HECTOR A PEREZ IRLENY TEJEDA 4315 FOX CHASE DR LOGANVILLE GA 30052	R5129 173
MORRIS THUYTIEN MORRIS BRUCE 293 FOX RUN LOGANVILLE GA 30052	R5129 297
BURKE DAVID W BURKE KAREN 177 FOX RUN LOGANVILLE GA 30052	R5129 331
ROBERTSON DARRYL B Jr ROBERTSON LACINDA MICHELLE 179 FOX RUN LOGANVILLE GA 30052	R5129 332
IJITIMEHIN CHERLYN M IJITIMEHIN OLARINDE 181 FOX RUN LOGANVILLE GA 30052	R5129 333
HUMANS ANGELA V 183 FOX RUN LOGANVILLE GA 30052	R5129 334

DEPIETRO CLAUDIO DEPIETRO SANDRA S 185 FOX RUN LOGANVILLE GA 30052	R5129 335
JONES KIM R WILSON TONISHA 187 FOX RUN LOGANVILLE GA 30052	R5129 336
VALDEZ JENNY ZAVALETA MARTHA ROJAS 189 FOX RUN LOGANVILLE GA 30052	R5129 337
COLGATE JAMES A ETAL 191 FOX RUN LOGANVILLE GA 30052	R5129 338
WASHINGTON JAPRITA MATICE WASHINGTON ALFONSO 195 FOX RUN LOGANVILLE GA 30052	R5129 339
HOPKINS JAN LISA 199 FOX RUN LOGANVILLE GA 30052	R5129 340
CITY OF LOGANVILLE 4385 PECAN ST LOGANVILLE GA 30052	R4216 024

***** Legal Description *****

All that certain tract or parcel of land, lying and being in Land Land 187 in the 4th District of Gwinnett County, Georgia, being partially in the City of Loganville containing 41.164 acres and being more fully described as follows:

Commencing at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;

Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 286.04' to a Point;
Thence N 34°20'52" W a distance of 118.18' to a Point;
Thence N 37°49'15" W a distance of 88.43' to a Point;
Thence N 40°30'54" W a distance of 53.72' to a Point;
Thence N 43°33'55" W a distance of 44.86' to a Point;
Thence N 45°34'10" W a distance of 50.92' to a Point;
Thence N 48°44'24" W a distance of 29.83' to a Point;
Thence N 49°17'45" W a distance of 30.39' to a Point;
Thence N 50°52'14" W a distance of 59.25' to a Point;
Thence N 53°13'13" W a distance of 88.83' to a Point;
Thence N 57°25'45" W a distance of 81.86' to a Point;
Thence N 60°57'34" W a distance of 106.61' to a Point;
Thence N 64°04'09" W a distance of 71.10' to a Point;
Thence N 65°54'41" W a distance of 67.48' to a Point;
Thence N 67°46'51" W a distance of 98.69' to a Point;
Thence N 71°07'45" W a distance of 46.85' to a Point;
Thence N 74°41'11" W a distance of 62.13' to a Point;
Thence N 75°57'11" W a distance of 211.32' to a Point;
Thence N 75°59'01" W a distance of 67.61' to a Point;
Thence N 75°12'02" W a distance of 51.85' to a Point;
Thence N 73°57'56" W a distance of 36.70' to an IPF;
Thence leaving said Right-of-Way N 29°24'16" W a distance of 645.20' to a Point, said point being the True Point of Beginning;

Thence N 29°24'16" W a distance of 936.07' to a Point;
Thence N 59°49'12" E a distance of 634.10' to an IPF;
Thence N 59°37'56" E a distance of 100.02' to an IPF;
Thence N 59°54'04" E a distance of 347.74' to an IPF;
Thence N 59°46'07" E a distance of 185.38' to an IPF;
Thence N 60°17'42" E a distance of 1406.99' to a Point;
Thence N 61°35'20" E a distance of 680.28' to an IPF;
Thence S 29°26'20" E a distance of 114.25' to a Point;
Thence S 46°37'26" W a distance of 3456.60" to the True Point of Beginning.

Matthew P. Benson
Catherine W. Davidson
Gerald Davidson, Jr.*
Brian T. Easley
Rebecca B. Gober
Christopher D. Holbrook
Shane M. Lanham
Jessica P. Kelly

Julia A. Maxwell
Jeffrey R. Mahaffey
Steven A. Pickens
Jack M. Ryan
Gabrielle H. Schaller
S. Tess Shaheen
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

**COMBINED LETTER OF INTENT FOR ANNEXATION, REZONING, AND
CONCURRENT VARIANCE APPLICATIONS OF
GREEN RIVER BUILDERS, INC.**

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and the attached annexation, rezoning, and concurrent variance applications (the “Applications”) on behalf of Green River Builders, Inc. (the “Applicant”), relative to a proposed mixed-use development on an approximately 201.376-acre tract of land (the “Property”) located at the intersection of Tuck Road at Conyers Road (State Route 20). The Property straddles the Gwinnett and Walton County line and includes portions that are within the municipal boundary of the City of Loganville as well as unincorporated portions. The Property is currently zoned A2, R-44, and CH and also includes a portion in Gwinnett County that appears to be unzoned according to Gwinnett County’s official zoning map.

The proposed development would include a mix of land uses including single-family detached homes, single-family attached townhomes, commercial/retail/office, and open space. Two central boulevards provide access to the Property off of Tuck Road. The eastern boulevard would proceed through the commercial component into an area designated for common area which could accommodate a plaza, town green, or other gathering space. The commercial component is focused along the exterior right-of-way of Tuck Road and Highway 20 with building facades pushed up towards the road with the majority of parking to the sides or rear of the commercial buildings. This design will enhance the aesthetics of those roadways and contribute to the neighborhood village concept encouraged by the PUV zoning classification. The proposed townhome component would provide a transition between the commercial and single-family detached components. The proposed single-family detached component is located internal to the

Property with convenient access to open space areas and the proposed commercial areas. An internal sidewalk network and trails would provide walkability for residents and visitors with a potential trail connection to adjacent commercial uses which front on Highway 78. The proposed open space is provided in two main areas. The larger open space area is located in the northeastern portion of the site along an existing creek. This area would remain mostly natural and would provide passive recreational opportunities for residents. A smaller, +/-3.75-acre open space area is provided in the western corner of the Property adjacent to the City's Destination Park.

The proposed mixed-use development is designed to activate the existing node at the intersection of Tuck Road and Highway 20 while providing an appropriate transition to single-family detached homes to the north. The proposed development would also enhance the walkability of the surrounding area by creating opportunities for people to live, work, and play within walking distance of downtown Loganville. The proposed development is compatible with existing land uses and zoning classifications of the surrounding area, is in line with the policy and intent of the Comprehensive Plan, and is an appropriate land use due to the Property's location on and in close proximity to major transportation corridors. The surrounding area is characterized by a mix of zoning classifications and land uses including commercial, office, industrial, and residential. In fact, the Property lies in between two developed nodes—Tuck Road at Highway 20 and Highway 20 at Highway 78. To the east, the Property is located adjacent to land zoned CH including the Walmart as well as a large undeveloped commercial tract. To the west across Tuck Road are existing heavy commercial and/or industrial uses including land in the City zoned LI (Light Industrial) and CH (Commercial Highway). The proposed mixed-use development continues the existing development pattern of commercial uses along major corridors and then provides an appropriate internal transition. Moving north away from Highway 20, the proposed land uses step down from commercial, to townhomes and then to detached homes. The proposed development would also include a 30-foot wide buffer adjacent to the Foxbury Commons and Fox Chase subdivisions.

In order to develop the Property as depicted on the site plan, the Applicant also requests the relief from the Loganville Zoning Ordinance building permit concurrency requirements. As described in the Applicant's Responses to the Variance Evaluation Criteria, the concurrency requirements, as set forth in the Zoning Ordinance, would create an unnecessary hardship on the Property owner and Applicant. The subject property is exceptionally large and has significant

topography. A creek runs along the easterly property boundary line, which also presents challenges for the development of the property and construction of buildings. Moreover, the proposed GDOT project to align Tuck Road with Sharon Church Road and construction of a roundabout provide significant challenges relative to the timing of construction. Forcing development of the commercial component of the mixed-use development to occur before planning and/or construction of such major road improvements would create an unnecessary hardship on the Applicant and the property owner. Moreover, as evidenced by commercially-zoned, but vacant properties in the area, commercial development relies on residential critical mass to be successful. Prematurely constructing commercial uses before a stable market is present would result in unnecessary risk and cost to the Applicant and property owner. Moreover, artificially restraining residential development would prolong the development timeline and unnecessarily expose the project to market risks. On the other hand, allowing the development to proceed according to timelines dictated by the free market would allow the natural development of the project while also increasing the attractiveness of the commercial component as residential units come online and establish a built-in customer base.

The proposed development is compatible with surrounding zoning classifications and land uses, is inline with the land use policy of the Comprehensive Plan, and would provide a vibrant, attractive mixed-use development along a major transportation corridor. The Applicant welcomes the opportunity to meet with staff of the City of Loganville Department of Planning and Development to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of the Application.

Respectfully submitted this 8th day of March, 2024.

MAHAFFEY PICKENS TUCKER, LLP

Shane Lanham

Shane M. Lanham
Attorneys for the Applicant

**AMENDMENT TO AN APPLICATION TO AMEND THE OFFICIAL
ZONING MAP OF THE CITY OF LOGANVILLE, GEORGIA**

APPLICANT: Green River Builders, Inc. c/o MAHAFFEY
PICKENS TUCKER, LLC

ZONING CASE NUMBER(S): A24-012, R24-013, V24-014

PRESENT ZONING DISTRICT(S): A2, R44, CH, and unzoned

REQUESTED ZONING DISTRICT(S): PUV

PROPERTY: Tuck Farm

SIZE: +/- 201.376 Acres

PROPOSED DEVELOPMENT: Mixed-use development

The Applicant, Green River Builders, Inc., hereby amends its application to amend the official zoning map of The City of Loganville, Georgia heretofore filed with the Planning Department of Loganville, Georgia by the addition of the attached Exhibit to the original application.

MAHAFFEY PICKENS TUCKER, LLP

Shane M. Lanham

Attorneys for Applicant

JUSTIFICATION FOR REZONING APPLICATIONS

The portions of the Zoning Ordinance of Loganville, Georgia (the “Ordinance”) which classify or may classify the property which is the subject of this application (the “Property”) into any less intensive zoning classification other than as requested by the Applicant, are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Ordinance as applied to the subject Property, which restricts its use to the present zoning classification, is unconstitutional, illegal, null and void, constituting a taking of the Applicant's and the Owner’s property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

The Property is presently suitable for development under the PUV zoning classification as requested by the Applicant, and is not economically suitable for development under the present AZ, R44, CH, and Unzoned zoning classification of City of Loganville, Walton County and Gwinnett County. A denial of the Application would constitute an arbitrary and capricious act by the Loganville City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Loganville City Council to rezone the Property to the PUV zoning classification as set forth in the application with such conditions as agreed to by the Applicant, so as to permit the only feasible economic use of the Property, would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property to the PUV zoning classification, subject to conditions which are different from the conditions by which the Applicant may amend its Application, to the extent such different conditions would have the effect of further restricting the Applicant's and the Owner’s utilization of the subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an

unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Accordingly, the Applicant respectfully requests that the rezoning Application submitted by it relative to the Property be granted and that the Property be rezoned to the zoning classifications as shown on the application.

This 3rd day of April 2024.

Respectfully submitted,

MAHAFFEY PICKENS TUCKER, LLP

Shane M. Lanham
Attorneys for Applicant



TYPICAL COMMERCIAL CHARACTER ELEVATION

TUCK FAMILY FARM

GREEN RIVER BUILDERS, LLC.





STAFF APPLICATION ANALYSIS REPORT

ZONING CASE #: A24-012

LANDOWNERS: Tuck Family Farm LLLP C/O Sherry S Grider

APPLICANT: Green River Builders Inc. C/O Pickens Tucker LLP

PROPERTY ADDRESS: Tuck Road, Conyers Road

MAP/PARCEL #: LG060010ADP, LG0600100DP, portion of 4580 Tuck Road (unzoned parcel in Gwinnett County between Foxbury Commons and LG0600100DP)

PARCEL DESCRIPTION: Vacant Property

AREA: 61.213 acres

EXISTING ZONING: A2, Unzoned

PROPOSED ZONING: PUV

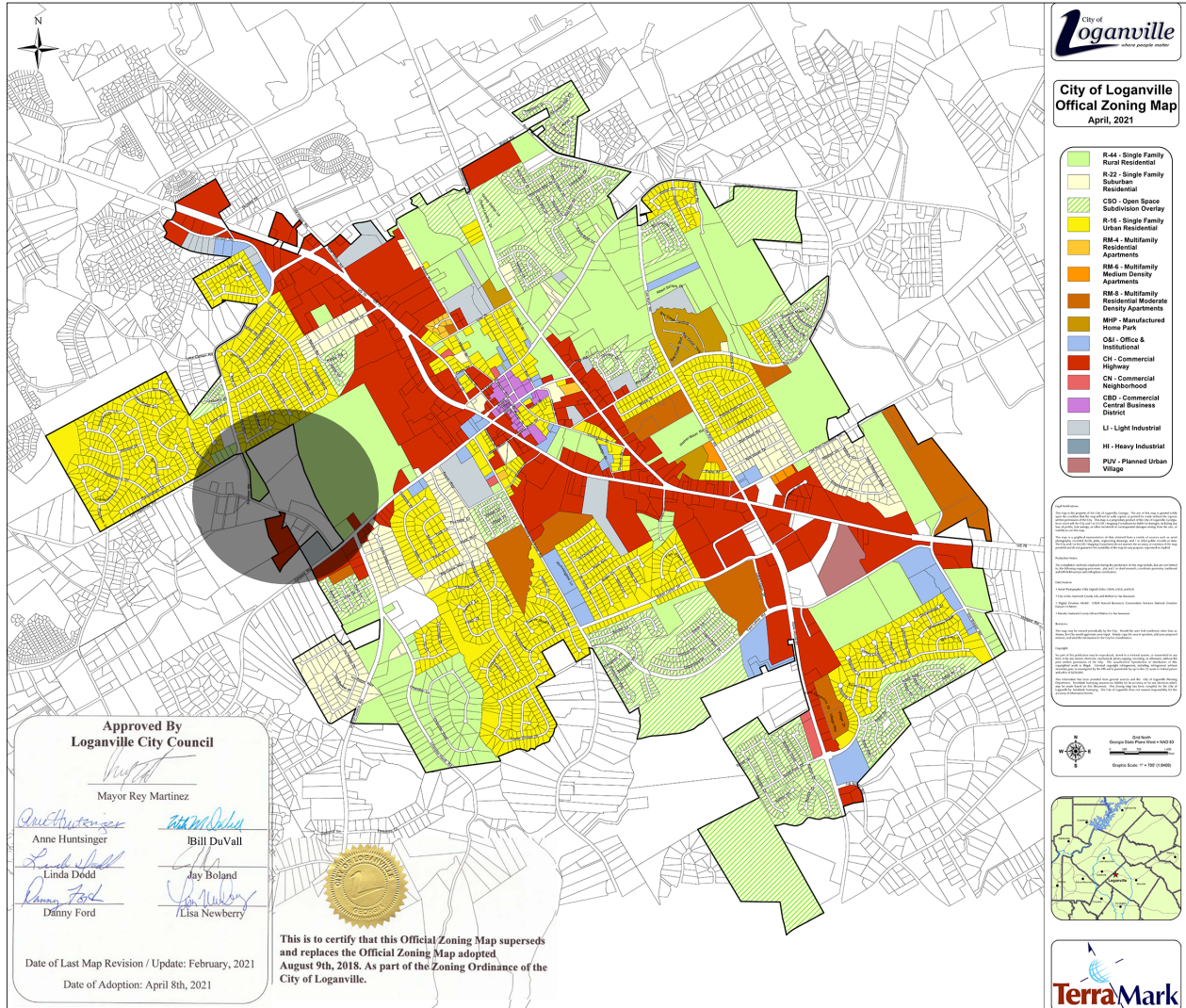
FUTURE LAND USE MAP: Neighborhood Residential (Walton) / Established Neighborhood (Gwinnett)

REASON FOR REQUEST: Annexation is part of a 200+-acre mixed use development

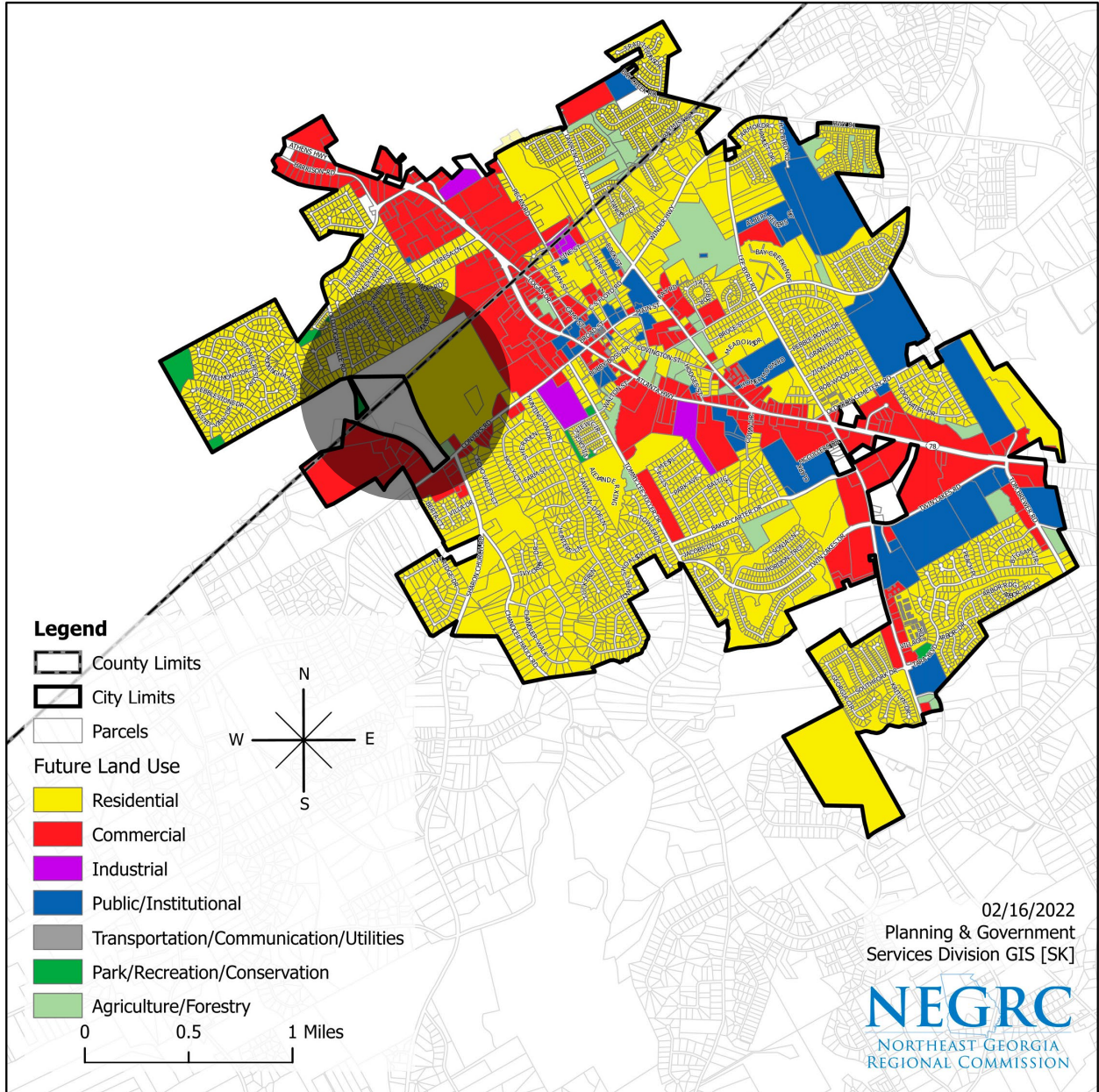
PLANNING COMMISSION HEARING: Was tabled April 25, 2024 until June 27, 2024

CITY COUNCIL HEARING: July 8, 2024 and July 11, 2024

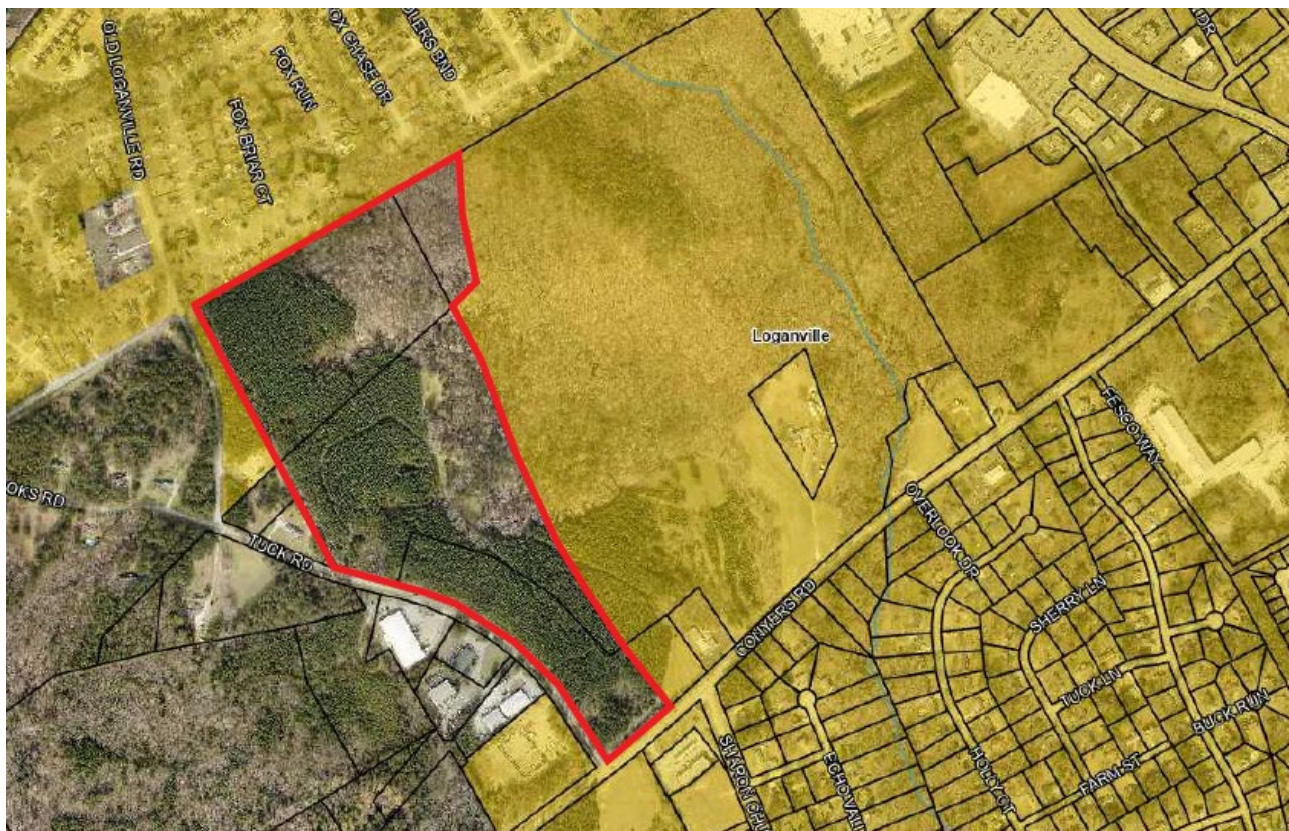
ZONING MAP



FUTURE LAND USE MAP



AREA ZONING





Applicant's Request

The applicant is applying to annex in 61.213 acres of land to become part of a larger project that will entail more than 200 acres of mixed use, including townhomes, single-family homes and commercial space.

