



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

**Council Meeting
Agenda
March 8, 2021 6:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, MARCH 8, 2021 6:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney

ZOOM INFORMATION-

<https://us02web.zoom.us/j/82836070083?pwd=SGdLWTVoNWZCQWNFbTgxakl4SUNaQT09>
Passcode: 735164

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES FOR THE FOLLOWING MEETINGS: 1/11/2021, 1/15/2021 and 1/26/2021

- 1 1/11/2021 Draft Minutes
- 2 1/15/2021 Draft Minutes
- 3 1/26/2021 Draft Minutes

CEREMONIAL- Proclamation – Women’s History Month 2021

PUBLIC COMMENTS-All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

PUBLIC HEARING

- 4 Council Consideration to approve the Final Adoption of the 2020-2025 Short-Term Work Program & Capital Improvement Element (STWP/CIE) - Presented by: Randy Knighton
 - 5 Council Consideration to approve Rezoning Case #RZ-2020-02
Applicant Neil Koelbl requests the rezoning of certain property from RA (Residential-Agricultural District) to R-3 (Single-Family Residential District) to allow for the development of a single-family residential subdivision. The property is located in Land Lot 29 of District 7 within the Stockbridge City Limits, along the southeast corner of Brannan Road and North Salem Drive. It contains 73.71 total acres, which previously consisted of five parcels. The Planning Commission approved the recombination of the five parcels to form just one parcel at its last meeting on December 17, 2020. This occurred via Recombination Plat Case #RC-2020-03, which had the same applicant as this rezoning case. For the record, the parcels were as follows:
 - 732 Brannan Road—Parcel #088-02049000
 - 664 Brannan Road—Parcel #088-02050000
 - 618 Brannan Road—Parcel #088-02051000
 - Large parcel on Brannan Road—Parcel #088-02049005
 - Small parcel on North Salem Drive—Parcel #088-02045000
- Presented by: Linda Logan

NEW BUSINESS

- 6 Council Consideration to approve the Main Street Program Mural Project
- Presented by: Kira Harris- Braggs, Anika Potts, Main Street Advisory Board Chair, J. Christian, Mural Artist
- 7 Council Consideration to approve Georgia Power Lighting Agreement for the Amphitheater Project
Funding Source: General Fund and Fund Balance - Presented by: Randy Knighton
- 8 Council Consideration to approve Bond Interest Rates, Fees and Distributions -
Presented by: Randy Knighton, Ed Wall- Financial Advisor, Doug Selby- Bond Counsel, Quinton Washington- City Attorney

MAYOR'S COMMENTS (Mayor Anthony Ford)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS- UPCOMING MEETINGS & ANNOUNCEMENTS Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates. • **City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month.** • **Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month** • **Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month** • **Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month** • **Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month** • **City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted.**

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



COUNCIL MEETING SUMMARY MINUTES

MONDAY, JANUARY 11, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Michael Williams, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Randy Knighton.

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present for the roll call.

Councilman Alexander motioned to amend the Agenda to reverse Item #5 & 6: Second by Mayor Pro Tem Thomas. The motion passed 4-1 (Councilman Blount opposed).

Councilman Blount motioned to hear all appointments following Executive Session; second by Councilwoman Gantt. The motion failed 2-3 (Councilman Alexander, Councilwoman Barber, Mayor Pro Tem Thomas opposed.)

Ceremonial:

Mayor Ford presented the following proclamations:

Martin Luther King, Sr. "Daddy King" Birthday

Proclamation - Martin Luther King, Jr. Holiday

Both proclamations were presented to Pastor Erik Vance of Floyd Baptist Church, Stockbridge, GA

Pastor Vance thanked the City for the proclamations noting ironically, he was the 2019 winner of the Martin Luther King Sr. Award, one of the highest honors given by the Morehouse School of Religion; referenced the history of the Church and looks forward to a great partnership here in the Stockbridge community.

DDA Service Awards

Mayor Ford thanked former Downtown Development Authority members for their volunteer service and presented service awards to Calvin Gleaton, Rodney Hornes, Aneta Lee and Renee Shaw (not present).

Ms. Lee noted it was an honor to serve in her capacity on the DDA and looks forward to other opportunities to serve as well.

Mr. Hornes thanked the City for the opportunity to serve and looks to become more involved in the future.

Councilman Alexander motioned to adopt of the Minutes for the following meeting: second by Councilwoman Barber. The motion passed 5-0.

1. 11/09/2020
2. 11/24/2020

PUBLIC COMMENTS

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NEW BUSINESS

3. Appointment and Oath of Municipal Court Judge
Councilman Blount motioned to appoint Matthew McCord as Municipal Court Judge: Second by Mayor Pro Tem Thomas. The motion passed 5-0. Mayor Ford issued the Oath of Office to Judge Matthew McCord who stated it is a privilege to serve and welcomes anyone to visit the court, once re-opened, noting the closure due to the pandemic.
4. Appointment and Oath of Municipal Court Solicitor
Councilman Blount motioned to appoint Julie Kert as Municipal Court Solicitor: Second by Councilwoman Gannt. The motion passed 5-0. Mayor Ford issued the Oath of Office to Solicitor Julie Kert who thanked the Mayor & Council for the appointment, noting she is available by email for any questions, policies, or matters pending before the Court.
5. Appointment of the Mayor Pro Tem and create a policy for rotation.
Councilman Alexander noted each member of the Council had served in the capacity of Mayor Pro Tem, with the Mayor serving twice, and the exception being Councilwoman Barber, and himself, and motioned to appoint Councilman Elton Alexander to serve as Mayor Pro Tem for the year 2021 and to create a policy to rotate the position allowing all members to serve.

Mayor Ford asked for a legal opinion if a member could self-appoint.

Attorney Williams confirmed there is no rule that prohibits the action.

Councilman Alexander motioned to appoint himself as Mayor Pro Tem for the year 2021: Second by Councilwoman Barber. The motion passed 3-0-2 (Councilman Blount, Councilwoman Gantt abstained).

6. Appointment of the City Attorney

Motion by consensus not to renew the City Attorney's contract, thanked Mr. Williams for his service to the City; noted the City was moving in a new direction and to issue a 30-day notice; tasked the City Manager with providing details to Mr. Williams and the overseeing the transition with the option to bring the position in-house.

Councilwoman Gantt noted she had not been consulted on the action as presented and referenced several actions all year where there was a 3-2 vote, calling the actions both unprofessional, and disrespectful, and needed to stop.

Councilman Blount echoed the comments from Councilwoman Gantt; noted for the record a statement made by Mayor Pro Tem Alexander where he had *consulted with his colleagues* did not include him and called the 3-2 votes a power move and lacking transparency.

Councilman Thomas noted he has had several discussions with all members of the Council noting the 3-2 votes of the Council are not new and while he will refrain from naming members, he reminded the Council of the history of past meetings over the years will confirm prior 3-2 votes.

Councilwoman Barber stated her decisions are based on facts and information; noted she has watched the 3-2 votes of the Council for years prior to her being in office; and noted there is no power move here, but rather her actions are always made in the best interest of the City.

Councilman Alexander called for the vote.

Mayor Pro Tem Alexander motioned to not appoint and renew the contract with Michael Williams as the City Attorney: Second by Councilwoman Barber. The motion passed 3-1-1 (Councilwoman Gantt opposed, Councilman Blount abstained).

Attorney Williams stated it has been his honor to serve the City for seven years and thanked the Council for the opportunity and stated the City of Stockbridge has great potential; and noted he prefers a 5-0 confirmation and respects the City's decision to move in a new direction; is available for a smooth transition; and is available should the Council reconsider.

COMMENTS FROM THE MAYOR

Mayor Ford congratulated Senator-Elect Jon Ossoff and Senator-Elect Raphael Warnock on their victories and joining the U. S. Senate and congratulated Lauren "Bubba" McDonald on his re-election as the Georgia Public Service Commissioner; noted free COVID testing was available from 10am -3pm five days per week at the Heritage Senior Center in

McDonough and to call the Department of Health (DPH) at 800-847-4262 to schedule testing; noted the County also has (3) mobile testing sites: Mondays at Hidden Valley Park in Stockbridge, Wednesdays at North Mount Carmel Park in Hampton, and Fridays at Warren Holder Park in McDonough; noted vaccinations were beginning tomorrow and would be issued in phases from 8:30am – 4pm at the Atlanta Motor Speedway by reservation only and Phase 1A = Healthcare Worker in a clinical setting, Nurses , Physicians or EMS workers, Technicians, Environmental Services, Staff and Residents of Long-Term Care Facilities, Law Enforcement, Fire Personnel, adults age 65 and over and their caregivers; noted tomorrow's vaccinations are already booked, and the next vaccination date is January 26th and you must contact the DPH for a reservation at 800-847-4262 or visit the website at www.district4health.org.

CITY OFFICES ARE CLOSED DUE TO COVID-19 PRECAUTIONS

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UPCOMING MEETINGS & ANNOUNCEMENTS

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- City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month.
- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month
- Youth Council Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month
- Youth Council Meeting, at 6:30 p.m. Via Zoom - 3rd Wednesday of each month
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month
- City Council Work Session Meeting & Public Hearing, at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted.

PUBLIC HEARING

January 26, 2021 6:00 p.m. - Council Consideration to approve the Adoption of the 2020-2025 Short-Term Work Program/Capital Improvement Element (STWP/CIE).

CITY EVENTS

None scheduled at this time.

COUNCIL INITIATIVES

Join Mayor Pro Tem Alexander for the annual King Holiday Service Day Project taking place January 16, 2021, a day of service on the Saturday prior to the Martin Luther King, Jr. Holiday from 10am - noon. Please plan to meet at City Hall and contact Zenovia Pearson at (404) 565-5109 for more information.

HOLIDAY CLOSING

Monday, January 18, 2021 in observance of the Martin Luther King, Jr. Holiday.

Mayor Pro Tem Alexander motioned not to convene Executive Session: Second by Councilman Thomas. The motion passed 3-2 (Councilman Blount and Councilwoman Gantt opposed).

Mayor Pro Tem Alexander motioned to adjourn the meeting: Second by Councilman Thomas. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



Where Community Connects

SPECIAL CALLED COUNCIL MEETING SUMMARY MINUTES

FRIDAY, JANUARY 15, 2021 3:00 P.M.

Mayor & City Council

**Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas**

Administration

**Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer**

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Mayor Ford.

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present for the roll call except Mayor Pro Tem Alexander.

Councilwoman Barber motioned to adopt the Agenda; second by Councilman Blount. The motion passed 4-0.

Councilwoman Gantt motioned to convene Executive Session for Personnel; second by Councilman Blount. The motion passed 4-0.

Mayor Pro Tem Alexander joined the meeting in Executive Session.

1. To interview candidates to fill the vacant position of Executive Assistant to the Mayor & Council.

Councilwoman Gantt exited Executive Session.

Councilman Blount motioned to adjourn Executive Session; Second by Councilman Thomas. The motion passed 4-0.

Mayor Pro Tem Alexander motioned to reconvene the meeting; second by Councilman Blount. The motion passed 4-0.

No Action from the Council.

Councilman Blount motioned to adjourn; second by Mayor Pro Tem Alexander. The motion passed 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, JANUARY 26, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Michael Williams, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Councilman Thomas.

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present except Councilwoman Gantt.

Mayor Pro Tem Alexander motioned to amend the Agenda to add a Ceremonial Proclamation for National Slavery & Human Trafficking Prevention Month and Item #8 – Moratorium on development of Single-Family homes for rental: Second by Councilwoman Barber. The motion passed 5-0.

Councilwoman Gantt joined the meeting.

Review of the Minutes for the following meetings: No Action

1. 12/14/2020
2. 12/22/2020
3. 12/29/2020

PUBLIC COMMENTS

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Comments including defamation, unruliness and/or swearing will not be accepted.

The Clerk read the Public Comment from Concerned Citizen in the Glynn Addy Subdivision who questioned why the City has not shored up the boundaries following the de-annexation efforts; requested a progress and cost update on the Amphitheater project; and expressed safety and health concerns with unmasked individuals playing basketball in the parks, and the City not passing a mask mandate.

CEREMONIAL

Mayor Ford read the proclamation for National Slavery & Human Trafficking Prevention Month and presented it to Debra Abernathy, President of the Henry County Alumnae Chapter Delta Sigma Theta, Inc.

Ms. Abernathy thank the Mayor & Council for the proclamation and recognized Chapter officers and members; President Abernathy thanked the City for recognizing their work and service by bringing awareness to this issue, noting their efforts to educate and inform the Stockbridge and Henry County community by hosting forums, donating to various organizations who provide assistance, providing information in airports, bus stations and truck stops with a toll-free hotline that victims can call for help.

Mayor Pro Tem Alexander noted the City of Stockbridge was the first city in Henry County to introduce a Proclamation in 2016, noting the importance and bringing awareness to Human Trafficking in our community.

OLD BUSINESS

4. Council Consideration to establish Voting Precincts.

Presented by Henry County Elections Director Ameika Pitts, Henry County Polling Manager, Brook Schreiner, Henry County Attorney Patrick Jaugstetter, Michael Williams, City Attorney, Randy Knighton, City Manager, Vanessa Holiday, City Clerk

Councilwoman Gantt motioned to Table; second by Mayor Pro Tem Alexander. The motion passed 5-0.

PUBLIC HEARING

5. Council Consideration to approve the 2020-2025 Short-Term Work Program and Capital Improvement Element (STWP/CIE).

Presented by Randy Knighton, City Manager

Mr. Knighton noted the Comprehensive Plan is updated every ten years, and in the interim, the State requires an update of the City's Short-Term Work Program/Capital Improvement Element noting this action to be a requirement of DCA (Department of Community Affairs) and upon approval by the City is then transmitted to ARC (Atlanta Regional Commission. Mr. Knighton noted the report includes projects, funding source and project status and once approved, the report will be returned to the City for final adoption, noting the referenced projects listed on the report are updated annually and are goals in which the City hopes to accomplish.

Mayor Pro Tem Alexander asked Mr. Knighton to speak about some of the City's key projects that are in the works.

Mr. Knighton noted the Amphitheater is the City's major project with more updates and information to be presented at the next Council meeting in February, noting

the Amphitheater was included in the LCI and the leadership of the Council was able to bring the project to fruition; noted the proposed Cultural Arts Center which is proposed to include a 300+ seat ballroom and 300+ seat theater along with meeting rooms; ballet room and culinary arts space; and a proposed Youth and Senior Center, which is in the concept phase with a full gym, basketball court, pool and indoor track; noting these projects will enhance the quality of life for citizens here in the Stockbridge community and ensure the vision of the City.

Mayor Pro Tem Alexander noted the City has a solid Comprehensive Plan and is in a strong financial position.

Mr. Knighton confirmed the comments from Mayor Pro Tem Alexander, noting the City utilizes Financial Advisors and will continue to be fiscally sound and seek other funding avenues such as Grants, SPLOST, and a TSPLOST scheduled for the November 2021 ballot.

Mayor Ford opened the Public Hearing.

No Speakers in Favor

No Speakers Opposed

The Public Hearing was closed.

Motion to approve Gantt/Thomas Passed 5-0.

NEW BUSINESS

6. Council Consideration to approve participation in the Graybar OMNIA Partners Program – OMNIA Contract #EV2370 for the installation of a new phone system via Spectrum VOIP in the amount of \$2,207.37 per month. Funding Source: Information Technology
Presented by Randy Knighton, City Manager and Jonathan Van Horn and Laura Mathwig of Spectrum VOIP.
Mr. Knighton noted OMNIA would be able to modify and enhance overall phone system and introduced Jonathan Van Horn of Spectrum VOIP who noted the new system would have IP phones, VOIP systems and will be able to transfer calls.

Mayor Ford inquired if more buildings are added would they be included.

Mr. Van Horn noted they would be included at no additional cost to the City and noted it would cost \$2,000/month which includes all expenses, system support, installation, unlimited training, and all equipment.

Mayor Pro Tem Alexander inquired what the new system will bring vs. the current system.

Mr. Van Horn noted the new system would be a host system that has over 100 features such as: transfer of calls, record calls, monitor call and each employee would have a 2–6-digit extension.

Mayor Pro Tem Alexander inquired on calls being transferred when employees are off site.

Mr. Van Horn noted staff would have the ability to take the phones anywhere and would have the ability to transfer calls.

Councilwoman Gantt inquired if there were issues with the current system and is it cost efficient.

Mr. Knighton noted the current system is outdated and the new system would be more modernized and is cost efficient.

Mr. Wiggins noted the City currently pays three (3) vendors: Aire Spring- \$57,000/year for long distance calling, Milner Support Services \$5,2000/year and AT&T Club Service for all lines and \$172/monthly for faxing services.

Councilwoman Barber inquired if this would be an agreement and what would happen to the older phones.

Attorney Williams noted it was a proposed unsolicited agreement and proposes using a cooperative agreement through their partner organization Graybar.

Mr. Wiggins noted the older phones may be inventoried and surplus on GovDeals.

Councilwoman Gantt motioned to approve participation in the Graybar OMNIA Partners Program – OMNIA Contract #EV2370 for the installation of a new shone system via Spectrum VOIP in the amount of \$2,207.37 per month; second by Councilwoman Barber. The motion passed 5-0.

7. Council Consideration to approve Falcon Design Consultants Task Order No. 2021.01 to review the Amphitheater Master Plan for a Ridesharing Area in the amount of \$1500.00. Funding Source: Amphitheater Project.
Presented by Randy Knighton, City Manager
Mr. Knighton noted staff has had further discussion with Falcon Design to review all Amphitheater plans to determine the most appropriate location for a Ridesharing location.

Councilman Thomas thanked Mr. Knighton for bringing the requested item back to the Council for discussion and noted he knows traffic and parking will be an issue and believes the Rideshare location would alleviate traffic and help patrons to enjoy any festivities without worrying about parking. Councilman Thomas also noted the Federal Administration Climate Environment are proposing to eliminate combustion vehicles with companies such as GM, Ford and labor unions being involved.

Mayor Pro Tem Alexander thanked Councilman Thomas for bringing the item forward and for having the leadership and foresight to include the option of implementing a Ridesharing Location for the Amphitheater.

Councilman Thomas motioned to approve Falcon Design Consultants Task Order No. 2021.01 to review the Amphitheater Master Plan for a Ridesharing Area in the amount of \$1500.00; second by Mayor Pro Tem Alexander. The motion passed 5-0.

8. Motion to approve establishing a Moratorium on the acceptance of any applications related to the development of any buildings for residential rental purposes.

Presented by Michael Williams, City Attorney

Attorney Williams noted there is a proposal for the City to adopt a Resolution for a 180-day moratorium on the acceptance of any applications of any kind for any development involving residential renting properties which includes building permits land and disturbance permits. Attorney Williams further noted there has been a development in the City that has been acquired for the purpose of all remaining empty lots to develop single-family homes to be built and made available for rent opposed to purchase of owner occupancy.

Mayor Pro Tem Alexander noted once Pineview Subdivision was approved, he noticed most of the neighborhood remains vacant, and the developer changed the sign from a \$200K sale to rent for \$1,600/month, with over 30-35 lots that are vacant lots.

Councilwoman Gantt noted this was a trend in other areas as well.

Councilman Thomas noted this should be addressed with the UDC (Unified Development Code).

Mr. Knighton confirmed and noted it would be addressed along with other issues regarding the City's codes.

Councilwoman Barber expressed she does not see how the developer was able to circumvent the original proposal.

Mr. Knighton noted the zoning was approved as a single-family home; the issue is how the builder designed a mechanism to deal with owners vs. rental occupancy.

Mayor Pro Tem Alexander motioned to approve the Resolution for the Moratorium; second by Councilwoman Gantt. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford noted the recent passing of Pastor Spencer T. O'Neal of Global Impact Christian Ministries and Pastor Phillip Kouns of The Bridge First Christian Church of Stockbridge, noting the tremendous loss to the Stockbridge community offered condolences to their families and church families and asked for continued prayers; noted the passing the Hammering Henry "Hank" Aaron as a baseball legend, Homerun King, Civil Rights activist, great man and a class act who was well respected; noted the pandemic remains with us and if you show any symptoms to call 800-847-4262 to make an appointment to get tested; noted testing will take place this week on Wednesday and Thursday with the Henry County and Department of Public Health mobile testing sites at

No. Mt. Carmel Park in Hampton from 10am – 3pm and Friday at Warren Holder Park in Locust Grove from 10am – 3pm; noted mobile testing sites will eventually cease with testing by appointment taking place Monday – Thursday at the Heritage Senior Center in McDonough from 9am – 3pm and Saturday, 9am – noon, noting there would be a reduction in testing as there will be an emphasis on vaccinations, which for Henry County are taking place at the Atlanta Motor Speedway by reservation, Tuesday, February 2nd and February 9th from 9am – noon for 2nd vaccination and to please check with local pharmacies for vaccinations as well, noting the vaccinations are being given to Phase IA: healthcare providers, seniors age 65 and older or their caregivers, long-term care facilities, first responder, police, fire and high-risk categories; noting the Moderna vaccination is given to those age 18+; Pfizer vaccination is given to those age 16+. Mayor Ford encouraged everyone to continue to wear masks, wash your hands frequently, use hand sanitizer, and stay out of crowded spaces; keep the faith as we will get through this; and hopefully the virus will be under control to have a grand opening of the Amphitheater as we embark upon 80-90% herd immunity.

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UPCOMING MEETINGS & ANNOUNCEMENTS

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UPCOMING PUBLIC HEARING

UPCOMING CITY EVENTS

None scheduled at this time.

UPCOMING COUNCIL INITIATIVES

Join Councilman Alphonso Thomas for the 10th Annual African American Heritage Celebration taking place virtually, February 6, 2021. For more information, please contact Zenovia Pearson at 404-565-5109

UPCOMING HOLIDAY CLOSING

EXECUTIVE SESSION

Mayor Pro Tem motioned not to convene and Executive Session.

Mr. Knighton asked to introduce the City's new Economic Development Director, Alan Peterson, who came on board the first week of January and noted he has hit the ground running and looks forward to the wealth of knowledge he will bring to the City.

Mr. Peterson stated he looks forward to working with everyone to advance the City forward as far as economic development is concerned.

EXECUTIVE SESSION

Mayor Pro Tem Alexander motioned not to convene and Executive Session.

Councilwoman Gantt noted she did not 2nd the motion, but rather had a comment for the record: "For over a month now, we have an HR independent 3rd party study and I feel that it is being negligent and being done on purpose not attending Executive Sessions".

Councilwoman Barber noted this report as well as other issues such as the Procurement Policy can be discussed at the upcoming Retreat.

Councilwoman Gantt noted the report and other legal matters need to be discussed in Executive Session to address the concerns of staff and the administration.

Councilman Blount noted the HR report needed to be discussed in Executive Session and that cannot be done at the Retreat, with staff in attendance and there were other pending litigation updates that were needed to be heard in Executive Session with a member of the governing body whom it concerns motioning not to convene Executive Session.

Councilwoman Barber noted original email from the consultant had an incorrect email address where she noted the correction and sent to the governing body; noted the report was reviewed with the Mayor and every member of Council and there was nothing urgent that could not wait until the Council convenes at the Retreat where Executive Session matters could be discussed.

Mayor Pro Tem Alexander stated that every member of the Council can speak to and meet with the City Attorney and/or City Manager, or any official at any time as he has done and will continue to do, noting items have often been referred to be presented at the Retreat and agrees that would be the proper time.

Mayor Ford noted there are legal matters that are reserved for Executive Session.

Councilman Thomas noted that he made a request for a Special Called Meeting with an Executive Session last week and while it is not the policy, the Mayor asked for a unanimous consent to hold the meeting, and trying to oblige requests, there were members who failed to respond to the Mayor's call for the meeting.

Mayor Ford noted his request for unanimous consent of the Special Called Meeting

Councilwoman Gantt noted it is her understanding that the information has been shared with all members of the Council individually, however, it is important to hear the information with all members present to discuss and share information and ideas; and to avoid discussing the report could be deemed negligent.

Councilman Blount noted he did not hear the information separately, but rather with Councilwoman Gantt and Mayor Ford.

Councilman Thomas he has been a member of the Council for a while noting when the Council has these back and forth exchanges makes us all losers; there are no winners here; noted the meeting up to this point had been productive; and stated this has to stop; noted the citizens have made the Council aware they do not like these exchanges, and that there are better ways for the Council to agree to disagree and noted that he would be signing off from the meeting as he did not want to be a part of losing. Councilman Thomas exited the meeting.

Mayor Pro Tem Alexander and Councilwoman Barber exited the meeting.

Due to the lack of a quorum, the meeting ended.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



Stockbridge *Georgia*

Short-Term Work Program & CIE Update 2020-2025 CITY OF STOCKBRIDGE, GEORGIA

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CAPITAL IMPROVEMENT ELEMENT.....Page 6-9

Community Facilities						
Item	Activity	Years	Responsible Party	Cost Estimate	Funding Source	Status
1	Splash Pad/Park Design - Construction	2015-2025	Community Development	\$750,000.00	General Fund	Concept Plan Process
2	Amphitheater	2018-2025	Community Development	20,700,000.00	Fund Balance/Bond Financing/SPLOST IV	In Progress/Under Construction
3	Monument Sign	2018-2025	Community Development	152,000.00	General Funds	In Progress
4	Multi-Purpose Facility (Youth/Senior)	2018-2025	Community Development	8,000,000.00	General Funds/Bond Financing	Concept Plan Process
5	Old Fire Station Renovation	2018-2025	Community Development	1,500,000.00	Bond Financing	Concept Plan Process
7	Culture Art Center	2018-2025	Community Development	14,000,000.00	General Funds/Bond Financing/SPLOST VI	Concept Plan Process
8	Wastewater Treatment Plant Upgrade Plans/Engineering	2015-2025	Public Works	\$2,000,000.00	SPLOST III, IV	In Progress
9	Water supply source development	2015-2025	Public Works	\$500.00.00	SPLOST III, IV	2 wells drilled
10	Sewer reconstruction & Pump Station replacement	2015-2025	Public Works	\$1,000,000.00	SPLOST IV	In Progress
11	Water main and service line replacement	2016-2024	Public Works	1,642,464.00	Water Fund/ Impact Fees/SPLOST IV	Completed
12	GIS - Infrastructure inventory and detailed mapping	2016-2025	Public Works	\$300,000.00	SPLOST IV	In Progress
13	Sewer – infiltration and inflow study	2016-2025	Public Works	\$750,000.00	SPLOST IV	Task Order under development
14	Wastewater Heads Work, Phase 2	2018-2025	Public Works	3,232,367.00	SPLOST III/Sewer Fund/ Impact Fees	In Progress
15	SCADA Replacement	2018-2025	Public Works	\$721,977.00	SPLOST III	In Progress
16	Waste Water Treatment Plant Upgrade	2018-2025	Public Works	\$1,000,000.00	SPLOST IV	In Progress
17	Public Works Facility	2018-2025	Public Works	3,000,000.00	SPLOST IV	In Progress
Subtotal		\$58,748,808.00				

Economic Development						
Item	Activity	Years	Responsible Party	Cost Estimate	Funding Source	Status
1	Create a Citywide Marketing Plan (Rebranding)	2016-2025	Economic Development	\$75,000	Hotel/ Motel	On-going
2	Establish Stockbridge Assoc. of Business	2017-2025	Economic Development	\$20,000	General Funds	Underway
3	Create Economic Development Marketing Plan	2017-2025	Economic Development	\$100,000	Hotel/ Motel	In Progress
4	Opportunity Zone Designation Study	2017-2025	Economic Development	\$25,000	General Fund	In Progress
Subtotal				\$220,000		

Land Use						
Item	Activity	Years	Responsible Party	Cost Estimate	Funding Source	Status
1	Trail Study Implementation	2016-2025	Community Development	\$25,000	General Funds	In Progress
2	Comprehensive Plan Update	2017-2024	Community Development	\$100,000	General Fund	Completed
3	Update City Unified Development Codes	2018-2025	Community Development	\$100,000	General Funds	Currently Underway
4	Overlay District Designation	2018-2025	Community Development	\$75,000	General Funds	Currently Underway
5	LCI Implementation & Update	2018-2025	Community Development	\$150,000	General Fund	Scope Development
6	Park Plan Development (passive, active, pocket) city-wide (south, west, east, north)	2018-2025	Community Development	\$25,000	General Funds	Scope Development
7	Update of Sign Ordinance	2019-2025	Community Development	N/A(With UDC)	General Funds	Currently Underway
Subtotal				\$475,000		

Transportation						
Item	Activity	Years	Responsible Party	Cost Estimate	Funding Source	Status
1	Roadway Construction Projects/Engineering and ROW Acquisition	2016-2025	Public Works	\$3,000,000	SPLOST IV	In Progress
2	Sidewalk – repair and reconstruction	2015-2025	Public Works	\$500,000	SPLOST IV	On-going
3	Davis Road from Shields Road to Highway 42 (Sidewalks and Streetscape)	2015-2024	Public Works	\$1,150,000	SPLOST, TE General Fund	Completed
4	Road Improvements for City Project and streets	2018-2025	Public Works	5,000,000	SPLOST V	Concept Plan Process
5	Infrastructure Improvements for city projects	2018-2025	Public Works	7,000,000	SPLOST V	Concept Plan Process
Subtotal				\$16,650,000		

Completed Projects						
Item	Activity	Years	Responsible Party	Cost Estimate	Funding Source	Status
1	Sign Ordinance	2013	Community Development	In-Kind	General Fund	Completed
2	Multiuse trail for Reeves Creek Phase 2: From Dabney-Hunter-Simmons Park to Tye Street	2015	Public Works	\$700,000	General Funds, LCI, TE	Completed
3	Burke Street - Streetscape	2014-2018	Public Works	\$1,500,000	General Fund, TE,	Completed
4	Update Comprehensive Transportation Plan	2015-2016	Community Development	\$20,000	General Fund	Completed
5	South Berry Street Sidewalks	2015-2016	Public Works	\$142,000	General Fund	Completed
6	Multiplex Demolition	2015-2017	Public Works	\$8,790	SPLOST III	Completed
7	Bike Pedestrian and Trail Master Plan	2015-2017	Community Development	\$50,000	General Fund	Completed
8	City water meter replacement – intelligent meters & SCADA Replacement	2015-2018	Public Works	1,700,000	SPLOST III, IV	Completed
9	Parks Improvements including handicap play equip	2015-2018	Public Works	\$1,000,000	CDBG, SPLOST IV	Completed
10	Road Assessment and Pavement Analysis	2016-2018	Public Works	\$50,000	SPLOST IV	Complete
11	Water main and service line replacement	2016-2024	Public Works	1,642,464.00	Water Fund/ Impact Fees/ SPLOST IV	Completed
12	Comprehensive Plan Update	2017-2024	Community Development	\$100,000	General Fund	Completed
Subtotal				\$6,913,254		



**CITY OF STOCKBRIDGE,
GEORGIA
CAPITAL IMPROVEMENTS ELEMENT
UPDATE 2020-2025**

**PUBLIC FACILITY: CITY OF STOCKBRIDGE
SERVICE AREA: CITY OF STOCKBRIDGE**

CIP EXPENDITURES SUMMARY BY PROJECT

FUND - 353

	Estimated Project Cost	Amount Anticipated To Be Used In	Balance To Be Carried Over To						Projected Five Year	
	FY2020	FY2020	FY2021	FY2021	FY2022	FY2023	FY2024	FY2025	Total	Funding Source
<u>Projects:</u>										
										Fund Balance/SPLOST
Amphitheater	\$ 23,085,254	\$ 6,896,288	\$16,188,966	\$12,188,966	\$ 2,000,000	\$ 2,000,000			\$ 16,188,966	IV/Bonds
Monument Sign	\$ 115,000	\$ -	\$ 79,820	\$ 79,820					\$ 79,820	Fund Balance
Cultural Art Center	\$ 10,000,000	\$ 23,894	\$ 9,976,106	\$ 1,995,221	\$ 1,995,221	\$ 1,995,221	\$ 1,995,221	\$ 1,995,221	\$ 9,976,106	Bonds
Multi-Purpose Facility/Senior and Youth	\$ 10,000,000	\$ -	\$10,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 10,000,000	Bonds
Public Works Facility	\$ 2,275,344	\$ 754,166	\$ 1,521,178	\$ 1,521,178					\$ 1,521,178	SPLOST IV
Alleyway Project	\$ 350,000	\$ -	\$ 350,000	\$ 350,000					\$ 350,000	Fund Balance/SPLOST V
Old Fire Station Renovation	\$ 500,000	\$ -	\$ 500,000	\$ 500,000					\$ 500,000	Fund Balance
Splash Pad Park	\$ 150,000	\$ -	\$ 150,000	\$ 150,000					\$ 150,000	Fund Balance
Reeves Creek Trail Improvement	\$ 1,261,327	\$ 192,325	\$ 1,069,002	\$ 1,069,002					\$ 1,069,002	SPLOST IV
Master Trail Project	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000		\$ 2,000,000	Bonds
Wayfinding Project	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 333,333	\$ 333,333	\$ 333,333			\$ 1,000,000	SPLOST V/Fund Balance
Road Improvement	\$ 5,000,000	\$ 381,132	\$ 4,618,868	\$ 923,774	\$ 923,774	\$ 923,774	\$ 923,774	\$ 923,774	\$ 4,618,868	SPLOST V/Fund Balance
Infrastructure Improvement	\$ 7,500,000	\$ 145,010	\$ 7,354,990	\$ 1,470,998	\$ 1,470,998	\$ 1,470,998	\$ 1,470,998	\$ 1,470,998	\$ 7,354,990	SPLOST V/Fund Balance
									\$ -	
Total Proposed Expenditures	\$ 63,236,925	\$ 8,392,815	\$54,808,930	\$23,082,292	\$ 9,223,326	\$ 9,223,326	\$ 6,889,993	\$ 6,389,993	\$ 54,808,930	

Funding Type	Final Adopted FY2020	Amount		FY2021	FY2021	FY2022	FY2023	FY2024	FY2025	Projected Five Year Total
		Anticipated To Be Used In	Balance To Be Carried Over To							
General Fund	\$ 12,000,000	\$ -	\$ -	\$ 5,000,000	\$ 1,000,000	\$ -	\$ -			\$ 6,000,000
CIP Bond	\$ 21,062,523	\$ -	\$ -	\$ 7,162,902	\$ 2,906,956	\$ 5,374,715	\$ 3,041,384	\$ 2,576,566		\$ 21,062,523
Future SPLOST (V)	\$ 20,525,912	\$ -	\$ -	\$ 5,131,478	\$ 3,848,609	\$ 3,848,609	\$ 3,848,609	\$ 3,813,427		\$ 20,490,732
SPLOST IV (Suntrust Cash)	\$ 9,648,490	\$ -	\$ -	\$ 5,787,913	\$ 1,467,762	\$ -	\$ -			\$ 7,255,675
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Sale of Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Total Proposed Funding Sources	\$ 63,236,925	\$ -	\$ -	\$ 23,082,293	\$ 9,223,327	\$ 9,223,324	\$ 6,889,993	\$ 6,389,993		\$ 54,808,930



ANNUAL FINANCIAL REPORT FOR 2020
City of Stockbridge

(1) Public Facility Type	Water Supply	Wastewater	TOTAL
(2) Service Area	City-Wide	City-Wide	City-Wide
(3) Beginning Impact Fee Fund Balance	\$153,647	\$209,032	\$362,679
(4) Impact Fees Collected	\$45,844	\$58,364	\$104,208
(5) Accrued Interest	\$0	\$0	\$0
(6) Project Expenditures	0	0	\$0
(7) Administrative Costs	0	0	\$0
(8) Impact Fee Refunds	0	0	\$0
(9) Ending Impact Fee Fund Balance	\$199,491	\$267,396	\$466,887
(10) Impact Fees Encumbered	\$199,491	\$267,396	\$466,887

4.3 Community Work Program 2020-2025

SCHEDULE OF IMPROVEMENTS-STWP ADDENDUM

(1) Project Description	(2) Service Area	(3) Project Start Date	(4) Project Completion Date	(5) Estimated Project Cost	(6) Portion Chargeable to	(7) Sources of Funds (& Share)	(8) Responsibility Party
WWTP Head Works, Phase 2	City-Wide	2019	2021	\$5,328,692.00	\$192,692.00 (Impact Fee)	\$192,692.00 (Impact Fee) \$2,251,870.00 (Sewer Fee) \$787,805.00 (SPLOST III)	Public Works
Water Main and Service Line Replacement	City-Wide	2019	2021	\$1,642,464.00	\$142,464.00 (Impact Fee)	\$142,464.00 (Impact Fee) \$1,500,000.00 (SPLOST IV)	Public Works
SCADA Replacement	City-Wide	2019	2021	\$721,977.00	NA	\$721,977 (SPLOST III)	Public Works
Waste Water Treatment Plant Upgrades	City-Wide	2019	2021	\$1,000,000.00	NA	\$1,000,000 (SPLOST IV)	Public Works
TOTAL				\$8,693,133.00	\$335,156.00		

* Contingency Fund is Typically Ten (10) of the Bid Price



***REZONING FOR A PROPOSED SUBDIVISION
ON BRANNAN ROAD AND NORTH SALEM DRIVE:
FROM 'RA' TO 'R-3'***

CASE FACTS

Applicant:	Neil Koelbl.
Agent:	Moore Bass Consulting.
Location:	Located along the east side of Brannan Road and the south side of North Salem Drive in southeast Stockbridge, at the eastern edge of the City Limits, in Land Lot 29 of District 7.
Parcel ID:	Previously included five parcels, which were officially combined into one parcel at the December 17, 2020 Planning Commission meeting via Recombination Plat Case #RC-2020-03: • Parcel #088-02049000 (at 732 Brannan Road) • Parcel #088-02049005 (a large parcel on Brannan Road, which also includes a tiny, 0021-acre, triangular-shaped tract of land at the northeast corner of Brannan Road and North Salem Drive, inside the Stockbridge City Limits) • Parcel #088-0205000 (at 664 Brannan Road) • Parcel #088-02051000 (at 618 Brannan Road) • Parcel #088-02045000 (located on the south side of North Salem Drive).
Lot Size/Acres:	73.71 total acres , per property records data from the Henry County Tax Assessors' Office for each parcel.
Request:	Rezone property from 'RA' (Residential-Agricultural) to 'R-3' (Single-Family Residential).
Proposed Use/ Purpose	Development of a subdivision with 139 single-family detached homes under R-3, at a gross density of 1.89 dwelling units per acre and a net density of 3.09 dwelling units per acre.
Existing Land Uses:	Include a single-family home, two mobile homes, a cell tower, minor agricultural uses (a silo and farm shed), a flood plain area, a small pond, and a vacant, wooded area.
Zoning History:	Recombination Plat Case #RC-2020-03 was approved by the Planning Commission on December 17, 2020 to allow five parcels of

	land which comprised the subject property to be combined into one parcel. No other previous rezoning cases were found. The parcel at 732 Brannan Road was annexed into the City in 2004, including the cell tower.
Future Land Use Designation:	Low-Density Residential, which allows 1.25 to 2.0 dwelling units per acre.
Road Access:	Brannan Road and North Salem Drive.
Signs Posted:	Three signs were first posted on the property on October 26, 2020 at 2:56 p.m.—one on North Salem Drive, one at 732 Brannan Road, and one at 618 Brannan Road. After the case was deferred, overlay strips with new dates were posted on November 23, 2020 at 3:45 and December 7, 2020 at 1:50 p.m. After another deferral, additional overlay strips were posted on February 1, 2021 with the newest meeting dates of February 25, 2021 for the Planning Commission and March 8, 2021 for the Mayor/City Council meeting.
Planning Commission Meeting:	February 25, 2021 (deferred from meetings on December 17, 2020 and November 19, 2020).
Council Meeting:	March 8, 2021

EXECUTIVE SUMMARY

Applicant's Request. The applicant wishes to develop a subdivision with 139 single-family detached homes on property which is located at the east side of Brannan Road and the south side of North Salem Drive. For such purpose, the applicant is requesting the rezoning of the property from its current RA (Residential-Agricultural) zoning district classification to the requested 'R-3' zoning district classification. To allow for the subdivision, the previously-existing five parcels of land were officially combined, upon the request by the same applicant, to form one parcel via Recombination Plat Case #RC-2020-03. The proposed name of the subdivision is "The Reserve at Hickory Hills."

Property Location. The subject property is located at the eastern edge of the Stockbridge City Limits, on the eastern side of Brannan Road. County land surrounds the property on three sides--to the north, east, and south. A small portion of the property is located on the south side of North Salem Drive, which is a very narrow and curvy road.

Property Composition and Land Use. The subject property contains about 73.71 total acres of land. It previously consisted of five parcels, as are listed in Table 1 on the next page, before Recombination Plat Case #RC-2020-03 was approved on December 17, 2021 by the Planning Commission.

The property is mostly vacant, except for rural residential uses at 732, 664, and 618 Brannan Road; and minor agricultural uses along Brannan Road. A floodplain area is located near the center of the property, and a small pond is located near the southwest corner.

An existing cell tower is located at 732 Brannan Road. According to information from the Henry County Planning Department, the tower was built in 2000 by Sprintcom, Inc./Sprint PCS, although no conditional use permit was required. Henry County Tax Assessor records show that Sprintcom still owns the tower but it is leasing the underlying land from the owner of 732 Brannan Road. Further, AT&T is currently operating equipment which it co-located on the tower under a lease with Sprintcom.

TABLE 1: PREVIOUS PARCELS COMPRISING THE SUBJECT PROPERTY

PARCEL ID#	ADDRESS OR LOCATION	DESCRIPTION
088-02049000	732 Brannan Road	Features a residence and a cell tower.
088-02050000	664 Brannan Road	Features a residence.
088-02051000	618 Brannan Road	Features a residence.
088-02049005	Large parcel on Brannan Road	Features a silo and minor agricultural uses.
088-02045000	Small parcel on North Salem Drive	Is vacant and heavily wooded, with a steep embankment.

Surrounding Land Use and Zoning. Table 2 on the next page summarizes the surrounding land uses and zoning districts. They include single-family homes and mobile homes, minor farm uses, several platted subdivisions, and vacant land. Except for property to the west, the surrounding properties are located outside of the Stockbridge City Limits.

Two existing subdivisions which are located directly across from the subject property, on the west side of Brannan Road, are the Clark Meadows Subdivision (platted in 2007) and the Moss Pointe Subdivision (platted in 2001). Their properties are zoned 'PD' and 'R-2', respectively. They feature larger lots in the front, along Brannan Road (lots with at least 15,000 square feet), and smaller lots in the rear (lots with 6,500 and 7,500 minimum square feet). Several other subdivisions are located in the vicinity, including the Country Acres Subdivision, which borders the subject property to the southeast, outside of the City.

TABLE 2: SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
Property to the North	Scattered single-family houses and minor farm uses	Outside of the City
Property to the Southeast	Country Acres Subdivision	Outside of the City
Property to the East	Scattered single-family houses and vacant land	Outside of the City
Property to the West	Clark Meadows Subdivision (formerly Sprayberry Station) and vacant land	PD (Planned Development)
Property to the Southwest	Moss Pointe Subdivision and vacant land	R-2 (Single-Family Residential)

R-3 District Purpose and Requirements. Section 12.02.034 of the Zoning Code states that the purpose of the 'R-3' District "is to provide for single-family residential development on smaller lots where public sewer systems are provided when part of a planned development project." Cluster home developments and manufactured homes are also permitted in this district.

Table 3 below shows the R-3 District's requirements, in comparison to the requirements of the property's current 'RA' zoning classification. The R-3 District requires minimum lot sizes of 12,000 square feet, minimum lot widths of 75 feet, and minimum house sizes of 1,050 square feet. The applicant's revised site plan, dated December 4, 2020, shows that the developer would comply with all of the requirements of the R-3 zoning district.

TABLE 3: COMPARISON OF 'RA' and 'R-3' DISTRICT REQUIREMENTS

District Requirements	Existing 'RA' District	Proposed 'R-3' District
Minimum Lot Size	2 acres for new subdivisions	12,000 SF / 0.28 acres
Minimum Lot Width	200 feet (with County sewer)	75 feet
Minimum Front Yard Setback	75 feet	50 feet
Minimum Side Yard Setback	20 feet	10 feet
Minimum Rear Yard Setback	40 feet	40 feet
Minimum Heated Floor Area (House Size)	1,000 square feet for new subdivisions	1,050 square feet

Development Regulations Relevant to Request:

- City of Stockbridge Unified Development Code (including the Zoning Code and the Subdivision Ordinance).
- All other City Code sections regarding site development standards and requirements.

Proposed Development. The original site plan was dated December 4, 2020. Revisions were then made on January 15, 2021 (to account for the completion of the traffic impact study) and again on February 17, 2021 (to account for the second revision of the site plan, which included a community center amenity area). The applicant held two private meetings with citizens who live or own property within the vicinity. The meetings took place on January 21, 2021 and February 18, 2021. Some modifications to the site plan and other changes to the development proposal were made as a result of these meetings, which were not official City meetings.

The latest site plan shows that the developer would build 139 single-family homes in the proposed subdivision, to be named “The Reserve at Hickory Hills.” The overall density would be 1.89 dwelling units per acre and the net density would be 3.09 units per acre. To account for the existing pond, right-of-way areas, floodplain areas, and planned open space, only 44.96 acres of the site would actually be developable. The existing pond and proposed open space areas would comprise 19.69 acres of the site. Originally, the developer wanted to build 153 homes, but this would have exceeded the maximum allowable density of two units per acre under the property’s future land use designation of Low-Density Residential; thus six homes were eliminated from the site plan. The 153 homes were quickly reduced to 147 homes to comply with the maximum allowable density of the R-3 district, and it has now been reduced again to 139 homes to allow for the provision of a community center amenity area near the center of the property.

Regarding public utilities, a letter from Henry County Water Authority, dated August 5, 2020, stated that water service is available on the property, but that the developer would be required to extend a sewer line to serve the site. This might also require that easements be obtained.

The applicant’s latest site plan shows that the proposed subdivision would have a boulevard-style access off Brannan Road, south of Sprayberry Drive. This would be similar to the existing boulevard-style access which the Clark Meadows Subdivision has off Sprayberry Drive. The applicant originally proposed to provide a secondary access off North Salem Drive, but that was eliminated due to safety concerns because of the fact that North Salem Drive is a very narrow, curvy road. In addition, the main access to the property was originally to be located directly across from Sprayberry Drive, but it was moved farther south in order to relieve potential traffic congestion.

Proposed Site Design. The proposed subdivision would have a traditional design. The current site plan shows that the subdivision would have only one entrance, to be located south of Sprayberry Drive, which would be acceptable to the City’s Fire Marshal. The entrance would be boulevard-style and it would include acceleration/deceleration lanes to facilitate turning movements. Tree plantings would be located along Brannan Road. The existing pond, cell tower, and open space area near the center of the property would remain. The site plan states that 19.89 acres would be proposed open space. A fence would be installed at the northern property line, and a 30-foot-wide buffer would surround the

property. Altogether, only 44.96 acres of the site would be developable due to the presence of the existing pond and floodplain, as well as the required easements and rights-of-way. Two amenity areas would be provided on the site. One would be located near the center of the site, and the other one would encompass the existing pond in the southwest corner of the site.

Proposed Amenities. Various types of passive and active amenities would be included in the subdivision. A community center amenity area would be located near the center of the site. It would include a 2,000-square-foot swimming pool with a shade structure, a pavilion, a playground, an open lawn, a firepit, and a parking lot with 47 parking spaces. A pond amenity area would be provided at the southwest corner of the site, near the existing pond. A walking trail would be provided and the existing dock would remain. The amenity area would include a pavilion, a fire pit, and bocce ball courts. A mail kiosk would also be present in the amenity area, adjacent to a cul-de-sac street near the entrance to the subdivision.

Lot Sizes. The proposed site plan provides the following lot size data:

1. The average lot size would be 14,086 square feet.
2. Some lots would have the 'R-3' minimum requirement of 12,000 square feet.
3. About half of the lots on the site would have between 15,000 and 20,000 square feet.
4. Eleven lots adjacent to Brannan Road would have at least 15,000 square feet. This would mirror the sizes of the lots within the Clark Meadows Subdivision that are located along Brannan Road.
5. All lots would comply with the 'R-3' District requirements by being at least 75 feet wide and having the following yard setbacks: 50 feet in the front, 10 feet at the side, and 40 feet in the rear.

Architectural Design. Although the requested 'R-3' district allows homes to have heated areas of only 1,050 square feet, the applicant is proposing to build homes having a minimum of 2,000 square feet of heated space. Each home would have a two-car garage, at a minimum, which is a City-wide requirement anyway. The applicant proposes that all four exteriors of each home be comprised of brick. Vinyl-based materials would only be allowed on the soffits, eaves, and fascia. However, the developer should ensure that the Architectural Standards of City Ordinance #OR18-452 are met. All disturbed areas of the residential lots would be sodded, except for areas where landscaping is present or is installed.

Anticipated Traffic Impacts. A traffic impact study was prepared by a traffic engineer on behalf of the applicant on January 20, 2021 by Marc R. Acampora, PE, LLC. It assumed that the subdivision would consist of 147 new homes and that the access to the subdivision would be located south of Sprayberry Lane, which the applicant has proposed. The goals of the study were to determine the existing traffic operating conditions in the vicinity; to project future traffic volumes; to assess the impacts of the proposed development; and to prepare conclusions and recommendations to mitigate any anticipated traffic impacts while ensuring safe and efficient traffic conditions within the vicinity of the subdivision.

In analyzing the existing traffic conditions within the vicinity of the subject site, the traffic engineer found that Brannan Road is classified as a "local rural road" by Georgia DOT and as

a “collector” by the Henry County DOT. In 2019, Georgia DOT recorded an Annual Average Daily Traffic (AADT) volume of 3,600 vehicles per day (VPD) on Brannan Road, south of Radcliffe Drive. Then on Thursday, January 7, 2021, a 24-hour bi-directional traffic volume count was taken. It revealed a northbound volume of 1,278, a southbound volume of 1,392, and a 24-hour volume of 2,670 VPD. Traffic volume counts were taken at two intersections—Brannan Road at Sprayberry Lane and Brannan Road at North Salem Drive. Schools in the area were not open for the day. The traffic counts were taken during the 7:00 to 9:00 a.m. morning peak hour and again during the 4:00 to 6:00 p.m. afternoon peak hour on January 7, 2021.

To take into account the effects of the existing coronavirus pandemic, the traffic engineer stated that some adjustment factors were applied. The traffic count which was taken by Georgia DOT in 2019 on Brannan Road south of Radcliffe Drive was compared to the recent traffic count which was taken by the traffic engineer at the proposed entrance to the subdivision. The two traffic count locations are approximately 3,000 feet apart, thus the resulting traffic counts were expected to be similar. The 2019 Georgia DOT AADT was 3,600, and the five-year average growth rate was decreasing and was at zero percent as of the last traffic count. Therefore, the traffic engineer concluded that the 2019 traffic count would be comparable to a 2020 traffic count that would be expected without the pandemic. The 24-hour traffic count that was done on January 7, 2021 was 2,670. The 2019 Georgia DOT traffic count was 34.8 percent higher than was the January 7, 2021 traffic count. Based on this comparison, the traffic engineer stated that the January 7, 2021 traffic volumes were increased by 25 percent to account for the coronavirus pandemic. That was less than the 34.8 percent difference between the two traffic counts since the pandemic may have long-lasting effects on traffic volumes due to more people working from home and some children being home-schooled.

The intersection analysis that was undertaken by the traffic engineer revealed that traffic operations would be excellent at both of the intersections that were studied (Brannan Road at North Salem Drive and Brannan Road at the subdivision entrance), operating at Service Level ‘A’, which is the most efficient level. Therefore, the traffic engineer felt that no traffic mitigation measures need to be taken for the existing condition.