Existing Conditions

The parcels are undeveloped and have been a part of the larger family farm. Both parcels are abutted by City limits by parcels LG060010 and LG060010A00.

Impact Analysis/Recommendation

What is the impact upon the overall appearance of the City and impacts upon aesthetic conditions of adjacent parcels? This annexation would bring inside city limits parcels that are almost completely encircled by land already part of the City of Loganville.

What is the impact upon thoroughfare congestion and traffic safety? Annexations by themselves do not have an inherent impact on congestion and traffic safety.

What is the impact upon population density and the potential for overcrowding and urban sprawl? Annexations by themselves do not have a direct impact on overcrowding and urban sprawl.

Is the proposed use consistent with the adopted Comprehensive Plan? The Future Land Use map of Walton and Gwinnett both show the areas as being residential.

What is the impact upon adjacent property owners if the request is approved? There would be no impact as an annexation does not change the character of the land itself.

What is the impact upon adjacent property owners if the request is not approved? The land would likely continue to remain undeveloped.

Recommended action: The parcels of land meet the requirements to be annexed into the City limits. Recommendation is for approval of these annexations.

Planning Commission Recommended Conditions

The Planning Commission vote was 3-3, with the Chairman casting the tiebreaking vote in favor of recommending approval of the annexation.

City Council Conditions



DATA APPENDIX

WATER

Is a water line adjacent to the property? If not, how far is the closest water line? No, water is not adjacent to the property. The closest water line is at the intersection of Tom Brooks Road and Tuck Road.

Size of the water line? 8 inches

Capacity of the water line? Unknown

Approximate water usage by proposed use? To be determined.

SEWER

Is a sewer line adjacent to the property? If not, how far is the closest sewer line? Yes, a sewer line is adjacent to the property.

Size of the sewer line? 8 inches that feeds into Highway 20 pump station

Capacity of the sewer line? Upgrade to the pump station will be required

Estimated waste generated by proposed development? To be determined.

DRAINAGE AND ENVIRONMENTAL CONCERNS

Does flood plain exist on the property? What percentage of the property is in a floodplain? Unknown.

What is the drainage basin for the property? Little Haynes Creek

Is there potential for the presence of wetlands as determined by the U.S. Environmental Protection Agency? If so, is the use compatible with the possible presence of wetlands? Unknown.

Do stream bank buffers exist on the parcel? Yes.

Are there other topographical concerns on the parcel? Unknown.

Are the storm water issues related to the application? No.



TRANSPORTATION

What is the road affected by the proposed change? What is the classification of the road?

Highway 20 (state route), Tuck Road (minor collector), Old Loganville Road (minor collector)

What is the traffic count for the road? No official traffic counts exist for the immediate area of this project. Nearby traffic counts include 8,000 cars per day on Old Loganville Road south of Chase Court and 10,800 on Highway 20 at Center Hill Church Road.

Estimated number of cars generated by the proposed development? Unknown.

Estimated number of trips generated by the proposed development? Unknown.

Do sidewalks exist in the area? There are some along Old Loganville Road but none along Tuck Road or Highway 20.

Transportation improvements in the area? If yes, what are they? GDOT plans to expand Highway 20 to four lanes, adding sidewalks along the state route, as well as realigning Tuck Road with Sharon Church Road for the installation of a roundabout.

EMERGENCY SERVICES

Nearest city fire station from the development? Station 18 @ 180 Old Loganville Road

Distance of the nearest station? 2 miles

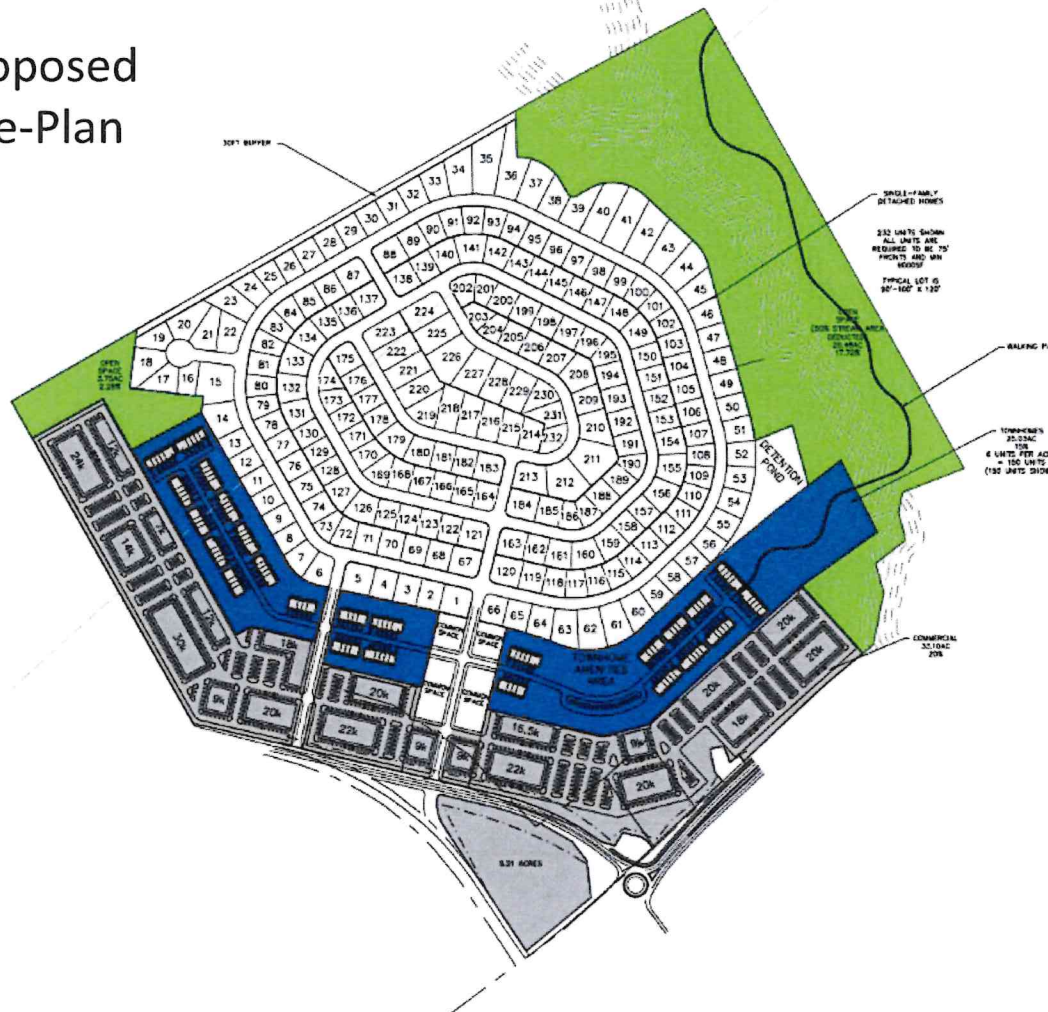
Most likely station for 1st response? Station 18

Service burdens at the nearest city fire station (under, at, or above capacity) No service burdens to the fire department.

The Landing @ Tuck Farm

Loganville, Ga

Proposed Site-Plan



CAUTION

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LOGANVILLE, GEORGIA, AND THE STATE OF GEORGIA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LOGANVILLE, GEORGIA, AND THE STATE OF GEORGIA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LOGANVILLE, GEORGIA, AND THE STATE OF GEORGIA.



SITE LOCATION MAP

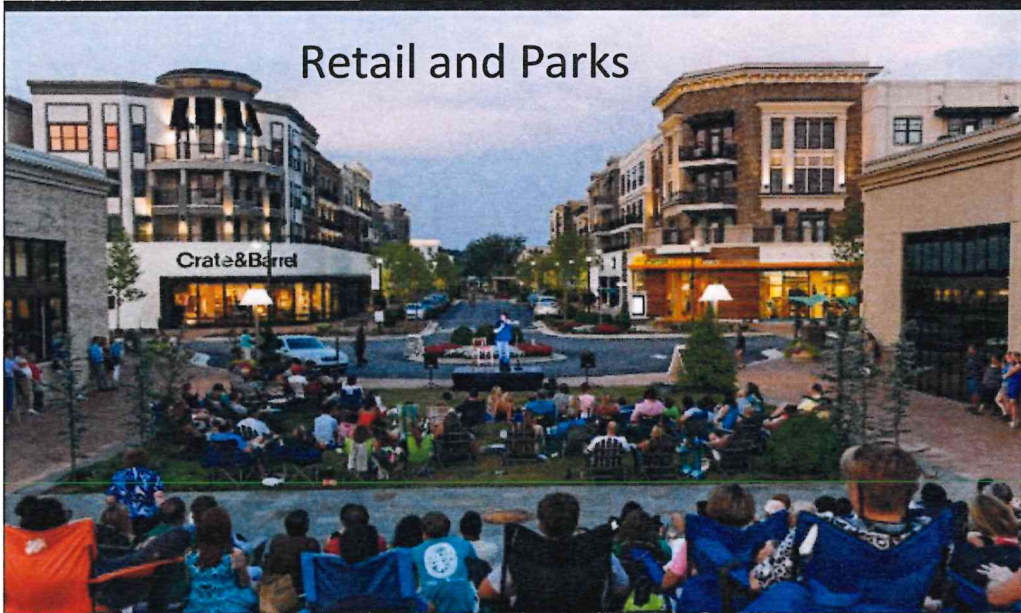
SITE DATA	
EXISTING TRACT	201.49 AC
OUTPARCEL	9.09 AC
PROPOSED PD TRACT	192.40 AC
ZONING	
EXISTING ZONING	RA-200
PROPOSED ZONING	PLUV
ZONING JURISDICTION	CITY OF LOGANVILLE
USE CALCULATIONS	
RESIDENTIAL R/W	16.44AC
DETENTION POND	3.22AC
STREAM AREA (50%)	5.87AC
PD USABLE AREA	166.87AC
SINGLE FAMILY HOMES	75.09AC 45%
RES AMENITY AREA	20,000 S.F.
TOWNHOMES	25.03AC 15%
COMMERCIAL	33.10AC 20%
OPEN SPACE	33.65AC 20%
COMMERCIAL SF REQ'D	10KSF*232/100 = 23,200SF
COMMERCIAL PROV.	333,500SF
SINGLE-FAMILY MAX	75.09AC * 232 UNITS
SINGLE-FAMILY PROV.	3.1 UNITS/AC 232 UNITS
TOWNHOME MAX	6 UNITS/AC 150 UNITS
TOWNHOME PROV.	6 UNITS/AC 150 UNITS

MOORE CIVIL
CONSULTING ENGINEER

24 HOUR CONTACT

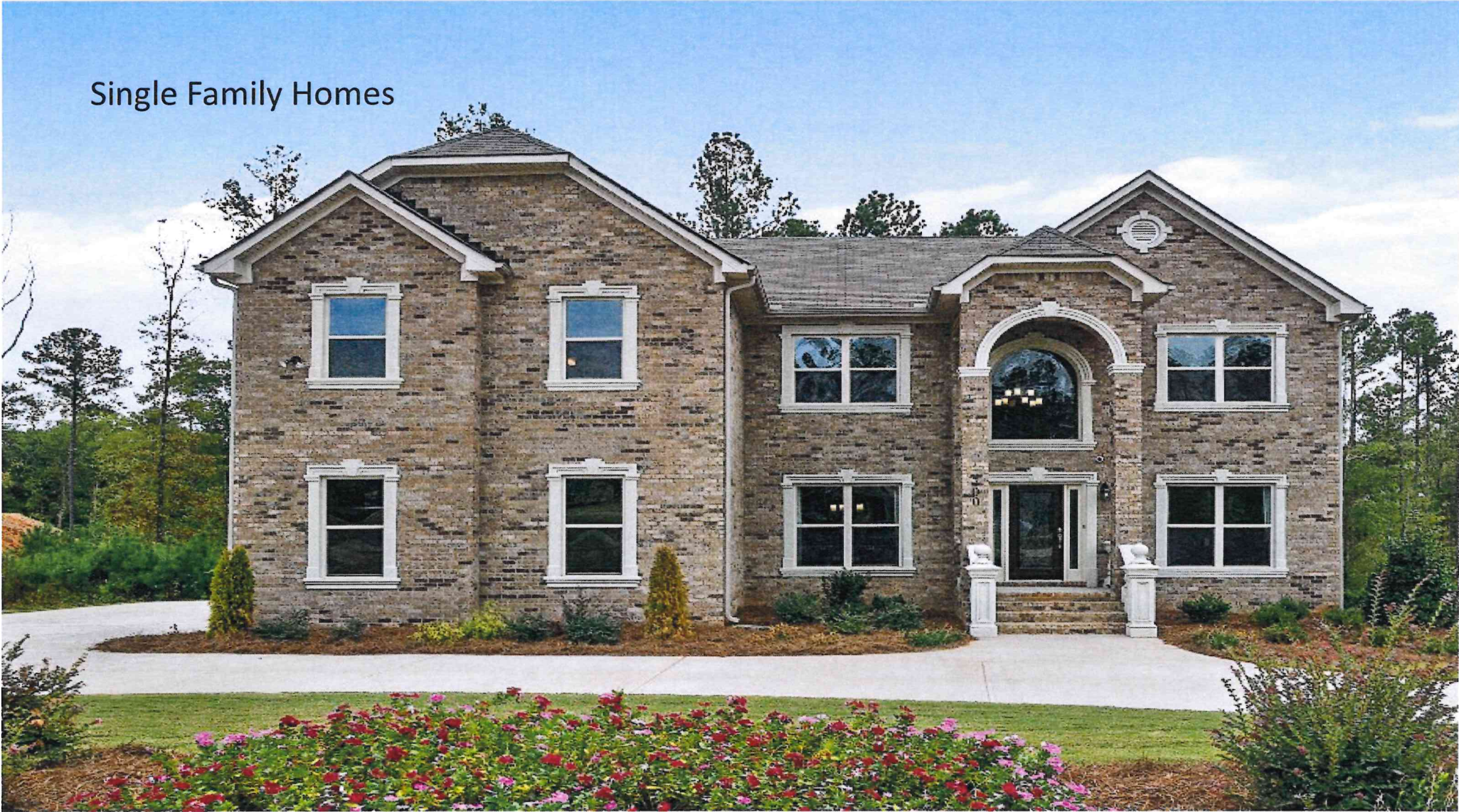
TUCK FAMILY FARM
TUCK ROAD AT HWY 20
LOGANVILLE, GA

DATE: 11/19/20
SHEET: 1/003
C.200





Single Family Homes



Single Family Street Scape



***** Legal Description *****

All that certain tract or parcel of land, lying and being in Land Land 187 in the 4th District of Gwinnett County, Georgia, also being in 417th G.M.D. of Walton County, Georgia containing 61.213 acres and being more fully described as follows:

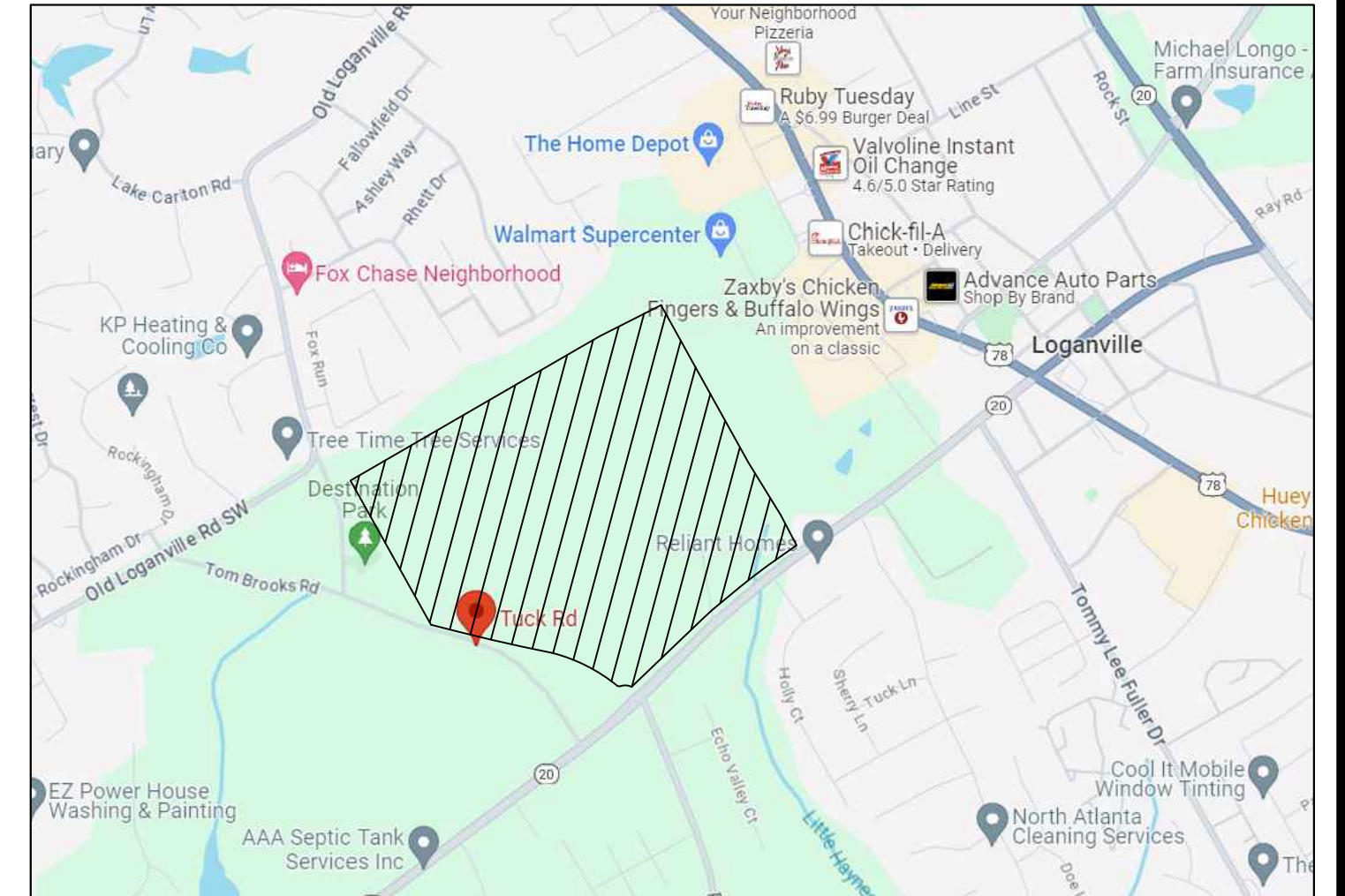
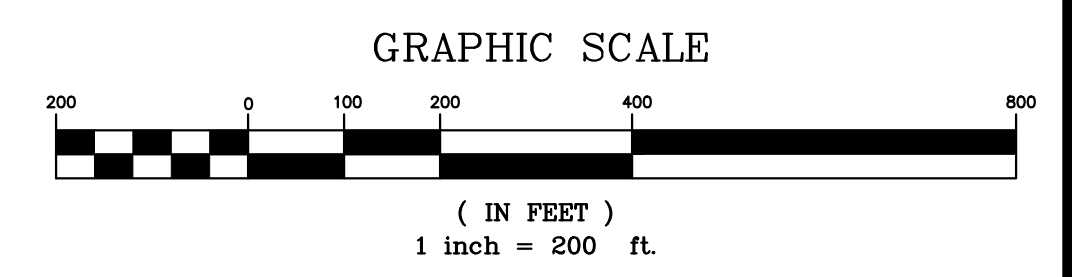
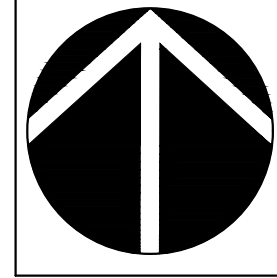
Beginning at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;
Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 286.04' to a Point;
Thence N 34°20'52" W a distance of 118.18' to a Point;
Thence N 37°49'15" W a distance of 88.43' to a Point;
Thence N 40°30'54" W a distance of 53.72' to a Point;
Thence N 43°33'55" W a distance of 44.86' to a Point;
Thence N 45°34'10" W a distance of 50.92' to a Point;
Thence N 48°44'24" W a distance of 29.83' to a Point;
Thence N 49°17'45" W a distance of 30.39' to a Point;
Thence N 50°52'14" W a distance of 59.25' to a Point;
Thence N 53°13'13" W a distance of 88.83' to a Point;
Thence N 57°25'45" W a distance of 81.86' to a Point;
Thence N 60°57'34" W a distance of 106.61' to a Point;
Thence N 64°04'09" W a distance of 71.10' to a Point;
Thence N 65°54'41" W a distance of 67.48' to a Point;
Thence N 67°46'51" W a distance of 98.69' to a Point;
Thence N 71°07'45" W a distance of 46.85' to a Point;
Thence N 74°41'11" W a distance of 62.13' to a Point;
Thence N 75°57'11" W a distance of 211.32' to a Point;
Thence N 75°59'01" W a distance of 67.61' to a Point;
Thence N 75°12'02" W a distance of 51.85' to a Point;
Thence N 73°57'56" W a distance of 36.70' to an IPF;
Thence leaving said Right-of-Way N 29°24'16" W a distance of 645.20' to a Point;
Thence N 29°24'16" W a distance of 936.07' to a Point;
Thence N 59°49'12" E a distance of 634.10' to an IPF;
Thence N 59°37'56" E a distance of 100.02' to an IPF;
Thence N 59°54'04" E a distance of 347.74' to an IPF;
Thence N 59°46'07" E a distance of 185.38' to an IPF;
Thence N 60°17'42" E a distance of 193.37' to a Point;
Thence with a curve turning to the left with an arc length of 3157.40', with a radius of 5280.00', with a chord bearing of S 22°25'21" E, with a chord length of 3110.56', to a point on the northern Right-of-Way of Georgia Highway #20;
Thence along said Right-of-Way S 48°28'15" W a distance of 93.50' to a Point;
Thence S 49°11'16" W a distance of 94.58' to a Point;
Thence S 50°29'06" W a distance of 73.73' to a Point;

Thence S 51°53'40" W a distance of 87.99' to the Point of Beginning.

MOORE CIVIL
 CONSULTING & DESIGN-ENGINEER
 706.224.1629
 ROBERT@MOORECIVIL.COM

CAUTION
 CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THE SERVICES OF A PRIVATE UTILITY LOCATOR FIRM DURING THE ENTIRE COURSE OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR SAID SERVICES. CONTRACTOR SHALL REPAIR ALL UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER/DEVELOPER.
 THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SITE DESIGN PROFESSIONAL ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF UTILITIES WITHIN THE LIMITS OF THE WORK. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR, FROM HIS/HER OPERATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL OF ALL UTILITY TRENCHES WITHIN SITE WORK LIMITS. THIS INCLUDES TRENCHES DUG AND BACKFILLED BY LOCAL UTILITIES, SUCH AS POWER, GAS, TELEPHONE, ETC. CONTRACTOR SHALL PROVIDE ADDITIONAL BACKFILL AND COMPACTION AS NECESSARY, IF SETTLEMENT OCCURS.