Regarding future traffic conditions, the traffic engineer identified a transportation improvement project in the area which has been programmed (funded and scheduled). It is the widening of U.S. Route 23 from Downtown McDonough to S.R. 138, from two to four through lanes. However, the traffic engineer stated that this improvement is not expected to have much impact on Brannan Road. Traffic volumes have been decreasing in the vicinity for Brannan Road and Campground Road.

The traffic impact study states that the proposed subdivision would be anticipated to generate 109 new trips in the a.m. peak hour, 147 new trips in the p.m. peak hour, and 1,482 new daily trips. The installation of left-turn lanes into and out of the subdivision will be required. Since the Henry County Unified Land Development Code classifies Brannan Road as a “collector”, a northbound right turn lane will be required to be installed. Further, Georgia DOT will require the installation of a southbound left turn lane since the subdivision

is expected to generate 482 left turn vehicles. This would be more than the 250-vehicle threshold for requiring left turn lanes. Therefore, the subdivision must have one entering lane and one exiting lane. Further, the exiting lane should have a stop sign and a stop bar.

The projected future intersection operations showed that most turning movements would operate at Level of Service (LOS) 'A', with a few 'Bs'. The future analysis revealed "excellent traffic operations." No traffic mitigation measures are needed, said the traffic engineer, other than the required turn lanes. At signalized intersections, LOS 'A' has a delay of 10 seconds or less per vehicle at an intersection, while LOS 'B' has a delay of 10 to 20 seconds per vehicle. At unsignalized intersections, LOS 'A' has a delay of 0-10 seconds per vehicle and LOS 'B' has a delay of more than 10 seconds and up to 15 seconds per vehicle.

A synopsis of the conclusions and recommendations of the traffic impact study is provided below.

1. The existing operations at the intersections which were evaluated are excellent, thus no traffic mitigation measures are currently needed.
2. "Traffic volume growth in this area has been minimal and this is expected to continue in the future."
3. Based on the previously-proposed 147 new homes, the subdivision was expected to generate 109 a.m. peak hour trips, 147 p.m. peak hour trips, and 1,482 weekday trips.
4. With new trips from the proposed subdivision, only minor increases in traffic delays are expected; yet traffic operations in the vicinity are still expected to be excellent. No traffic mitigation measures are needed other than the required turn lanes.
5. Henry County will require the installation of a northbound right-turn lane onto Brannan Road at the subdivision's entrance, and Georgia DOT would require the installation of a left turn lane at the entrance.
6. The subdivision access should have one entrance lane and one exit lane (or as required by local codes). The exiting lane should be controlled by a side street stop sign and an accompanying stop bar.
7. All traffic design standards should be complied with.

ANALYSIS OF REQUEST – Based on Nine Criteria (Sec.12.02.09.C.2):

Criterion #1: Consistency with the Comprehensive Plan.

The Stockbridge Future Land Use Map of the City's adopted Comprehensive Plan (2019-2038) shows that the subject property's future land use designation is "Low-Density Residential", which allows a density of 1.25 to 2.0 dwelling units per acre. The proposed subdivision would be a residential use of the property, and the proposed 139 new homes would allow the property's density to meet the maximum limit of 2.0 dwelling units per acre.

Criterion #2: The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of the City of Stockbridge Zoning Code.

The proposed amendment to rezone the subject property from 'RA' to 'R-3' would be reasonable by allowing a residential subdivision to be developed, which is a stated purpose of the 'R-3' District. The proposed lot sizes would be compatible with the lots sizes of the Clark Meadows and Moss Pointe Subdivisions that are located directly across from the subject property. In particular, the site plan shows that the eleven lots which would have frontage on Brannan Road would all have lot sizes of 15,000 square feet or more, which

would be comparable to the lot sizes in the Clark Meadows and Moss Pointe Subdivision for their lots which are located along Brannan Road.

Criterion #3: Potential positive effects of the amendment on the character of the proposed zoning district, a particular piece of property, neighborhood, a particular area, or community.

The proposed rezoning would enable the property to be developed in a type of use that is more suitable than the uses that are allowed under the property's existing 'RA' classification due to the presence of several other subdivisions adjacent to the property and in the immediate vicinity. Further, it is unlikely that further rural residential and agricultural uses would be developed on the property.

Although the requested R-3 district allows homes to have a minimum of 1,050 square feet of heated space, the applicant is proposing to build homes having a minimum of 2,000 square feet, which would be nearly double that size. The larger homes should enhance the visual appeal of the neighborhood. The applicant also intends to use brick on the exteriors of all four sides of each home.

The applicant's proposed amenities would be beneficial to the residents of the subdivision by offering them a variety of leisure and recreational opportunities. A homeowner's association or property management company must maintain them.

Criterion #4: The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.

The applicant has designed the proposed subdivision in a manner that would be compatible with the existing features of the subject property. The latest version of the site plan (the second revision on 2/17/21) shows that the existing floodplain area in the center of the property would be preserved as open space with walking trails, and that it would be used to create a community center amenity area. The existing pond would also remain, and it also would become the focal point for an amenity area.

Criterion #5: The impact upon adjacent property owners should the request be granted.

The proposed subdivision would be compatible with the two other subdivisions that are located across Brannan Road from the subject property. Several vacant tracts are also located in the vicinity, thus the proposed new homes would not be located in close proximity

to other nearby homes. The applicant is planning to provide fencing along the north side of the property as a protection for the adjacent rural residential and farmland uses on North Salem Drive.

Criterion #6: The potential impact of the rezoning on City infrastructure including water and sewage system.

The applicant has submitted a letter from the Henry County Water Authority, dated August 5, 2020, as part of the rezoning application, to indicate the availability of satisfactory available water and sewerage facilities to serve the site. The letter states that water service is available to the property, and that a fire flow test that was calculated in the area indicated that the results were above the minimum required standards for residual pressure.

Regarding sewer facilities, the letter stated that sewage treatment and sewer line capacity are also presently available to the property. But the letter states as follows: “However, an offsite sanitary sewer line extension is required at the developer’s expense. The offsite sewer line extension may require acquisition of easements at the developer’s expense.” The letter further stated that the availability of water and sewer services to the property would be re-evaluated at the time when development plans are submitted.

The applicant has also submitted a letter from Henry County Schools’ McDonough District Office, which projects the impact of the proposed project on the school system. Children/students from the proposed subdivision would attend Hickory Flat Elementary School, Union Grove Middle School, and Union Grove High School. Calculations were made on the basis of two students per dwelling unit and twenty-five students per classroom. If 139 homes are built (the letter was based on 156 homes being built), then the subdivision would have an estimated 278 students, which would require eleven new classrooms. However, because the proposed development would consist of single-family homes, property taxes that the new residents would pay would likely help to offset any needed capital improvement costs to accommodate the additional students and help to lessen any burden that might be placed on the school system.

Criterion #7: The impact of the proposed amendment on adjacent thoroughfares and pedestrian and vehicular circulation and traffic volumes.

The traffic impact study which was completed on January 20, 2021 by a traffic engineer on behalf of the applicant reported the findings of traffic counts that were taken on January 7, 2021 and compared them to traffic counts which were taken by Georgia DOT in 2019 in the vicinity. The traffic engineer examined the existing traffic conditions in the vicinity, analyzed turning movements at two intersections (Brannan Road at North Salem Drive and Brannan Road at Sprayberry Drive), made adjustments for the current coronavirus pandemic (which have affected local traffic conditions), researched planned transportation improvements, and made projections of future traffic conditions in the vicinity, both with and without the presence of the proposed subdivision.

The traffic engineer found that existing traffic conditions are “excellent”, and that traffic volumes in the vicinity of Brannan Road and Campground Road have actually been decreasing. The programmed widening of U.S. 23 through the vicinity is not anticipated to have much effect on traffic conditions on Brannan Road.

The traffic impact study states that the proposed subdivision is anticipated to generate 109 new trips during the morning peak hour, 147 new trips in the afternoon peak hour, and 1,482 new daily trips. Due to the classification of Brannan Road as a “collector” by Henry County, a northbound right turn lane would be required to be installed at the subdivision’s entrance. In addition, Georgia DOT would require that a southbound left turn lane be installed since the subdivision is expected to generate 482 left turn vehicles. Both entering and exiting lanes must be provided, and the exiting lane must be controlled by a side street stop sign and stop bar. The intersection analysis revealed projected Levels of Service ‘A’ and ‘B’ after the proposed subdivision is developed. Further, the development of the subdivision is expected to result in only minor increases in traffic delays, and traffic operations within the vicinity are still expected to be excellent. For these reasons, no additional traffic mitigation measures were felt to be needed, other than the required turn lanes.

To facilitate pedestrian movements, sidewalks should be installed along the internal subdivision streets.

Criterion #8: The merits of the requested change in zoning relative to any other guidelines and policies for development, which the Planning Commission and City Council may use in furthering the objective of the comprehensive plan.

The approval of the requested rezoning would allow the subject property to be developed in a similar type of use as the surrounding area.

The applicant or the developer would need to submit a subdivision application to the City if and when the proposed rezoning is approved. The applicant or the developer would also need to submit an application for a land disturbance permit for the entire subdivision, as well as land disturbance and building permit applications for each proposed lot and home to be built.

The requested rezoning of the property, as well as the subsequent acquisition of development permits from the City, is subject to the following timing restrictions from the Zoning Code:

12.12.003 *Expiration of Approvals.*

A. Amendment of the Official Zoning Map (Rezoning).

1. After an approval has been granted for an amendment to the official zoning map to create or extend any zoning district, the applicant, agent or property owner has eighteen (18) months in which to make substantial progress in developing the property.
2. Substantial progress shall mean the point of construction at which time the first inspection is carried out.

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3. If no substantial construction or alteration of the property or other affirmative action to develop the property has occurred within eighteen (18) months of the granting of an application for rezoning, the zoning advisory board may review the situation and report its findings with recommendations to mayor and council. The council may change the zoning category to its prior or other appropriate zoning district classification at a public hearing.

B. Development Permits.

1. If construction described in a development permit has not commenced within twelve (12) months from the date of issuance, the permit shall expire. However, the permit may be extended for an additional twelve (12) months, upon payment of the permit fee for such extension.
2. If construction described in the development permit is suspended after work has commenced, the permit shall expire twelve (12) months after the date the work ceased. In cases of permit expiration due to abandonment or suspension of work, the landowner shall be required to restore topography to its original contours and restore vegetation as determined by the development director.

Criterion #9: The ability of the subject land to be developed as it is presently zoned.

Due to the property's location in the midst of other subdivisions, it is not likely that further rural residential or agricultural development would occur on the property. It is instead reasonable to believe that further subdivision development would occur in the vicinity. The most appropriate use for the site is single-family residential. Due to the presence of a floodplain near the center of the site, it would be appropriate to allow for that area to remain as open space.

RECOMMENDATIONS

Staff recommends the **APPROVAL** of the rezoning of the subject property to the requested 'R-3' zoning district classification, contingent upon the developer meeting the **ZONING CONDITIONS** that are listed below. Where these conditions conflict with the stipulations and offerings that are contained within the applicant's Letter of Intent, these conditions shall supersede unless specifically stipulated by the Mayor and Council.

1. **Regarding the site plan --** The subdivision shall be developed in accordance with the submitted revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Conceptual Site Plan / Brannan Road Tract", comprising Sheet #1.1, as was prepared by Moore Bass Consulting on December 4, 2020 and which comprises the second revision, which was prepared on February 17, 2021 (after the first revision was prepared on January 15, 2021). Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event that the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance

with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

2. Regarding subdivision design:

- a. The developer shall construct an offsite sanitary sewer line extension to the property, at the developer's expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer's expense."
- b. The subdivision entrance from Brannan Road shall be located south of Sprayberry Drive. It shall be boulevard-style with monument signage located outside of the public right-of-way. Such signage shall incorporate a water feature in its design.
- c. The developer shall construct acceleration/deceleration lanes off Brannan Road, at the entrance to the subdivision, in compliance with Henry County DOT specifications.
- d. The developer shall comply with all requirements of the City's Subdivision Ordinance.
- e. A maximum of 139 lots and 139 single-family detached homes shall be constructed on the property.
- f. All lots that are located adjacent to Brannan Road shall have at least 15,000 square feet.
- g. A homeowner's association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.

3. Regarding landscape design:

- a. A fence (wooden or vinyl-coated chain link) shall be constructed along the northern boundary of the property.
- b. A minimum of 20 percent (20%) of the site shall be preserved as open space. The existing floodplain area, pond, and other open space areas shall be preserved, and they shall include walking paths that are constructed of pervious materials.
- c. The subdivision shall contain both a community center amenity area near the center of the site and a pond amenity center which encompasses the existing pond.
- d. The proposed community center amenity area shall include a minimum of the following amenities: a 2,000-square-foot swimming pool with a shade structure, a pavilion, an open lawn, a walking trail, a playground, and a fire pit; plus a parking lot with 47 parking spaces.

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- e. The proposed pond amenity area shall include a minimum of the following amenities: a walking trail, a pavilion, bocce ball courts (or a similar type of active recreational facility), a fire pit, and a central mail kiosk with a vehicle pull-off area.
 - f. The proposed amenities shall be installed or constructed after 50 percent of the dwelling units have been constructed, and before any land disturbance permits are issued for the development of additional lots.
 - g. The developer shall provide a minimum 30-foot-wide buffer around the perimeter of the property boundary, with the exception of areas that are required for access or utility connections.
 - h. The developer shall provide a landscaping plan which shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
 - i. Sidewalks that are at least four (4) feet wide shall be installed along at least one side of each internal subdivision street.
 - j. All disturbed areas of the residential lots shall be sodded, except for areas where landscaping is present or is installed.

4. Regarding architectural design:

- a. All homes shall have a two-car garage, at a minimum.
- b. All homes shall have a minimum of 2,000 square feet of heated space.
- c. All homes shall have brick exteriors on all four sides.
- d. All homes shall have exteriors which further comply with the Architectural Standards of City Ordinance #OR18-452.

5. Regarding procedural matters:

- a. The applicant or developer shall submit a subdivision application for review and approval by the Planning Commission after the rezoning of the property is approved.
- c. An official subdivision plat shall be approved by the City and shall be recorded with the Henry County Superior Court before any land disturbance or building permits may be issued by the City to develop the subdivision.
- d. In compliance with Section 12.12.003(A) of the City's Zoning Code ("Expiration of Approvals"), the zoning classification of the property may revert back to 'RA', or to some other zoning classification after a period of eighteen (18) months, if the Mayor and City Council chooses, if "substantial progress" has not been achieved in the construction of the subdivision, whereby the first inspection is carried out.

City of Stockbridge Planning and Zoning Staff

RECOMMENDATION:

APPROVAL of the rezoning of the subject property from 'RA' (Residential-Agricultural) to 'R-3' (Single-Family Residential District), contingent upon the ZONING CONDITIONS that are listed above being met by the applicant and/or the developer.

City of Stockbridge Planning Commission

RECOMMENDATION:

DENIAL per Planning Commission Meeting on February 25, 2021.

City of Stockbridge Mayor and Council:

ACTION:

PRESENTATION FOR
REZONING CASE
#RZ-2020-02:
From 'RA' to 'R-3' For A
Proposed Subdivision
At Brannan Road and
North Salem Drive

Presented To:

Planning Commission—02/25/21
Mayor & City Council—03/08/21

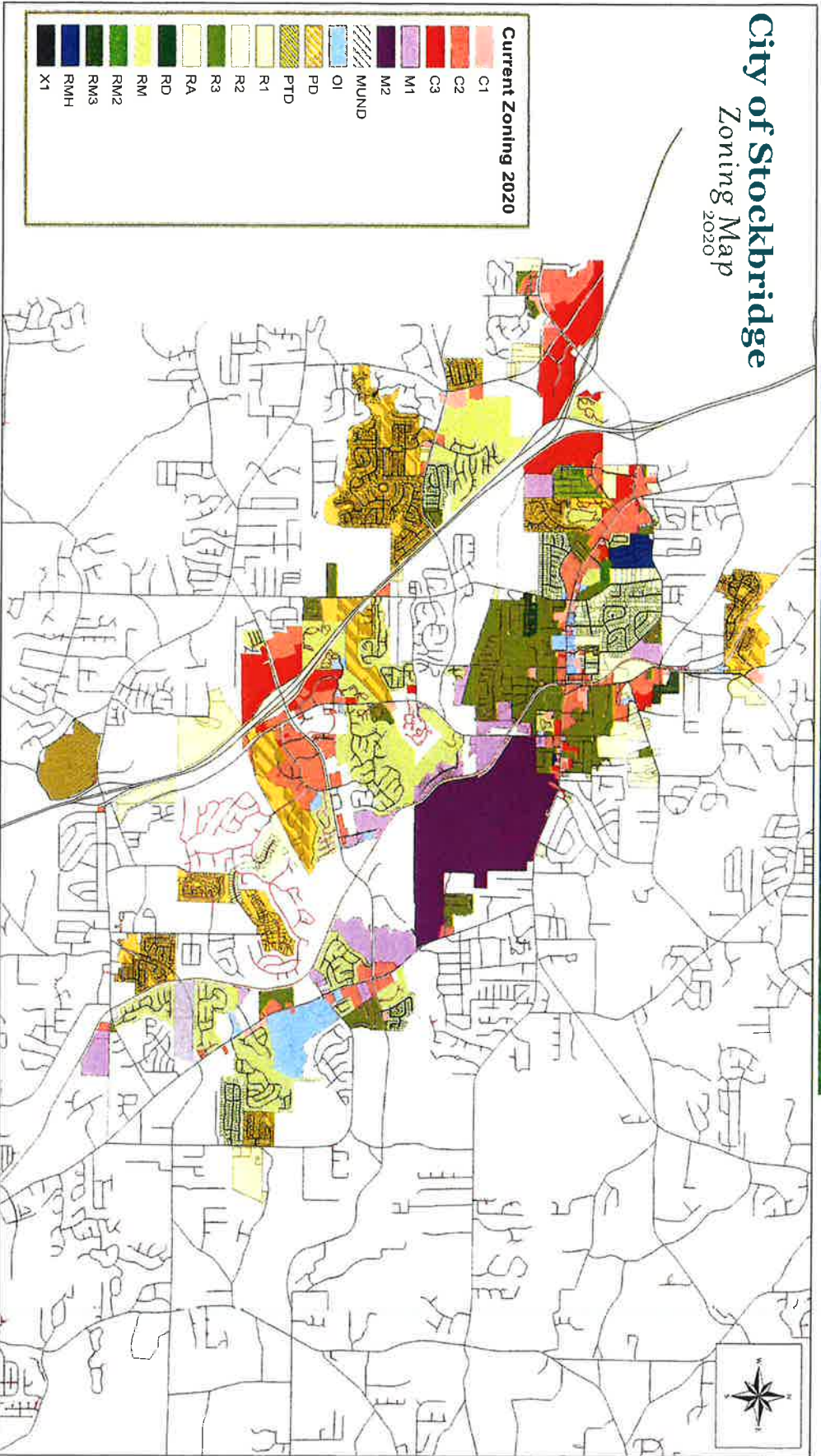
By:

City of Stockbridge Community Development
Department, Planning and Zoning Division
Linda M. Logan, Senior Planner

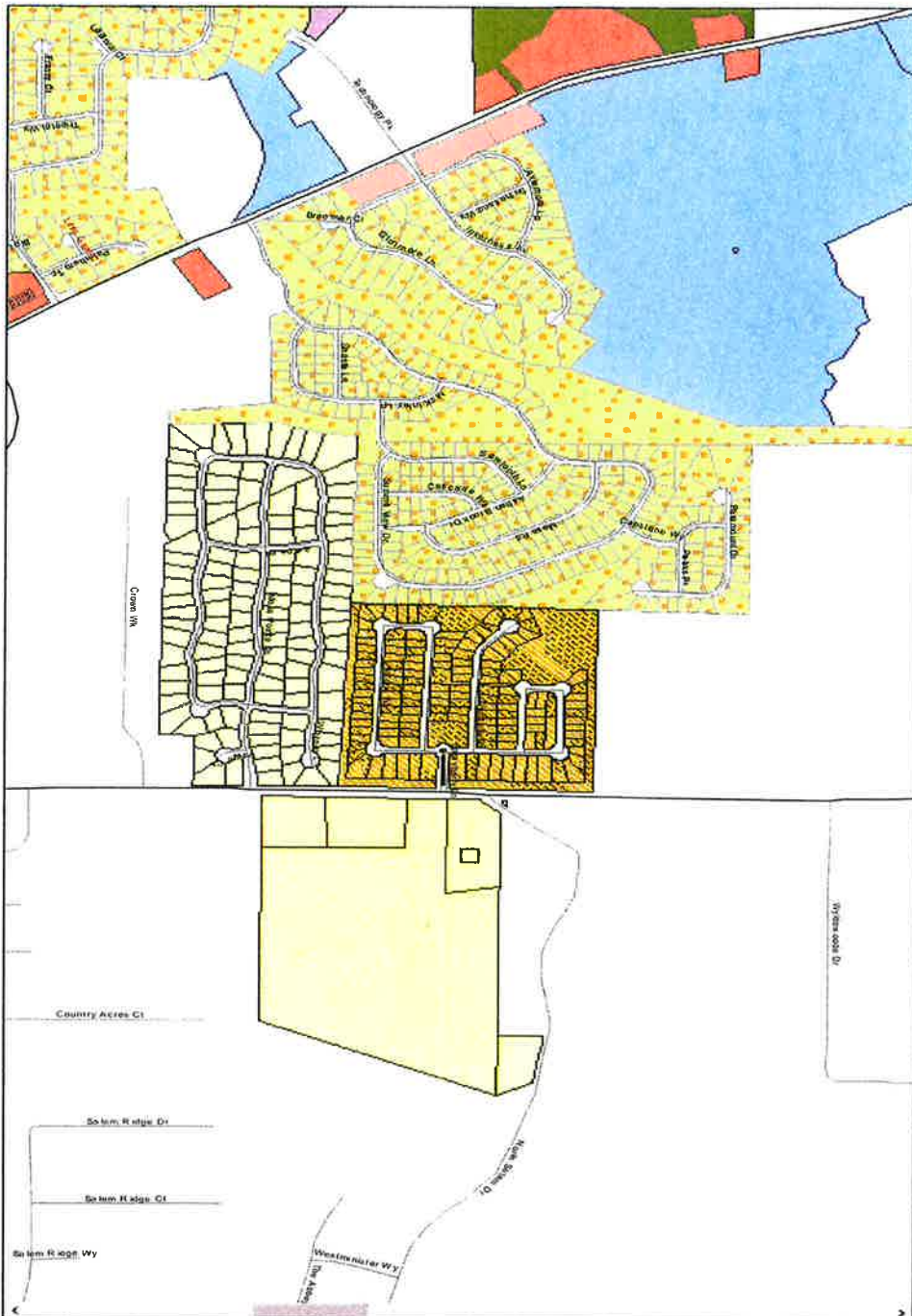


CITY'S 2020 ZONING MAP (With Legend)

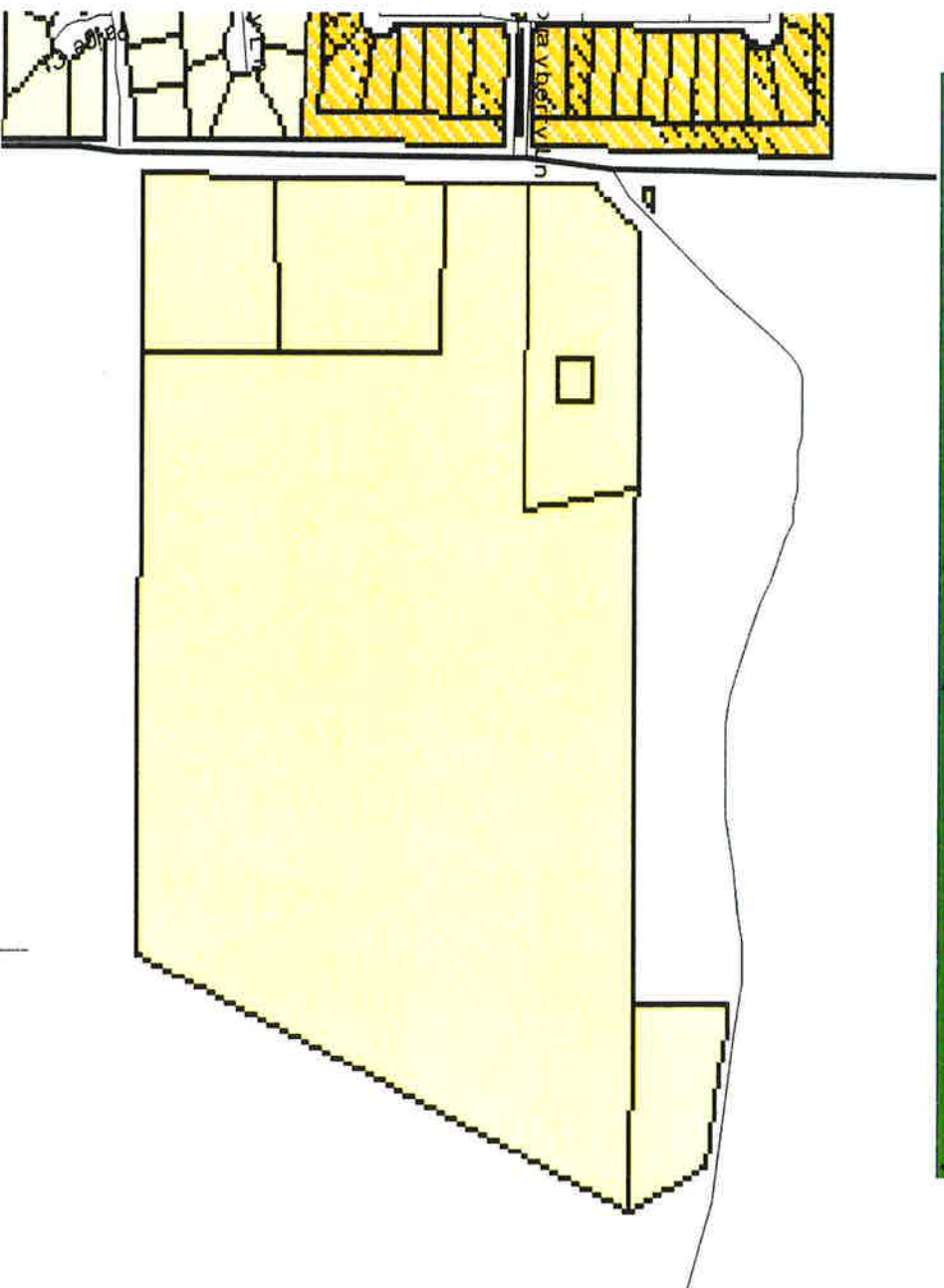
City of Stockbridge
Zoning Map
2020



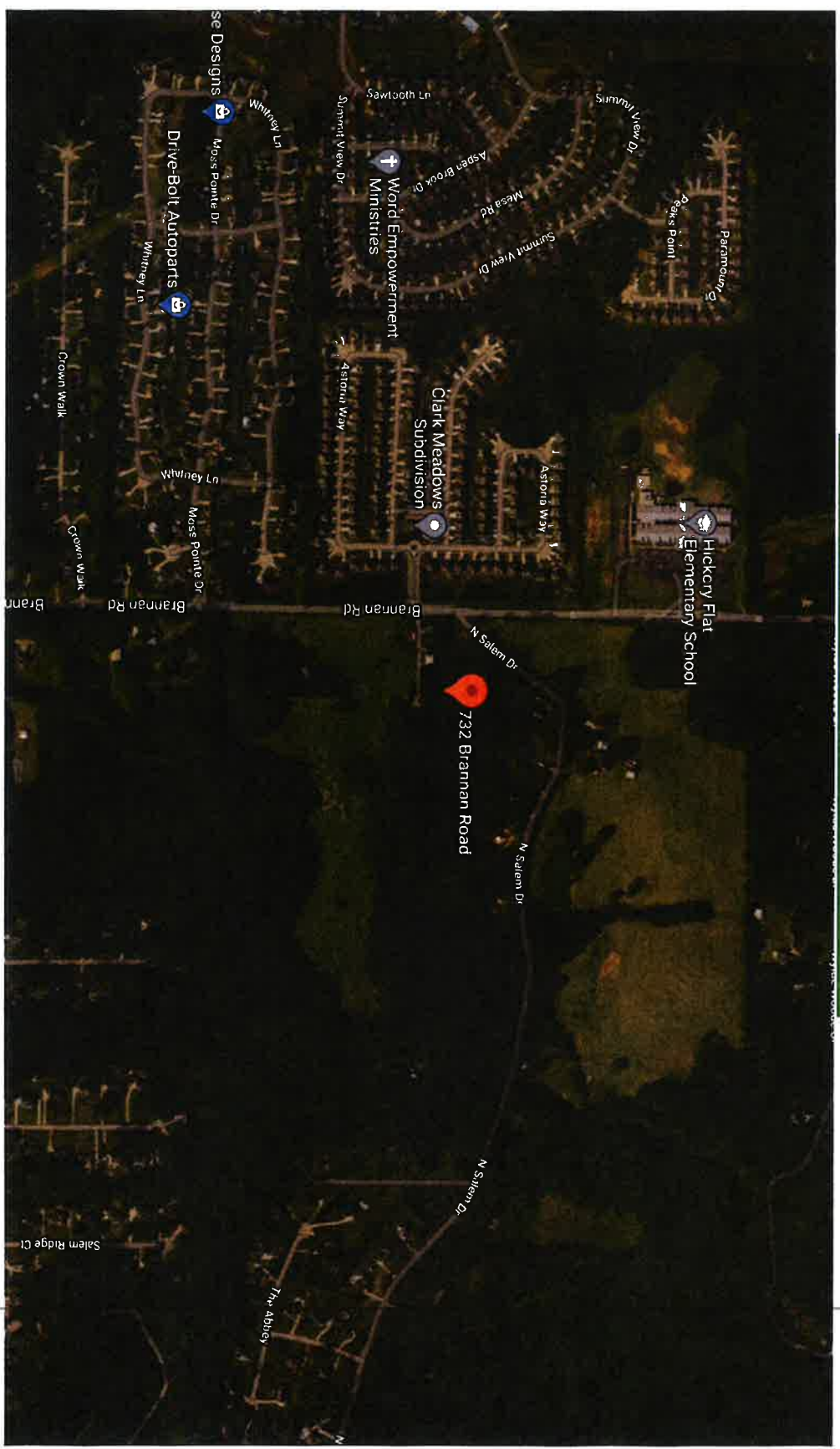
VICINITY ZONING MAP



PARCEL ZONING MAP (All 5 parcels are zoned 'RA')



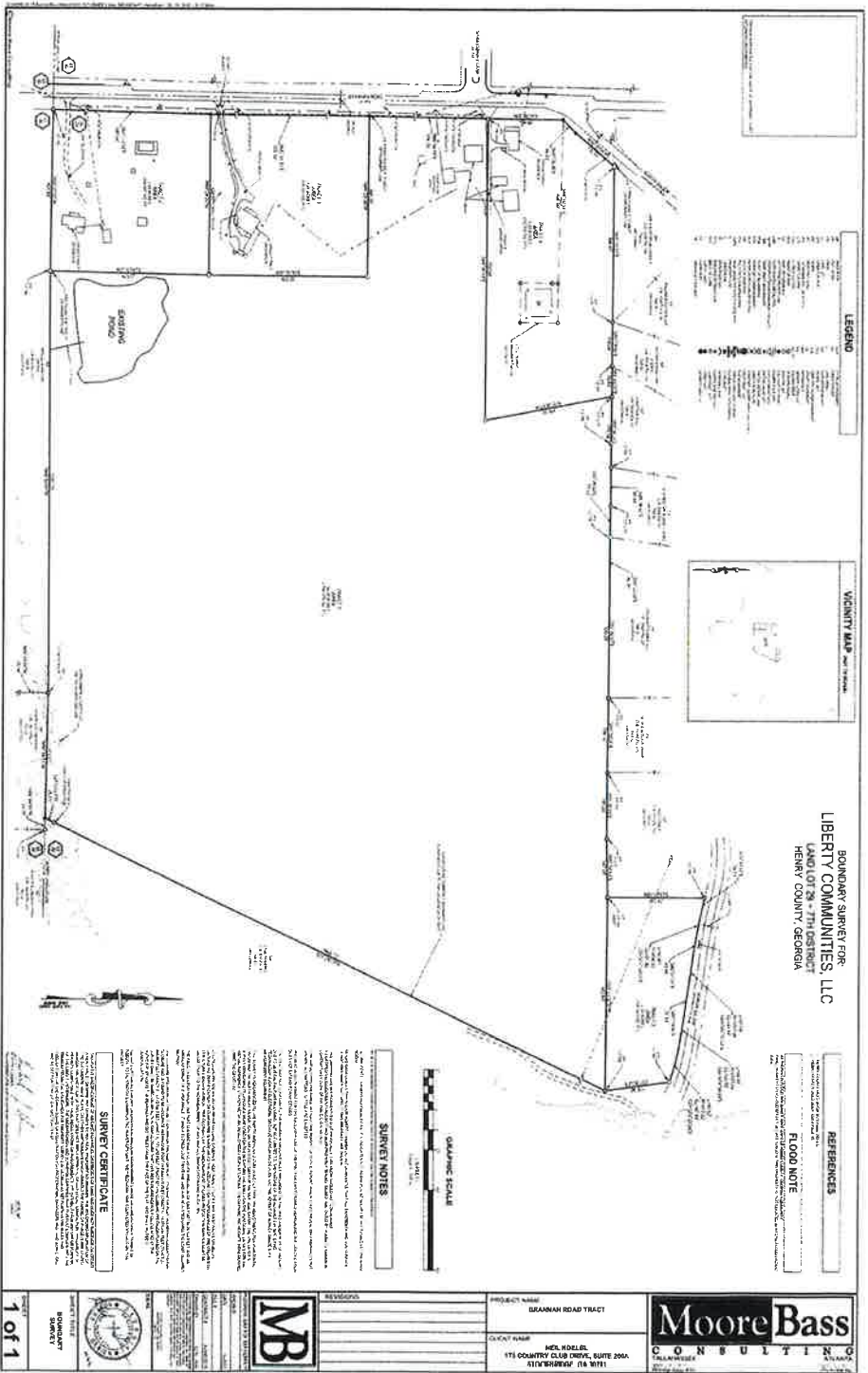
AERIAL PHOTO OF VICINITY



AERIAL PHOTO OF NEIGHBORHOOD



SITE SURVEY



AERIAL PHOTO OF SURROUNDING SUBDIVISIONS (from the Applicant)



SURROUNDING LAND USES AND ZONING

LOCATION	EXISTING LAND USE	EXISTING ZONING
Property to the North	Scattered single-family houses and minor farm uses	Outside of the City
Property to the Southeast	Country Acres Subdivision	Outside of the City
Property to the East	Scattered single-family houses and vacant land	Outside of the City
Property to the West	Clark Meadows Subdivision (formerly Sprayberry Station) and vacant land	PD (Planned Development)
Property to the Southwest	Moss Pointe Subdivision and vacant land	R-2 (Single-Family Residential)

REZONING REQUEST

APPLICANT: Neil Koelbl.

AGENT: Moore Bass Consulting.

DEVELOPER: Liberty Communities, LLC

ATTORNEY: Battle Law.

TRAFFIC ENGINEER: Marc Acampora, PE, LLC

REQUEST: Rezone the subject property (including the five parcels of land which were combined on 12/17/20 via Recombination Case #RC-2020-03) from 'RA' (Residential-Agricultural) to 'R-3' (Single-Family Residential) to allow for the development of a proposed subdivision, to be named "The Reserve at Hickory Hills."

THE FIVE PREVIOUSLY-COMBINED PARCELS INCLUDED:

1. Parcel #088-02049000 (732 Brannan Road)
2. Parcel #088-02050000 (664 Brannan Road)
3. Parcel #088-02051000 (618 Brannan Road)
4. Parcel #088-02049005 (large parcel on Brannan Road)
5. Parcel #088-02045000 (small parcel on North Salem Drive)

SIGN POSTINGS: Rezoning signs were first posted on October 26, 2020. Due to deferrals, overlay strips with new meeting dates were later posted on November 16 & 12, 2020 and again on February 1, 2021.

TWO PRIVATE COMMUNITY MEETINGS— Were held by the applicant on January 21, 2021 and February 18, 2021. These were not official City meetings.

EXISTING CONDITIONS

PROPERTY LOCATION: East side of Brannan Road and south side of North Salem Drive.

SURROUNDING LAND USES: Rural residential, minor agricultural uses, several subdivisions, and vacant land. Two subdivisions are located across from the subject property, on the west side of Brannan Road: Clark Meadows Subdivision and Moss Pointe Subdivision.

SURROUNDING ZONING: Clark Meadows Subdivision is zoned 'PD' (including 'R-2' and 'R-3' sections) and Moss Pointe Subdivision is zoned 'R-2'. The 'RA' district borders the subject property to the north.

FUTURE LAND USE DESIGNATION: 'Low-Density Residential', which allows a density of 1.25 to 2.0 dwelling units per acre.

ZONING HISTORY: No previous rezoning cases were found. The property at 732 Brannan Road was annexed into the City in 2004, including the existing cell tower.

'R-3' DISTRICT PURPOSE AND REQUIREMENTS: Allows smaller lots as part of a planned development on public sewer. Minimum lot requirements: 12,000 square feet and 75 feet wide. Minimum house size: 1,050 square feet.

PROPERTY CHARACTERISTICS: Has 73.71 total acres. Features a floodplain area near the center and a small pond. The adjacent North Salem Drive to the north is very narrow and curvy.

EXISTING USES: Rural residential, minor agricultural uses, a cell tower (at 732 Brannan Road), and vacant land. The cell tower was built in 2000 by Sprintcom, and AT&T co-locates its equipment on the tower.

VIEW OF SIGN POSTED ON NORTH SALEM DRIVE (02/01/21)



VIEW OF SIGN POSTED AT 732 BRANNAN ROAD (02/01/21)



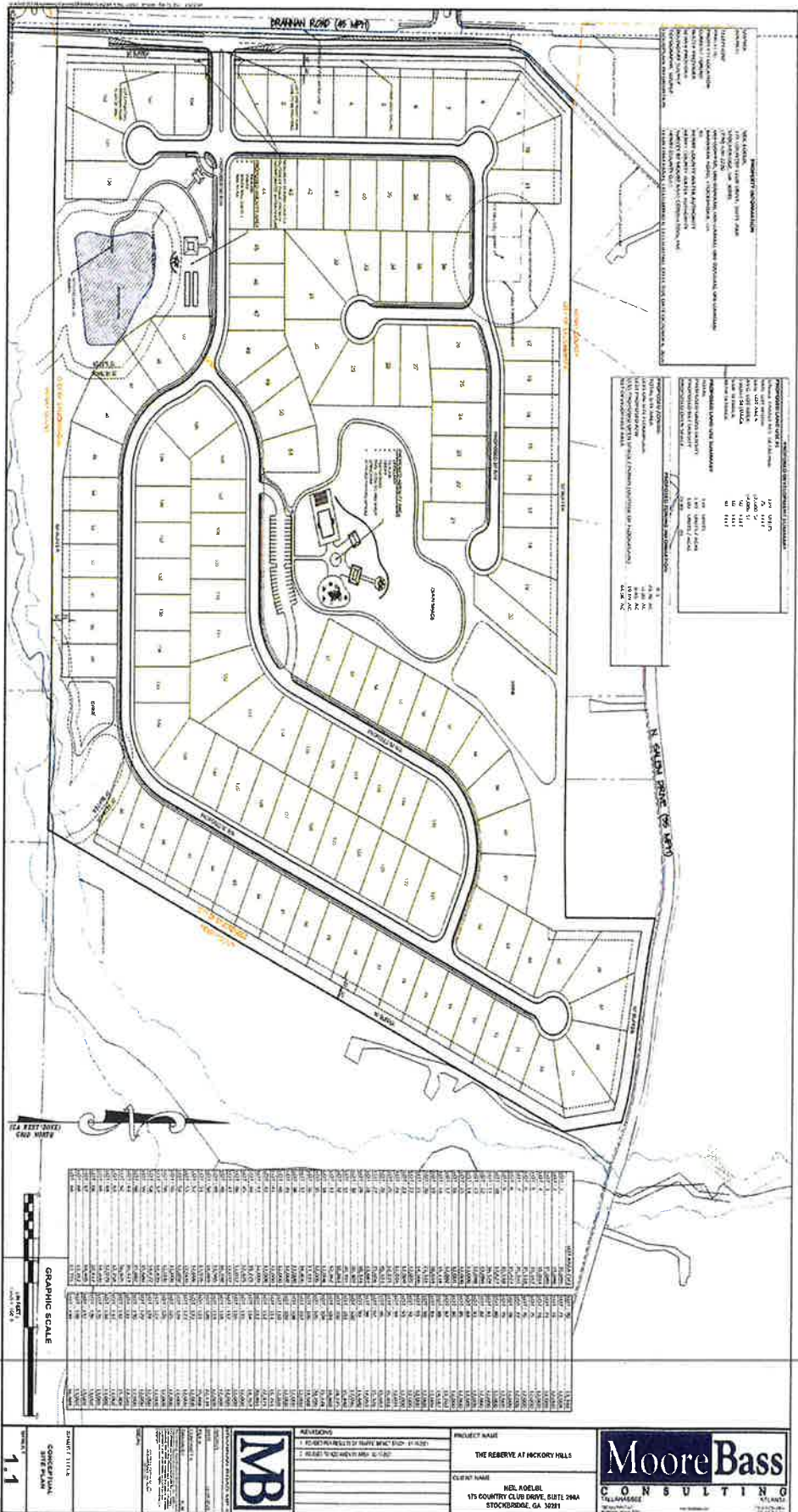
VIEW OF SILO NEAR 732 BRANNAN ROAD



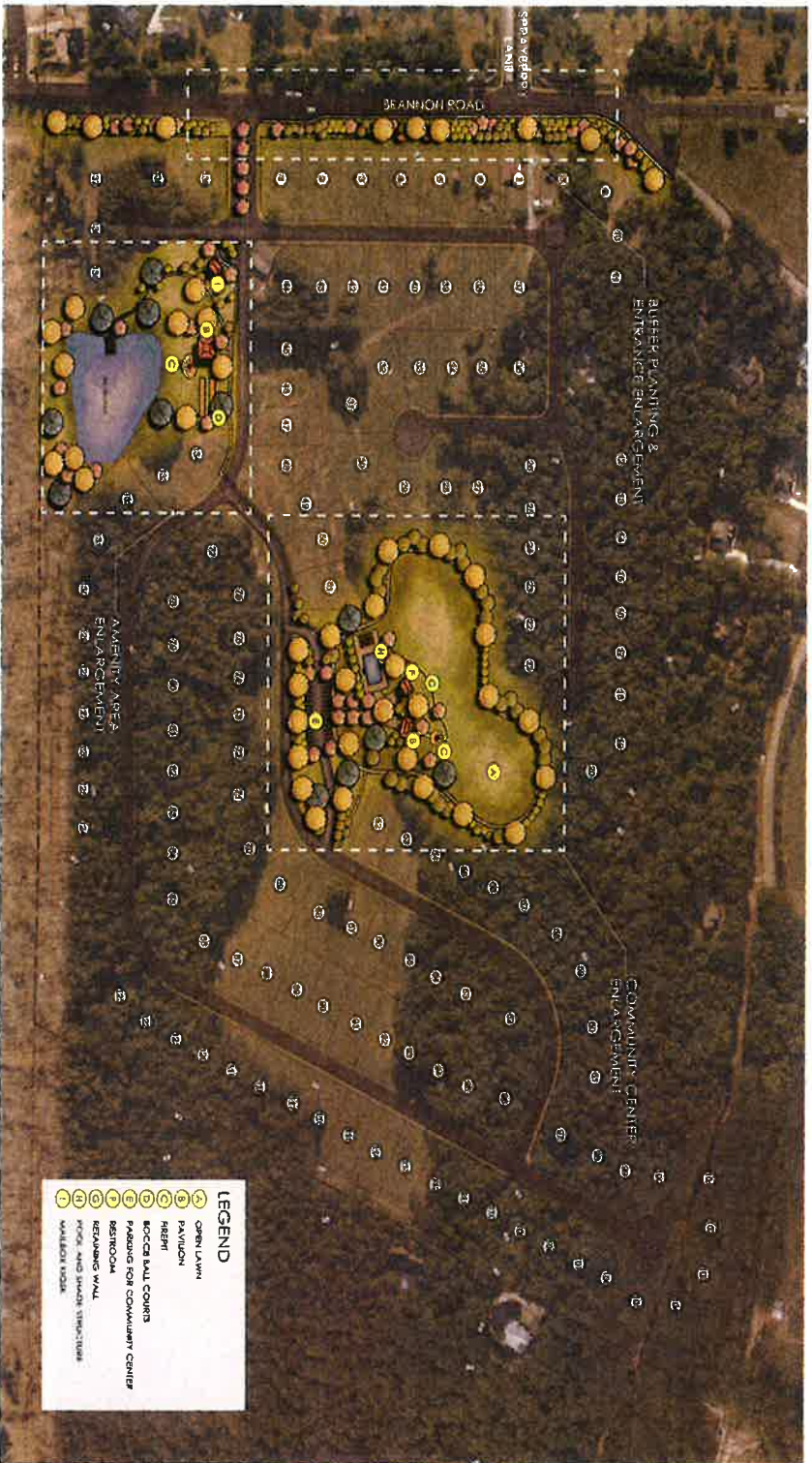
VIEW OF SIGN POSTED AT 618 BRANNAN ROAD (02/01/21)



PROPOSED SITE PLAN



AMENITY AREA LOCATIONS



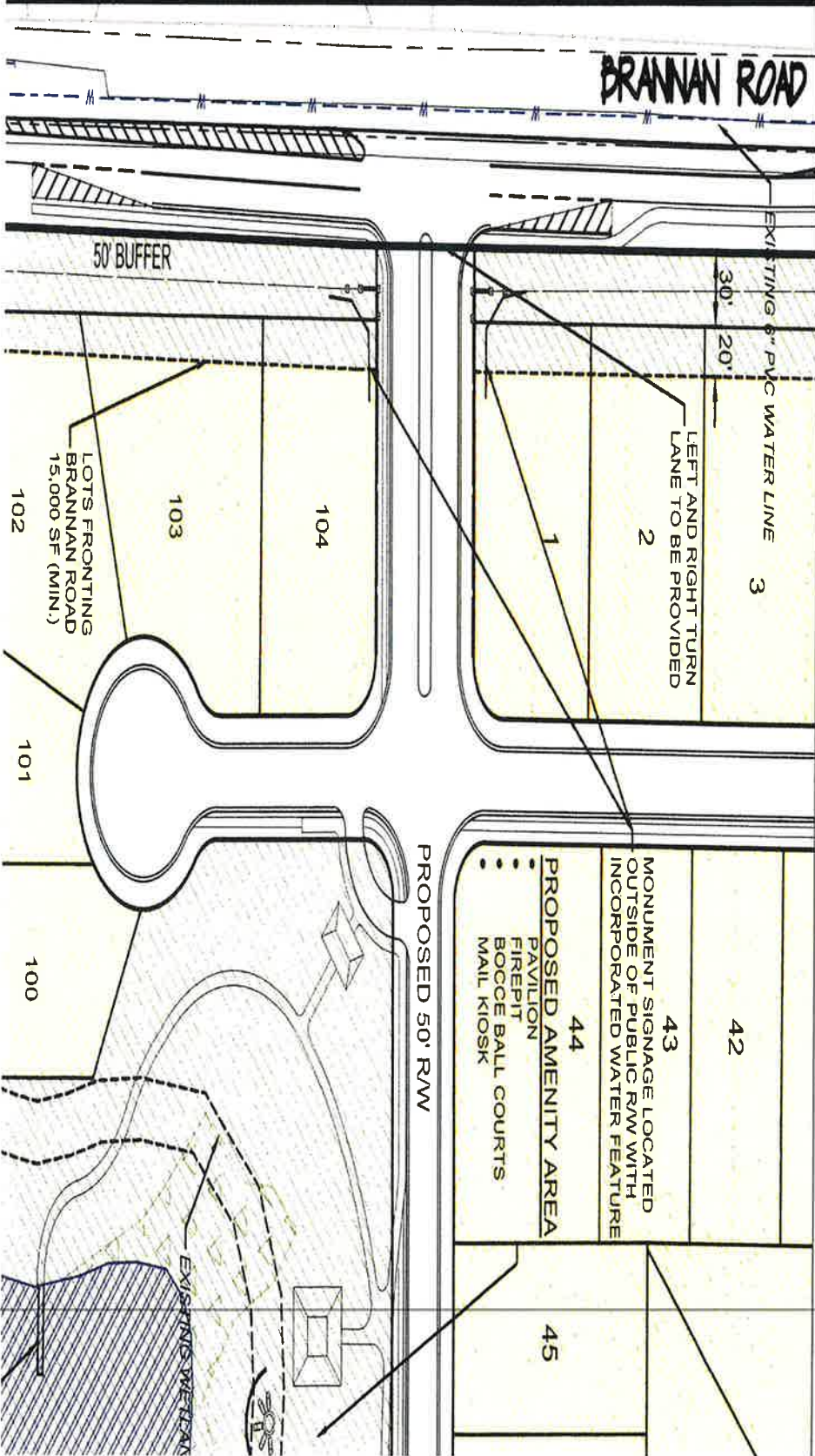
THE RESERVE AT HICKORY HILLS CONCEPT PLAN

FORESITE



FEB 16, 2021

LIBERTY
COMMUNITIES



ENTRANCE AREA DETAILS

PROPOSED SUBDIVISION FACTS—Page One

SITE DESIGN:

1. Access to the subdivision would be located south of Sprayberry Drive.
2. The entrance would be boulevard-style. It would include a monument sign and a water feature.
3. Acceleration and deceleration lanes would be provided at the entrance.
4. Trees would be planted along Brannan Road.
5. The eleven lots fronting onto Brannan Road would all have a minimum of 15,000 square feet in order to make them comparable to the lots within the Clark Meadows Subdivision across the street which have frontage on Brannan Road.
6. The existing cell tower, pond, and open space area would remain.
7. A homeowners' association (HOA) would maintain the common areas, amenities, and landscaping along Brannan Road.
8. A 50-foot-wide buffer would surround the property.
9. A fence would be installed at the northern property line.

UTILITIES: Henry County water service is available, but the developer would be required to extend a sewer line to serve the site, which might also require that easements be obtained.

SITE PLAN DATA

PROPOSED DEVELOPMENT SUMMARY

PROPOSED LAND USE #1

SINGLE-FAMILY RES. DETACHED	139	UNITS
MIN. LOT WIDTH:	75	FEET
MIN. LOT AREA:	12,000	SF
AVG. LOT AREA:	14,086	SF
FRONT SETBACK:	50	FEET
SIDE SETBACK:	10	FEET
REAR SETBACK:	40	FEET

PROPOSED LAND USE SUMMARY:

TOTAL:	139	UNITS
PROPOSED GROSS DENSITY:	1.89	UNITS / ACRE
PROPOSED NET DENSITY:	3.09	UNITS / ACRE
PROPOSED OPEN SPACE:	19.89	AC

PROPOSED ZONING INFORMATION

PROPOSED ZONING:	R-3
TOTAL SITE AREA	73.70 AC.
LESS ON-SITE FLOODPLAIN	-0.20 AC.
LESS PROPOSED R/W	-8.85 AC.
LESS PROPOSED OPEN SPACE / PONDS (OUTSIDE OF FLOODPLAIN)	-19.69 AC.
NET DEVELOPABLE AREA	44.96 AC.

PROPOSED SUBDIVISION FACTS—Page Two

SITE FEATURES: The site has 73.71 acres. Only 44.96 acres would be developable due to the existing pond, floodplain, and other open space areas. A cell tower is present.