DO NOT DUPLICATE DRAWINGS WITHOUT PERMISSION



SITE LOCATION MAP

LEVEL II CERTIFIED DESIGN PROFESSIONAL
 GSWCC #000064090
 EXPIRATION: 05/30/2026

NOT RELEASED FOR CONSTRUCTION

This document, together with the concepts and designs presented herein, as an instrument of services, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Moore Civil Consulting, Inc. shall be without liability to Moore Civil Consulting, Inc. Copyright Moore Civil Consulting, Inc. 2018

24 HOUR CONTACT
 TBD

CLIENT:
 TBD

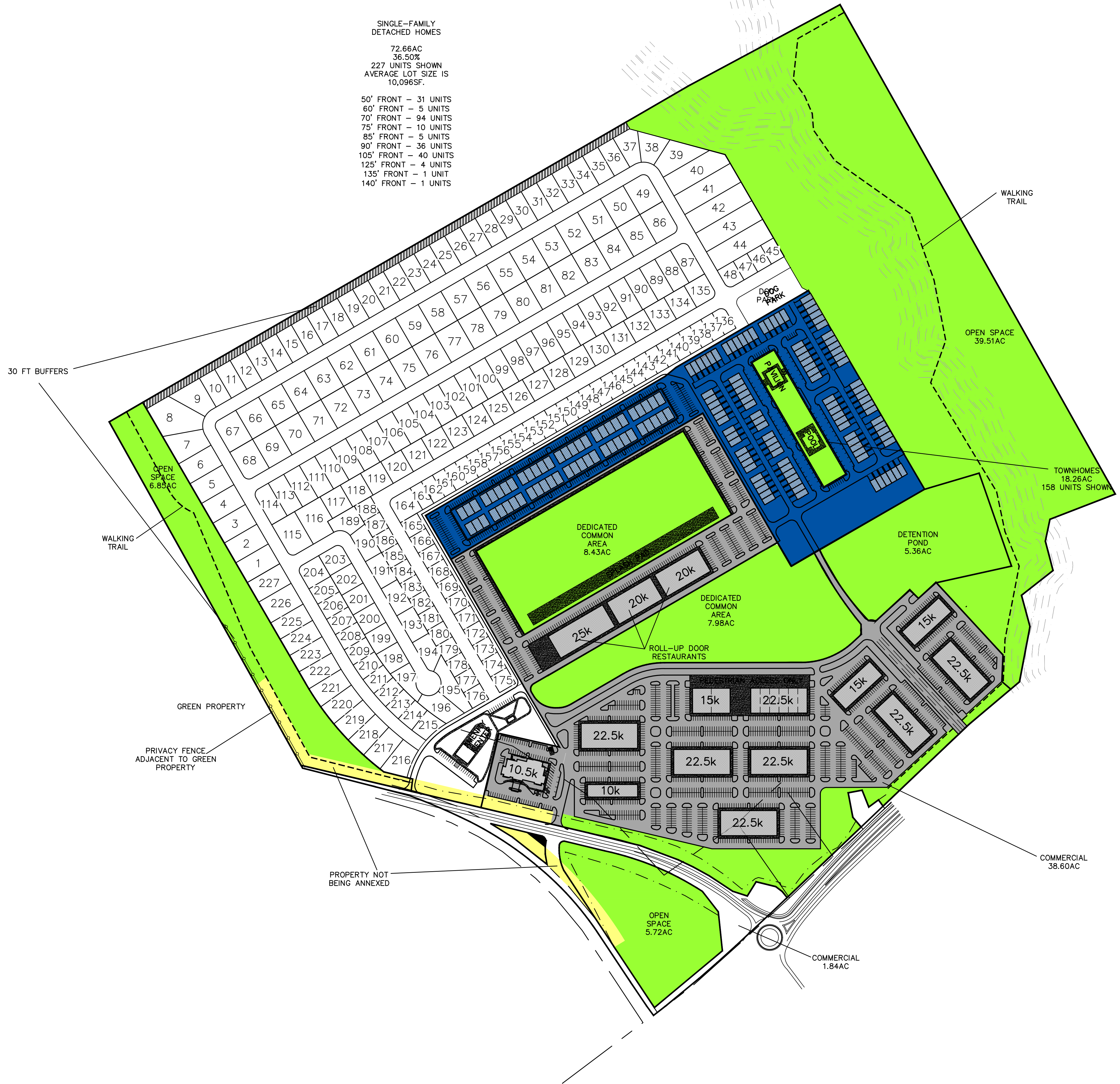
OWNER INFORMATION:
 TBD

REVISIONS:

01/19/24	CONCEPT LAYOUT
02/20/24	CONCEPT LAYOUT
03/04/24	CONCEPT LAYOUT
04/24/24	CONCEPT LAYOUT
05/15/24	CONCEPT LAYOUT
05/22/24	CONCEPT LAYOUT
05/31/24	CONCEPT LAYOUT
06/10/24	CONCEPT LAYOUT
06/13/24	CONCEPT LAYOUT
08/07/24	CONCEPT LAYOUT
08/27/24	CONCEPT LAYOUT
08/29/24	CONCEPT LAYOUT
09/09/24	CONCEPT LAYOUT
09/23/24	CONCEPT LAYOUT
10/3/24	CONCEPT LAYOUT

SINGLE-FAMILY DETACHED HOMES
 72.66AC
 36.50%
 227 UNITS SHOWN
 AVERAGE LOT SIZE IS 10,096SF.

50' FRONT - 31 UNITS
 60' FRONT - 5 UNITS
 70' FRONT - 94 UNITS
 75' FRONT - 10 UNITS
 85' FRONT - 5 UNITS
 90' FRONT - 36 UNITS
 105' FRONT - 40 UNITS
 125' FRONT - 4 UNITS
 135' FRONT - 1 UNIT
 140' FRONT - 1 UNIT



SITE DATA

EXISTING TRACT	201.376 AC
ACREAGE NOT ANNEXED	2.291 AC
PROPOSED PD TRACT	199.085 AC

ZONING

EXISTING ZONING	RA-200
PROPOSED ZONING	PUV
ZONING JURISDICTION	CITY OF LOGANVILLE

USE CALCULATIONS

RESIDENTIAL R/W	14.39AC	
DET POND + STRM BUF.	12.82AC	
SINGLE FAMILY RES	55.56AC	27.91%
SFR + RES R/W	769.96AC	35.14%
TOWNHOMES	18.26AC	9.17%
COMMERCIAL	40.44AC	20.31%
OPEN SPACE	68.48AC	34.40%
COMMERCIAL SF REQ'D	10KSF*385/100	38,500SF
COMMERCIAL PROV.		288,000SF
SINGLE-FAMILY MAX	55.56AC *	172.23 UNITS
SINGLE-FAMILY PROV.	3.1 UNITS/1AC	227 UNITS
TOWNHOME MAX	6 UNITS/AC	118.6 UNITS
TOWNHOME PROV.	6 UNITS/AC	158 UNITS

TUCK FAMILY FARM
 TUCK ROAD AT HWY 20
 LOGANVILLE, GA

SHEET TITLE:
 SITE LAYOUT

SHEET NUMBER:
C.200



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: 3-8-24

Application # R 24-013

REQUEST FOR ZONING MAP AMENDMENT
A PETITION TO AMMEND THE OFFICIAL ZONING MAP OF THE CITY OF LOGANVILLE, GEORGIA

Table with 2 columns: APPLICANT INFORMATION and PROPERTY OWNER INFORMATION*. Contains fields for Name, Address, City, State, Zip, and Phone for both applicant and property owner.

Applicant is: [] Property Owner [x] Contract Purchaser [] Agent [] Attorney

CONTACT PERSON: Shane Lanham PHONE: 770 232 0000
EMAIL: slanham@mptlawfirm.com FAX: 678 518 6880

PROPERTY INFORMATION
MAP & PARCEL # Multiple PRESENT ZONING: A2, R44, CH, and unzoned REQUESTED ZONING: PUV
ADDRESS: Highway 20 at Tuck Road COUNTY: Walton & Gwinnett ACREAGE: 201.376
PROPOSED DEVELOPMENT: Mixed-use development

You must attach: [x] Application Fee [x] Legal Description [x] Plat of Property [x] Campaign Contribution Disclosure
[x] Letter of Intent [x] Site Plan [x] Names/Addresses of Abutting Property Owners [x] Impact Analysis

Pre-Application Conference Date: February 2nd 2024
Accepted by Planning & Development: Sarah Black DATE: 3/8/24 FEE PAID: \$500.00

CHECK # 45397 RECEIPT # 202406943 TAKEN BY SB DATE OF LEGAL NOTICE : NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: [] Approve [x] Approve w/conditions [] Deny [] No Recommendation
Commission Chairman: [Signature] DATE: 6/27/24

CITY COUNCIL ACTION: [] Approved [] Approved w/conditions [] Denied [] Tabled to
[] Referred Back to Planning Commission [] Withdrawn

Mayor City Clerk Date

Planning Commission Recommended Conditions

The Planning Commission vote was 3-3, with the Chairman casting the tiebreaking vote in favor of recommending approval of the rezone with the following conditions:

- The mailbox kiosk be placed in a central location that is not exclusively inside area of the townhomes or single-family residences but rather in between
- The project features an enclosed meeting space in a centralized location to both the single-family residences and townhomes
- The project includes a paved walking trail in the open space adjacent to Tuck Road connecting to Destination Park
- As allowed, develop a nature trail along the townhomes to the Walmart property
- Have it expressly state in the covenants that commercial and residential owners help maintain the trails at a minimum of once a year
- 8-foot privacy fence between the buffer and the property of Chris Green at 4565 Tuck Road
- Minimum of two community swimming pools as allowed

Application # **R** _____

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

3/7/24

Applicant's Signature

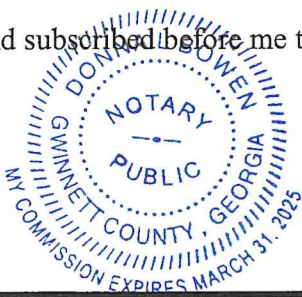
Date

Shane Latham, attorney for Applicant

Print Name and Title

Sworn to and subscribed before me this 7th day of March, 2024.

(Seal)



Donna L. Bowen

Signature of Notary Public

Property Owner's Certification

(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) _____ the owner of record of property contained in this application, and/or
- b) _____ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature

Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal)

Signature of Notary Public

Application # R

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Charles P. Richards 03/07/2024
Applicant's Signature Date

CHARLES P. RICHARDS CFO
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)  *Tina Ulmer*
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Sherry S. Grider 3-7-24
Owner's Signature Date

Sherry S. Grider, Managing Partner, Luck Family Farm LLLP
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)  *Tina Ulmer*
Signature of Notary Public

Application # **R** _____

Owner's

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens

3-7-24

Applicant's Signature

Date

Chad T. Stephens

Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)



Gabrielle Schaller

Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) _____ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature

Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal)

Signature of Notary Public

Owner's

Application # **R** _____

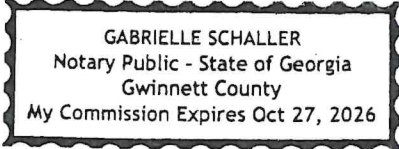
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens 3-7-24
Applicant's Signature Date

Chad T. Stephens Member
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal) 

Gabrielle Schaller
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Application # **R** _____

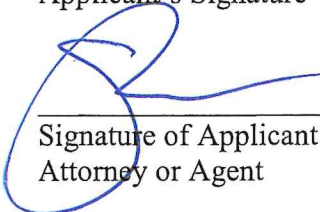
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

The undersigned, making application for rezoning with the City of Loganville, Georgia, have complied with the Official Code of Georgia, Section 36-67A-1, et. seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information as requested below.

Applicant's Signature

Date

Print Name



3/7/24

Shane Lanham

Signature of Applicant's Attorney or Agent

Date

Print Name

Has the Applicant, attorney for applicant, or other agent, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor, Member of the City Council or member of the Planning Commission of the City of Loganville, Georgia?

_____ YES

_____/_____/_____ NO

If YES, complete the following:

NAME OF INDIVIDUAL MAKING CONTRIBUTION N/A

NAME & OFFICIAL POSITION OF GOVERNMENT OFFICIAL

CONTRIBUTIONS (List all aggregating to \$250 or more)

DATE OF CONTRIBUTION

N/A

Attach additional sheets as necessary to disclose and describe all contributions.

Application # **R** _____

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

The undersigned, making application for rezoning with the City of Loganville, Georgia, have complied with the Official Code of Georgia, Section 36-67A-1, et. seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information as requested below.

Charles P. Richards 03/07/2024
Applicant's Signature Date

CHARLES P. RICHARDS
Print Name

Signature of Applicant's Attorney or Agent Date

Print Name

Has the Applicant, attorney for applicant, or other agent, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor, Member of the City Council or member of the Planning Commission of the City of Loganville, Georgia?

_____ **YES** **NO**

If YES, complete the following:

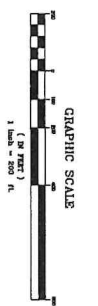
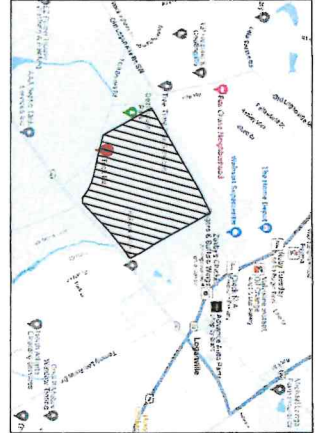
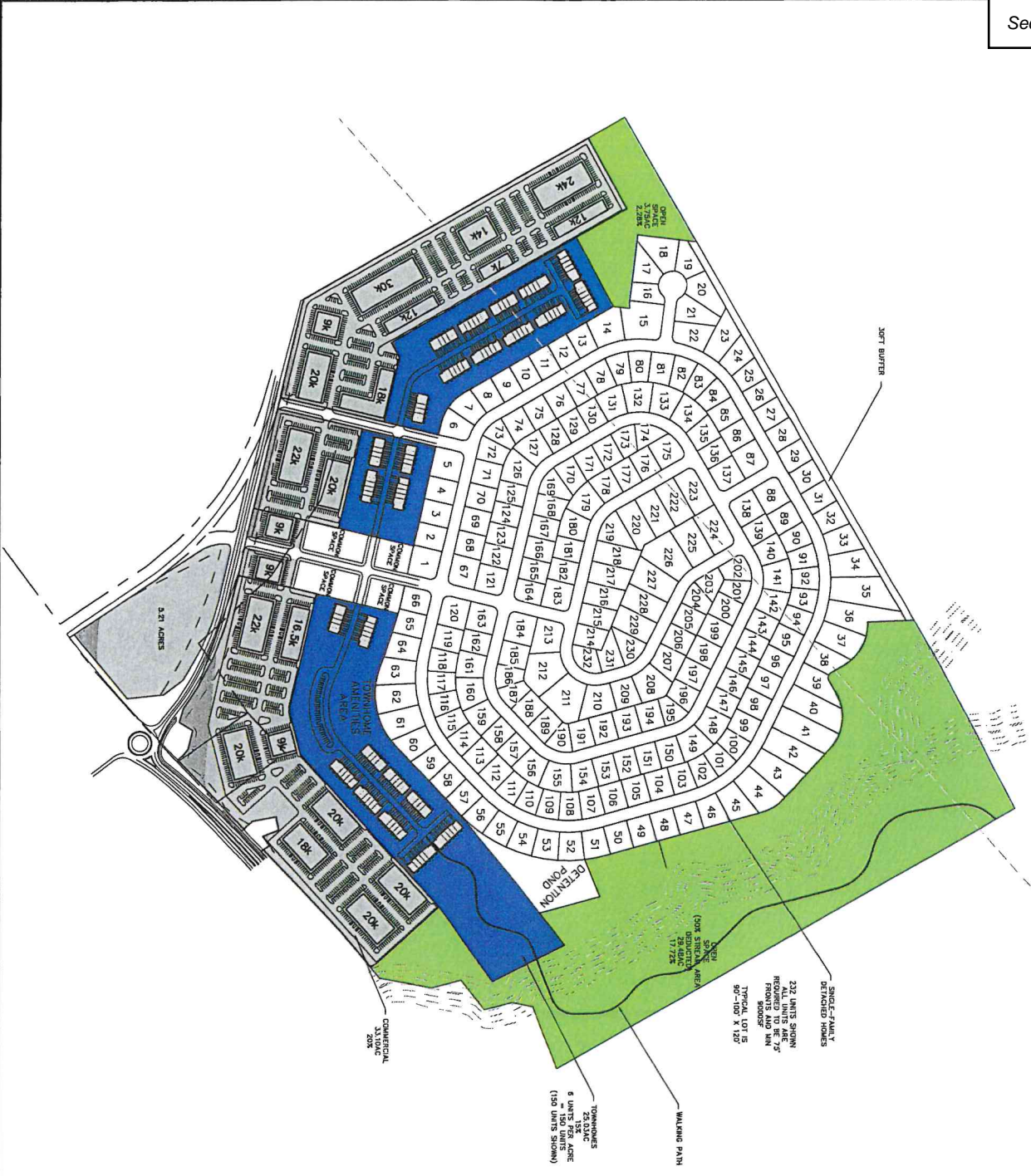
NAME OF INDIVIDUAL MAKING CONTRIBUTION _____

NAME & OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all aggregating to \$250 or more)	DATE OF CONTRIBUTION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach additional sheets as necessary to disclose and describe all contributions.

PROPERTY OWNER LIST - REZONING

Name	Address	Parcel No.	County
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010A00	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010ADP	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG0600100DP	Walton
Stephens, Chad Tuck & Stephens, Sandra Pendley	P.O. Box 1058 Loganville, GA 30052	LG060009	Walton
CSAT Enterprises LLC	P.O. Box 1058 Loganville, GA 30052	LG060011	Walton



CAUTION

CONSTRUCTION SHALL BE PERFORMED FOR RECORDING THE SERVICES OF A PRIVATE UTILITY COMPANY FROM DURING THE PAY FOR SAID SERVICES. CONSTRUCTION SHALL BEWELL ADDITIONAL COST TO THE OVERSEER/OWNER.

THE UTILITIES SHOWN ARE FROM THE CONSTRUCTION COMPANY'S RECORD DRAWINGS. THE SITE OWNER REPRESENTS THAT IT SHALL BE THE CONSTRUCTION COMPANY'S RESPONSIBILITY TO VERIFY THE LOCATION OF UTILITIES BY THE CONSTRUCTION COMPANY'S FIELD SURVEY. THE CONSTRUCTION COMPANY SHALL BE THE RESPONSIBLE PARTY FOR VERIFYING THE LOCATION OF UTILITIES BY THE CONSTRUCTION COMPANY'S FIELD SURVEY. THE CONSTRUCTION COMPANY SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES BY THE CONSTRUCTION COMPANY'S FIELD SURVEY. THE CONSTRUCTION COMPANY SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES BY THE CONSTRUCTION COMPANY'S FIELD SURVEY.

SITE DATA	
EXISTING TRACT	201.49 AC
OUTPARCEL	9.09 AC
PROPOSED PD TRACT	192.40 AC
ZONING	RA-200
EXISTING ZONING	PUV
PROPOSED ZONING	PUV
ZONING JURISDICTION	CITY OF LOGANVILLE
USE CALCULATIONS	
RESIDENTIAL R/W	16.44AC
DETENTION POND	3.22AC
STREAM AREA (50%)	5.87AC
PD USABLE AREA	166.87AC
SINGLE FAMILY HOMES	75.09AC
RES AMENITY AREA	20,000 S.F.
TOWNHOMES	25.03AC
COMMERCIAL	3.3, 10AC
OPEN SPACE	3.3, 65AC
COMMERCIAL SF REQ'D	10KSF+232/100 = 23,200SF
COMMERCIAL PROV.	33.3, 500SF
SINGLE-FAMILY MAX	75.09AC *
SINGLE-FAMILY PROV.	232 UNITS
TOWNHOME MAX	3.1 UNITS/AC
TOWNHOME PROV.	150 UNITS
TOWNHOME PROV.	6 UNITS/AC
TOWNHOME PROV.	150 UNITS

TUCK FAMILY FARM

TUCK ROAD AT HWY 20
LOGANVILLE, GA

MOORE CIVIL
CONSULT-DESIGN-ENGINEER
706.224.1628 ROBERT@MOORECIVIL.COM

REVISIONS:

NO.	DATE	DESCRIPTION
1		CONCEPT LAYOUT
2		CONCEPT LAYOUT
3		CONCEPT LAYOUT

SHEET NUMBER: **C.200**

Application # **R** _____

APPLICANT'S RESPONSES TO EVALUATION CRITERIA

In the space provided or in a separate attachment, provide responses to the following questions:

1. How does the proposed use impact the overall appearance of the City and aesthetic conditions of adjacent parcels?
Please see attached.

2. How does the proposed use impact thoroughfare congestion and traffic safety?

3. How does the proposed use impact population density and the potential for overcrowding and urban sprawl?

4. How does the proposed use impact the provision of water, sewerage, transportation and other urban infrastructure services;

5. How does the proposed zoning provide protection of property against blight and depreciation?

6. How is the proposed use and zoning consistent with the adopted Comprehensive Plan?

7. In what way does the proposed zoning affect adjacent property owners if the request is approved?

8. What is the impact upon adjacent property owners if the request zoning is not approved?

9. Describe any other factors affecting the health, safety, morals, aesthetics, convenience, order, prosperity, or the general welfare of the present and future inhabitants of the City of Loganville.

APPLICANT’S RESPONSES TO EVALUATION CRITERIA

1. How does the proposed use impact the overall appearance of the City and aesthetic conditions of adjacent parcels?

The proposed use is compatible with the overall appearance of the City and aesthetic conditions of adjacent parcels. Adjacent land uses include commercial, residential, and civic uses as well as vacant land. The proposed mixed-use development with residential, commercial, and open space/recreational amenities is compatible with existing land uses. The proposed commercial components of the development are located along exterior right-of-way and would provide an attractive streetscape for motorists travelling along Conyers Road (State Route 20) and Tuck Road.

2. How does the proposed use impact thoroughfare congestion and traffic safety?

The proposed development is located along Conyers Road, which is a major transportation corridor and a State Highway. Additionally, GDOT has announced plans to align Tuck Road with Sharon Church Road with the construction of a new roundabout. The Applicant is coordinating with GDOT relative to this road improvement, which will enhance connectivity and traffic flows in the area.

3. How does the proposed use impact population density and the potential for overcrowding and urban sprawl?

The proposed development would not contribute to overcrowding or urban sprawl as the property is located near the urban core of Loganville and the proposed land uses and densities are compatible with surrounding development. The subject property is located less than 1,500 feet from Atlanta Highway (U.S. Route 78), which is Loganville’s most heavily developed corridor. The proposed development is not an isolated, out-of-place development at Loganville’s fringes. It includes a mix of land uses that are already present in the area and continues established development patterns along major transportation corridors.

4. How does the proposed use impact the provision of water, sewerage, transportation and other urban infrastructure services?

The proposed development would utilize public water, sewer, and other utilities, providing upgrades where necessary. Given the intensity of surrounding development and the property’s proximity to major transportation corridors, the proposed development would not negatively impact the provision of urban infrastructure or other municipal services.