SITE ACCESS: The site would be accessed from a boulevard-style street off Brannan Road, south of Sprayberry Drive. Acceleration and deceleration lanes would be provided to facilitate turning movements. Sidewalks and tree plantings would also be provided at the entrance.

PROJECT SIZE:

1. Numbers of lots and homes-- 139 lots and 139 homes.

2. Overall density-- 1.89 dwelling units per acre. Net density--3.09 units per acre.

3. Home Sizes-- The applicant is proposing to build 2,000-square foot homes, even though the 'R-3' district allows homes that are about half of that size (1,050 square feet).

LOT SIZES:

1. Average lot size-- 14,086 square feet.

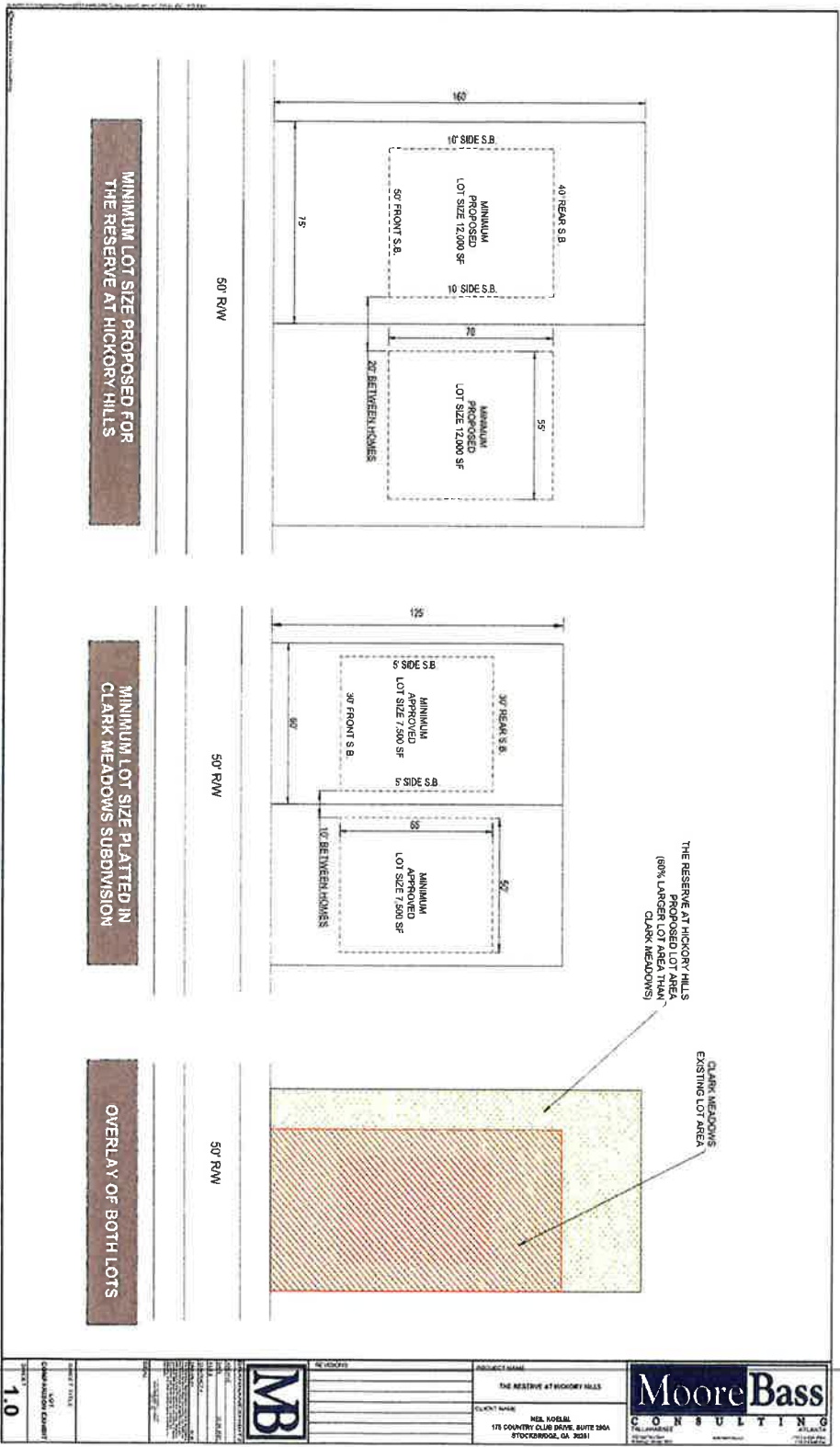
2. Some lots-- Would have the minimum requirement of 12,000 square feet.

3. About half of the lots-- Would have between 15,000 and 20,000 square feet.

4. Eleven lots adjacent to Brannan Road-- Would have at least 15,000 square feet. This would mirror the lot sizes of the lots within the Clark Meadows Subdivision that are adjacent to Brannan Road.

5. All lots-- Would be at least 75 feet wide and would have the following yard setbacks: 50 feet in the front, 10 feet at the side, and 40 feet in the rear.

LOT SIZE COMPARISON DIAGRAMS



PROPOSED SUBDIVISION FACTS – Page Three

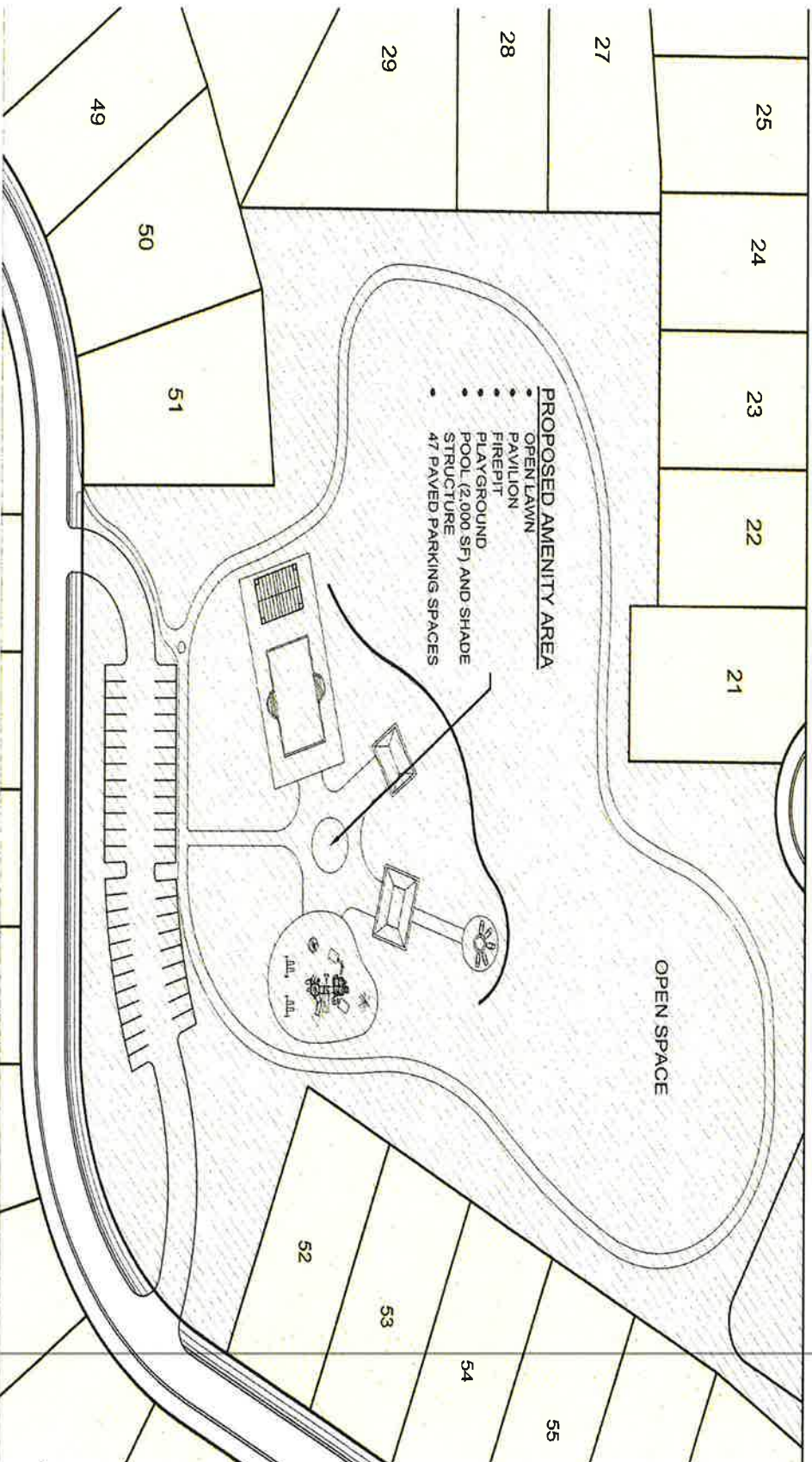
AMENITIES:

1. A community center amenity area would be located near the center of the site. It would include a swimming pool with a shade structure, a pavilion, an open lawn area, a walking trail, a playground, and a fire pit; plus a parking lot with 47 parking spaces.
2. A pond amenity area would be provided at the southwest corner of the site, near the existing pond. It would include a walking trail, a pavilion, bocce ball courts, a fire pit, and a mail kiosk.

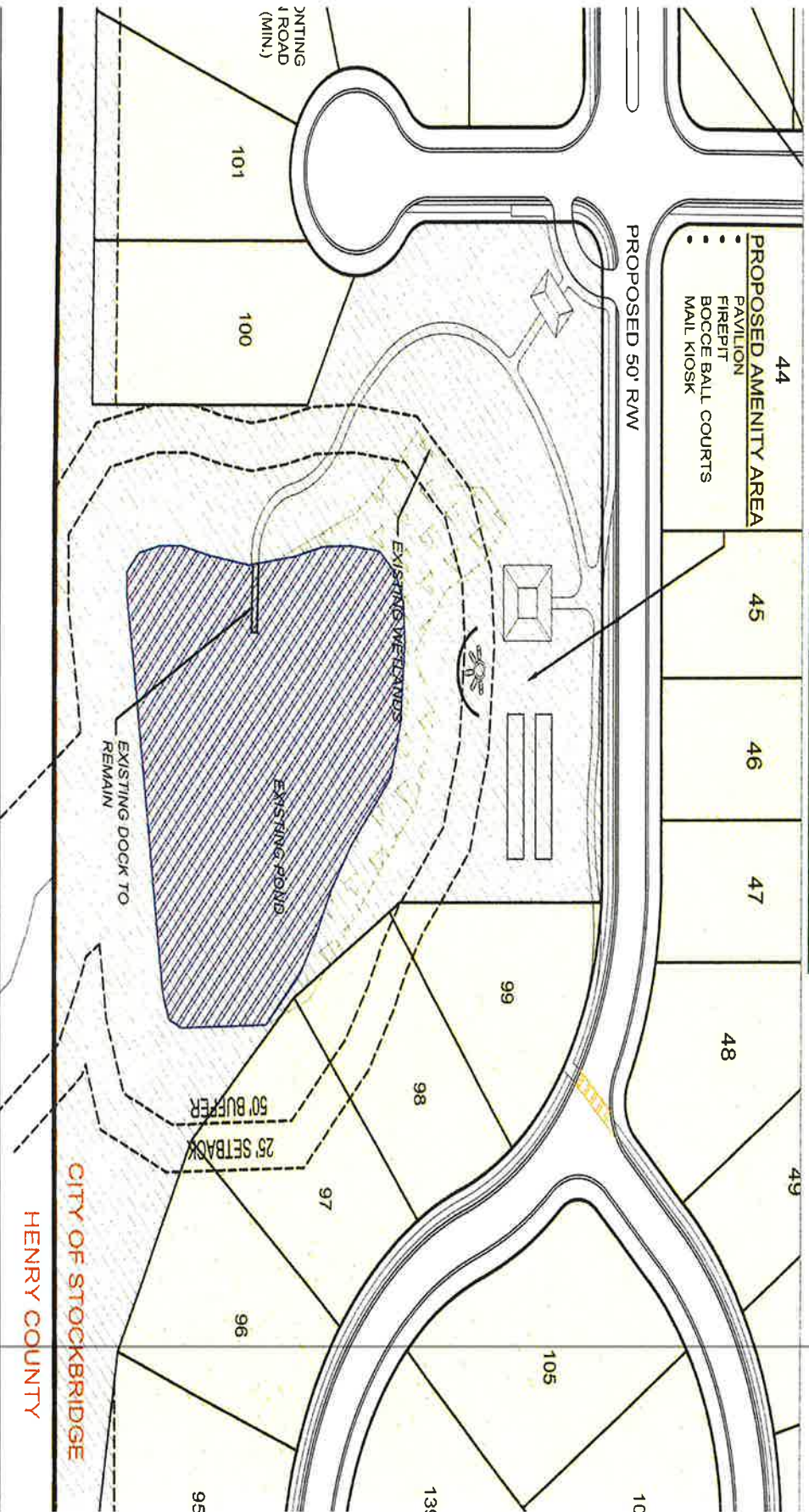
HOMES:

1. A total of 139 homes would be built.
2. All homes would have a minimum of 2,000 square feet. This would be much larger than the minimum of 1,050 square feet which the R-3 district requires.
3. All homes would have brick on all four sides.

COMMUNITY CENTER AREA AMENITIES



POND AREA AMENITIES

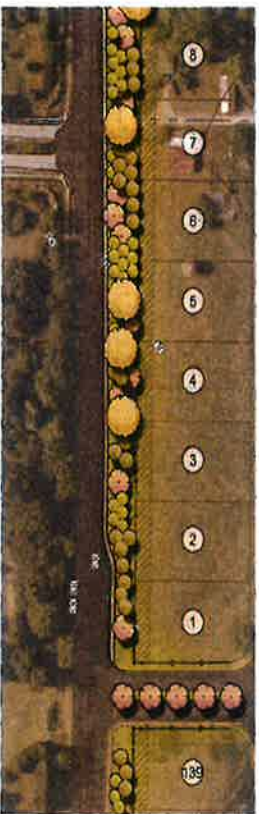


AMENITY ENLARGEMENTS



COMMUNITY CENTER ENLARGEMENT

SCALE: 1" = 60'



BUFFER PLANTING & ENTRANCE ENLARGEMENT

SCALE: 1" = 60'

THE RESERVE AT HICKORY HILLS CONCEPTS



ENTRANCE SIGN



AMENITY AREA ENLARGEMENT

SCALE: 1" = 60'



BALD CYPRESS



CHERRY LAUREL



CRYPTOMERIA



EASTERN RED CEDAR

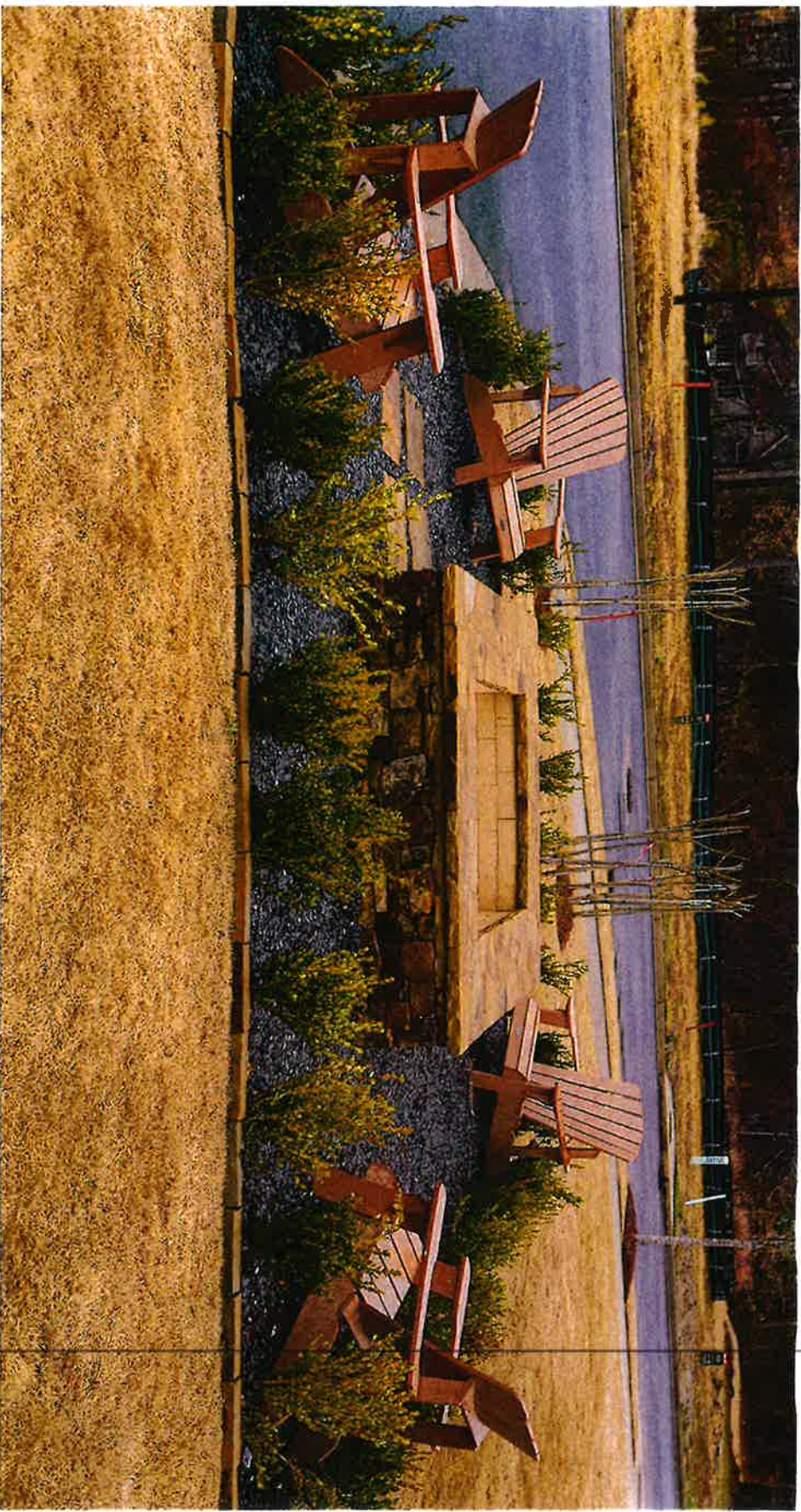


MAGNOLIA

EXAMPLE OF PLAYGROUND TO BE INSTALLED



EXAMPLE OF FIREPITS TO BE INSTALLED



EXAMPLE OF BOCCÉ BALL COURTS TO BE INSTALLED



2

TRAFFIC IMPACT STUDY—TITLE PAGE OF REPORT

Traffic Impact Study

Proposed Brannan Road Subdivision
City of Stockbridge, Georgia

study prepared for:

Mr. Neil Koelbl
175 Country Club Drive, Suite 200A
Stockbridge, Georgia 30281

January 20, 2021



MARK R. AGANNOLO, PE, LLC
TRAFFIC ENGINEERING
838 Myrtle Street NE
Atlanta, Georgia 30308
Phone (404) 537-1723
www.markaganollo.com

TRAFFIC IMPACT STUDY—METHODODOGY AND FINDINGS

METHODOLOGY

1. The study was based on the originally-proposed 147 new homes.
2. Traffic counts were taken on January 7, 2021 at the proposed subdivision entrance, during the morning and afternoon peak hours.
3. Intersection analyses were made at 1) Brannan Road and North Salem Drive; and 2) Brannan Road and Sprayberry Drive.
4. Adjustment factors were used to account for the coronavirus pandemic and school not being open.
5. Consideration was made of county and state requirements, planned transportation improvements in the vicinity, and travel pattern changes in the foreseeable future due to the pandemic.

KEY FINDINGS

1. Existing traffic operations in the vicinity are “excellent”, including intersection turning movements.
2. Traffic volume growth in the vicinity has been minimal, and this is expected to continue.
3. The subdivision is expected to generate 109 new morning peak hour trips, 147 afternoon peak hour trips, and 1,482 total daily trips.
4. Only minor traffic increases and intersection delays are expected due to the proposed subdivision.
5. Henry County and Georgia DOT would require that acceleration and deceleration lanes be installed at the subdivision's entrance to facilitate turning movements.
6. No other traffic improvements are needed now or in the near future after the subdivision is built.

STAFF ANALYSIS—Page One

SUITABILITY OF THE PROPOSED SUBDIVISION:

1. It is unlikely that the property would develop into additional rural residential or agricultural uses due to its location.
2. A subdivision would be a reasonable use of the property due to the proximity of several other subdivisions adjacent to and surrounding the property.
3. The subdivision would meet the density requirements of the property's future land use designation.

SUITABILITY OF THE REQUESTED 'R-3' DISTRICT:

1. The applicant would be able to develop the proposed subdivision under 'R-3' if he extends a public sewer line to the subject property, in accordance with the requirements of the Henry County Water and Sewer Authority.
2. The 'R-3' district would allow the proposed subdivision to have lots sizes that are comparable to the lot sizes in the Clark Meadows and Moss Pointe Subdivisions, which have sewer lines.

STAFF ANALYSIS—Page Two

SUITABILITY OF THE PROPOSED SITE PLAN

1. The subdivision would have a traditional design.
2. No secondary access would be provided at North Salem Drive, thereby eliminating possible safety hazards due to the narrow and curvy characteristics of the road.
3. The existing pond would be preserved and would be used as a focal point for several amenities.
4. The applicant is proposing to build many larger lots and larger homes than are required by the 'R-3' District.
 - a. About half of the lots would have more than the minimum required size of 12,000 square feet.
 - b. Eleven lots along Brannan Road would have at least 15,000 square feet. This would make it compatible with the lots in the Clark Meadows Subdivision along Brannan Road.
 - c. All of the homes would have at least 2,000 square feet, making them almost double the size of what the 'R-3' District requires (1,050 square feet).

IMPACTS ON ADJACENT PROPERTIES—A fence should be installed along the northern side of the property as a protection against the adjacent rural residential and agricultural uses.

STAFF ANALYSIS—Page Three

IMPACTS ON PUBLIC SCHOOLS—A letter from Henry County Schools' McDonough District Office (10/5/20) stated that projections for additional classroom spaces would be based on two new students per residence and 25 students per classroom. For the proposed 139 homes, eleven new classrooms would be needed to serve an estimated 278 new students. However, the cost of the new classrooms would likely be offset by the additional school taxes that the subdivision residents would pay.

IMPACTS ON ADJACENT STREETS:

1. The applicant's traffic impact study projects excellent traffic operations within the vicinity of the proposed subdivision and at the intersections of Brannan Road with North Salem Drive and Sprayberry Drive.
2. The installation of turn lanes at the subdivision's entrance would be required by Henry County and the Georgia DOT.
3. To facilitate pedestrian movements, sidewalks should be installed on at least one side of each internal street.

IMPACTS ON UTILITIES—A letter from the Henry County Water Authority (8/5/20) cited the sufficiency of water to the site, but said that a sewer line extension to the site would be required.

STAFF RECOMMENDATIONS—Page One

The Planning and Zoning Staff recommends the **APPROVAL** of the requested 'R-3' zoning, subject to the following **ZONING CONDITIONS**:

1. REGARDING THE SITE PLAN -- The subdivision shall be developed in accordance with the submitted revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Conceptual Site Plan / Brannan Road Tract", comprising Sheet #1.1, which was prepared by Moore Bass Consulting on December 4, 2020 which comprises the second revision on February 17, 2021 (after the first revision was prepared on January 15, 2021). Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event that the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

2. REGARDING SUBDIVISION DESIGN:

- a.** The developer shall construct an offsite sanitary sewer line extension to the property, at the developer's expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer's expense."
- b.** The subdivision entrance from Brannan Road shall be located south of Sprayberry Drive. It shall be boulevard-style with monument signage located outside of the public right-of-way. Such signage shall incorporate a water feature in its design.
- c.** The developer shall construct acceleration/deceleration lanes and sidewalks at the entrance to the subdivision, in compliance with Henry County and Georgia DOT specifications.

STAFF RECOMMENDATIONS—Page Two

- d. The developer shall comply with all requirements of the City's Subdivision Ordinance.
- e. A maximum of 139 lots and 139 single-family detached homes shall be constructed on the property.
- f. All lots that are located adjacent to Brannan Road shall have at least 15,000 square feet.
- g. A homeowner's association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.

3. REGARDING LANDSCAPE DESIGN:

- a. A fence (wooden or vinyl-coated chain link) shall be constructed along the northern boundary of the property.
- b. A minimum of 20 percent (20%) of the site shall be preserved as open space. The existing floodplain area, pond, and other open space areas shall be preserved, and they shall include walking paths that are constructed of pervious materials.
- c. The subdivision shall contain both a community center amenity area near the center of the site and a pond amenity center which encompasses the existing pond.
- d. The proposed community center amenity area shall include a minimum of the following amenities: a 2,000-square-foot swimming pool with a shade structure, a pavilion, an open lawn, a walking trail, a playground, and a fire pit; plus a parking lot with 47 parking spaces.
- e. The proposed pond amenity area shall include a minimum of the following amenities: a walking trail, a pavilion, bocce ball courts (or a similar type of active recreational facility), a fire pit, and a central mail kiosk with a vehicle pull-off area.

STAFF RECOMMENDATIONS—Page Three

- f. The proposed amenities shall be installed or constructed after 50 percent of the dwelling units have been constructed, and before any land disturbance permits are issued for the development of additional lots.
- g. The developer shall provide a minimum 50-foot-wide buffer around the perimeter of the property boundary, with the exception of areas that are required for access or utility connections.
- h. The developer shall provide a landscaping plan which shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
- i. Sidewalks that are at least four (4) feet wide shall be installed along at least one side of each internal subdivision street.
- j. All disturbed areas of the residential lots shall be sodded, except for areas where landscaping is present or is installed.

4. REGARDING ARCHITECTURAL DESIGN:

- a. All homes shall have a two-car garage, at a minimum.
- b. All homes shall have a minimum of 2,000 square feet of heated space.
- c. All homes shall have brick exteriors on all four sides.
- d. All homes shall have exteriors which further comply with the Architectural Standards of City Ordinance #OR18-452.

STAFF RECOMMENDATIONS—Page Four

5. REGARDING PROCEDURAL MATTERS:

- a. The applicant or developer shall submit a subdivision application for review and approval by the Planning Commission after the rezoning of the property is approved.
- b. An official subdivision plat shall be approved by the City and recorded with the Henry County Superior Court before any land disturbance or building permits may be issued by the City to develop the subdivision.
- c. In compliance with Section 12.12.003(A) of the City's Zoning Code ("Expiration of Approvals"), the zoning classification of the property may revert back to 'RA', or to some other zoning classification after a period of eighteen (18) months, if the Mayor and City Council chooses, if "substantial progress" has not been achieved in the construction of the subdivision, whereby the first inspection is carried out.

[END]



Rezoning Application

THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR REZONING APPLICATIONS TO BE HEARD BY THE CITY OF STOCKBRIDGE PLANNING COMMISSION AND / OR THE STOCKBRIDGE CITY COUNCIL.

PLEASE NOTE: ALL FEES ARE NON-REFUNDABLE. THERE ARE NO EXCEPTIONS.

PLEASE CALL THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO SCHEDULE AN APPOINTMENT.

NO PRE-APPLICATION MEETING WILL BE CONDUCTED WITHOUT AN APPOINTMENT.

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE
BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY
AT (770) 389-7900.

THE LOCATION OF ALL CITY OF STOCKBRIDGE PLANNING COMMISSION AND CITY COUNCIL
MEETINGS IS:

**STOCKBRIDGE CITY HALL
SECOND FLOOR
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**



City of Stockbridge Planning and Zoning Division,
Community Development Department
Zoning Application Checklist

PLEASE COMPLETE THIS FORM WHEN ACCEPTING ALL REZONING APPLICATIONS. ATTACH
 THE CHECKLIST TO THE APPLICATION AND SIGN.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK/ INITIAL
Pre-Application Review Form (Meeting Notes)	1	Must be obtained from a current planner, prior to submitting your application (by appointment only).	
Application Form	1	1. Signed and notarized by owner. 2. In lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease"	PP
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application and must be notarized	PP
Letter of Ownership	1	Letter stating that the owner is aware of the zoning request and owns the property in question	
Letter of Intent	1	Must clearly state the proposed use and development intent	PP
Site Plans (24 x 36) And (11 x 17)	1 20	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers and proposed lot layout. Subject to the discretion of the Planning & Zoning Director	PP
Survey Plat (8 ½ x 11) Or (11 x 17)	1	Subject Property, prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and 3) Include a notation as to the total acreage or square footage of the subject property	PP
Letter from the Henry County Water and Sewerage Authority	1	This letter must accompany the application at the time of submittal.	PP
Form from the Health Department	1	This letter must accompany the application at the time of submittal (Only needed if property is not on sewer)	N/A
Form from the Henry County School Board	1	This letter must be available and accompany application at the time of submittal (Only needed for residential rezoning applications)	PP

Procedures

A pre-application meeting with one of the staff planners before submission of any application is required. A scheduled appointment is required. *(No opinions or guidance can be given over the phone).* Staff will review the request and discuss all necessary code requirements that affect the request. Staff may also need to consult other county departments before accepting the application. The request will then be advertised in the *Henry Daily Herald* and a sign posted at least 15 days prior to the scheduled public meeting date (see the enclosed schedule).

No application will be accepted unless all necessary documentation is complete, and a pre-application meeting has been held (There will be no exceptions.)

The Planning Commission meets on the 4th Thursday of each month to hear zoning requests. Upon recommendation by the Planning Commission, the request will then go before the City Council for their next available month's agenda, subject to the Planning and Zoning Division Office's determination.

Notes

Section 12.00.03 of the ULDC outlines the Expiration of Approvals (Zoning Reversions)

A. Amendment of the Official Zoning Map (rezoning)

1. After an approval has been granted for an amendment to the Official Zoning Map to create or extend any zoning district, the applicant, agent or property owner has eighteen (18) months in which to make substantial progress in developing the property.
2. Substantial progress shall mean the point of construction at which time the first inspection is carried out.
3. If no substantial construction or alteration of the property or other affirmative action to develop the property has occurred within eighteen (18) months of the granting of an application for rezoning, the Zoning Advisory Board may review the situation and report its findings with recommendations to the Board of Commissioners who may, at a public hearing, change the zoning category to its prior or other appropriate zoning district classification.

Contacts

City of Stockbridge Planning and Zoning Division,
Community Development Department
4640 North Henry Boulevard
Stockbridge, GA 30281
tel. (770) 389-7900

Henry County Water and Sewer Authority
1695 Highway 20 West
McDonough, GA 30253
tel. (770) 957-6659

Henry County Fire Department
664 Industrial Boulevard
McDonough, GA 30253
tel. (770) 288-6600

Henry County Environmental Compliance
and Plan Review
140 Henry Parkway
McDonough, GA 30253
tel. (770) 288-6064

City of Stockbridge Building Services Division,
Community Development Department
4602 North Henry Boulevard
Stockbridge, GA 30281
tel. (678) 833-3314

Henry County Health Department
Environmental Health Section
137 Henry Parkway
McDonough, GA 30253
tel. (770) 954-2078

Henry County Police Department
100 Henry Parkway
McDonough, GA 30253
tel. (770) 288-8200

Henry County Board of Education
33 North Zach Hinton Parkway
McDonough, GA 30253
tel. (770) 957-6601



DATE _____

REQUEST/ITEMS DISCUSSED:

NORTH: _____ SOUTH: _____ EAST: _____ WEST: _____

Per my conversation w/ C. Moore and Linda Hogan
this application may be submitted while
waiting on Pre-App meeting and letter
from Gordon. RD



**City of Stockbridge Planning and Zoning Division,
Community Development Department
Rezoning Request Application**

Name of Applicant Neil Koelbl Phone: 404-925-9103 Date: 9/30/2020
 Address Applicant: 175 Country Club Drive, Suite 200A Fax _____ Pager/Cell # _____
 City: Stockbridge State: GA Zip: 30281 E-mail: _____
 Name of Agent Moore Bass Consulting, Inc./Steve Moore Phone: 770-914-9394 Date: 9/30/2020
 Address Agent: 1350 Keys Ferry Court Fax _____ Pager/Cell # _____
 City: McDonough State: GA Zip: 30253 E-mail: smoore@moorebass.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE
OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS

The property will be POSTED with a City of
Stockbridge Planning and Zoning Sign. The sign must
remain on the subject property for no less than fifteen
days prior to either Planning Commission or City
Council meeting(s). The applicant or property owner
shall not remove or alter the sign for any reason. PP

Request from RA to _____
 (Current Zoning)
R-3
 (Requested Zoning)

For the Purpose of Single Family Residential
 (Type of Development)

Address of Property: Brannan Road Nearest intersection to the property: N. Salem Road
 (Street Address)
73.70

Size of Tract: 71.03 acre(s), Land Lot Number(s): 29 District(s): 7th

Gross Density: 2.08 units per acre Net Density: 3.15 units per acre

Property Tax Parcel Number: 088-02049000 (Required) 088-02049005, 088-0205000, 08802051000
& 088-02045000

Witness' Signature: _____

Signature of Applicant/s: _____

Printed Name of Witness: Drew Drake

Printed Name of Applicant/s: Neil Koelbl

Notary: _____

Signature of Agent: _____



NOTARY STAMP:
(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Pre-application meeting: _____ Date: _____

Recommendation of Planning Commission: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No XX

If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

We certify that the foregoing information is true and correct, this 5th day of October, 2020

Jeff C Hammock / Clark Family Investments LP
Applicant's Name - Printed

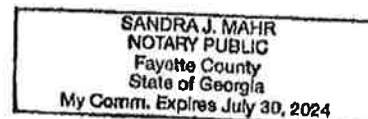
[Signature]
Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 5th day of October, 2020.

Sandra J. Mahr
Notary Public



* Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.



Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No XX

If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

I/We certify that the foregoing information is true and correct, this 2nd day of October, 2020

Stephen D. Moore

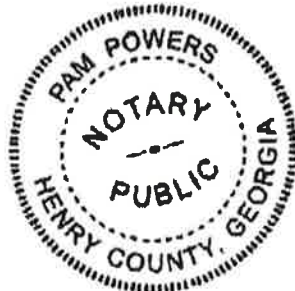
Applicant's Name - Printed

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2nd day of October, 2020



Notary Public

*Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.

October 5, 2020

City of Stockbridge, City Hall
4640 North Henry Boulevard,
Second Floor
Stockbridge, GA 30281

RE: Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 08802051000,
088-0205000, 088-02049005 & 088-2049000
Letter of Ownership

To Whom It May Concern:

This letter is being written to confirm that I am the owner of the above referenced property. Further, I am aware of the proposed request to rezone the property and do authorize Moore Bass Consulting and /or their agents, to represent this request on my behalf.

If you have any questions concerning the above or if any additional information is required, please do not hesitate to call me at (706)570-8550.

Sincerely,



Clark Family Investments LP



Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

October 5, 2020

City of Stockbridge, City Hall
4640 North Henry Boulevard,
Second Floor
Stockbridge, GA 30281

RE: Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 08802051000,
088-0205000, 088-02049005 & 088-2049000
Letter of Ownership

To Whom It May Concern,

This document is intended to serve as the Letter of Intent for the rezoning request on the above-referenced property, located on the east side of Brannan Road near its intersection with N. Salem Road in unincorporated Henry County, Georgia.

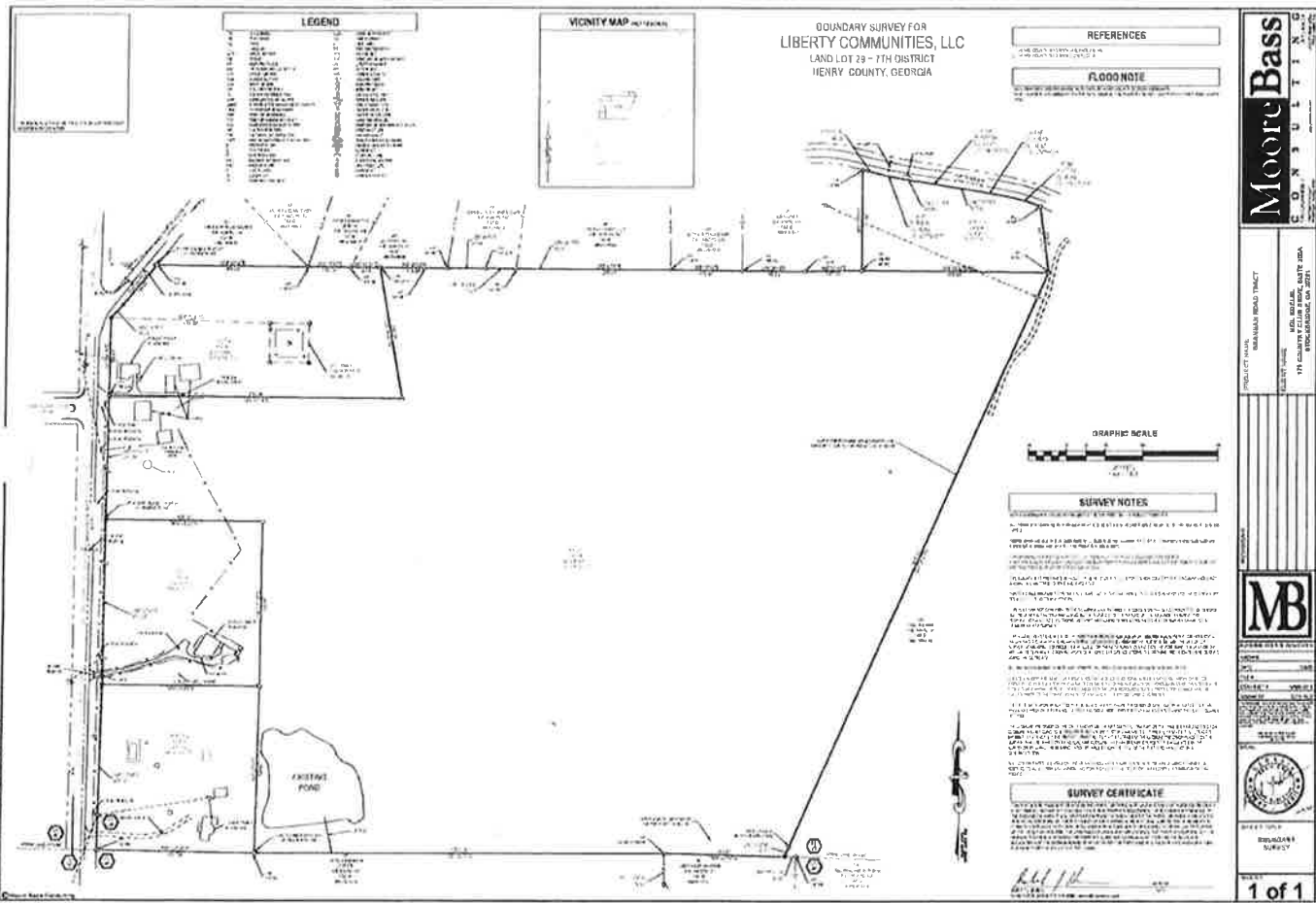
The subject property consists of approximately 70 +/- acres of land. The proposed intent is to rezone the property from RA and R-3. The purpose of the rezoning request is to development the property as a single-family residential community served by public water and public sewer service. The current site plan proposes 156 total dwelling units.

If you have any questions concerning the above or if any additional information is required, please do not hesitate to call me at (770) 914-9394.

Sincerely,

A handwritten signature in black ink, appearing to read "SDM", followed by a horizontal line.

Moore Bass Consulting, Inc.
Stephen D. Moore



Moore Bass
CONSULTING

PROJECT NAME: BRANHAM ROAD TRACT
CLIENT: LIBERTY COMMUNITIES, LLC
17TH DISTRICT, HENRY COUNTY, GEORGIA

MB

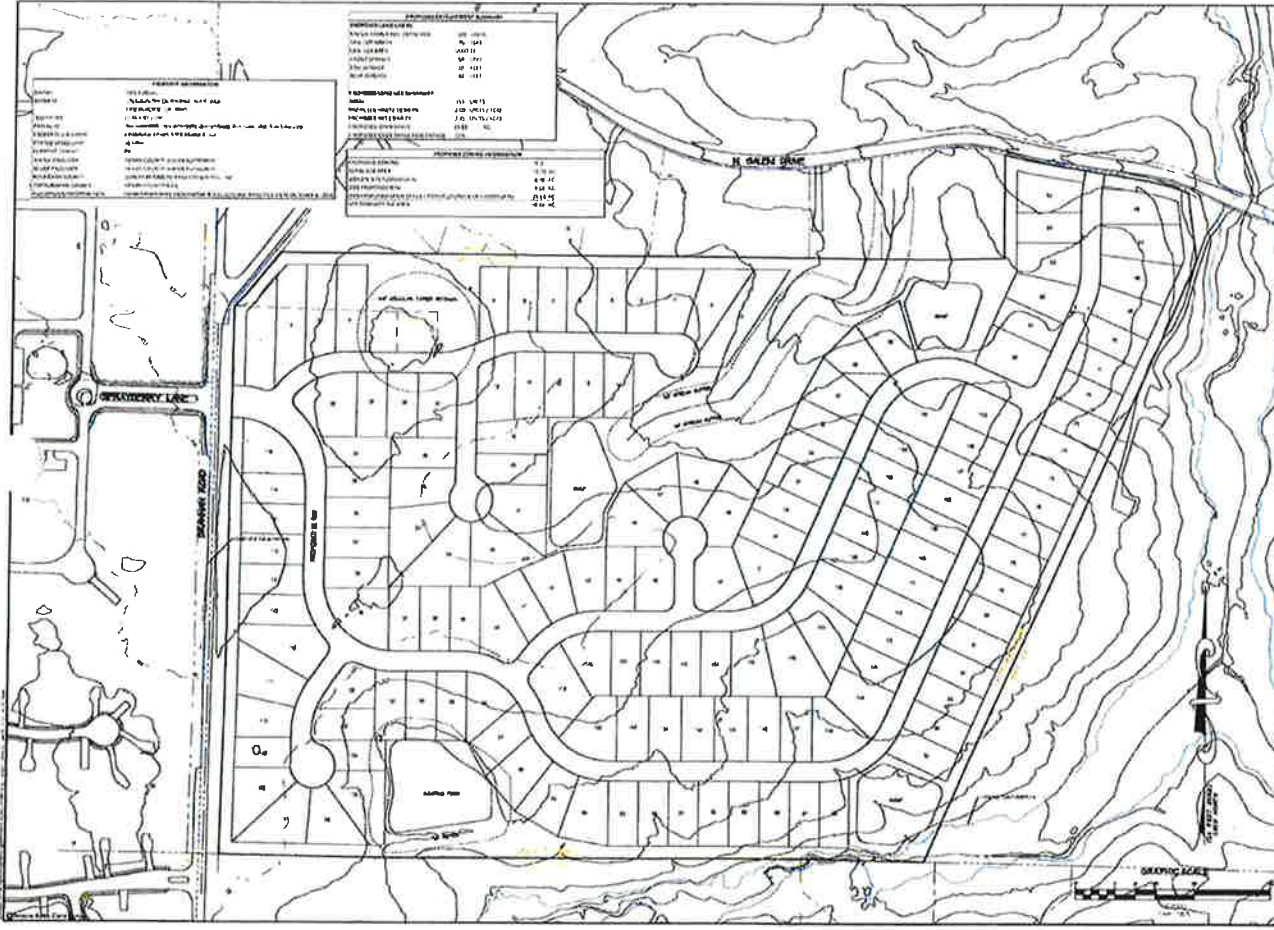
1 of 1

PROJECT NAME: BAYVIEW TRACT
CLIENT: BAYVIEW TRACT
17700 BAYVIEW TRACT, SUITE 200
TUCKER, GEORGIA 30084



DATE: 10/10/10
SCALE: 1"=40'±
SHEET: 1.1
PROJECT: BAYVIEW TRACT
SUBJECT: SITE PLAN

1.1



CITY OF STOCKBRIDGE PLANNING AND ZONING 2019 FEE SCHEDULE

Rezoning Application Fee Schedule								
Acreage	Single-Family Residential		Multi-Family Residential		Commercial - Industrial		DRI	
Acreage Numbers	Single-Family Residential Base Fee	Plus Acreage Tariff (per acre)	Multi-Family Residential Base Fee	Plus Acreage Tariff (per acre)	Commercial - Industrial Base Fee	Plus Acreage Tariff (per acre)	DRI Pre-Application: (no zoning action)	DRI Application (Zoning Action)
0-5	\$ 250.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 750.00	\$ 50.00	\$ 100.00	add'l \$400
5.001-10.00	\$ 500.00	\$ 50.00	\$ 750.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 100.00	add'l \$400
10.001-20.00	\$ 750.00	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,500.00	\$ 50.00	\$ 100.00	add'l \$400
20.001-50.00	\$ 1,250.00	\$ 25.00	\$ 1,500.00	\$ 25.00	\$ 2,000.00	\$ 25.00	\$ 100.00	add'l \$400
50.001-100.00	\$ 1,750.00	\$ 25.00	\$ 2,250.00	\$ 25.00	\$ 3,500.00	\$ 25.00	\$ 100.00	add'l \$400
100.001+	\$ 3,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 3,500.00	\$ 25.00	\$ 100.00	add'l \$400

FEE CATEGORY-APPLICATIONS	FEE
Administrative Waiver	\$300
Annexations	\$300
Application Tabling Fee	\$300
Concept Plan Review	\$50
Combination Plat	\$150
Comprehensive Plan Amendment	\$300
Conditional Use	\$500 (Plus \$5 per acre)
Planning Commission Address List	\$25
Sign Permit Review Fee - Zoning	\$50
Special Use Permit	\$300
Temporary Permit for Special Event	\$50
ULDC Text Amendment	\$300
Variance and appeals	\$500
WCF Administrative Review	\$50
WCF Conditional Use Application	\$7,000
Zoning Certification Letter	\$150
Zoning Modification to Zoning conditions: Major (More than 10 acres)	\$300
Zoning Modification to Zoning conditions: Minor (Less than 10 acres)	\$300 (Plus \$25 per acre)
Zoning Verification	\$50

Map Request	
A-Size (8 ½ x11)	\$5
B-Size (11x17)	\$10
C-Size (17x22)	\$15
D-Size (22x34)	\$20
E-Size (36x44)	\$25
CD's	\$3

City of Stockbridge Rezoning Fee Calculation

Site Area (ac.) 73.71
Proposed Zoning R-3

Single-family (50.0001-100.00) \$1,750.00

Per acre tariff \$25.00
x 73.71 ac
\$1,832.50

Total \$3,582.50

ATT



MICHÈLE L. BATTLE, ESQ.
President
mlb@battlelawpc.com

December 9, 2020

VIA EMAIL

Linda M. Logan, Senior Planner
Planning and Zoning Division
Community Development Department
City of Stockbridge
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Re: Neil Koelbl for Brannon Road Rezoning Application

Dear Linda:

As legal counsel for the Neil Koelbl in connection with the above referenced rezoning, I am hereby submitting to you the following items as amendments to the submitted application:

1. Updated Site Plan dated December 4, 2020;
2. Notice of Preservation of Constitutional Allegations;
3. Revised Proposed Conditions; and
4. Surrounding Area Development Map.

Please advise if you need full size copies of any of the attached.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MLB', is written over a horizontal line.

Michèle L. Battle

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONTITUTIONAL RIGHTS

The portions of the City of Stockbridge Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed 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 the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses 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.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City of Stockbridge City Council to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant 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 Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the County an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

Brannan Road Tract (RZ-2020-02)
Proposed Zoning Conditions

1. The requested rezoning shall not be approved until the applicant's requested recombination of the five parcels (Recombination Plat Case #RC-2020-03) is approved by the Planning Commission. This is because the applicant has requested the rezoning of all five parcels together, in contemplation of developing a subdivision.
2. The applicant or developer must submit a subdivision application for review and approval by the Planning Commission after the rezoning of the property is approved. An official subdivision plat must be approved by the City and recorded with Henry County Government before any land disturbance permit may be issued to develop the subdivision.
3. The developer shall seek and obtain a Development Agreement with the City of Stockbridge at the appropriate time, to be determined by the City, for the development of the proposed subdivision. Such Development Agreement shall list the approved Zoning Conditions from the RZ-2020-02 rezoning case, as well as any other mutually-agreed-upon requirements.
4. A maximum of 147 lots and 147 single-family detached homes shall be constructed on the property.
5. The subdivision shall be developed in accordance with the submitted revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Brannan Road Tract", comprising Sheet #1.1, as was prepared by Moore Bas Consulting on November 5, 2020. Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event that the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
6. The developer shall construct an offsite sanitary sewer line extension to the property, at the developer's expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer's expense."
7. A fence (non-chain link) shall be constructed along the northern boundary of the property. (I would recommend including vinyl-coated chain link as an option – I think this would be better than a wooden privacy fence long-term)
8. A minimum of 20% of the site shall be preserved as open space. The existing floodplain area, pond, and other open space areas shall be preserved, and they shall include

walking paths that are constructed of pervious materials. The open space area near the existing pond shall include a minimum of the following: One children's playground, central mail kiosk with vehicle pull-off area, two grills or fire pits and two picnic tables.

9. A landscaping plan shall be submitted and shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
10. Sidewalks shall be installed along at least one side of each internal subdivision street.
11. A homeowner's association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.
12. The existing real estate leases pertaining to the cell tower on the property shall be honored for the duration of the leasing periods, per the existing leasing agreements. (Neil - you should review this condition as it may not be in your favor regarding honoring existing lease agreements - if the lease is to transfer to you at closing, this will need to be re-worded)
13. The zoning of the property may revert back to 'RA', or to some other zoning district, if the Mayor and City Council chooses after a period of twelve months if no land disturbance permit has been obtained by the developer for the development of the subdivision as a whole. (Neil - you should review this condition and make sure you are okay with this.)
14. Each home shall have a minimum two-car garage.
15. The homes shall consist entirely of a combination of two or more of the following on all sides: Brick, stone, stucco, and cement fiberboard. Vinyl based products are only permissible in the soffits, eaves, and fascia.
16. Any disturbed areas of residential lots shall be sodded except where landscaping is present or installed.
17. All homes shall have a minimum of 2,000 square feet of heated space.
18. There shall be a minimum 30-foot-wide buffer around the perimeter of the property boundary with the exception of areas required for access or utility connections.
19. All lots backing up to Brannan Road shall have a minimum lot area of 15,000 square feet.
20. Subdivision entrance to Brannan Road shall be boulevard style with monument signage located outside of the public right-of-way. Signage shall incorporate a water feature in its design.

HIGHLANDS AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 95'
MIN. LOT AREA: 13,000 SF
FINAL PLATTED: 1999

THE SUMMIT AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 65'
MIN. LOT AREA: 7,200 SF
FINAL PLATTED: 2000

CLARK MEADOWS
SUBDIVISION
ZONING: PD
MIN. LOT WIDTH: 60'
MIN. LOT AREA: 7,260 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)
FINAL PLATTED: 2007

SUBJECT PROPERTY
PROPOSED ZONING: R3
MIN. LOT WIDTH: 75'
MIN. LOT AREA: 12,000 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)

MOSS PONTE
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 100'
MIN. LOT AREA: 18,000 SF
FINAL PLATTED: 2001

CROWN WALK
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 125'
MIN. LOT AREA: 30,000 SF
LARGER LOTS IN ORDER
TO ACCOMMODATE
SEPTIC
FINAL PLATTED: 1997





Henry County Water Authority
Engineering Division

August 5, 2020

Re: Water and Sewer Services - Availability
Proposed Development: **Single Family Residential Subdivision**
Property Information: **Brannan Road @ N. Salem Drive (Parcel No. 088-02049000)**
LL 29; District 7; 71.83+/- acres
Proposed Zoning: **R-3**
Sewer Basin: **Walnut Creek**
Watershed Basin: **Big Cotton Indian**

TO WHOM IT MAY CONCERN:

You have requested that this Authority provide you with information concerning the present availability of water and sewer services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of **365** days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property. A fire flow test calculated in the area revealed the following data:

Static:	90	psi
Residual:	60	psi
Flow	1190	gpm
Calculated Flow @ 20 psi:	1880	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 750 gpm for said residential development as established by the Henry County Board of Commissioners.