5. How does the proposed zoning provide protection of property against blight and depreciation?

The proposed development would provide high-quality, attractive homes at price points that would be commensurate with homes in the surrounding area. First-class amenities and a mix of housing types would provide additional stability to the proposed development. The proposed development would provide necessary residential critical mass to support proposed commercial components of the development as well as existing commercial uses in the surrounding area.

6. How is the proposed use and zoning consistent with the adopted Comprehensive Plan?

The proposed development would provide a mixture of residential, commercial, and recreational/open space uses that is compatible with the Future Land Use designations of Residential, Commercial, and Park/Recreation/Conservation. While the unincorporated portions of the subject property are not assigned Future Land Use designations, they are compatible with the designations of adjacent land. That is, one of the proposed open spaces portions of the subject property is located adjacent to Destination Park, which is designated as Park/Recreation/Conservation. The proposed commercial portions of the proposed development are located across the street from land designated as Commercial across Tuck Road and Conyers Road. The balance of the proposed development is the residential component, which is consistent with the Residential Future Land Use designation.

7. In what way does the proposed zoning affect adjacent property owners if the request is approved?

The proposed development would complement surrounding properties by enhancing the walkability of the surrounding area, increasing housing options in the City, and providing a high-quality, attractive mixed-use development near major transportation corridors.

8. What is the impact upon adjacent property owners if the request zoning is not approved?

The property would remain a large, underutilized tract near the center of Loganville. It would not meaningfully contribute to the tax base or provide residential critical mass to support local businesses. Large tracts are often difficult for families to maintain and have the potential to negatively impact the aesthetics of the surrounding area, if not maintained.

9. Describe any other factors affecting the health, safety, morals, aesthetics, convenience, order, prosperity, or the general welfare of the present and future inhabitants of the City of Loganville.

The subject property is located along a State Highway with convenient access to downtown Loganville. The proposed alignment of Tuck Road and Sharon Church Road with the construction of a roundabout enhances the subject property's vehicular access and will improve existing traffic flows. The proposed mixed-use development is compatible with the mixed-use character of the surrounding area which includes, residential, commercial, and recreational uses.

ABUTTING PROPERTY OWNERS LIST

Name/Address	Parcel Number
GREEN CHRISTOPHER JAMES & GREEN MICHELLE YVONNE 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009B00
GREEN CHRISTOPHER J & GREEN MICHELLE Y 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009D00
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060008
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060007
1618 LAND HOLDINGS LLC 1550 NORTH BROWN RD SUITE 130 LAWRENCEVILLE, GA 30043	LG060005
WAL-MART REAL ESTATE BUSINESS TRUST %RE PROPERTY TAX DEPT PO BOX 8050 MS 0555 BENTONVILLE, AR 727160555	LG040001
WAL-MART REAL ESTATE BUSINESS PO BOX 8050 BENTONVILLE AR 72716-8055	R5160 001
EPIC ENDEAVORS REAL ESTATE LLC 4560 TRUMBLE TER SNELLVILLE GA 30039	R5160 258
MARTINEZ ANA MARINA 4411 FIDDLERS BND LOGANVILLE GA 30052	R5129 191
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 190
CANALES JOSE G 4391 FIDDLERS BND LOGANVILLE GA 30052	R5129 189
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 188

FYR SFR BORROWER LLC PO BOX 4090 SCOTTSDALE AZ 85261	R5129 187
BTR SCATTERED SITE OWNER LLC 5001 PLAZA ON THE LK STE 200 AUSTIN TX 78746	R5129 186
POLMAN SHARON 4351 FIDDLERS BND LOGANVILLE GA 30052	R5129 185
CAULDER REX A & LINDA S 4341 FIDDLERS BND LOGANVILLE GA 30052	R5129 184
CALDERON ISABELLA RINADA 4331 FIDDLERS BND LOGANVILLE GA 30052	R5129 183
BUSTAMANTE LUIS HERRERA MONCADA MARTHA J. AQUIRRE 4310 FOX CHASE DR LOGANVILLE GA 30052	R5129 175
FELDER KATHLEEN 4325 FOX CHASE DR LOGANVILLE GA 30052	R5129 174
TAMAYO HECTOR A PEREZ IRLANY TEJEDA 4315 FOX CHASE DR LOGANVILLE GA 30052	R5129 173
MORRIS THUYTIEN MORRIS BRUCE 293 FOX RUN LOGANVILLE GA 30052	R5129 297
BURKE DAVID W BURKE KAREN 177 FOX RUN LOGANVILLE GA 30052	R5129 331
ROBERTSON DARRYL B Jr ROBERTSON LACINDA MICHELLE 179 FOX RUN LOGANVILLE GA 30052	R5129 332
IJITIMEHIN CHERLYN M IJITIMEHIN OLARINDE 181 FOX RUN LOGANVILLE GA 30052	R5129 333
HUMANS ANGELA V 183 FOX RUN LOGANVILLE GA 30052	R5129 334

DEPIETRO CLAUDIO DEPIETRO SANDRA S 185 FOX RUN LOGANVILLE GA 30052	R5129 335
JONES KIM R WILSON TONISHA 187 FOX RUN LOGANVILLE GA 30052	R5129 336
VALDEZ JENNY ZAVALETA MARTHA ROJAS 189 FOX RUN LOGANVILLE GA 30052	R5129 337
COLGATE JAMES A ETAL 191 FOX RUN LOGANVILLE GA 30052	R5129 338
WASHINGTON JAPRITA MATICE WASHINGTON ALFONSO 195 FOX RUN LOGANVILLE GA 30052	R5129 339
HOPKINS JAN LISA 199 FOX RUN LOGANVILLE GA 30052	R5129 340
CITY OF LOGANVILLE 4385 PECAN ST LOGANVILLE GA 30052	R4216 024

***** Legal Description *****

All that certain tract or parcel of land, lying and being in the 417th G.M.D. of Walton County, Georgia being partially in the City of Loganville containing 160.212 acres and being more fully described as follows:

Beginning at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;
Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 286.04' to a Point;
Thence N 34°20'52" W a distance of 118.18' to a Point;
Thence N 37°49'15" W a distance of 88.43' to a Point;
Thence N 40°30'54" W a distance of 53.72' to a Point;
Thence N 43°33'55" W a distance of 44.86' to a Point;
Thence N 45°34'10" W a distance of 50.92' to a Point;
Thence N 48°44'24" W a distance of 29.83' to a Point;
Thence N 49°17'45" W a distance of 30.39' to a Point;
Thence N 50°52'14" W a distance of 59.25' to a Point;
Thence N 53°13'13" W a distance of 88.83' to a Point;
Thence N 57°25'45" W a distance of 81.86' to a Point;
Thence N 60°57'34" W a distance of 106.61' to a Point;
Thence N 64°04'09" W a distance of 71.10' to a Point;
Thence N 65°54'41" W a distance of 67.48' to a Point;
Thence N 67°46'51" W a distance of 98.69' to a Point;
Thence N 71°07'45" W a distance of 46.85' to a Point;
Thence N 74°41'11" W a distance of 62.13' to a Point;
Thence N 75°57'11" W a distance of 211.32' to a Point;
Thence N 75°59'01" W a distance of 67.61' to a Point;
Thence N 75°12'02" W a distance of 51.85' to a Point;
Thence N 73°57'56" W a distance of 36.70' to an IPF;
Thence leaving said Right-of-Way N 29°24'16" W a distance of 645.20' to a Point;
Thence N 46°37'26" E a distance of 3456.60' to a Point;
Thence S 29°26'20" E a distance of 989.18' to an IPF;
Thence S 29°25'59" E a distance of 660.01' to an IPF;
Thence S 29°53'39" E a distance of 474.15' to a Point in the centerline of creek;
Thence along said centerline of creek S 63°24'16" W a distance of 141.13' to a Point;
Thence N 72°18'08" W a distance of 24.03' to a Point;
Thence S 28°13'12" W a distance of 11.41' to a Point;
Thence S 74°19'31" W a distance of 15.83' to a Point;
Thence N 74°51'49" W a distance of 8.68' to a Point;
Thence N 32°37'40" W a distance of 16.39' to a Point;
Thence S 89°31'15" W a distance of 14.08' to a Point;
Thence N 87°57'38" W a distance of 10.17' to a Point;
Thence S 86°26'17" W a distance of 41.00' to a Point;

Thence S 77°33'48" W a distance of 5.21' to a Point;
Thence S 09°52'21" W a distance of 19.06' to a Point;
Thence S 08°28'09" W a distance of 35.33' to a Point;
Thence S 33°04'51" E a distance of 16.99' to a Point;
Thence S 09°36'40" E a distance of 21.74' to a Point;
Thence S 74°01'58" W a distance of 25.01' to a Point;
Thence S 07°03'34" W a distance of 20.14' to a Point;
Thence S 38°47'34" W a distance of 16.52' to a Point;
Thence S 25°21'37" E a distance of 38.69' to a Point;
Thence S 39°19'43" E a distance of 31.34' to a Point;
Thence S 06°18'24" E a distance of 27.60' to a Point;
Thence S 40°13'36" W a distance of 38.09' to a Point;
Thence S 48°59'18" W a distance of 80.30' to a Point;
Thence S 80°00'00" W a distance of 57.67' to a Point;
Thence S 42°51'22" W a distance of 22.27' to a Point;
Thence S 24°46'13" E a distance of 68.30' to a Point;
Thence S 17°08'22" E a distance of 108.56' to a Point;
Thence S 35°15'33" E a distance of 30.52' to a Point;
Thence S 40°44'31" W a distance of 51.28' to a Point;
Thence S 64°31'43" W a distance of 35.70' to a Point;
Thence S 01°26'06" W a distance of 29.16' to a Point;
Thence S 04°56'23" E a distance of 41.60' to a Point;
Thence S 03°45'26" W a distance of 58.16' to a Point at the intersection of the centerline of creek and the northern Right-of-Way of Georgia Highway #20;
Thence along said Right-of-Way S 50°22'30" W a distance of 23.62' to a Point;
Thence S 49°12'47" W a distance of 51.16' to a Point;
Thence S 48°33'09" W a distance of 105.67' to a Point;
Thence S 47°10'43" W a distance of 175.36' to a Point;
Thence S 46°31'43" W a distance of 191.40' to a Point;
Thence S 46°15'11" W a distance of 343.08' to a Point;
Thence S 45°37'12" W a distance of 451.87' to a Point;
Thence S 48°28'15" W a distance of 359.08' to a Point;
Thence S 49°11'16" W a distance of 94.58' to a Point;
Thence S 50°29'06" W a distance of 73.73' to a Point;
Thence S 51°53'40" W a distance of 87.99' to the Point of Beginning.

Matthew P. Benson
Catherine W. Davidson
Gerald Davidson, Jr.*
Brian T. Easley
Rebecca B. Gober
Christopher D. Holbrook
Shane M. Lanham
Jessica P. Kelly

Julia A. Maxwell
Jeffrey R. Mahaffey
Steven A. Pickens
Jack M. Ryan
Gabrielle H. Schaller
S. Tess Shaheen
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

**COMBINED LETTER OF INTENT FOR ANNEXATION, REZONING, AND
CONCURRENT VARIANCE APPLICATIONS OF
GREEN RIVER BUILDERS, INC.**

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and the attached annexation, rezoning, and concurrent variance applications (the “Applications”) on behalf of Green River Builders, Inc. (the “Applicant”), relative to a proposed mixed-use development on an approximately 201.376-acre tract of land (the “Property”) located at the intersection of Tuck Road at Conyers Road (State Route 20). The Property straddles the Gwinnett and Walton County line and includes portions that are within the municipal boundary of the City of Loganville as well as unincorporated portions. The Property is currently zoned A2, R-44, and CH and also includes a portion in Gwinnett County that appears to be unzoned according to Gwinnett County’s official zoning map.

The proposed development would include a mix of land uses including single-family detached homes, single-family attached townhomes, commercial/retail/office, and open space. Two central boulevards provide access to the Property off of Tuck Road. The eastern boulevard would proceed through the commercial component into an area designated for common area which could accommodate a plaza, town green, or other gathering space. The commercial component is focused along the exterior right-of-way of Tuck Road and Highway 20 with building facades pushed up towards the road with the majority of parking to the sides or rear of the commercial buildings. This design will enhance the aesthetics of those roadways and contribute to the neighborhood village concept encouraged by the PUV zoning classification. The proposed townhome component would provide a transition between the commercial and single-family detached components. The proposed single-family detached component is located internal to the

Property with convenient access to open space areas and the proposed commercial areas. An internal sidewalk network and trails would provide walkability for residents and visitors with a potential trail connection to adjacent commercial uses which front on Highway 78. The proposed open space is provided in two main areas. The larger open space area is located in the northeastern portion of the site along an existing creek. This area would remain mostly natural and would provide passive recreational opportunities for residents. A smaller, +/-3.75-acre open space area is provided in the western corner of the Property adjacent to the City's Destination Park.

The proposed mixed-use development is designed to activate the existing node at the intersection of Tuck Road and Highway 20 while providing an appropriate transition to single-family detached homes to the north. The proposed development would also enhance the walkability of the surrounding area by creating opportunities for people to live, work, and play within walking distance of downtown Loganville. The proposed development is compatible with existing land uses and zoning classifications of the surrounding area, is in line with the policy and intent of the Comprehensive Plan, and is an appropriate land use due to the Property's location on and in close proximity to major transportation corridors. The surrounding area is characterized by a mix of zoning classifications and land uses including commercial, office, industrial, and residential. In fact, the Property lies in between two developed nodes—Tuck Road at Highway 20 and Highway 20 at Highway 78. To the east, the Property is located adjacent to land zoned CH including the Walmart as well as a large undeveloped commercial tract. To the west across Tuck Road are existing heavy commercial and/or industrial uses including land in the City zoned LI (Light Industrial) and CH (Commercial Highway). The proposed mixed-use development continues the existing development pattern of commercial uses along major corridors and then provides an appropriate internal transition. Moving north away from Highway 20, the proposed land uses step down from commercial, to townhomes and then to detached homes. The proposed development would also include a 30-foot wide buffer adjacent to the Foxbury Commons and Fox Chase subdivisions.

In order to develop the Property as depicted on the site plan, the Applicant also requests the relief from the Loganville Zoning Ordinance building permit concurrency requirements. As described in the Applicant's Responses to the Variance Evaluation Criteria, the concurrency requirements, as set forth in the Zoning Ordinance, would create an unnecessary hardship on the Property owner and Applicant. The subject property is exceptionally large and has significant

topography. A creek runs along the easterly property boundary line, which also presents challenges for the development of the property and construction of buildings. Moreover, the proposed GDOT project to align Tuck Road with Sharon Church Road and construction of a roundabout provide significant challenges relative to the timing of construction. Forcing development of the commercial component of the mixed-use development to occur before planning and/or construction of such major road improvements would create an unnecessary hardship on the Applicant and the property owner. Moreover, as evidenced by commercially-zoned, but vacant properties in the area, commercial development relies on residential critical mass to be successful. Prematurely constructing commercial uses before a stable market is present would result in unnecessary risk and cost to the Applicant and property owner. Moreover, artificially restraining residential development would prolong the development timeline and unnecessarily expose the project to market risks. On the other hand, allowing the development to proceed according to timelines dictated by the free market would allow the natural development of the project while also increasing the attractiveness of the commercial component as residential units come online and establish a built-in customer base.

The proposed development is compatible with surrounding zoning classifications and land uses, is inline with the land use policy of the Comprehensive Plan, and would provide a vibrant, attractive mixed-use development along a major transportation corridor. The Applicant welcomes the opportunity to meet with staff of the City of Loganville Department of Planning and Development to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of the Application.

Respectfully submitted this 8th day of March, 2024.

MAHAFFEY PICKENS TUCKER, LLP

Shane Lanham

Shane M. Lanham
Attorneys for the Applicant

***** Legal Description *****

All that certain tract or parcel of land, lying and being in Land Land 187 in the 4th District of Gwinnett County, Georgia, also being in 417th G.M.D. of Walton County, Georgia being partially in the City of Loganville containing 201.376 acres and being more fully described as follows:

Beginning at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;
Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 286.04' to a Point;
Thence N 34°20'52" W a distance of 118.18' to a Point;
Thence N 37°49'15" W a distance of 88.43' to a Point;
Thence N 40°30'54" W a distance of 53.72' to a Point;
Thence N 43°33'55" W a distance of 44.86' to a Point;
Thence N 45°34'10" W a distance of 50.92' to a Point;
Thence N 48°44'24" W a distance of 29.83' to a Point;
Thence N 49°17'45" W a distance of 30.39' to a Point;
Thence N 50°52'14" W a distance of 59.25' to a Point;
Thence N 53°13'13" W a distance of 88.83' to a Point;
Thence N 57°25'45" W a distance of 81.86' to a Point;
Thence N 60°57'34" W a distance of 106.61' to a Point;
Thence N 64°04'09" W a distance of 71.10' to a Point;
Thence N 65°54'41" W a distance of 67.48' to a Point;
Thence N 67°46'51" W a distance of 98.69' to a Point;
Thence N 71°07'45" W a distance of 46.85' to a Point;
Thence N 74°41'11" W a distance of 62.13' to a Point;
Thence N 75°57'11" W a distance of 211.32' to a Point;
Thence N 75°59'01" W a distance of 67.61' to a Point;
Thence N 75°12'02" W a distance of 51.85' to a Point;
Thence N 73°57'56" W a distance of 36.70' to an IPF;
Thence leaving said Right-of-Way N 29°24'16" W a distance of 645.20' to a Point;
Thence N 29°24'16" W a distance of 936.07' to a Point;
Thence N 59°49'12" E a distance of 634.10' to an IPF;
Thence N 59°37'56" E a distance of 100.02' to an IPF;
Thence N 59°54'04" E a distance of 347.74' to an IPF;
Thence N 59°46'07" E a distance of 185.38' to an IPF;
Thence N 60°17'42" E a distance of 1406.99' to a Point;
Thence N 61°35'20" E a distance of 680.28' to an IPF;
Thence S 29°26'20" E a distance of 1103.43' to an IPF;
Thence S 29°25'59" E a distance of 660.01' to an IPF;
Thence S 29°53'39" E a distance of 474.15' to a Point in the centerline of creek;
Thence along said centerline of creek S 63°24'16" W a distance of 141.13' to a Point;
Thence N 72°18'08" W a distance of 24.03' to a Point;
Thence S 28°13'12" W a distance of 11.41' to a Point;

Thence S 74°19'31" W a distance of 15.83' to a Point;
Thence N 74°51'49" W a distance of 8.68' to a Point;
Thence N 32°37'40" W a distance of 16.39' to a Point;
Thence S 89°31'15" W a distance of 14.08' to a Point;
Thence N 87°57'38" W a distance of 10.17' to a Point;
Thence S 86°26'17" W a distance of 41.00' to a Point;
Thence S 77°33'48" W a distance of 5.21' to a Point;
Thence S 09°52'21" W a distance of 19.06' to a Point;
Thence S 08°28'09" W a distance of 35.33' to a Point;
Thence S 33°04'51" E a distance of 16.99' to a Point;
Thence S 09°36'40" E a distance of 21.74' to a Point;
Thence S 74°01'58" W a distance of 25.01' to a Point;
Thence S 07°03'34" W a distance of 20.14' to a Point;
Thence S 38°47'34" W a distance of 16.52' to a Point;
Thence S 25°21'37" E a distance of 38.69' to a Point;
Thence S 39°19'43" E a distance of 31.34' to a Point;
Thence S 06°18'24" E a distance of 27.60' to a Point;
Thence S 40°13'36" W a distance of 38.09' to a Point;
Thence S 48°59'18" W a distance of 80.30' to a Point;
Thence S 80°00'00" W a distance of 57.67' to a Point;
Thence S 42°51'22" W a distance of 22.27' to a Point;
Thence S 24°46'13" E a distance of 68.30' to a Point;
Thence S 17°08'22" E a distance of 108.56' to a Point;
Thence S 35°15'33" E a distance of 30.52' to a Point;
Thence S 40°44'31" W a distance of 51.28' to a Point;
Thence S 64°31'43" W a distance of 35.70' to a Point;
Thence S 01°26'06" W a distance of 29.16' to a Point;
Thence S 04°56'23" E a distance of 41.60' to a Point;
Thence S 03°45'26" W a distance of 58.16' to a Point at the intersection of the centerline of creek and the northern Right-of-Way of Georgia Highway #20;
Thence along said Right-of-Way S 50°22'30" W a distance of 23.62' to a Point;
Thence S 49°12'47" W a distance of 51.16' to a Point;
Thence S 48°33'09" W a distance of 105.67' to a Point;
Thence S 47°10'43" W a distance of 175.36' to a Point;
Thence S 46°31'43" W a distance of 191.40' to a Point;
Thence S 46°15'11" W a distance of 343.08' to a Point;
Thence S 45°37'12" W a distance of 451.87' to a Point;
Thence S 48°28'15" W a distance of 359.08' to a Point;
Thence S 49°11'16" W a distance of 94.58' to a Point;
Thence S 50°29'06" W a distance of 73.73' to a Point;
Thence S 51°53'40" W a distance of 87.99' to the Point of Beginning.