Sewage treatment and sewer line capacity are presently available to the property. **However, an offsite sanitary sewer line extension is required at the developer's expense. The offsite sewer line extension may require acquisition of easements at the developer's expense.**

The Authority provides water and sewer services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water and sewer services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water or sewer capacity is not available, you will be notified in writing.

This letter was prepared with information submitted to HCWA on a Conceptual Lot Layout dated 07/27/2020 prepared by Moore Bass Consulting.

Scott Sage, P. E.
Engineering Division Manager
Henry County Water Authority



District Office
33 N. Zack Hinton Parkway
McDonough, GA 30253
770.957.6601



Josh Hinton
Board Chair
District 2

Holly Cobb
Board Vice Chair
District 3

Dr. Pam Nutt
District 1

Sophe Pope
District 4

Annette Edwards
District 5

Mary Elizabeth Davis, PhD
Superintendent

To: Liberty Communities, LLC

Date: October 5, 2020

Re: Henry County Department of Planning and Zoning
School Board Information for Zoning Requests

Property Address and Nearest Intersection: Brannan Road/ N. Salem Drive

Projected Number of Dwelling Units: 156

Estimated Period of Construction: Approximately 1 Year

The below information is provided in response to your request.

Schools Serving Proposed Development	Current Number of Trailers	Projected Number of School Children for Development	Projected Number of Additional Classrooms to Serve Proposed Development	Projected Capital Improvement Costs
Hickory Flat Elementary	-0-	156 unit <u>x 2 children per unit</u> = 312 students	312 students <u>÷ 25 per class</u> = 13	If Modular \$25,000 per classroom
Union Grove Middle School	-0-			If Permanent \$300,000 per classroom
Union Grove High School	-0-			

Respectfully,

Carl Knowlton, Ed.D
Chief of Staff
Superintendent's Office
carl.knowlton@henry.k12.ga.us



MICHELE L. BATTLE, ESQ.
President

January 8, 2021

RE: A Proposed Rezoning Project at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000

Dear Property Owner:

We would like for you to join our Zoom Video Meeting Thursday, January 21, 2021 from 6:00pm – 7:30pm to discuss the proposed rezoning of the properties located at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000 from RA to R-3 for the development of a 147 units single family detached residential subdivision.

Below are the meeting instructions. There are multiple ways for you to join the meeting, including via your computer, tablet, or cell phone, with or without video. If you are unable to make it, but would like to learn more, please contact our office at (404) 601-7616 ext. 2 or email us at bdc@battlelawpc.com and we'll send you a summary of the meeting.

You are invited to a Zoom meeting.

When: Jan 21, 2021 06:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZMpc-mvqzwwGNKYpXY34lyXfRh4WW4XIj2W>

After registering, you will receive a confirmation email containing information about joining the meeting.

Please contact our offices if you have any questions regarding the meeting.

Sincerely,

Michèle L. Battle



Zoom Step by Step Instructions

Go to <https://otago.zoom.us/join> and Enter the Meeting ID that you have been provided with in the appropriate field and click "Join" (the meeting ID will be a 9 digit or 10 digit number)

If joining from a mobile Device

If you are joining from a mobile device (Android smartphone/tablet, Apple iPhone/iPad) then it will simply prompt you to download the Zoom Cloud Meeting app from the App/Play Store.

If joining from a computer

When entering a Zoom meeting for the first time from a computer you may need to download a small application file. This process is easy to complete on all commonly used browsers. Google Chrome should automatically download the file.

Just before Entering the meeting you will be prompted to enter a display name. This name is simply to identify you in the meeting.

Join Audio via Computer

You will then be prompted how you wish to join your audio. If you wish to join audio via the telephone, follow the instructions further down, otherwise simply select Join Computer by Audio

Join Audio via Telephone

Dial in as using the number provided, however after entering the Meeting ID, you will be prompted to enter your Participant ID/Password. Simply enter this number followed by # and the video audio will then be synchronized.

Raising Your Hand

As the non-speaker if you wish to ask a question or make a point during the meeting it's good protocol to use the "Raise Hand" facility.

If the tool bar is not showing at the bottom of the Zoom window, place your cursor over the Zoom window so it appears and select the "Participants" icon.

A window listing other participants will appear, there is also a "Raise Hand" icon, click the icon to make it known to the Host that you would like to raise your hand.

If you wish to lower your hand, click the "Lower Hand" icon that will have replaced the "Raise Hand" icon.

Leave Meeting

To leave a meeting from Zoom on your desktop, select "End Meeting" then "Leave Meeting."

December 9, 2020

VIA EMAIL

Linda M. Logan, Senior Planner
Planning and Zoning Division
Community Development Department
City of Stockbridge
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Re: Neil Koelbl for Brannon Road Rezoning Application

Dear Linda:

As legal counsel for the Neil Koelbl in connection with the above referenced rezoning, I am hereby submitting to you the following items as amendments to the submitted application:

1. Updated Site Plan dated December 4, 2020;
2. Notice of Preservation of Constitutional Allegations;
3. Revised Proposed Conditions; and
4. Surrounding Area Development Map.

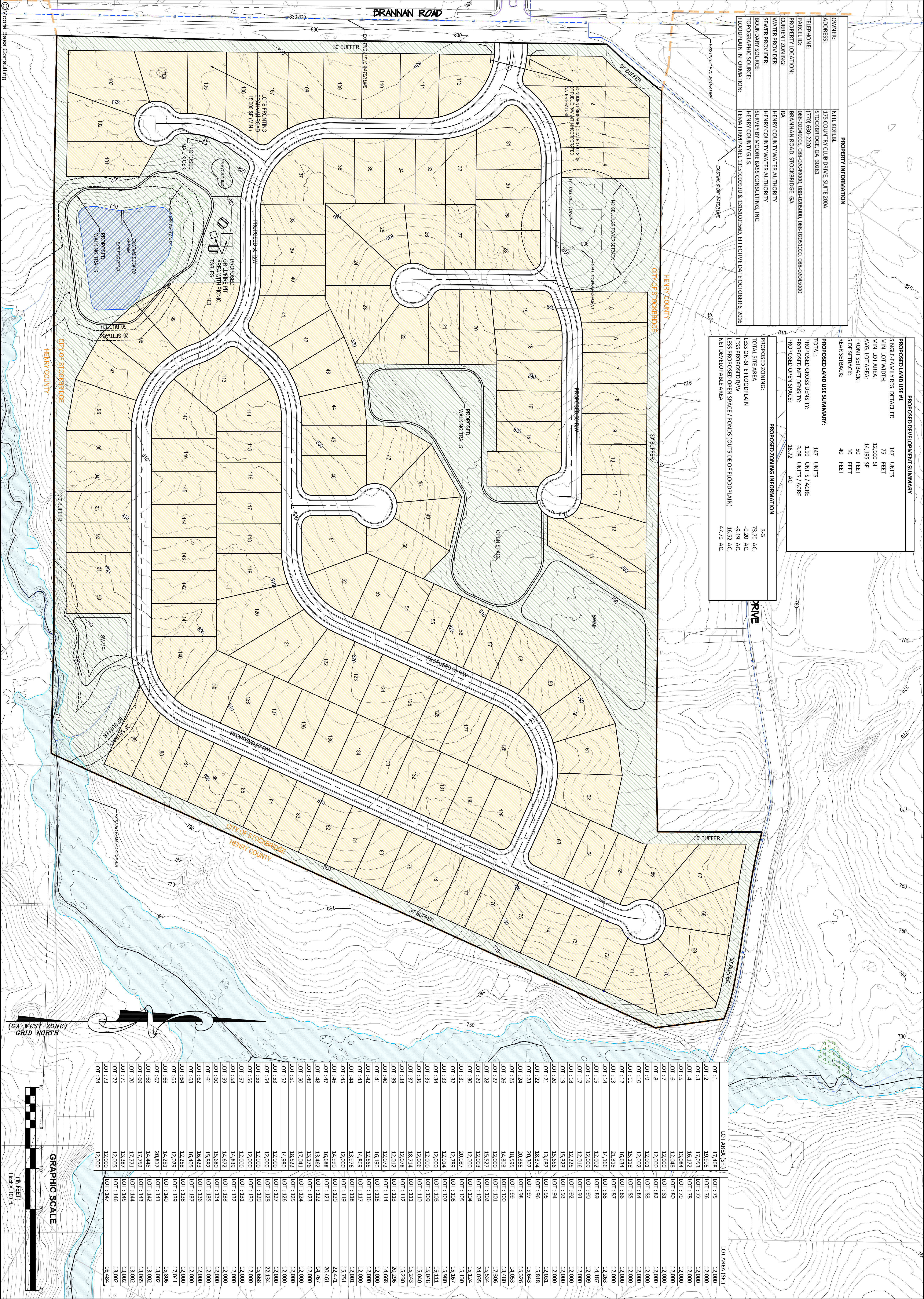
Please advise if you need full size copies of any of the attached.

Sincerely,



Michèle L. Battle

Moore Bass Consulting



PROPERTY INFORMATION	
OWNER:	NEIL KOELBL
ADDRESS:	175 COUNTRY CLUB DRIVE, SUITE 200A STOCKBRIDGE, GA 30281
TELEPHONE:	(770) 630-2220
PARCEL ID:	088-02049005, 088-02049000, 088-02050000, 088-020545000
PROPERTY LOCATION:	BRANNAN ROAD, STOCKBRIDGE, GA
CURRENT ZONING:	RA
WATER PROVIDER:	HENRY COUNTY WATER AUTHORITY
SEWER PROVIDER:	HENRY COUNTY WATER AUTHORITY
BOUNDARY SOURCE:	SURVEY BY MOORE BASS CONSULTING, INC.
TOPOGRAPHIC SOURCE:	HENRY COUNTY G.I.S.
FLOODPLAIN INFORMATION:	FEMA FIRM PANEL 13151C0039D & 13151C0156D, EFFECTIVE DATE OCTOBER 6, 2016

PROPOSED DEVELOPMENT SUMMARY	
PROPOSED LAND USE #1	147 UNITS
SINGLE-FAMILY RES. DETACHED	75 FEET
MIN. LOT WIDTH:	12,000 SF
MIN. LOT AREA:	14,195 SF
AVG. LOT AREA:	50 FEET
FRONT SETBACK:	10 FEET
SIDE SETBACK:	40 FEET
REAR SETBACK:	
PROPOSED LAND USE SUMMARY:	
TOTAL:	147 UNITS
PROPOSED GROSS DENSITY:	1.99 UNITS / ACRE
PROPOSED NET DENSITY:	3.08 UNITS / ACRE
PROPOSED OPEN SPACE:	16.72 AC
PROPOSED ZONING INFORMATION	
PROPOSED ZONING:	R-3
TOTAL SITE AREA	73.70 AC
LESS ON-SITE FLOODPLAIN	-0.20 AC
LESS PROPOSED R/W	-9.19 AC
LESS PROPOSED OPEN SPACE / PONDS (OUTSIDE OF FLOODPLAIN)	-16.52 AC
NET DEVELOPABLE AREA	47.79 AC

LOT #	LOT AREA (SF.)	LOT #	LOT AREA (SF.)
LOT: 1	17,468	LOT: 75	12,000
LOT: 2	19,905	LOT: 76	12,000
LOT: 3	17,053	LOT: 77	12,000
LOT: 4	16,172	LOT: 78	12,000
LOT: 5	13,084	LOT: 79	12,000
LOT: 6	12,048	LOT: 80	12,000
LOT: 7	12,000	LOT: 81	12,000
LOT: 8	12,000	LOT: 82	12,000
LOT: 9	12,001	LOT: 83	12,000
LOT: 10	12,002	LOT: 84	12,000
LOT: 11	15,118	LOT: 85	12,000
LOT: 12	16,624	LOT: 86	12,000
LOT: 13	21,315	LOT: 87	12,000
LOT: 14	14,166	LOT: 88	12,000
LOT: 15	12,002	LOT: 89	12,000
LOT: 16	12,009	LOT: 90	12,009
LOT: 17	12,016	LOT: 91	12,000
LOT: 18	12,225	LOT: 92	12,000
LOT: 19	15,323	LOT: 93	12,000
LOT: 20	15,656	LOT: 94	12,000
LOT: 21	13,687	LOT: 95	12,031
LOT: 22	18,374	LOT: 96	15,818
LOT: 23	20,307	LOT: 97	15,843
LOT: 24	20,355	LOT: 98	15,326
LOT: 25	18,955	LOT: 99	14,053
LOT: 26	14,303	LOT: 100	13,480
LOT: 27	17,306	LOT: 101	17,306
LOT: 28	15,527	LOT: 102	15,534
LOT: 29	12,003	LOT: 103	24,035
LOT: 30	12,000	LOT: 104	15,124
LOT: 31	20,687	LOT: 105	15,120
LOT: 32	12,789	LOT: 106	15,167
LOT: 33	12,014	LOT: 107	15,980
LOT: 34	12,000	LOT: 108	15,111
LOT: 35	12,006	LOT: 109	15,048
LOT: 36	12,006	LOT: 110	15,040
LOT: 37	18,714	LOT: 111	15,243
LOT: 38	12,078	LOT: 112	15,230
LOT: 39	12,012	LOT: 113	20,296
LOT: 40	12,072	LOT: 114	14,668
LOT: 41	16,190	LOT: 115	12,000
LOT: 42	12,565	LOT: 116	12,000
LOT: 43	14,869	LOT: 117	12,000
LOT: 44	13,976	LOT: 118	12,001
LOT: 45	12,000	LOT: 119	15,751
LOT: 46	14,990	LOT: 120	22,471
LOT: 47	16,688	LOT: 121	20,461
LOT: 48	13,462	LOT: 122	14,767
LOT: 49	13,176	LOT: 123	12,000
LOT: 50	17,041	LOT: 124	12,000
LOT: 51	18,522	LOT: 125	12,000
LOT: 52	14,980	LOT: 126	12,000
LOT: 53	12,000	LOT: 127	12,000
LOT: 54	12,000	LOT: 128	22,134
LOT: 55	15,668	LOT: 129	15,668
LOT: 56	12,000	LOT: 130	12,000
LOT: 57	12,000	LOT: 131	12,000
LOT: 58	14,659	LOT: 132	12,000
LOT: 59	14,672	LOT: 133	12,000
LOT: 60	15,680	LOT: 134	12,000
LOT: 61	15,882	LOT: 135	12,000
LOT: 62	16,423	LOT: 136	12,000
LOT: 63	16,405	LOT: 137	12,000
LOT: 64	12,258	LOT: 138	12,000
LOT: 65	12,079	LOT: 139	17,041
LOT: 66	14,281	LOT: 140	15,806
LOT: 67	20,817	LOT: 141	13,002
LOT: 68	14,445	LOT: 142	13,002
LOT: 69	17,752	LOT: 143	13,065
LOT: 70	17,771	LOT: 144	13,002
LOT: 71	13,387	LOT: 145	13,002
LOT: 72	12,005	LOT: 146	13,002
LOT: 73	12,000	LOT: 147	16,484

PROJECT NAME

BRANNAN ROAD TRACT

CLIENT NAME

NEIL KOELBL
175 COUNTRY CLUB DRIVE, SUITE 200A
STOCKBRIDGE, GA 30281

REVISIONS

NO.	DATE	DESCRIPTION

BRANNAN ROAD MP 2

ARCHIVE

DATE

12-04-2020

FILE #

CONTRACT #

DRAWING

KLM

SEAL

1506 NEIL S. BERRY, COAST

REGISTERED PROFESSIONAL ENGINEER

NO. 30253

Moore Bass

CONSULTING

TALLAHASSEE

ATLANTA

1350 Keys Ferry Court

McDonough, Georgia 30253

www.moorebass.com

(770) 914-9394 (Office)

(770) 914-9396 (Fax)

SHEET TITLE

CONCEPTUAL SITE PLAN

SHEET

1.1

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONSTITUTIONAL RIGHTS

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Brannan Road Tract (RZ-2020-02)
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5. The subdivision shall be developed in accordance with the submitted revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Brannan Road Tract", comprising Sheet #1.1, as was prepared by Moore Bas Consulting on **November 5, 2020**. Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event that the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
6. The developer shall construct an offsite sanitary sewer line extension to the property, at the developer's expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer's expense."
7. A fence (non-chain link) shall be constructed along the northern boundary of the property. (I would recommend including vinyl-coated chain link as an option – I think this would be better than a wooden privacy fence long-term)
8. **A minimum of 20% of the site shall be preserved as open space.** The existing floodplain area, pond, and other open space areas shall be preserved, and they shall include

walking paths that are constructed of pervious materials. The open space area near the existing pond shall include a minimum of the following: One children's playground, central mail kiosk with vehicle pull-off area, two grills or fire pits and two picnic tables.

9. A landscaping plan shall be submitted and shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
10. Sidewalks shall be installed along at least one side of each internal subdivision street.
11. A homeowner's association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.
12. The existing real estate leases pertaining to the cell tower on the property shall be honored for the duration of the leasing periods, per the existing leasing agreements. (Neil – you should review this condition as it may not be in your favor regarding honoring existing lease agreements – if the lease is to transfer to you at closing, this will need to be re-worded)
13. The zoning of the property may revert back to 'RA', or to some other zoning district, if the Mayor and City Council chooses after a period of twelve months if no land disturbance permit has been obtained by the developer for the development of the subdivision as a whole. (Neil – you should review this condition and make sure you are okay with this.)
14. Each home shall have a minimum two-car garage.
15. The homes shall consist entirely of a combination of two or more of the following on all sides: Brick, stone, stucco, and cement fiberboard. Vinyl based products are only permissible in the soffits, eaves, and fascia.
16. Any disturbed areas of residential lots shall be sodded except where landscaping is present or installed.
17. All homes shall have a minimum of 2,000 square feet of heated space.
18. There shall be a minimum 30-foot-wide buffer around the perimeter of the property boundary with the exception of areas required for access or utility connections.
19. All lots backing up to Brannan Road shall have a minimum lot area of 15,000 square feet.
20. Subdivision entrance to Brannan Road shall be boulevard style with monument signage located outside of the public right-of-way. Signage shall incorporate a water feature in its design.

HIGHLANDS AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 95'
MIN. LOT AREA: 13,000 SF
FINAL PLATTED: 1999

THE SUMMIT AT
EAGLES LANDING
ZONING: RM
MIN. LOT WIDTH: 65'
MIN. LOT AREA: 7,200 SF
FINAL PLATTED: 2000

CLARK MEADOWS
SUBDIVISION
ZONING: PD
MIN. LOT WIDTH: 60'
MIN. LOT AREA: 7,260 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)
FINAL PLATTED: 2007

SUBJECT PROPERTY
PROPOSED ZONING: R3
MIN. LOT WIDTH: 75'
MIN. LOT AREA: 12,000 SF
LOTS FRONTING BRANNAN
ROAD: 75' WIDE (15,000 SF)

MOSS POINTE
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 100'
MIN. LOT AREA: 18,000 SF
FINAL PLATTED: 2001

CROWN WALK
SUBDIVISION
ZONING: R2
MIN. LOT WIDTH: 125'
MIN. LOT AREA: 30,000 SF
LARGER LOTS IN ORDER
TO ACCOMMODATE
SEPTIC
FINAL PLATTED: 1997



January 8, 2021

RE: A Proposed Rezoning Project at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000

Dear Property Owner:

We would like for you to join our Zoom Video Meeting Thursday, January 21, 2021 from 6:00pm – 7:30pm to discuss the proposed rezoning of the properties located at Brannan Road – Henry County, City of Stockbridge Parcel ID# 088-02045000, 088-02049000, 088-02049005, 088-02050000 & 088-02051000 from RA to R-3 for the development of a 147 units single family detached residential subdivision.

Below are the meeting instructions. There are multiple ways for you to join the meeting, including via your computer, tablet, or cell phone, with or without video. If you are unable to make it, but would like to learn more, please contact our office at (404) 601-7616 ext. 2 or email us at bdc@battlelawpc.com and we'll send you a summary of the meeting.

You are invited to a Zoom meeting.

When: Jan 21, 2021 06:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZMpc-mvqzwuGNKYpXY34IyXfRh4WW4XIj2W>

After registering, you will receive a confirmation email containing information about joining the meeting.

Please contact our offices if you have any questions regarding the meeting.

Sincerely,



Michèle L. Battle



Zoom Step by Step Instructions

Go to <https://otago.zoom.us/join> and Enter the Meeting ID that you have been provided with in the appropriate field and click “Join” (the meeting ID will be a 9 digit or 10 digit number)

If joining from a mobile Device

If you are joining from a mobile device (Android smartphone/tablet, Apple iPhone/iPad) then it will simply prompt you to download the Zoom Cloud Meeting app from the App/Play Store.

If joining from a computer

When entering a Zoom meeting for the first time from a computer you may need to download a small application file. This process is easy to complete on all commonly used browsers. Google Chrome should automatically download the file.

Just before Entering the meeting you will be prompted to enter a display name. This name is simply to identify you in the meeting.

Join Audio via Computer

You will then be prompted how you wish to join your audio. If you wish to join audio via the telephone, follow the instructions further down, otherwise simply select Join Computer by Audio

Join Audio via Telephone

Dial in as using the number provided, however after entering the Meeting ID, you will be prompted to enter your Participant ID/Password. Simply enter this number followed by # and the video audio will then be synchronized.

Raising Your Hand

As the non-speaker if you wish to ask a question or make a point during the meeting it's good protocol to use the “Raise Hand” facility.

If the tool bar is not showing at the bottom of the Zoom window, place your cursor over the Zoom window so it appears and select the “Participants” icon.

A window listing other participants will appear, there is also a “Raise Hand” icon, click the icon to make it known to the Host that you would like to raise your hand.

If you wish to lower your hand, click the “Lower Hand” icon that will have replaced the “Raise Hand” icon.

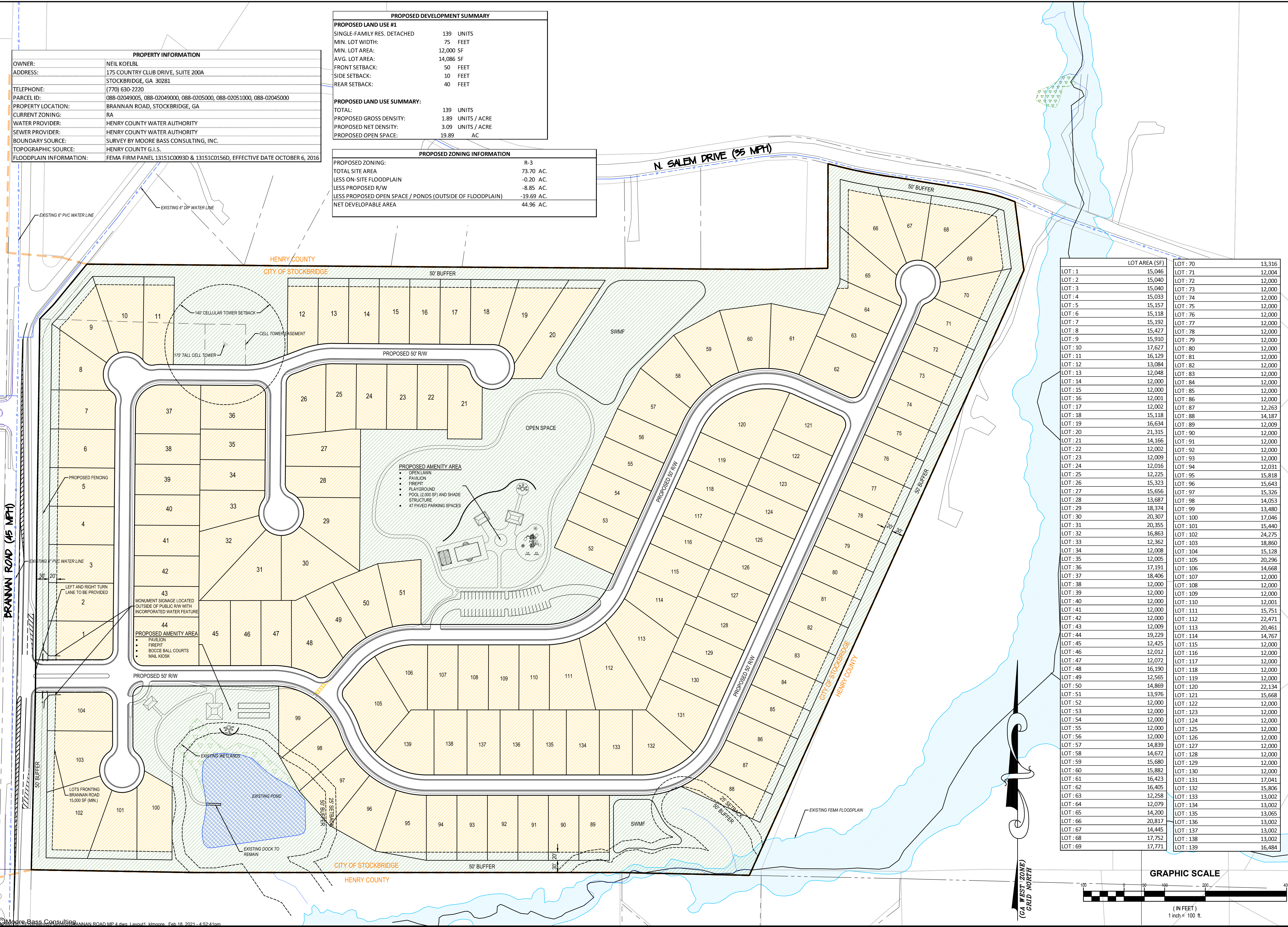
Leave Meeting

To leave a meeting from Zoom on your desktop, select “End Meeting” then “Leave Meeting.”