STAFF APPLICATION ANALYSIS REPORT

ZONING CASE #: R24-013

LANDOWNERS: Tuck Family Farm LLLP C/O Sherry S Grider

APPLICANT: Green River Builders Inc. C/O Pickens Tucker LLP

PROPERTY ADDRESS: Tuck Road, Conyers Road

MAP/PARCEL #: LG060010, LG060010A00, LG060010ADP, LG0600100DP, portion of 4580 Tuck Road (unzoned parcel in Gwinnett County between Foxbury Commons and LG0600100DP), LG060009, LG060011

PARCEL DESCRIPTION: Mixture of residential, commercial, vacant properties

AREA: 201.36 acres

EXISTING ZONING: A2, R-44, CH, Unzoned

PROPOSED ZONING: PUV

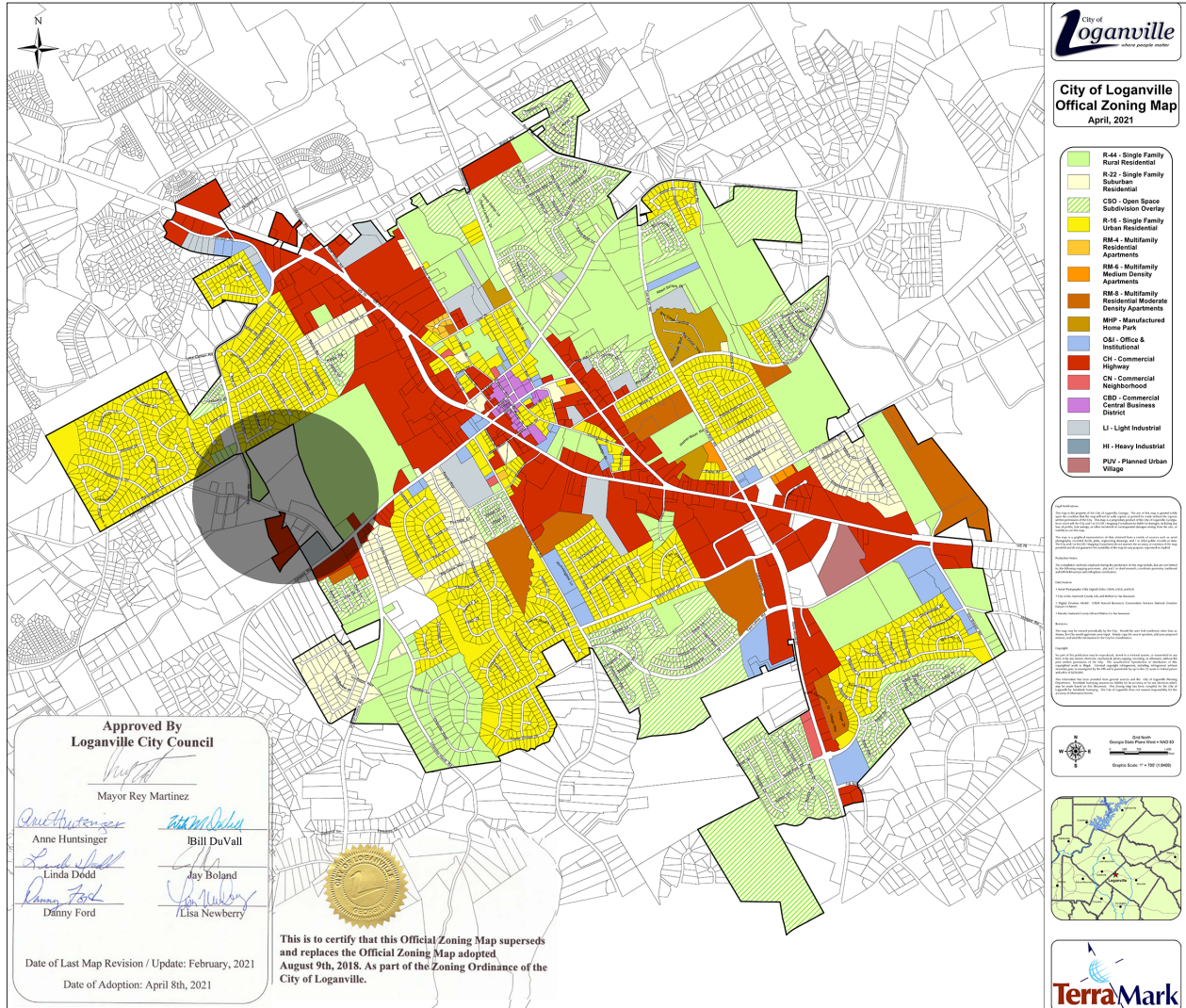
FUTURE LAND USE MAP: Neighborhood Residential (Walton) / Established Neighborhood (Gwinnett)

REASON FOR REQUEST: Creation of a mixed-use development with 232 single-family homes, 150 townhomes, and 23,200-square-feet of commercial space as well as greenspace.

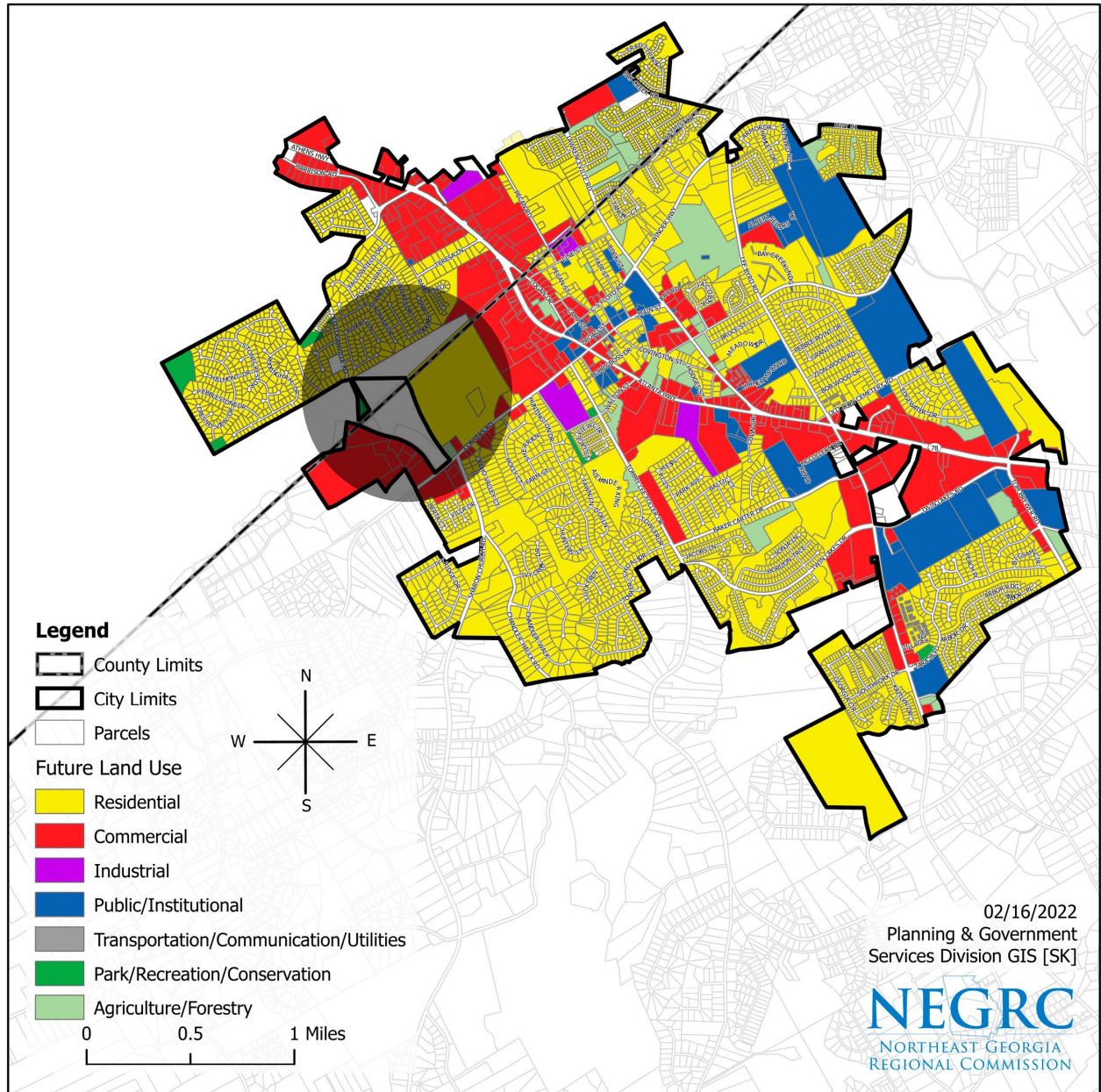
PLANNING COMMISSION HEARING: Was tabled April 25, 2024 until June 27, 2024

CITY COUNCIL HEARING: July 8, 2024 and July 11, 2024

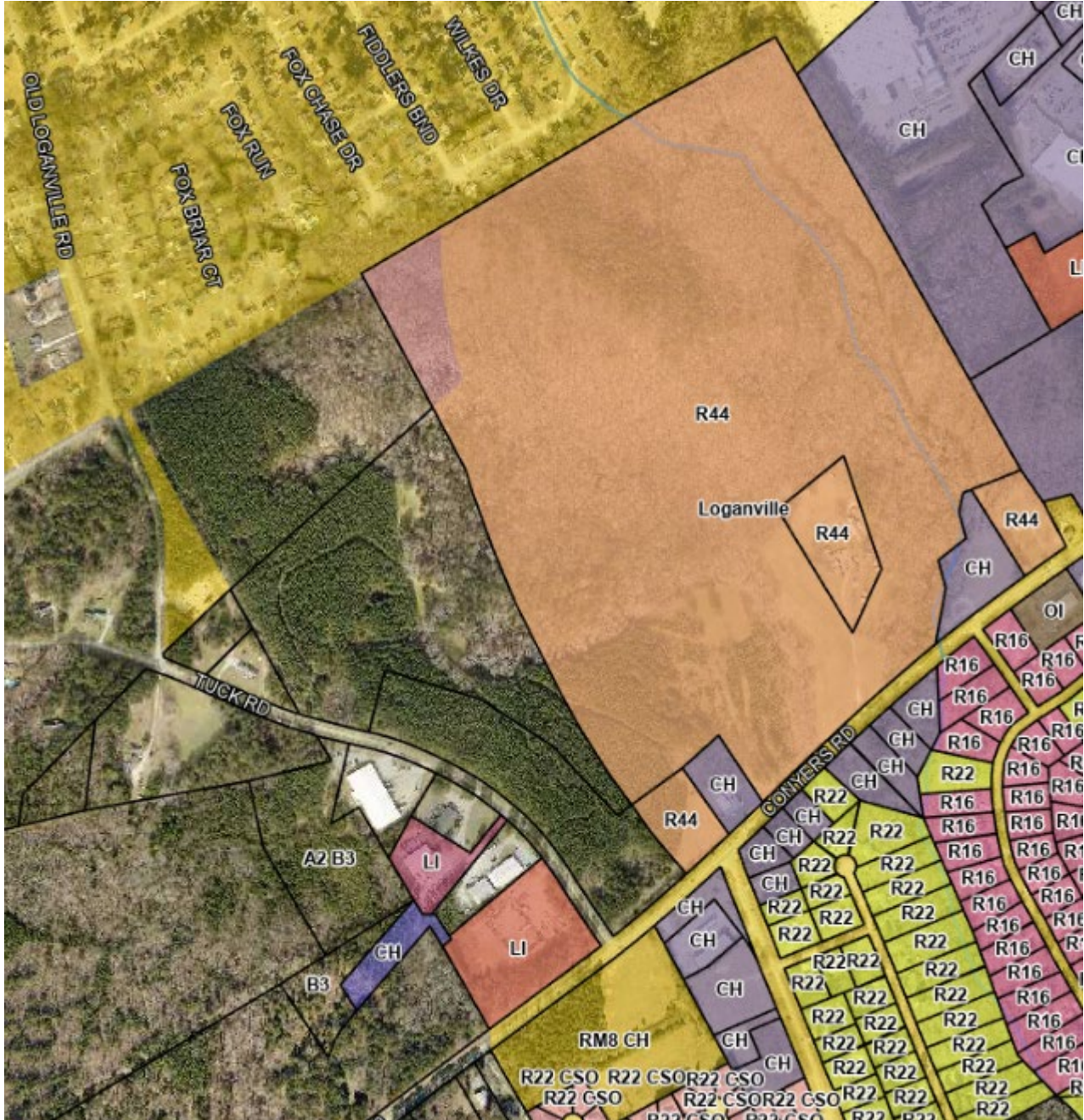
ZONING MAP



FUTURE LAND USE MAP



AREA ZONING





Applicant's Request

Rezone the property to allow for a proposed development that would include a mix of land uses including single-family detached homes, townhomes, commercial/retail/office and open space.

Existing Conditions

Most of the land is undeveloped, though there is a 2,844-square-foot home dating back to 1865 with accessory structures on one of the parcels being considered for this project and another parcel contains a 4,400-square-foot metal commercial building dating back to 2000.

Impact Analysis/Recommendation

What is the impact upon the overall appearance of the City and impacts upon aesthetic conditions of adjacent parcels? This project would alter the aesthetic landscape in the area as it transitions from an old family farm to a large tract of land with both residential and commercial purposes being proposed.

What is the impact upon thoroughfare congestion and traffic safety? There is some uncertainty that remains with the future improvements planned for Highway 20 and Tuck Road. The last known plans included a two-lane roundabout, with construction scheduled to start in the summer of 2025. The secondary outlet for traffic will be Tuck Road or Tom Brooks Road and Old Loganville Road, which will likely be impacted by this project.

Traffic counts in the area include about 8,000 cars per day at Old Loganville Road south of Chase Court and 10,800 cars per day on Highway 20 at Center Hill Church Road. The City's comprehensive traffic study included comments from the citizenry that included the difficulty of pulling out from Tuck Road onto Conyers Road and the curve on Old Loganville Road being dangerous and prone to flooding for those near the intersection of Tuck Road. Another comment included that, due to the increase in housing in the area of Tuck Road, the speed limit on Highway 20 should not go up to 55 mph until after the intersection with Tuck Road if you are heading toward Conyers.

What is the impact upon population density and the potential for overcrowding and urban sprawl? Considering the fact most of the land sits vacant at the moment, there will be a noticeable increase in population density with the addition of a large-scale project such as this one being proposed. A development such as this would meet the definition of urban sprawl.

Is the proposed use consistent with the adopted Comprehensive Plan? The Future Land Use map of Walton and Gwinnett both show the area as being residential. While the City of Loganville's future land use map does not include these parcels, it is reasonable to assume that continued development of CH along the Highway 20 would be consistent with existing trends and then residential developments being created along Tuck Road.



What is the impact upon adjacent property owners if the request is approved? Due to the scale of the project, traffic would likely increase in the immediate area. But the project will also provide residents of the area potential commercial options that may afford them and the new residents alike the opportunity to enjoy commerce in the area without having to get into a car. This would also place commercial across the street on Tuck Road from residences.

What is the impact upon adjacent property owners if the request is not approved? The land would likely continue to remain undeveloped.

Recommended action: The purpose of the PUV is to encourage cultural, retail and residential uses in a mixed-use, urban setting with uses in close proximity to maximize opportunities for pedestrian traffic, thereby reducing the need of automobile dependency and demand for parking. This project achieves that goal and does so with access to a state highway that is in the process of being improved upon by GDOT. The staff recommendation is for approval of this rezone with the condition that the applicant work with the Utilities Department to ensure adequate water and sewer can be made available to the area.

Planning Commission Recommended Conditions

The Planning Commission vote was 3-3, with the Chairman casting the tiebreaking vote in favor of recommending approval of the rezone with the following conditions:

- The mailbox kiosk be placed in a central location that is not exclusively inside area of the townhomes or single-family residences but rather in between
- The project features an enclosed meeting space in a centralized location to both the single-family residences and townhomes
- The project includes a paved walking trail in the open space adjacent to Tuck Road connecting to Destination Park
- As allowed, develop a nature trail along the townhomes to the Walmart property
- Have it expressly state in the covenants that commercial and residential owners help maintain the trails at a minimum of once a year
- 8-foot privacy fence between the buffer and the property of Chris Green at 4565 Tuck Road
- Minimum of two community swimming pools as allowed
-

City Council Conditions



DATA APPENDIX

WATER

Is a water line adjacent to the property? If not, how far is the closest water line? No, water is not adjacent to the property. The closest water line is at the intersection of Tom Brooks Road and Tuck Road.

Size of the water line? 8 inches

Capacity of the water line? Unknown

Approximate water usage by proposed use? To be determined.

SEWER

Is a sewer line adjacent to the property? If not, how far is the closest sewer line? Yes, a sewer line is adjacent to the property.

Size of the sewer line? 8 inches that feeds into Highway 20 pump station

Capacity of the sewer line? Upgrade to the pump station will be required

Estimated waste generated by proposed development? To be determined.

DRAINAGE AND ENVIRONMENTAL CONCERNS

Does flood plain exist on the property? What percentage of the property is in a floodplain? Unknown.

What is the drainage basin for the property? Little Haynes Creek

Is there potential for the presence of wetlands as determined by the U.S. Environmental Protection Agency? If so, is the use compatible with the possible presence of wetlands? Unknown.

Do stream bank buffers exist on the parcel? Yes.

Are there other topographical concerns on the parcel? Unknown.

Are the storm water issues related to the application? No.



TRANSPORTATION

What is the road effected by the proposed change? What is the classification of the road?

Highway 20 (state route), Tuck Road (minor collector), Old Loganville Road (minor collector)

What is the traffic count for the road? No official traffic counts exist for the immediate area of this project. Nearby traffic counts include 8,000 cars per day on Old Loganville Road south of Chase Court and 10,800 on Highway 20 at Center Hill Church Road.

Estimated number of cars generated by the proposed development? Unknown.

Estimated number of trips generated by the proposed development? Unknown.

Do sidewalks exist in the area? There are some along Old Loganville Road but none along Tuck Road or Highway 20.

Transportation improvements in the area? If yes, what are they? GDOT plans to expand Highway 20 to four lanes, adding sidewalks along the state route, as well as realigning Tuck Road with Sharon Church Road for the installation of a roundabout.

EMERGENCY SERVICES

Nearest city fire station from the development? Station 18 @ 180 Old Loganville Road

Distance of the nearest station? 2 miles

Most likely station for 1st response? Station 18

Service burdens at the nearest city fire station (under, at, or above capacity) No service burdens to the fire department.



e
Memorandum

To: Green River Builders, Inc.
From: Abdul Amer, PE
Date: June 5th, 2024
Subject: Trip Generation Memorandum for Proposed Mixed-Use Development, Walton County, Georgia | A&R 24-108

The purpose of this memorandum is to estimate the trip generation that will result from the proposed mixed-used development that will be located in Walton County, Georgia. The development will consist of 229 single-family houses, 152 townhomes, and 233,650 square feet of combined retail, restaurant, office space. The location of the development is shown below.





METHODOLOGY

Trip generation estimates for the project were based on the rates and equations published in the 11th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation referenced is based on the following ITE land uses below:

Land Use: 210 – Single-Family Detached Housing: A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Land Use: 215 – Single-Family Attached Housing: A single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space.

Land Use: 821 – Shopping Plaza (40-150k): A shopping plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA).

Land Use: 932 – High-Turnover (Sit-Down) Restaurant: This land use consists of sit-down, full-service eating establishments with a typical duration of stay of 60 minutes or less. This type of restaurant is usually moderately priced, frequently belongs to a restaurant chain, and is commonly referred to as casual dining.

Land Use: 930 – Fast Casual Restaurant: A fast casual restaurant is a sit-down restaurant with no (or very limited) wait staff or table service. A customer typically orders off a menu board, pays for food before the food is prepared, and seats themselves.

Land Use: 710 – General Office Building: A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers.



TRIP GENERATION

The calculated site-generated peak hour traffic volumes for the development are shown in Table 1, below.

TABLE 1 — TRIP GENERATION FOR PROPOSED DEVELOPMENT								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Total
ITE 210 - Single-Family Detached Housing	229 Units	40	118	158	136	81	217	2,163
Mixed-use reduction		-12	-20	-32	-39	-41	-80	-772
ITE 215 - Single-Family Attached Housing	152 Units	18	55	73	51	36	87	1,108
Mixed-use reduction		-6	-10	-16	-20	-21	-41	-395
ITE 710 – General Office Building	46,730 SF	77	10	87	15	73	88	599
Mixed-use reduction		-8	-2	-10	-5	-18	-23	-117
ITE 821 – Shopping Plaza (40-150k) – Supermarket - Yes	116,825 SF	125	77	202	297	309	606	7,888
Mixed-use reduction		--17	-14	-31	-41	-33	-74	-667
Pass-by Trips (0%) 40%		0	0	0	-102	-110	-212	-2,120
ITE 930 – Fast Casual restaurant	35,048 SF	25	25	50	337	277	614	3,405
Mixed-use reduction		-7	-6	-13	-18	-14	-32	-288
ITE 932 – High-Turnover Sit-Down restaurant	35,048 SF	184	151	335	193	124	317	3,757
Mixed-use reduction		-8	-6	-14	-20	-16	-36	-318
Pass-by Trips (0%) 43%		0	0	0	-74	-47	-121	-1,210
Total Trips without Reductions		469	437	906	1,029	900	1,929	18,919
Total Trips with Reductions		411	379	790	710	600	1,310	13,032

Based on trip generation rates published in the ITE Trip Generation Manual, 11th edition, the mixed-use development generates 411 entering and 379 exiting trips in the AM peak hour, 710 entering and 600 exiting in the PM peak hour and 13,032 overall two-way trips in a 24-hour duration.

Section 3, Item B.

CAUTION

CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THE SERVICES OF A PRIVATE UTILITY LOCATOR FIRM DURING THE ENTIRE COURSE OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR SAID SERVICES. CONTRACTOR SHALL REPAIR ALL UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER/DEVELOPER.

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SITE DESIGN PROFESSIONAL ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF UTILITIES WITHIN THE LIMITS OF THE WORK. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR, FROM HIS/HER OPERATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL OF ALL UTILITY TRENCHES WITHIN SITE WORK LIMITS. THIS INCLUDES TRENCHES DUG AND BACKFILLED BY LOCAL UTILITIES, SUCH AS POWER, GAS, TELEPHONE, ETC. CONTRACTOR SHALL PROVIDE ADDITIONAL BACKFILL AND COMPACTION AS NECESSARY, IF SETTLEMENT OCCURS.

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EXPIRATION: 06/30/2026

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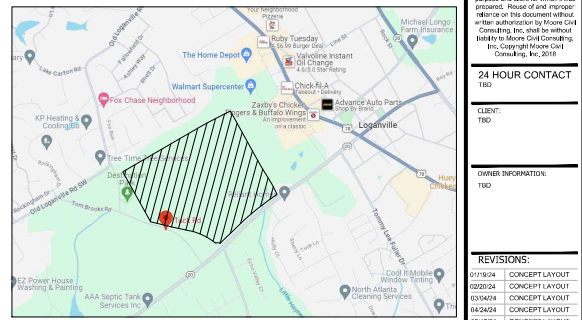
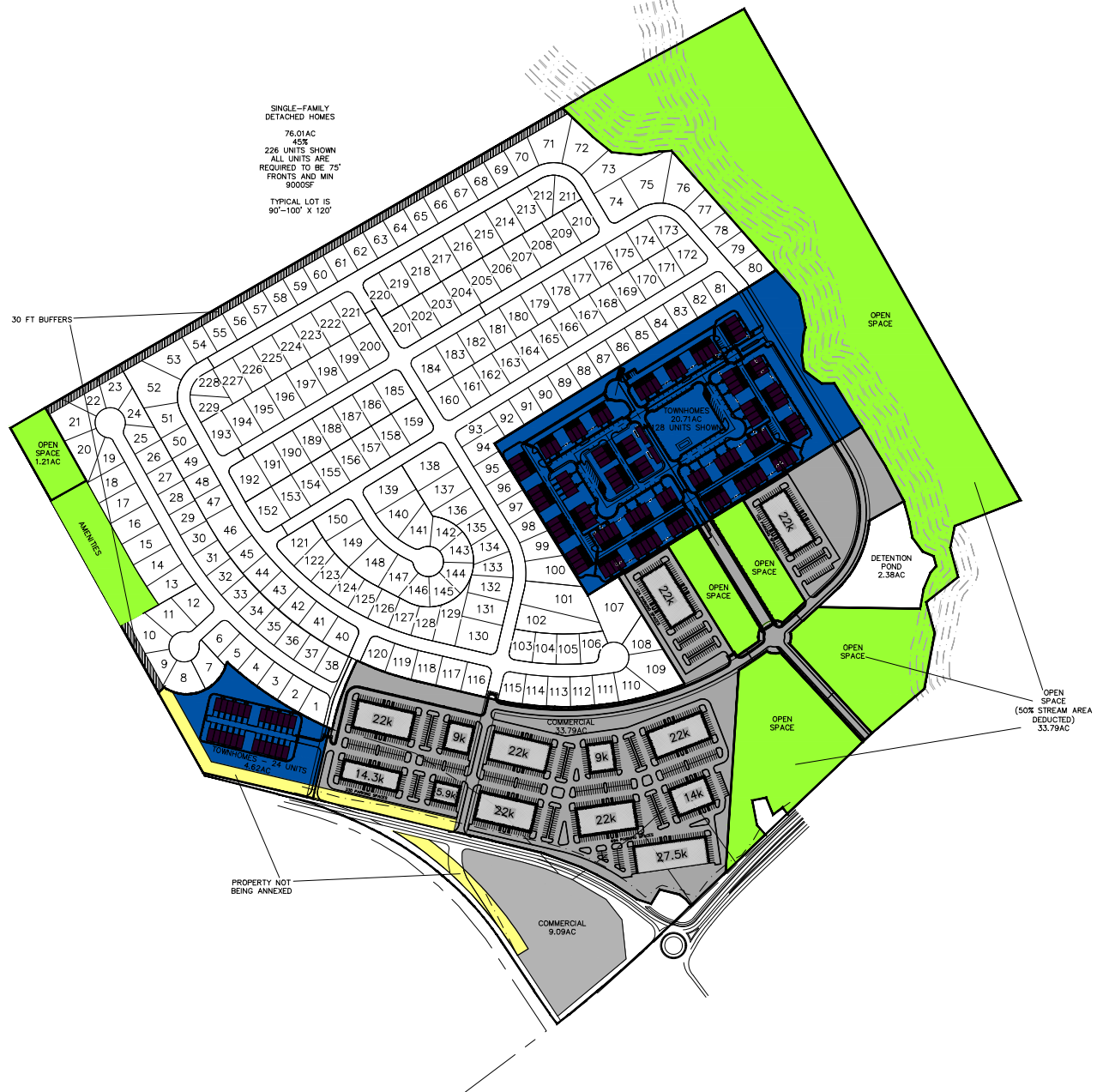
24 HOUR CONTACT
TEL: 704.224.1626

CLIENT:
TBD

OWNER INFORMATION:
TBD

REVISIONS:

01/19/24	CONCEPT LAYOUT
02/01/24	CONCEPT LAYOUT
03/04/24	CONCEPT LAYOUT
04/04/24	CONCEPT LAYOUT
05/15/24	CONCEPT LAYOUT
05/22/24	CONCEPT LAYOUT
05/31/24	CONCEPT LAYOUT



SITE LOCATION MAP

SITE DATA		
EXISTING TRACT	201.49 AC	
OUTPARCEL	9.09 AC	
PROPOSED PD TRACT	192.40 AC	
ZONING		
EXISTING ZONING	RA-200	
PROPOSED ZONING	PUV	
ZONING JURISDICTION	CITY OF LOGANVILLE	
USE CALCULATIONS		
RESIDENTIAL R/W	15.23AC	
DETENTION POND	2.38AC	
STREAM AREA (50%)	5.87AC	
PD USABLE AREA	168.52AC	
SINGLE FAMILY HOMES	76.01AC	45.0%
RES AMENITY AREA	161,828 S.F.	
TOWNHOMES	25.33AC	15.0%
COMMERCIAL	33.79	20.5%
OPEN SPACE	33.79AC	21.2%
COMMERCIAL SF REQ'D	10KSF*226/100	22,600SF
COMMERCIAL PROV.		233,650SF
SINGLE-FAMILY MAX	75.82AC *	235 UNITS
SINGLE-FAMILY PROV.	3.1 UNITS/1AC	226 UNITS
TOWNHOME MAX	6 UNITS/AC	152 UNITS
TOWNHOME PROV.	6 UNITS/AC	152 UNITS

TUCK FAMILY FARM
TUCK ROAD AT HWY 20
LOGANVILLE, GA

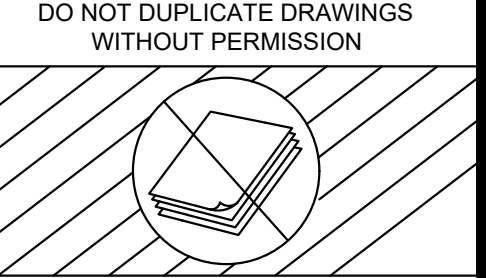
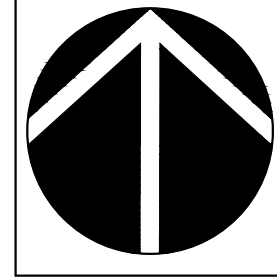
SHEET TITLE:
SITE LAYOUT

SHEET NUMBER:
C.200

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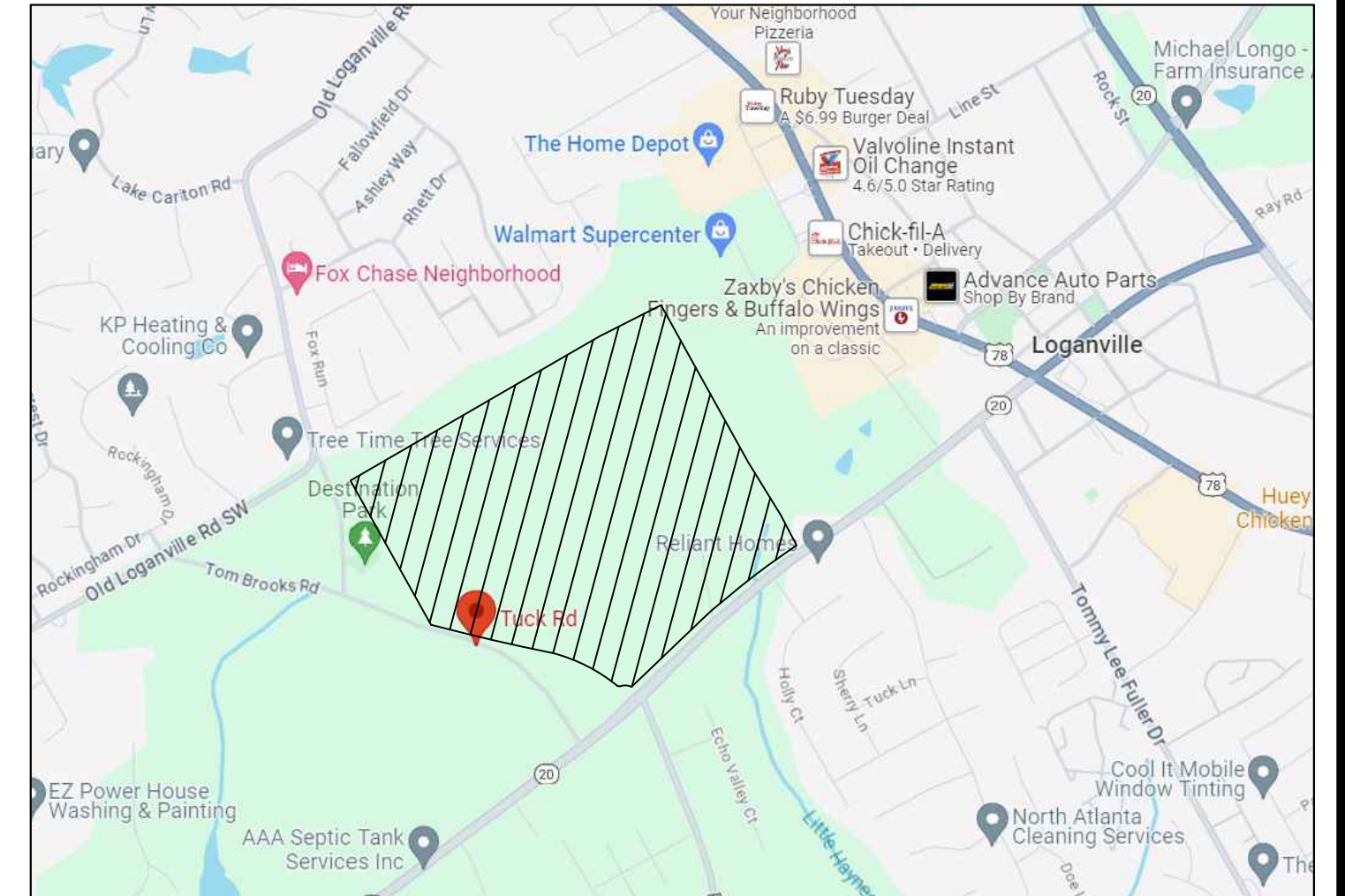
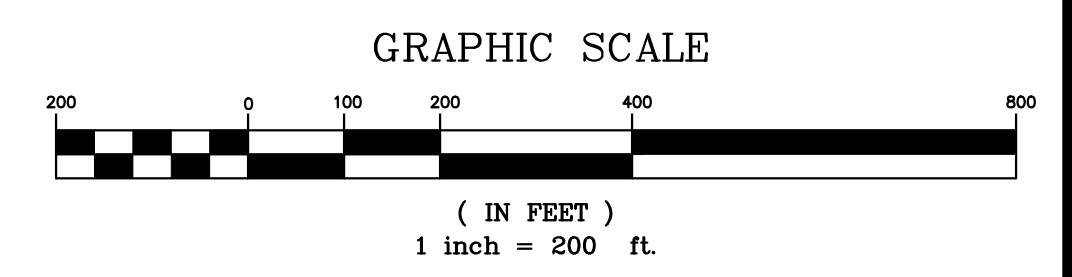
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DO NOT DUPLICATE DRAWINGS WITHOUT PERMISSION



SINGLE-FAMILY DETACHED HOMES
 72.66AC
 36.50%
 227 UNITS SHOWN
 AVERAGE LOT SIZE IS 10,096SF.

50' FRONT - 31 UNITS
 60' FRONT - 5 UNITS
 70' FRONT - 94 UNITS
 75' FRONT - 10 UNITS
 85' FRONT - 5 UNITS
 90' FRONT - 36 UNITS
 105' FRONT - 40 UNITS
 125' FRONT - 4 UNITS
 135' FRONT - 1 UNIT
 140' FRONT - 1 UNIT



SITE LOCATION MAP

SITE DATA

EXISTING TRACT	201.376 AC
ACREAGE NOT ANNEXED	2.291 AC
PROPOSED PD TRACT	199.085 AC

ZONING

EXISTING ZONING	RA-200
PROPOSED ZONING	PUV
ZONING JURISDICTION	CITY OF LOGANVILLE

USE CALCULATIONS

RESIDENTIAL R/W	14.39AC	
DET POND + STRM BUF.	12.82AC	
SINGLE FAMILY RES	55.56AC	27.91%
SFR + RES R/W	769.96AC	35.14%
TOWNHOMES	18.26AC	9.17%
COMMERCIAL	40.44AC	20.31%
OPEN SPACE	68.48AC	34.40%
COMMERCIAL SF REQ'D	10KSF*385/100	38,500SF
COMMERCIAL PROV.		288,000SF
SINGLE-FAMILY MAX	55.56AC *	172.23 UNITS
SINGLE-FAMILY PROV.	3.1 UNITS/1AC	227 UNITS
TOWNHOME MAX	6 UNITS/AC	118.6 UNITS
TOWNHOME PROV.	6 UNITS/AC	158 UNITS

LEVEL II CERTIFIED DESIGN PROFESSIONAL
 GSWCC #000064090
 EXPIRATION: 05/30/2026

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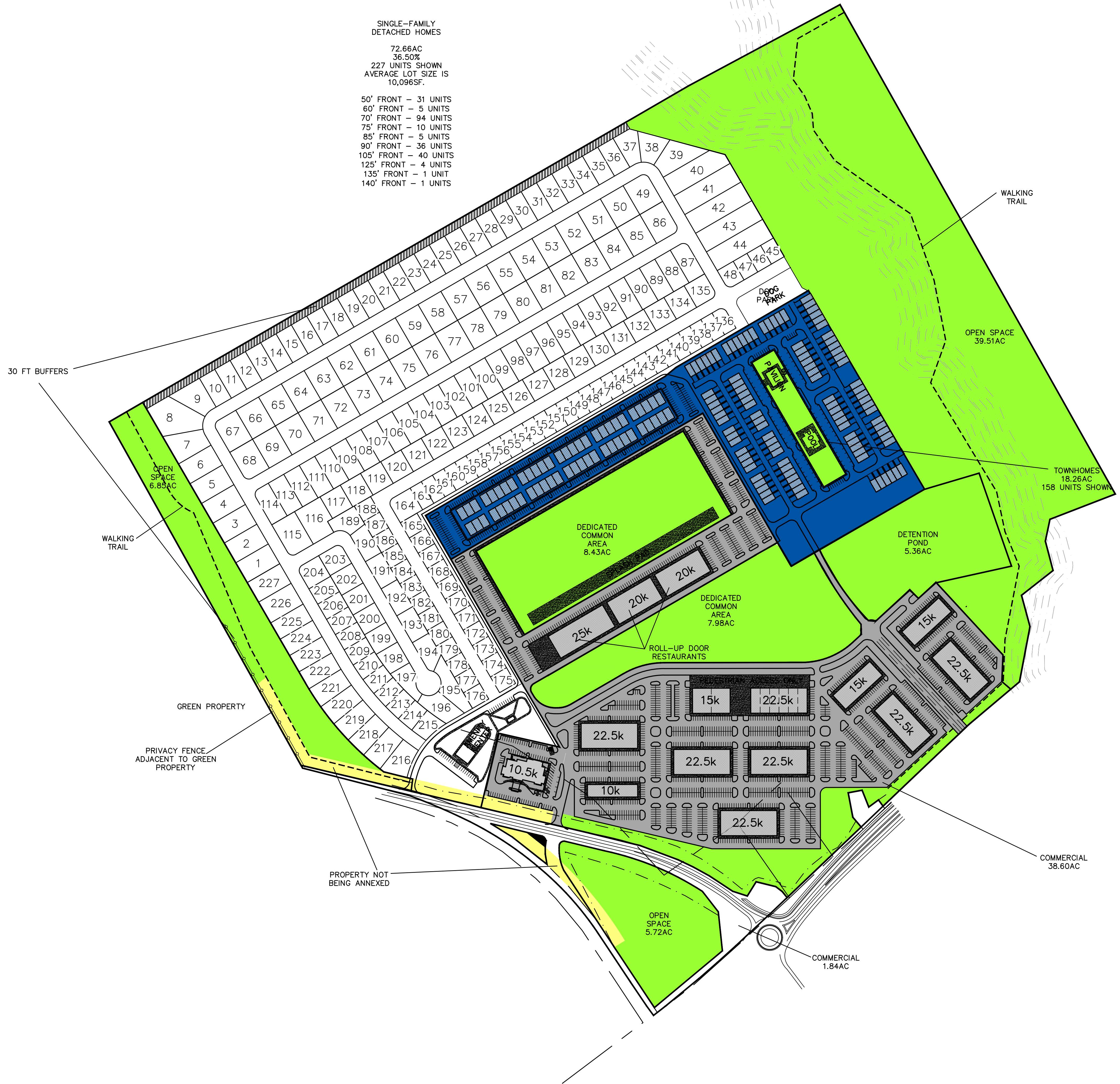
REVISIONS:

01/19/24	CONCEPT LAYOUT
02/20/24	CONCEPT LAYOUT
03/04/24	CONCEPT LAYOUT
04/24/24	CONCEPT LAYOUT
05/15/24	CONCEPT LAYOUT
05/22/24	CONCEPT LAYOUT
05/31/24	CONCEPT LAYOUT
06/10/24	CONCEPT LAYOUT
06/13/24	CONCEPT LAYOUT
08/07/24	CONCEPT LAYOUT
08/27/24	CONCEPT LAYOUT
08/29/24	CONCEPT LAYOUT
09/09/24	CONCEPT LAYOUT
09/23/24	CONCEPT LAYOUT
10/3/24	CONCEPT LAYOUT

TUCK FAMILY FARM
 TUCK ROAD AT HWY 20
 LOGANVILLE, GA

SHEET TITLE:
 SITE LAYOUT

SHEET NUMBER:
C.200





STAFF APPLICATION ANALYSIS REPORT

ZONING CASE #: V24-014

LANDOWNERS: Tuck Family Farm LLP C/O Sherry S Grider

APPLICANT: Green River Builders Inc. C/O Pickens Tucker LLP

PROPERTY ADDRESS: Tuck Road, Conyers Road

MAP/PARCEL #: LG060010, LG060010A00, LG060010ADP, LG0600100DP, portion of 4580 Tuck Road (unzoned parcel in Gwinnett County between Foxbury Commons and LG0600100DP), LG060009, LG060011

PARCEL DESCRIPTION: Mixture of residential, commercial, vacant properties

AREA: 201.36 acres

EXISTING ZONING: A2, R-44, CH, Unzoned

PROPOSED ZONING: PUV

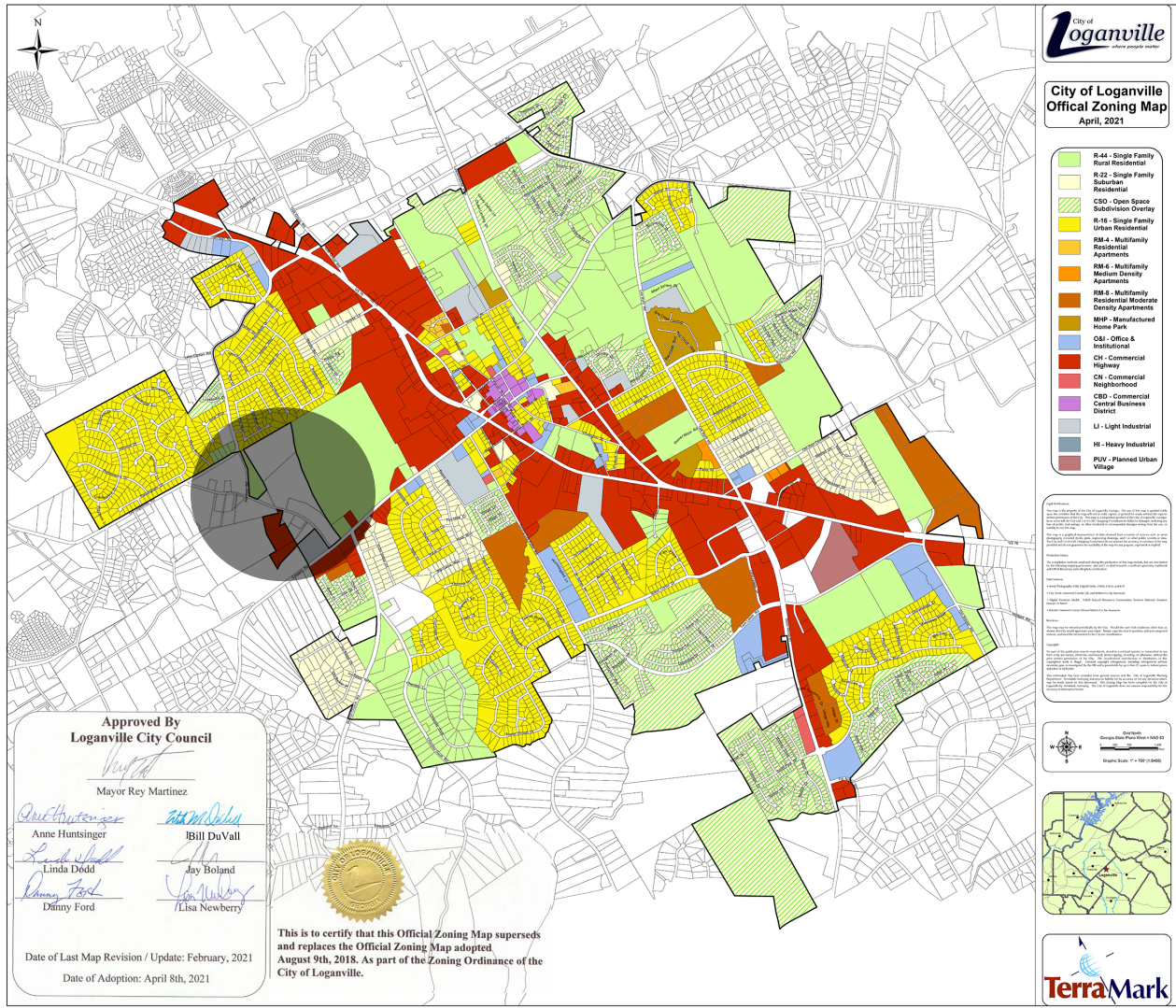
FUTURE LAND USE MAP: Neighborhood Residential (Walton) / Established Neighborhood (Gwinnett)

REASON FOR REQUEST: Seeking relief from Sec. 119-221(d)(2): Building permits in the PUV zoning classification will be issued in 25 percent increments of the total amount of proposed development of each of the three types of structures allowed in this classification (i.e., 25 percent of the total proposed commercial development; 25 percent of the total proposed single-family dwellings; and 25 percent of the total proposed townhomes). No additional building permits shall be issued until the previously permitted 25 percent of each type of structure has been fully completed and a certificate of occupancy has been issued for all of the structures subject to the previous permit.

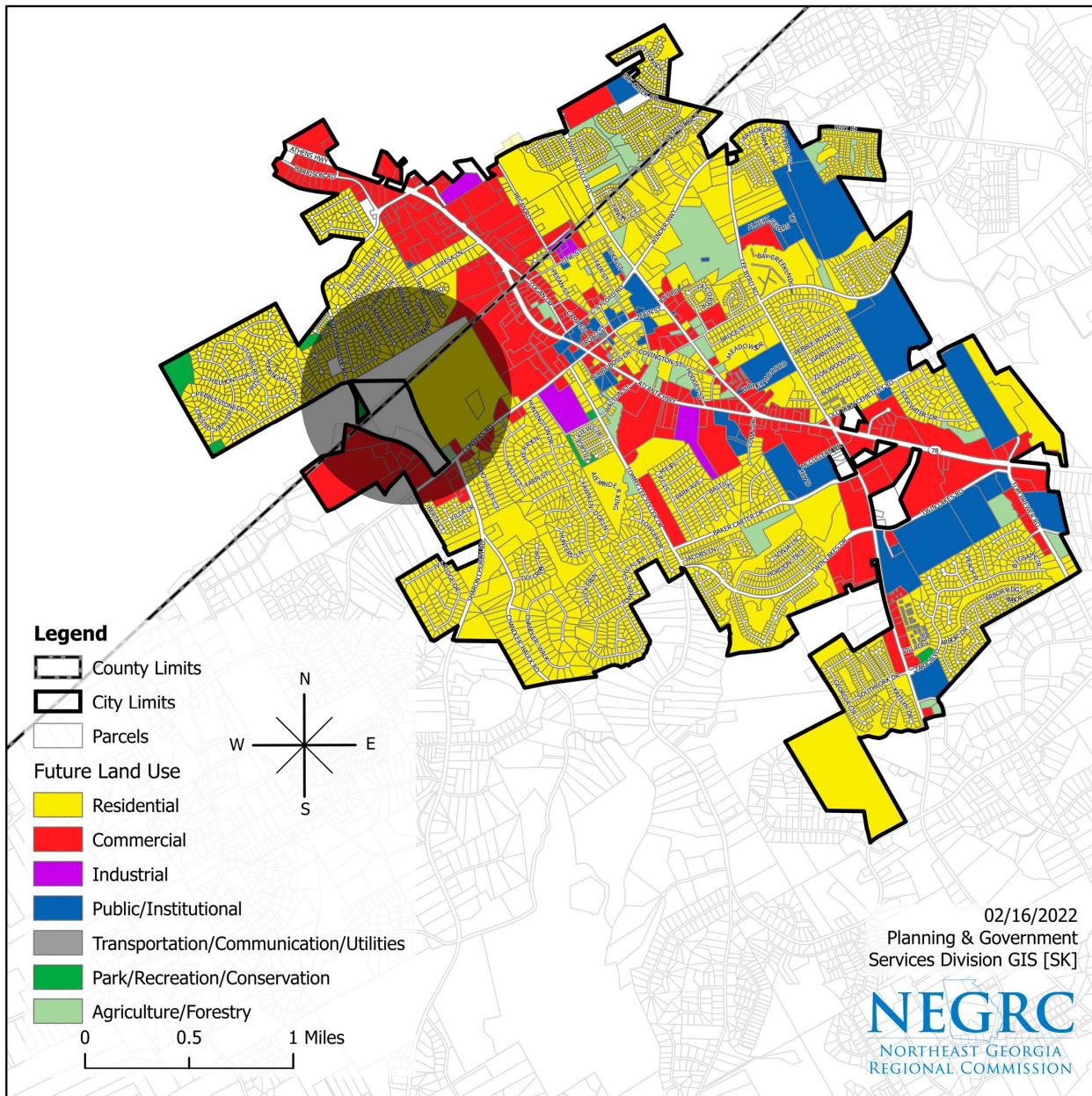
PLANNING COMMISSION HEARING: Was tabled April 25, 2024 until June 27, 2024

CITY COUNCIL HEARING: July 8, 2024 and July 11, 2024

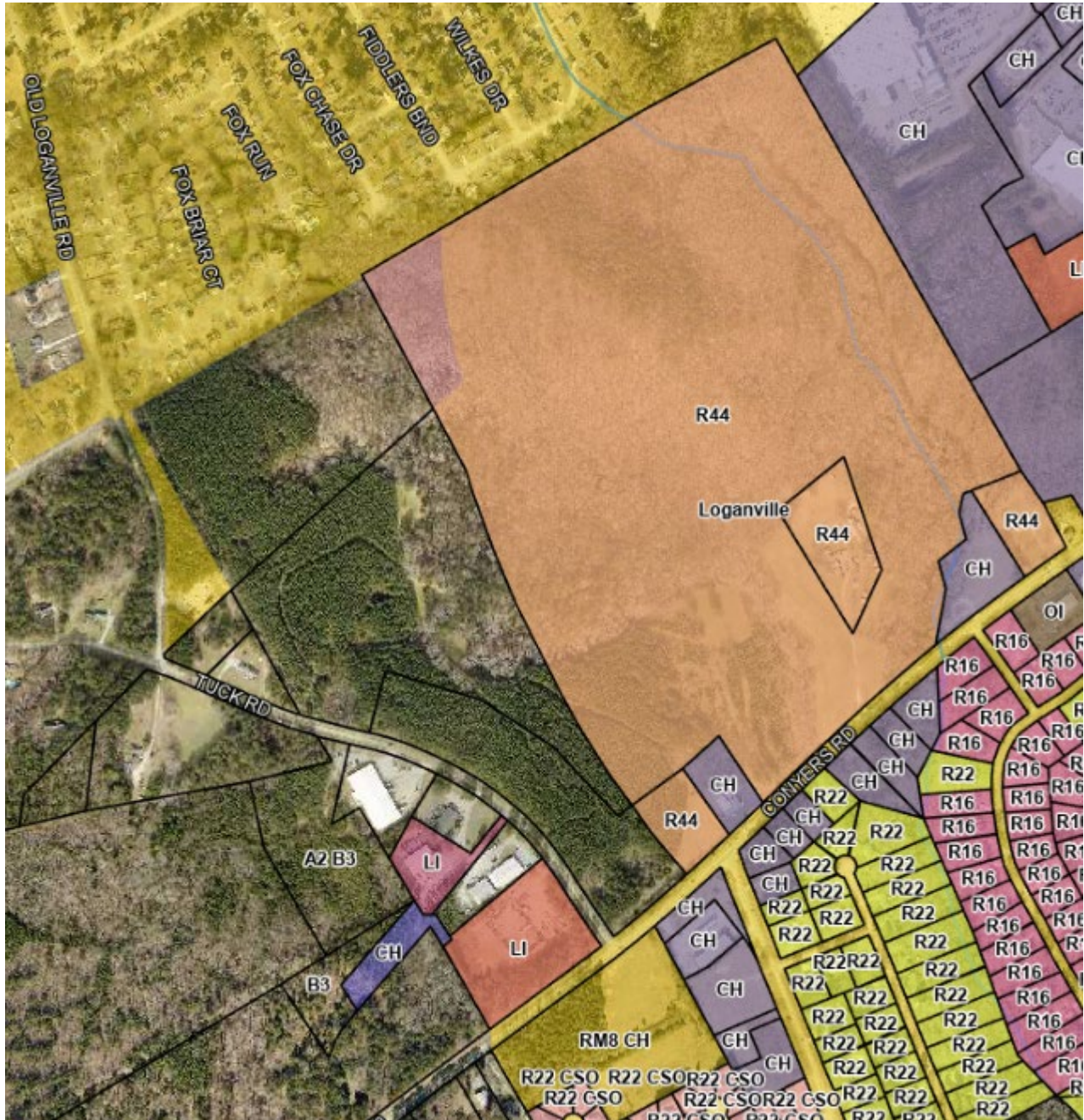
ZONING MAP



FUTURE LAND USE MAP



AREA ZONING





Applicant's Request

The applicant is seeking a variance from the PUV requirement to develop each of the three categories – commercial, single-family home, multi-family residential – in 25 percent increments. More specifically, the developer wants relief from the requirement that each of the three classifications is completed before building permits are issued for the next 25 percent of the development.

Existing Conditions

The proposed GDOT project re-aligning Tuck Road with Sharon Church Road and the expanding of Highway 20 will directly impact this project's ability to meet construction deadlines established by the ordinance.

Impact Analysis/Recommendation

What extraordinary or exceptional conditions due to size, shape or topography are present on the property in question that support the request for relief? None.

What other conditions are unique to the property and adversely affect its reasonable use or usability as currently zoned? The planned GDOT improvements in the area, and the continually moving timeline for construction to begin, could potentially have an impact on the ability of the developer to build out some of its commercial space.

How does the application of the requirements of the applicable ordinance to the property in question create an unnecessary hardship? There is no refuting that the GDOT improvements will likely have an impact on this project and its ability to build each of the three categories in the phased in approach. But the question that remains is why the project could not go ahead and develop the commercial properties that front Tuck Road that will not be impacted by the GDOT project? The applicant's comments about the market maturing are superficial and do not meet what should be considered a true hardship.

Would the requested relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the applicable ordinance? Granting relief would not have a substantial detriment to the public good but could be viewed as a way to get around a specific criterion established for this zoning: building concurrency. As mentioned above, the project could develop along Tuck Road which is outside the scope of work being done as part of the GDOT project.

Recommended action: The lack of a viable timeline for the GDOT project at the time that this application was filed does create a potential for hardship of the overall development of this project. Absent the concerns related to the GDOT project, the applicant's concerns seem to correlate more with economic viability rather than true hardship. While the applicant has suggested the willingness to create other timeline requirements, it is hard to see where these can



be shifted and still assuage concerns that led to the creation of the standards for project concurrency. The staff recommendation is for denial of this variance.

Planning Commission Recommended Conditions

The Planning Commission voted 6-0 to recommend denial of this variance request.

City Council Conditions



DATA APPENDIX

WATER

Is a water line adjacent to the property? If not, how far is the closest water line? No, water is not adjacent to the property. The closest water line is at the intersection of Tom Brooks Road and Tuck Road.

Size of the water line? 8 inches

Capacity of the water line? Unknown

Approximate water usage by proposed use? To be determined.

SEWER

Is a sewer line adjacent to the property? If not, how far is the closest sewer line? Yes, a sewer line is adjacent to the property.

Size of the sewer line? 8 inches that feeds into Highway 20 pump station

Capacity of the sewer line? Upgrade to the pump station will be required

Estimated waste generated by proposed development? To be determined.

DRAINAGE AND ENVIRONMENTAL CONCERNS

Does flood plain exist on the property? What percentage of the property is in a floodplain? Unknown.

What is the drainage basin for the property? Little Haynes Creek

Is there potential for the presence of wetlands as determined by the U.S. Environmental Protection Agency? If so, is the use compatible with the possible presence of wetlands? Unknown.

Do stream bank buffers exist on the parcel? Yes.

Are there other topographical concerns on the parcel? Unknown.

Are the storm water issues related to the application? No.



TRANSPORTATION

What is the road affected by the proposed change? What is the classification of the road?

Highway 20 (state route), Tuck Road (minor collector), Old Loganville Road (minor collector)

What is the traffic count for the road? No official traffic counts exist for the immediate area of this project. Nearby traffic counts include 8,000 cars per day on Old Loganville Road south of Chase Court and 10,800 on Highway 20 at Center Hill Church Road.

Estimated number of cars generated by the proposed development? Unknown.

Estimated number of trips generated by the proposed development? Unknown.

Do sidewalks exist in the area? There are some along Old Loganville Road but none along Tuck Road or Highway 20.

Transportation improvements in the area? If yes, what are they? GDOT plans to expand Highway 20 to four lanes, adding sidewalks along the state route, as well as realigning Tuck Road with Sharon Church Road for the installation of a roundabout.

EMERGENCY SERVICES

Nearest city fire station from the development? Station 18 @ 180 Old Loganville Road

Distance of the nearest station? 2 miles

Most likely station for 1st response? Station 18

Service burdens at the nearest city fire station (under, at, or above capacity) No service burdens to the fire department.



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: 3-8-24

Application # V24-014

APPLICATION FOR MAJOR VARIANCE

Form with sections: APPLICANT INFORMATION, PROPERTY OWNER INFORMATION*, CONTACT PERSON, PROPERTY INFORMATION, MAP & PARCEL #, PRESENT ZONING, ACREAGE, ADDRESS, COUNTY, Ordinance and Section from Which Relief is Sought, Description of Request.

You must attach: [] Application Fee [x] Legal Description [x] Plat of Property [x] Letter of Intent [x] Site Plan [x] Names/Addresses of Abutting Property Owners [x] Justification Analysis

Pre-Application Conference Date: _____

Accepted by Planning & Development: Sarah Black

DATE: 3/8/24

FEE PAID: \$500.00

CHECK # 45899 RECEIPT # 2016045 TAKEN BY: JB DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: [x] Approve [] Approve w/conditions [x] Deny [] No Recommendation

Commission Chairman: [Signature]

DATE: 6/27/24

CITY COUNCIL ACTION: [] Approved [] Approved w/conditions [] Denied [] Tabled to [] Referred Back to Planning Commission [] Withdrawn

Mayor

City Clerk

Date

PROPERTY OWNER LIST - REZONING

Name	Address	Parcel No.	County
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010A00	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG060010ADP	Walton
Tuck Family Farm, LLLP	1221 Dials Plantation Dr Statham, GA 3066	LG0600100DP	Walton
Stephens, Chad Tuck & Stephens, Sandra Pendley	P.O. Box 1058 Loganville, GA 30052	LG060009	Walton
CSAT Enterprises LLC	P.O. Box 1058 Loganville, GA 30052	LG060011	Walton

Application # V

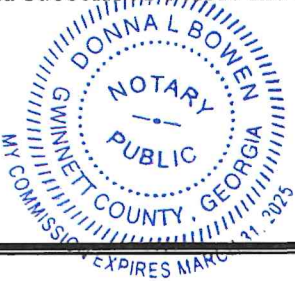
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

[Signature]
Applicant's Signature 3/7/24
Date

Shane Lanham, attorney for Applicant
Print Name and Title

Sworn to and subscribed before me this 7th day of March, 2024.

(Seal)  Donna L. Bowen
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) _____ the owner of record of property contained in this application, and/or
- b) _____ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Application # V

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Charles P. Richards CFO 03/07/2024
Applicant's Signature Date

CHARLES P. RICHARDS CFO
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)  *Tina Ulmer*
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

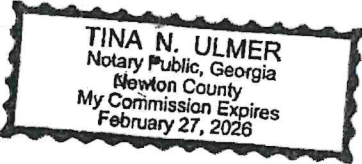
- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Sherry S. Grider 3-7-24
Owner's Signature Date

Sherry S. Grider, Managing Partner, Juck Family Farm LLP
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)  *Tina Ulmer*
Signature of Notary Public

Application # V

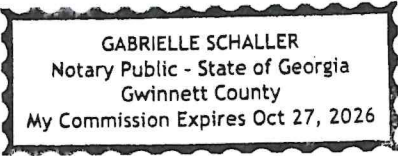
Owner's
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens 3-7-24
Applicant's Signature Date

Chad T. Stephens
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal)  Gabrielle Schaller
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

Application # V

Owner's

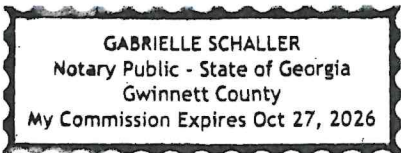
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Chad T. Stephens 3-7-24
Applicant's Signature Date

Chad T. Stephens Member
Print Name and Title

Sworn to and subscribed before me this 7 day of March, 2024.

(Seal) 

Gabrielle Schaller
Signature of Notary Public

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

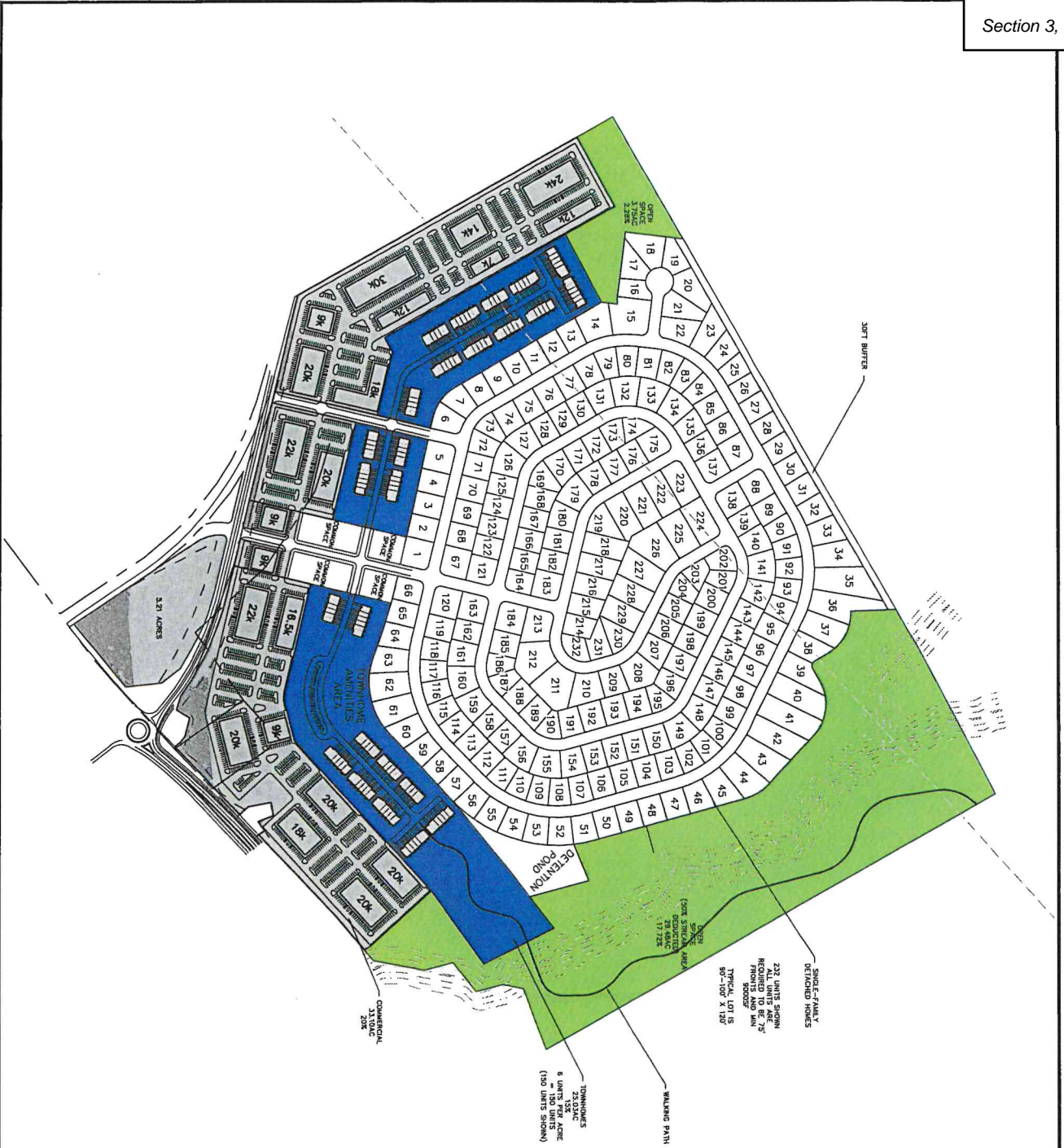
that all information contained in this application is complete and accurate to the best of their knowledge.

Owner's Signature Date

Print Name and Title

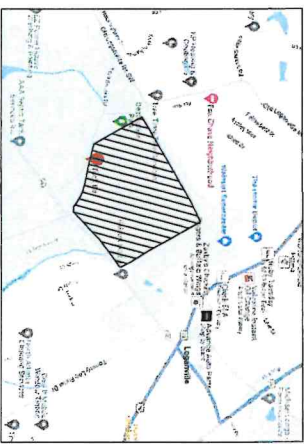
Sworn to and subscribed before me this _____ day of _____, 20____.

(Seal) _____
Signature of Notary Public

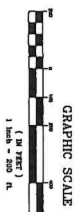


SINGLE-FAMILY DETACHED HOMES
232 UNITS SHOWN
REQUIRED TO BE 75'
FRONT AND 50'
TYPICAL LOT IS
90'-100' X 120'

TOWNHOMES
6 UNITS
355 SQUARE FEET
150 UNITS SHOWN



SITE LOCATION MAP



CAUTION

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOGANVILLE, GEORGIA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOGANVILLE, GEORGIA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOGANVILLE, GEORGIA.

DO NOT SURFACTILE SWIMMING

EXISTING TRACT	201.49 AC
QUIT PARCEL	9.09 AC
PROPOSED PD TRACT	192.40 AC
ZONING	
EXISTING ZONING	RA-200
PROPOSED ZONING	P.U.V.
CITY OF LOGANVILLE	
USE CALCULATIONS	
RESIDENTIAL R/W	16.44AC
DETENTION POND	3.22AC
STREAM AREA (50%)	5.87AC
PD USABLE AREA	166.87AC
SINGLE FAMILY HOMES	75.09AC
RES AMENITY AREA	20,000 S.F.
TOWNHOMES	25.03AC
COMMERCIAL	33.10AC
OPEN SPACE	33.65AC
COMMERCIAL SF REQ'D	10KSF*232/100 = 23,200SF
COMMERCIAL PROV.	333,500SF
SINGLE-FAMILY MAX	75.09AC *
SINGLE-FAMILY PROV	232 UNITS
TOWNHOME MAX	6 UNITS/AC
TOWNHOME PROV.	150 UNITS

TUCK FAMILY FARM
TUCK ROAD AT HWY 20
LOGANVILLE, GA

MOORE CIVIL
CONSULTANTS-DESIGN-ENGINEER
706.224.1425 ROBERT@MOORECIVIL.COM

C.200

ABUTTING PROPERTY OWNERS LIST

Name/Address	Parcel Number
GREEN CHRISTOPHER JAMES & GREEN MICHELLE YVONNE 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009B00
GREEN CHRISTOPHER J & GREEN MICHELLE Y 4565 TUCK ROAD LOGANVILLE, GA 30052	C0040009D00
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060008
JTV INVESTMENT GROUP LLC PO BOX 235 LOGANVILLE, GA 30052	LG060007
1618 LAND HOLDINGS LLC 1550 NORTH BROWN RD SUITE 130 LAWRENCEVILLE, GA 30043	LG060005
WAL-MART REAL ESTATE BUSINESS TRUST %RE PROPERTY TAX DEPT PO BOX 8050 MS 0555 BENTONVILLE, AR 727160555	LG040001
WAL-MART REAL ESTATE BUSINESS PO BOX 8050 BENTONVILLE AR 72716-8055	R5160 001
EPIC ENDEAVORS REAL ESTATE LLC 4560 TRUMBLE TER SNELLVILLE GA 30039	R5160 258
MARTINEZ ANA MARINA 4411 FIDDLERS BND LOGANVILLE GA 30052	R5129 191
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 190
CANALES JOSE G 4391 FIDDLERS BND LOGANVILLE GA 30052	R5129 189
SWH 2017-1 BORROWER LP PO BOX 803467 DALLAS TX 75380	R5129 188

FYR SFR BORROWER LLC PO BOX 4090 SCOTTSDALE AZ 85261	R5129 187
BTR SCATTERED SITE OWNER LLC 5001 PLAZA ON THE LK STE 200 AUSTIN TX 78746	R5129 186
POLMAN SHARON 4351 FIDDLERS BND LOGANVILLE GA 30052	R5129 185
CAULDER REX A & LINDA S 4341 FIDDLERS BND LOGANVILLE GA 30052	R5129 184
CALDERON ISABELLA RINADA 4331 FIDDLERS BND LOGANVILLE GA 30052	R5129 183
BUSTAMANTE LUIS HERRERA MONCADA MARTHA J. AQUIRRE 4310 FOX CHASE DR LOGANVILLE GA 30052	R5129 175
FELDER KATHLEEN 4325 FOX CHASE DR LOGANVILLE GA 30052	R5129 174
TAMAYO HECTOR A PEREZ IRLINY TEJEDA 4315 FOX CHASE DR LOGANVILLE GA 30052	R5129 173
MORRIS THUYTIEN MORRIS BRUCE 293 FOX RUN LOGANVILLE GA 30052	R5129 297
BURKE DAVID W BURKE KAREN 177 FOX RUN LOGANVILLE GA 30052	R5129 331
ROBERTSON DARRYL B Jr ROBERTSON LACINDA MICHELLE 179 FOX RUN LOGANVILLE GA 30052	R5129 332
IJITIMEHIN CHERLYN M IJITIMEHIN OLARINDE 181 FOX RUN LOGANVILLE GA 30052	R5129 333
HUMANS ANGELA V 183 FOX RUN LOGANVILLE GA 30052	R5129 334

DEPIETRO CLAUDIO DEPIETRO SANDRA S 185 FOX RUN LOGANVILLE GA 30052	R5129 335
JONES KIM R WILSON TONISHA 187 FOX RUN LOGANVILLE GA 30052	R5129 336
VALDEZ JENNY ZAVALETA MARTHA ROJAS 189 FOX RUN LOGANVILLE GA 30052	R5129 337
COLGATE JAMES A ETAL 191 FOX RUN LOGANVILLE GA 30052	R5129 338
WASHINGTON JAPRITA MATICE WASHINGTON ALFONSO 195 FOX RUN LOGANVILLE GA 30052	R5129 339
HOPKINS JAN LISA 199 FOX RUN LOGANVILLE GA 30052	R5129 340
CITY OF LOGANVILLE 4385 PECAN ST LOGANVILLE GA 30052	R4216 024

Application # **V** _____

APPLICANT'S RESPONSES TO EVALUATION CRITERIA (Zoning Variance)

In the space provided or in a separate attachment, provide responses to the following questions:

- 1. What extraordinary or exceptional conditions due to size, shape or topography are present on the property in question that support the request for relief?**

Please see attached.

- 2. What other conditions are unique to the property and adversely affect its reasonable use or usability as currently zoned?**
- 3. How does the application of the requirements of the applicable ordinance to the property in question create an unnecessary hardship?**
- 4. Would the requested relief, if granted cause substantial detriment to the public good or impair the purpose and intent of the applicable ordinance?**
- 5. Does the relief requested grant a use of land or building or structure that is otherwise prohibited by the applicable ordinance?**

APPLICANT’S RESPONSES TO EVALUATION CRITERIA (Zoning Variance)

1. What extraordinary or exceptional conditions due to size, shape or topography are present on the property in question that support the request for relief?

The subject property is exceptionally large and has significant topography. A creek runs along the easterly property boundary line, which also presents challenges for the development of the property and construction of buildings. Moreover, the proposed GDOT project to align Tuck Road with Sharon Church Road and construction of a roundabout provide significant challenges relative to the timing of construction. Forcing development of the commercial component of the mixed-use development to occur before planning and/or construction of such major road improvements would create an unnecessary hardship on the Applicant and the property owner. Moreover, as evidenced by commercially-zoned, but vacant properties in the area, commercial development relies on residential critical mass to be successful. Prematurely constructing commercial uses before a stable market is present would result in unnecessary risk and cost to the Applicant and property owner. Moreover, artificially restraining residential development would prolong the development timeline and unnecessarily expose the project to market risks. On the other hand, allowing the development to proceed according to timelines dictated by the free market would allow the natural development of the project while also increasing the attractiveness of the commercial component as residential units come online and establish a built-in customer base.

2. What other conditions are unique to the property and adversely affect its reasonable use or usability as currently zoned?

The Applicant is not seeking relief from the prescribed land use mix as set forth in the Ordinance. Rather, the Applicant is merely seeking flexibility from the timing of construction. The Applicant would welcome the opportunity to establish certain other development requirements and conditions of approval to safeguard the surrounding community and ensure the timely construction of the project.

3. How does the application of the requirements of the applicable ordinance to the property in question create an unnecessary hardship?

The application of the ordinance to the subject property creates unnecessary hardship by forcing an unnecessary and artificial development timeline. Prematurely forcing construction of commercial components before the market has matured undermines the stability of the greater development. Moreover, the unpredictable GDOT timeline impacts the attractiveness of the commercial component to end users.

4. Would the requested relief, if granted cause substantial detriment to the public good or impair the purpose and intent of the applicable ordinance?

No. To the contrary, granting the requested relief would reduce the risks of a failed development and would provide a benefit to the public good without impairing the purpose and intent of the applicable ordinance.

5. Does the relief requested grant a use of land or building or structure that is otherwise prohibited by the applicable ordinance?

No. The Applicant is not requesting to alter the required land use mix or to allow a use of land or building or structure that is otherwise prohibited by the applicable ordinance. Rather, the requested relief relates only to the timing of construction for land uses that are otherwise allowed by the ordinance.

***** Legal Description *****

All that certain tract or parcel of land, lying and being in Land Land 187 in the 4th District of Gwinnett County, Georgia, also being in 417th G.M.D. of Walton County, Georgia being partially in the City of Loganville containing 201.376 acres and being more fully described as follows:

Beginning at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;
Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 286.04' to a Point;
Thence N 34°20'52" W a distance of 118.18' to a Point;
Thence N 37°49'15" W a distance of 88.43' to a Point;
Thence N 40°30'54" W a distance of 53.72' to a Point;
Thence N 43°33'55" W a distance of 44.86' to a Point;
Thence N 45°34'10" W a distance of 50.92' to a Point;
Thence N 48°44'24" W a distance of 29.83' to a Point;
Thence N 49°17'45" W a distance of 30.39' to a Point;
Thence N 50°52'14" W a distance of 59.25' to a Point;
Thence N 53°13'13" W a distance of 88.83' to a Point;
Thence N 57°25'45" W a distance of 81.86' to a Point;
Thence N 60°57'34" W a distance of 106.61' to a Point;
Thence N 64°04'09" W a distance of 71.10' to a Point;
Thence N 65°54'41" W a distance of 67.48' to a Point;
Thence N 67°46'51" W a distance of 98.69' to a Point;
Thence N 71°07'45" W a distance of 46.85' to a Point;
Thence N 74°41'11" W a distance of 62.13' to a Point;
Thence N 75°57'11" W a distance of 211.32' to a Point;
Thence N 75°59'01" W a distance of 67.61' to a Point;
Thence N 75°12'02" W a distance of 51.85' to a Point;
Thence N 73°57'56" W a distance of 36.70' to an IPF;
Thence leaving said Right-of-Way N 29°24'16" W a distance of 645.20' to a Point;
Thence N 29°24'16" W a distance of 936.07' to a Point;
Thence N 59°49'12" E a distance of 634.10' to an IPF;
Thence N 59°37'56" E a distance of 100.02' to an IPF;
Thence N 59°54'04" E a distance of 347.74' to an IPF;
Thence N 59°46'07" E a distance of 185.38' to an IPF;
Thence N 60°17'42" E a distance of 1406.99' to a Point;
Thence N 61°35'20" E a distance of 680.28' to an IPF;
Thence S 29°26'20" E a distance of 1103.43' to an IPF;
Thence S 29°25'59" E a distance of 660.01' to an IPF;
Thence S 29°53'39" E a distance of 474.15' to a Point in the centerline of creek;
Thence along said centerline of creek S 63°24'16" W a distance of 141.13' to a Point;
Thence N 72°18'08" W a distance of 24.03' to a Point;
Thence S 28°13'12" W a distance of 11.41' to a Point;

Thence S 74°19'31" W a distance of 15.83' to a Point;
Thence N 74°51'49" W a distance of 8.68' to a Point;
Thence N 32°37'40" W a distance of 16.39' to a Point;
Thence S 89°31'15" W a distance of 14.08' to a Point;
Thence N 87°57'38" W a distance of 10.17' to a Point;
Thence S 86°26'17" W a distance of 41.00' to a Point;
Thence S 77°33'48" W a distance of 5.21' to a Point;
Thence S 09°52'21" W a distance of 19.06' to a Point;
Thence S 08°28'09" W a distance of 35.33' to a Point;
Thence S 33°04'51" E a distance of 16.99' to a Point;
Thence S 09°36'40" E a distance of 21.74' to a Point;
Thence S 74°01'58" W a distance of 25.01' to a Point;
Thence S 07°03'34" W a distance of 20.14' to a Point;
Thence S 38°47'34" W a distance of 16.52' to a Point;
Thence S 25°21'37" E a distance of 38.69' to a Point;
Thence S 39°19'43" E a distance of 31.34' to a Point;
Thence S 06°18'24" E a distance of 27.60' to a Point;
Thence S 40°13'36" W a distance of 38.09' to a Point;
Thence S 48°59'18" W a distance of 80.30' to a Point;
Thence S 80°00'00" W a distance of 57.67' to a Point;
Thence S 42°51'22" W a distance of 22.27' to a Point;
Thence S 24°46'13" E a distance of 68.30' to a Point;
Thence S 17°08'22" E a distance of 108.56' to a Point;
Thence S 35°15'33" E a distance of 30.52' to a Point;
Thence S 40°44'31" W a distance of 51.28' to a Point;
Thence S 64°31'43" W a distance of 35.70' to a Point;
Thence S 01°26'06" W a distance of 29.16' to a Point;
Thence S 04°56'23" E a distance of 41.60' to a Point;
Thence S 03°45'26" W a distance of 58.16' to a Point at the intersection of the centerline of creek and the northern Right-of-Way of Georgia Highway #20;
Thence along said Right-of-Way S 50°22'30" W a distance of 23.62' to a Point;
Thence S 49°12'47" W a distance of 51.16' to a Point;
Thence S 48°33'09" W a distance of 105.67' to a Point;
Thence S 47°10'43" W a distance of 175.36' to a Point;
Thence S 46°31'43" W a distance of 191.40' to a Point;
Thence S 46°15'11" W a distance of 343.08' to a Point;
Thence S 45°37'12" W a distance of 451.87' to a Point;
Thence S 48°28'15" W a distance of 359.08' to a Point;
Thence S 49°11'16" W a distance of 94.58' to a Point;
Thence S 50°29'06" W a distance of 73.73' to a Point;
Thence S 51°53'40" W a distance of 87.99' to the Point of Beginning.

Matthew P. Benson
Catherine W. Davidson
Gerald Davidson, Jr.*
Brian T. Easley
Rebecca B. Gober
Christopher D. Holbrook
Shane M. Lanham
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*Of Counsel

**COMBINED LETTER OF INTENT FOR ANNEXATION, REZONING, AND
CONCURRENT VARIANCE APPLICATIONS OF
GREEN RIVER BUILDERS, INC.**

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and the attached annexation, rezoning, and concurrent variance applications (the “Applications”) on behalf of Green River Builders, Inc. (the “Applicant”), relative to a proposed mixed-use development on an approximately 201.376-acre tract of land (the “Property”) located at the intersection of Tuck Road at Conyers Road (State Route 20). The Property straddles the Gwinnett and Walton County line and includes portions that are within the municipal boundary of the City of Loganville as well as unincorporated portions. The Property is currently zoned A2, R-44, and CH and also includes a portion in Gwinnett County that appears to be unzoned according to Gwinnett County’s official zoning map.

The proposed development would include a mix of land uses including single-family detached homes, single-family attached townhomes, commercial/retail/office, and open space. Two central boulevards provide access to the Property off of Tuck Road. The eastern boulevard would proceed through the commercial component into an area designated for common area which could accommodate a plaza, town green, or other gathering space. The commercial component is focused along the exterior right-of-way of Tuck Road and Highway 20 with building facades pushed up towards the road with the majority of parking to the sides or rear of the commercial buildings. This design will enhance the aesthetics of those roadways and contribute to the neighborhood village concept encouraged by the PUV zoning classification. The proposed townhome component would provide a transition between the commercial and single-family detached components. The proposed single-family detached component is located internal to the

Property with convenient access to open space areas and the proposed commercial areas. An internal sidewalk network and trails would provide walkability for residents and visitors with a potential trail connection to adjacent commercial uses which front on Highway 78. The proposed open space is provided in two main areas. The larger open space area is located in the northeastern portion of the site along an existing creek. This area would remain mostly natural and would provide passive recreational opportunities for residents. A smaller, +/-3.75-acre open space area is provided in the western corner of the Property adjacent to the City's Destination Park.

The proposed mixed-use development is designed to activate the existing node at the intersection of Tuck Road and Highway 20 while providing an appropriate transition to single-family detached homes to the north. The proposed development would also enhance the walkability of the surrounding area by creating opportunities for people to live, work, and play within walking distance of downtown Loganville. The proposed development is compatible with existing land uses and zoning classifications of the surrounding area, is in line with the policy and intent of the Comprehensive Plan, and is an appropriate land use due to the Property's location on and in close proximity to major transportation corridors. The surrounding area is characterized by a mix of zoning classifications and land uses including commercial, office, industrial, and residential. In fact, the Property lies in between two developed nodes—Tuck Road at Highway 20 and Highway 20 at Highway 78. To the east, the Property is located adjacent to land zoned CH including the Walmart as well as a large undeveloped commercial tract. To the west across Tuck Road are existing heavy commercial and/or industrial uses including land in the City zoned LI (Light Industrial) and CH (Commercial Highway). The proposed mixed-use development continues the existing development pattern of commercial uses along major corridors and then provides an appropriate internal transition. Moving north away from Highway 20, the proposed land uses step down from commercial, to townhomes and then to detached homes. The proposed development would also include a 30-foot wide buffer adjacent to the Foxbury Commons and Fox Chase subdivisions.

In order to develop the Property as depicted on the site plan, the Applicant also requests the relief from the Loganville Zoning Ordinance building permit concurrency requirements. As described in the Applicant's Responses to the Variance Evaluation Criteria, the concurrency requirements, as set forth in the Zoning Ordinance, would create an unnecessary hardship on the Property owner and Applicant. The subject property is exceptionally large and has significant

topography. A creek runs along the easterly property boundary line, which also presents challenges for the development of the property and construction of buildings. Moreover, the proposed GDOT project to align Tuck Road with Sharon Church Road and construction of a roundabout provide significant challenges relative to the timing of construction. Forcing development of the commercial component of the mixed-use development to occur before planning and/or construction of such major road improvements would create an unnecessary hardship on the Applicant and the property owner. Moreover, as evidenced by commercially-zoned, but vacant properties in the area, commercial development relies on residential critical mass to be successful. Prematurely constructing commercial uses before a stable market is present would result in unnecessary risk and cost to the Applicant and property owner. Moreover, artificially restraining residential development would prolong the development timeline and unnecessarily expose the project to market risks. On the other hand, allowing the development to proceed according to timelines dictated by the free market would allow the natural development of the project while also increasing the attractiveness of the commercial component as residential units come online and establish a built-in customer base.

The proposed development is compatible with surrounding zoning classifications and land uses, is inline with the land use policy of the Comprehensive Plan, and would provide a vibrant, attractive mixed-use development along a major transportation corridor. The Applicant welcomes the opportunity to meet with staff of the City of Loganville Department of Planning and Development to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of the Application.

Respectfully submitted this 8th day of March, 2024.

MAHAFFEY PICKENS TUCKER, LLP

Shane Lanham

Shane M. Lanham
Attorneys for the Applicant

***** Legal Description *****

All that certain tract or parcel of land, lying and being in the 417th G.M.D. of Walton County, Georgia being partially in the City of Loganville containing 160.212 acres and being more fully described as follows:

Beginning at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;
Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 286.04' to a Point;
Thence N 34°20'52" W a distance of 118.18' to a Point;
Thence N 37°49'15" W a distance of 88.43' to a Point;
Thence N 40°30'54" W a distance of 53.72' to a Point;
Thence N 43°33'55" W a distance of 44.86' to a Point;
Thence N 45°34'10" W a distance of 50.92' to a Point;
Thence N 48°44'24" W a distance of 29.83' to a Point;
Thence N 49°17'45" W a distance of 30.39' to a Point;
Thence N 50°52'14" W a distance of 59.25' to a Point;
Thence N 53°13'13" W a distance of 88.83' to a Point;
Thence N 57°25'45" W a distance of 81.86' to a Point;
Thence N 60°57'34" W a distance of 106.61' to a Point;
Thence N 64°04'09" W a distance of 71.10' to a Point;
Thence N 65°54'41" W a distance of 67.48' to a Point;
Thence N 67°46'51" W a distance of 98.69' to a Point;
Thence N 71°07'45" W a distance of 46.85' to a Point;
Thence N 74°41'11" W a distance of 62.13' to a Point;
Thence N 75°57'11" W a distance of 211.32' to a Point;
Thence N 75°59'01" W a distance of 67.61' to a Point;
Thence N 75°12'02" W a distance of 51.85' to a Point;
Thence N 73°57'56" W a distance of 36.70' to an IPF;
Thence leaving said Right-of-Way N 29°24'16" W a distance of 645.20' to a Point;
Thence N 46°37'26" E a distance of 3456.60' to a Point;
Thence S 29°26'20" E a distance of 989.18' to an IPF;
Thence S 29°25'59" E a distance of 660.01' to an IPF;
Thence S 29°53'39" E a distance of 474.15' to a Point in the centerline of creek;
Thence along said centerline of creek S 63°24'16" W a distance of 141.13' to a Point;
Thence N 72°18'08" W a distance of 24.03' to a Point;
Thence S 28°13'12" W a distance of 11.41' to a Point;
Thence S 74°19'31" W a distance of 15.83' to a Point;
Thence N 74°51'49" W a distance of 8.68' to a Point;
Thence N 32°37'40" W a distance of 16.39' to a Point;
Thence S 89°31'15" W a distance of 14.08' to a Point;
Thence N 87°57'38" W a distance of 10.17' to a Point;
Thence S 86°26'17" W a distance of 41.00' to a Point;
Thence S 77°33'48" W a distance of 5.21' to a Point;

Thence S 09°52'21" W a distance of 19.06' to a Point;
Thence S 08°28'09" W a distance of 35.33' to a Point;
Thence S 33°04'51" E a distance of 16.99' to a Point;
Thence S 09°36'40" E a distance of 21.74' to a Point;
Thence S 74°01'58" W a distance of 25.01' to a Point;
Thence S 07°03'34" W a distance of 20.14' to a Point;
Thence S 38°47'34" W a distance of 16.52' to a Point;
Thence S 25°21'37" E a distance of 38.69' to a Point;
Thence S 39°19'43" E a distance of 31.34' to a Point;
Thence S 06°18'24" E a distance of 27.60' to a Point;
Thence S 40°13'36" W a distance of 38.09' to a Point;
Thence S 48°59'18" W a distance of 80.30' to a Point;
Thence S 80°00'00" W a distance of 57.67' to a Point;
Thence S 42°51'22" W a distance of 22.27' to a Point;
Thence S 24°46'13" E a distance of 68.30' to a Point;
Thence S 17°08'22" E a distance of 108.56' to a Point;
Thence S 35°15'33" E a distance of 30.52' to a Point;
Thence S 40°44'31" W a distance of 51.28' to a Point;
Thence S 64°31'43" W a distance of 35.70' to a Point;
Thence S 01°26'06" W a distance of 29.16' to a Point;
Thence S 04°56'23" E a distance of 41.60' to a Point;
Thence S 03°45'26" W a distance of 58.16' to a Point at the intersection of the centerline of creek and the northern Right-of-Way of Georgia Highway #20;
Thence along said Right-of-Way S 50°22'30" W a distance of 23.62' to a Point;
Thence S 49°12'47" W a distance of 51.16' to a Point;
Thence S 48°33'09" W a distance of 105.67' to a Point;
Thence S 47°10'43" W a distance of 175.36' to a Point;
Thence S 46°31'43" W a distance of 191.40' to a Point;
Thence S 46°15'11" W a distance of 343.08' to a Point;
Thence S 45°37'12" W a distance of 451.87' to a Point;
Thence S 48°28'15" W a distance of 359.08' to a Point;
Thence S 49°11'16" W a distance of 94.58' to a Point;
Thence S 50°29'06" W a distance of 73.73' to a Point;
Thence S 51°53'40" W a distance of 87.99' to the Point of Beginning.

Resolution No _____

A RESOLUTION OF THE CITY OF LOGANVILLE, GEORGIA, TO ENCOURAGE APPROPRIATE BUILDING FORM AND SITE DESIGN WITHIN MAIN STREET OVERLAY DISTRICT IN THE CITY OF LOGANVILLE, GEORGIA

WHEREAS, the City of Loganville, Georgia (the “City”) has been vested with substantial power to regulate the use of property within the City for the purposes of maintaining the health, morals, safety, security, peace, and general welfare of the City; and,

WHEREAS, the City has in its Zoning Ordinance identified a Main Street Overlay District in Section 119-250 of the Zoning Ordinance; and,

WHEREAS, this Main Street Overlay District is intended to encourage and accommodate high-quality, pedestrian oriented, unified design and combinations of retail, office, institutional, cultural, public and residential uses and facilities in accordance with an approved master plan. Further, the district allows for flexibility and encourages creative, efficient and aesthetically desirable design and placement of buildings, open spaces, circulation patterns and parking facilities in order to best utilize special site features of topography, size or shape and to build upon downtown Loganville's strength, enhance its small town character, create a vibrant live, work, shop and play environment, and make a vibrant Main Street featuring restored and new buildings filled with unique shops, restaurants, offices and upper-story lofts that complements the historic core of the City; and,

WHEREAS, Jeff Speck, a renowned urban planner and author of Walkable City, has developed 7 rules of a successful downtown that provide guidance on how to properly build and design downtown areas and their properties; and,

WHEREAS, those 7 rules can be ‘customized’ to address any given municipalities’ needs; and,

WHEREAS, the City can use these 7 rules as guidance for the future redevelopment and revitalization of the City’s downtown core;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Loganville do hereby adopt the following resolution:

All proposed projects that are located in the Main Street Overlay District should be reviewed by City staff in light of the following urban design criteria:

1. *Surface Parking Kills Vitality:* No surface parking lots should be placed between the building’s edge and the sidewalk. Only slanted or parallel spaces alongside roadways should be permitted for on-street parking.
2. *Dead walls create dead sidewalks:* Surface lots should be screened by habitable edges such as buildings, with a minimum 20 foot depth of greenery with shade producing trees, or parks/living/breathing outdoor space.
3. *Sidewalks need buildings near them:* All buildings should place their facades within 12 feet of the sidewalk edge. If retail or mixed use buildings, any setbacks should be paved to match the sidewalk. If residential then setbacks should be a maximum of 20 feet with 12 feet being sidewalk from curb

leaving up to 8 ft for greenery, stoops, patios, and other construction, with the exception that no walls or fences shall exceed 3 feet in height. Exceptions may be granted for public or semi-public plazas, or courtyards. Exceptions may also be granted if mature trees are present making longer set backs more workable to keep the tree in downtown.

- 4. *Curb cuts endanger people walking:* Curb cuts are highly discouraged for any buildings off main collectors including Main Street. Where curb cuts are allowed for rear entry loading of residential and for screened parking areas off collector streets, curb cuts should be no more than 2 lanes in number.
- 5. *Front doors are essential:* Buildings with sidewalk facades and rear (or side) parking should place a primary entrance on the frontage off the sidewalk.
- 6. *Residences against sidewalks need height:* Single residences including cottages, and row/town homes should have a ground floor elevation of at least 2 feet if alongside a sidewalk in the downtown. Ground-floor residential units are encouraged to have front porches, stoops, or patio.
- 7. *Urban Buildings need friendly faces:* Facades fronting sidewalks should be no less than 18 feet tall and have regularly spaced door and window openings on every story, with at least one opening in every 10 linear feet of wall, with a rare exception granted for architectural features. The wall to window ratio should not exceed 75 percent. It is encouraged to blend into the urban fabric as best as possible, with the exception being only to create exceptional architecture.

SO RESOLVED this 10th day of October, 2024.

CITY OF LOGANVILLE, GEORGIA

Approved: _____

Skip Baliles, Mayor

Attest: _____

Danny Roberts, City Manager

RESOLUTION

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Loganville, wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Loganville, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * Serve Others, Not Ourselves
- * Use Resources With Efficiency and Economy
- * Treat All People Fairly
- * Use The Power of Our Position For The Well Being Of Our Constituents
- * Create An Environment Of Honesty, Openness And Integrity

RESOLVED this 10th day of October, 2024.

Mayor Skip Baliles

Council Member Bill DuVall

Council Member Anne Huntsinger

Council Member Melanie Long

Council Member Lisa Newberry

Council Member Branden Whitfield

Council Member Patti Wolfe

ATTEST:

Note: A copy of the approved resolution and ordinance by cities who desire to participate in the GMA "Certified City of Ethics" program should be submitted to GMA, Attention: Legal Department, 201 Pryor Street, SW, Atlanta, Georgia 30303

Loganville Ethics Commission as of July 18, 2023

September 8, 2022 a panel of 9 was establish to serve a two-year term. Below are the following members:

<i>Post</i>	<i>Name</i>	<i>Terms</i>	<i>Appointee</i>
1	Richard Arnold	10/2022 – 10/2024	Mayor
2	Penny Martin	10/2022 – 10/2024	Jay Boland
3	Nancy Curry	10/2022 – 10/2024	Branden Whitfield
4	Brian Hobbs	10/2022 – 10/2024	Anne Huntsinger
5	Shenia Rivers Devine	10/2022 – 10/2024	Melanie Long
6	Tom Follrath	10/2022 – 10/2024	Bill DuVall
7	Danny Ford	10/2022 – 10/2024	Mayor
8	Tommye	10/2022 – 10/2024	Mayor
9	Kay Griffin	10/2022 – 10/2024	Linda Dodd