PROPERTY INFORMATION	
OWNER:	NEIL KOEHL
ADDRESS:	175 COUNTRY CLUB DRIVE, SUITE 200A STOCKBRIDGE, GA 30281
TELEPHONE:	(770) 630-2220
PARCEL ID:	088-02049005, 088-02049000, 088-02050000, 088-02051000, 088-02045000
PROPERTY LOCATION:	BRANNAN ROAD, STOCKBRIDGE, GA
CURRENT ZONING:	RA
WATER PROVIDER:	HENRY COUNTY WATER AUTHORITY
SEWER PROVIDER:	HENRY COUNTY WATER AUTHORITY
BOUNDARY SOURCE:	SURVEY BY MOORE BASS CONSULTING, INC.
TOPOGRAPHIC SOURCE:	HENRY COUNTY G.I.S.
FLOODPLAIN INFORMATION:	FEMA FIRM PANEL 13151C0093D & 13151C0156D, EFFECTIVE DATE OCTOBER 6, 2016

PROPOSED DEVELOPMENT SUMMARY	
PROPOSED LAND USE #1	
SINGLE-FAMILY RES. DETACHED	139 UNITS
MIN. LOT WIDTH:	75 FEET
MIN. LOT AREA:	12,000 SF
AVG. LOT AREA:	14,086 SF
FRONT SETBACK:	50 FEET
SIDE SETBACK:	10 FEET
REAR SETBACK:	40 FEET
PROPOSED LAND USE SUMMARY:	
TOTAL:	139 UNITS
PROPOSED GROSS DENSITY:	1.89 UNITS / ACRE
PROPOSED NET DENSITY:	3.09 UNITS / ACRE
PROPOSED OPEN SPACE:	19.89 AC

PROPOSED ZONING INFORMATION	
PROPOSED ZONING:	R-3
TOTAL SITE AREA	73.70 AC.
LESS ON-SITE FLOODPLAIN	-0.20 AC.
LESS PROPOSED R/W	-8.85 AC.
LESS PROPOSED OPEN SPACE / PONDS (OUTSIDE OF FLOODPLAIN)	-19.69 AC.
NET DEVELOPABLE AREA	44.96 AC.



LOT:	LOT AREA (SF)	LOT:	LOT AREA (SF)
LOT: 1	15,046	LOT: 70	13,316
LOT: 2	15,040	LOT: 71	12,004
LOT: 3	15,040	LOT: 72	12,000
LOT: 4	15,033	LOT: 73	12,000
LOT: 5	15,157	LOT: 74	12,000
LOT: 6	15,118	LOT: 75	12,000
LOT: 7	15,192	LOT: 76	12,000
LOT: 8	15,427	LOT: 77	12,000
LOT: 9	15,910	LOT: 78	12,000
LOT: 10	17,627	LOT: 79	12,000
LOT: 11	16,129	LOT: 80	12,000
LOT: 12	13,084	LOT: 81	12,000
LOT: 13	12,048	LOT: 82	12,000
LOT: 14	12,000	LOT: 83	12,000
LOT: 15	12,000	LOT: 84	12,000
LOT: 16	12,001	LOT: 85	12,000
LOT: 17	12,002	LOT: 86	12,000
LOT: 18	15,118	LOT: 87	12,263
LOT: 19	16,634	LOT: 88	14,187
LOT: 20	21,315	LOT: 89	12,009
LOT: 21	14,166	LOT: 90	12,000
LOT: 22	12,002	LOT: 91	12,000
LOT: 23	12,009	LOT: 92	12,000
LOT: 24	12,016	LOT: 93	12,000
LOT: 25	12,225	LOT: 94	12,031
LOT: 26	15,323	LOT: 95	15,818
LOT: 27	15,656	LOT: 96	15,643
LOT: 28	13,687	LOT: 97	15,326
LOT: 29	18,374	LOT: 98	14,053
LOT: 30	20,307	LOT: 99	13,480
LOT: 31	20,355	LOT: 100	17,046
LOT: 32	16,863	LOT: 101	15,440
LOT: 33	12,362	LOT: 102	24,275
LOT: 34	12,008	LOT: 103	18,860
LOT: 35	12,005	LOT: 104	15,128
LOT: 36	17,191	LOT: 105	20,296
LOT: 37	18,406	LOT: 106	14,668
LOT: 38	12,000	LOT: 107	12,000
LOT: 39	12,000	LOT: 108	12,000
LOT: 40	12,000	LOT: 109	12,000
LOT: 41	12,000	LOT: 110	12,001
LOT: 42	12,000	LOT: 111	15,751
LOT: 43	12,009	LOT: 112	22,471
LOT: 44	19,229	LOT: 113	20,461
LOT: 45	12,425	LOT: 114	14,767
LOT: 46	12,012	LOT: 115	12,000
LOT: 47	12,072	LOT: 116	12,000
LOT: 48	16,190	LOT: 117	12,000
LOT: 49	12,565	LOT: 118	12,000
LOT: 50	14,869	LOT: 119	12,000
LOT: 51	13,976	LOT: 120	22,134
LOT: 52	12,000	LOT: 121	15,668
LOT: 53	12,000	LOT: 122	12,000
LOT: 54	12,000	LOT: 123	12,000
LOT: 55	12,000	LOT: 124	12,000
LOT: 56	12,000	LOT: 125	12,000
LOT: 57	14,839	LOT: 126	12,000
LOT: 58	14,672	LOT: 127	12,000
LOT: 59	15,680	LOT: 128	12,000
LOT: 60	15,882	LOT: 129	12,000
LOT: 61	16,423	LOT: 130	12,000
LOT: 62	16,405	LOT: 131	17,041
LOT: 63	12,258	LOT: 132	15,806
LOT: 64	12,079	LOT: 133	13,002
LOT: 65	14,200	LOT: 134	13,002
LOT: 66	20,817	LOT: 135	13,065
LOT: 67	14,445	LOT: 136	13,002
LOT: 68	17,752	LOT: 137	13,002
LOT: 69	17,771	LOT: 138	13,002
		LOT: 139	16,484

MooreBass

CONSULTING

TALLAHASSEE
ATLANTA
1390 Keys Ferry Court
Macon, GA 31206
(770) 914-9354
(770) 914-9356 (Fax)

PROJECT NAME

CLIENT NAME

NEIL KOEHL

THE RESERVE AT

175 COUNTRY CLUB DRIVE

REVISIONS
1. REVISED PER RESULTS OF TRAFFIC IMPACT STUDY - 01-15-2021
2. REVISED TO ADD AMENITY AREA - 02-17-2021

MB

BRANNAN ROAD MP 4

ARCHIVE	
DATE	12-04-2020
FILE #	
CONTRACT #	
DRAWN BY	KLM
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are the property of MB and shall remain the property of MB. MB shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.	
1390 KEYS FERRY COURT MACON, GA 31203 SP #1179	
SEAL	
SHEET TITLE	

SHEET TITLE

CONCEPTUAL SITE PLAN

SHEET

1.1

Traffic Impact Study

Proposed Brannan Road Subdivision
City of Stockbridge, Georgia

January 20, 2021

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING



Traffic Impact Study

Proposed Brannan Road Subdivision
City of Stockbridge, Georgia

study prepared for:

Mr. Neil Koelbl
175 Country Club Drive, Suite 200A
Stockbridge, Georgia 30281

January 20, 2021



MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING

858 Myrtle Street, NE
Atlanta, Georgia 30308

phone: (678) 637-1763
e-mail: acamporatraffic@comcast.net

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Introduction

This study assesses the traffic impact of a proposed residential subdivision in the City of Stockbridge, Georgia. The site is located along the east side of Brannan Road, as shown in the location map in Figure 1. The site will be developed with 147 single-family houses. One full-movement access is proposed on the east side of Brannan Road, south of Sprayberry Lane.

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed residential development, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.



Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic operating conditions in the vicinity of the proposed subdivision were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

Brannan Road is a two lane road that is classified as a local rural road by the Georgia DOT and a collector by Henry County. The road begins at a signalized intersection at US 23 (west of which it is called Brannan Road Extension), travels east then turns to the south, passes the subject site, has a signalized intersection at Campground Road, then terminates at an unsignalized intersection at US 23 near Candler Road. The terrain is level to gently rolling and the posted speed limit is 45 mph, with a 35 mph when flashing school zone north of North Salem Road. In 2019 the Georgia DOT recorded an Annual Average Daily Traffic (AADT) volume of 3,600 vehicles per day (vpd) on Brannan Road south of Radcliffe Drive. A 24-hour bi-directional traffic volume count was collected for this study on Thursday, January 7, 2021 at the location of the proposed project access and recorded a northbound volume of 1,278 and a southbound volume of 1,392 for a two-way 24-hour volume of 2,670 vpd.

Pedestrian, Bicycle, and Transit Accessibility

There are no sidewalks or dedicated bicycle lanes in the vicinity of the proposed development. There is no regularly scheduled mass transit service in the vicinity of the site.

Photographs 1 through 3 show the roadway conditions in the vicinity of the subject site.



Photograph 1 – Brannan Road Facing North at Sprayberry Lane (Site to Right)



Photograph 2 – Brannan Road Facing South Along Site Frontage, Site to Left



Photograph 3 – Brannan Road Facing North at North Salem Road

Existing Traffic Volumes

Existing full turning movement traffic volume counts were collected for this study at the following intersections in the vicinity of the proposed development:

1. Brannan Road at Sprayberry Lane
2. Brannan Road at North Salem Drive

The counts were collected on Thursday, January 7, 2021, from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. Area schools were not in standard session on the day on which the counts were recorded, and were anticipating full remote learning to begin the week after this traffic count was collected.

In addition to the intersection turning movement counts, a 24-hour bi-directional count was collected on Brannan Road at the location of the proposed site access, as reported above.

In order to account for decreased volumes due to the pandemic, an adjustment factor was developed to apply to the counted volumes. The 2019 Georgia DOT AADT volume closest to the site (Count Station 151-8110 on Brannan Road, data presented later in Table 2), was compared to the 24-hour count collected on Brannan Road near the site. The two count locations are approximately 3,000 feet apart and most of that roadway is undeveloped with the notable exception of Hickory Flat Elementary School which was closed on the date of the

24-hour count collected for this study. Therefore, counts at these two locations on January 7, 2021 would be expected to be very comparable. The 2019 Georgia DOT AADT was 3,600, and the five year average growth rate was decreasing at that count station and 0.0% in the last count year. Therefore, it was concluded that the 2019 count would be comparable to the 2020 count that would be expected without the pandemic. It is recognized that this assumption is an approximation based on the best data that is available. The 24-hour volume counted for this study at this location was 2,670 vehicles. The 2019 Georgia DOT volume is 34.8% higher than the count collected for this study.

Based on the above comparison, the volumes counted for this study were increased by 25% to account for the pandemic. The adjustment was not taken at the full nearly-35% difference because the pandemic may have long-term effects on volumes due to permanently-increased working from home and partial school instruction from home, such that the current traffic counts could be more representative of conditions for the foreseeable future than the adjusted volumes, making the adjusted volumes, used in this study, conservatively high.

From the intersection turning movement count data, the highest four consecutive 15-minute interval volumes at each intersection, during each time period, were determined. These volumes, adjusted by the 25%, as discussed in the preceding paragraph, make up the “normal” existing weekday a.m. and p.m. peak hour traffic volumes at each intersection and are shown in Figure 2. The raw count data is found in Appendix A.

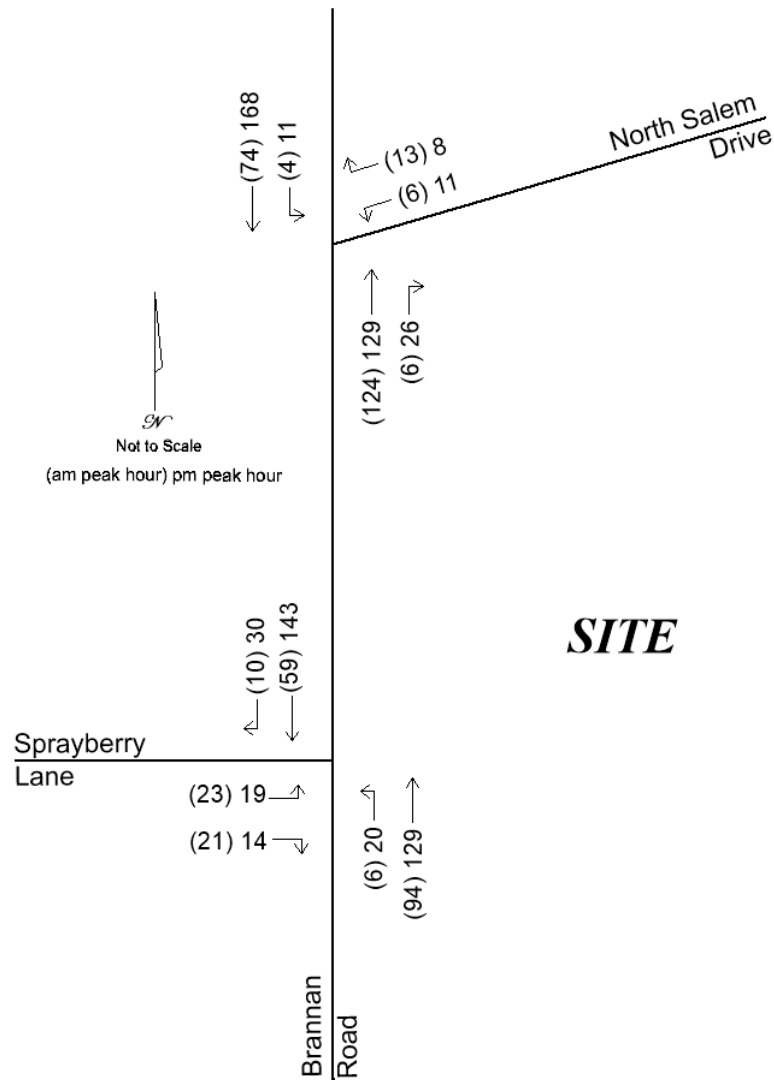


Figure 2 – Existing* Weekday A.M. and P.M. Peak Hour Traffic Volumes

*see preceding text

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 10, in accordance with the methodology presented in the Transportation Research Board's 2016 *Highway Capacity Manual (HCM 6)*. This methodology is presented in Appendix B. The results of the analysis are shown in Table 1. Computer printouts containing detailed results of the existing analysis are located in Appendix C. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 1 – Existing Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Brannan Road at Sprayberry Lane	A	2.4	A	1.5
northbound left turn	A	7.4	A	7.7
eastbound approach	A	9.4	B	10.4
2. Brannan Road at North Salem Drive	A	0.9	A	0.9
southbound left turn	A	7.5	A	7.6
westbound approach	A	9.4	B	10.4

The existing analysis reveals excellent traffic operations with low delays at the study intersections. Therefore, no mitigation is identified for the existing condition.

Future No-Build Traffic Conditions

A future no-build condition is typically developed to represent the traffic conditions that will exist five years into the future at the time of the full build-out of the proposed subdivision, but not including the project trips. The purpose of the analysis of this condition is to isolate the traffic impacts of the proposed development from other growth that is expected to occur in the area while the project is under construction. The no-build condition typically includes programmed transportation infrastructure improvements that are expected to be built by the project build-out date, as well as anticipated general background increases in traffic volumes. However, in this instance, a no-build analysis was not performed, as explained below.

Planned and Programmed Transportation Improvements

Transportation improvement projects that are planned (anticipated) or programmed (funded and scheduled) in the vicinity of the proposed Brannan Road development were researched. One programmed project was identified near the subject site – the widening of US 23 from downtown McDonough to SR 138 from two to four through lanes. This project will affect both ends of Brannan Road, but should not notably impact traffic volumes on Brannan Road and will not change the lane configuration or control at either study intersection.

Historic Traffic Volume Data

Georgia DOT AADT volume counts were obtained on nearby roadways for the five years from 2015 to 2019 (the latest year for which counts are available). These counts were used to identify historic growth trends in volumes in the area. Table 2 presents the Georgia DOT counts and the annual growth rates between the counts.

Table 2 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Brannan S of Radcliffe	Annual Growth	Campground E of Country Acres	Annual Growth	US 23 N of Brannan	Annual Growth
Station ID	151-8110		151-0232		151-0353	
2015	4,770		8,040		15,800	
2016	5,020	5.2%	7,170	-10.8%	16,300	3.2%
2017	5,170	3.0%	7,590	5.9%	17,300	6.1%
2018	3,600	-30.4%	8,580	13.0%	17,300	0.0%
2019	3,600	0.0%	8,640	0.7%	17,800	2.9%
<i>avg growth</i>		-6.8%		1.8%		3.0%

The one count on Brannan Road showed a historic decreasing trend in volumes over the most recent five years, with the most recent year having flat 0.0% growth. Growth on Campground Road was a low five-year average of 1.8% with an almost flat 0.7% growth in the most recent year. US 23 saw average annual growth of 3.0%, but this

growth has a more regional influence because US 23 is a major state route that provides mobility through this area. Growth on US 23 is informative but is not comparable to the local volume changes seen on Brannan and Campground Roads. Because the local roads are experiencing minimal growth (and even a decreasing trend), it is expected that the no-build condition will have volumes comparable to the existing condition. For this reason, and the fact that no geometry or control changes are expected at the study intersections during the project build-out period, the no-build condition will experience traffic operations comparable to the existing condition and no separate no-build analysis is necessary.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed residential subdivision, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The proposed development consists of 147 single family houses. One full-movement access is proposed on the east side of Brannan Road south of Sprayberry Lane. The site plan is presented in Figure 3.

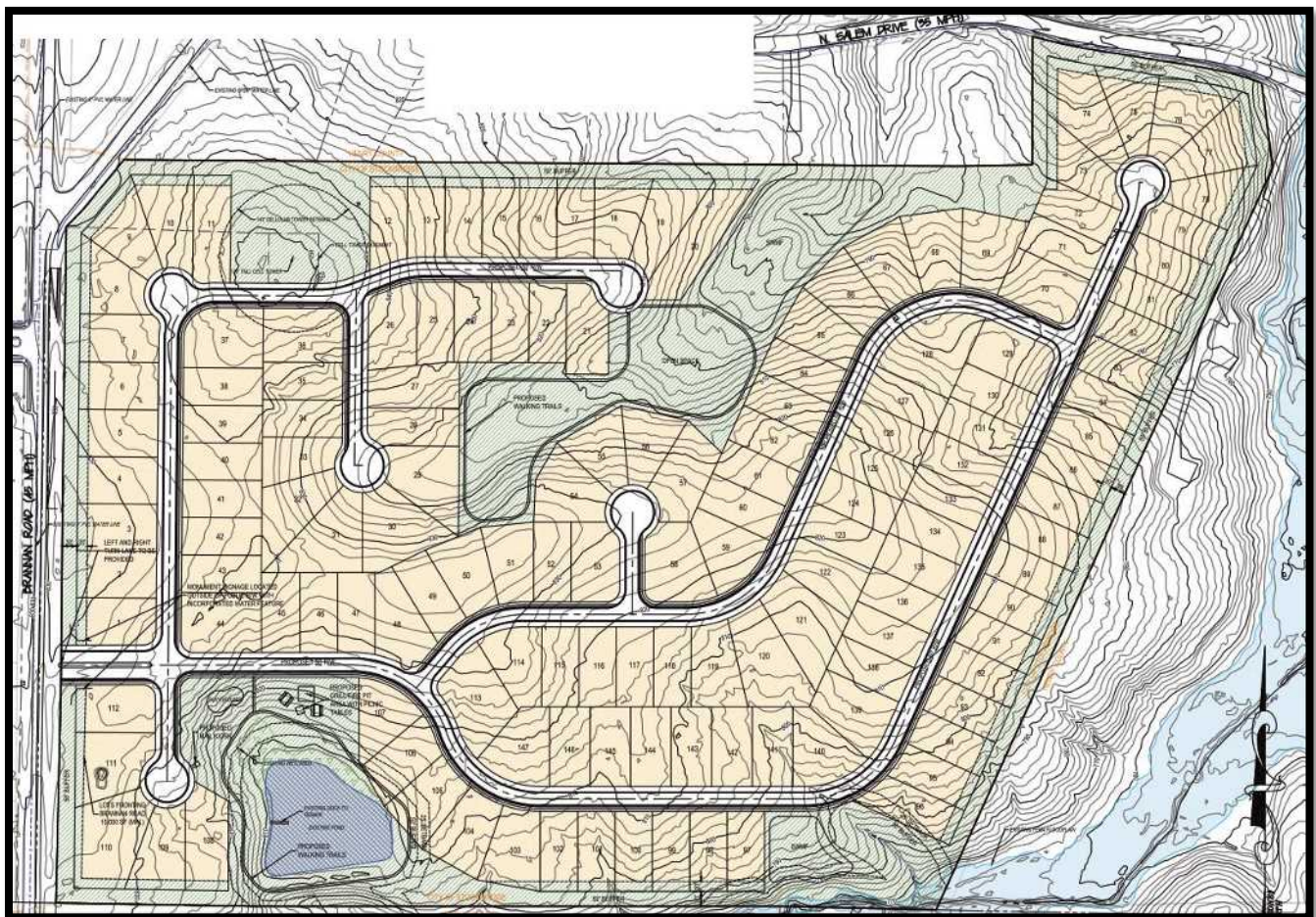


Figure 3 – Site Plan

Trip Generation

Trip generation is an estimate of the number of entering and exiting vehicular trips that will be generated by the proposed development. The volume of traffic that will be generated by the proposed subdivision was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition with Supplement* (the current edition). The trip generation for the subdivision used ITE Land Use 210 – Single-Family Detached Housing. The trip generation for the project is presented in Table 3.

Table 3 – Brannan Road Subdivision Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Single Family Houses	210	147 houses	27	82	109	93	54	147	741	741	1,482

The proposed residential development will generate 109 new trips in the a.m. peak hour, 147 new trips in the p.m. peak hour, and 1,482 new daily trips.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's trips will travel to and from various directions. The trip distribution percentages for the residential development were developed based on the locations and proximity of likely trip origins and destinations, such as employment centers, retail and offices in the area, and nearby schools. The new project trips, shown in Table 3, were assigned to the roadway network based on the distribution percentages. The trip distribution percentages and the a.m. and p.m. peak hour trips expected to be generated by the proposed subdivision are shown in Figure 4.

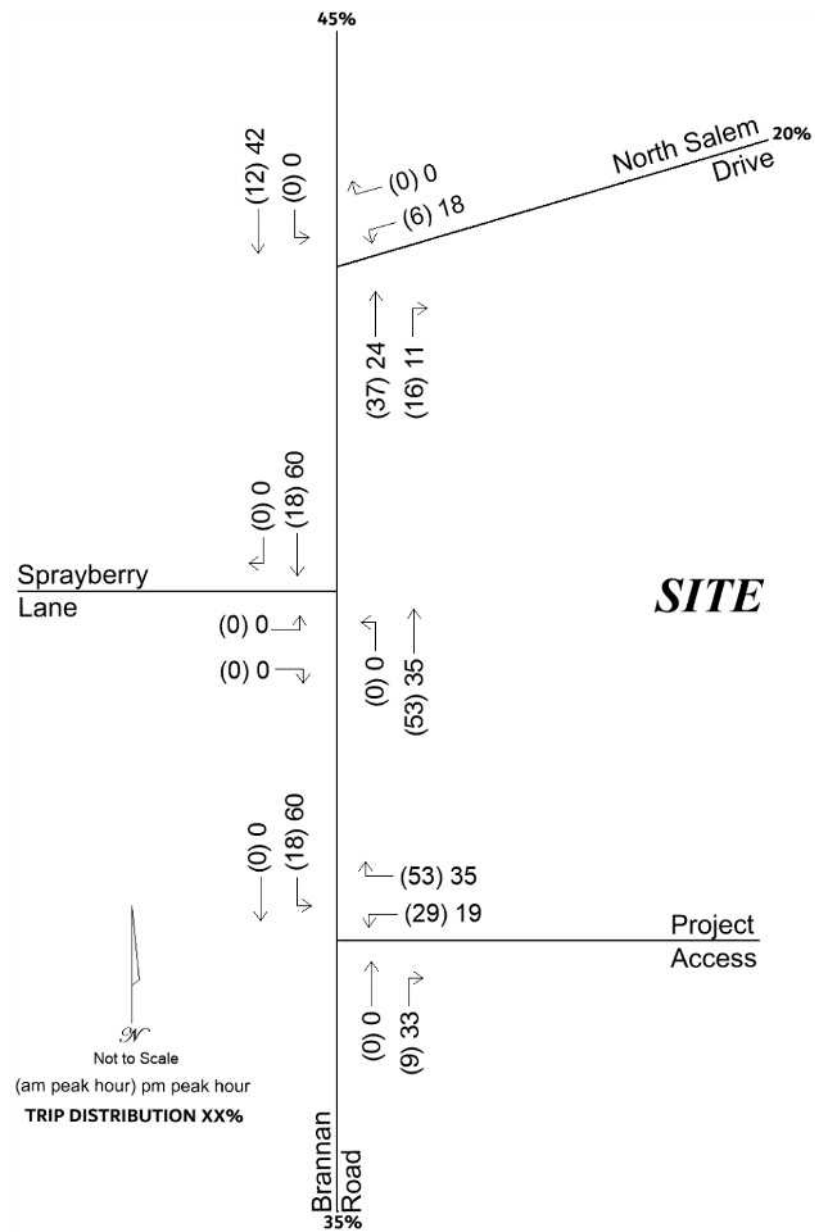


Figure 4 – Weekday A.M. and P.M. Peak Hour Project Trips and Trip Distribution Percentages

Future Traffic Conditions

The future build volumes consist of the no-build volumes (which, in this case, are the same as the existing, adjusted volumes) plus the trips that will be generated by the proposed subdivision. The future volumes are shown in Figure 5.

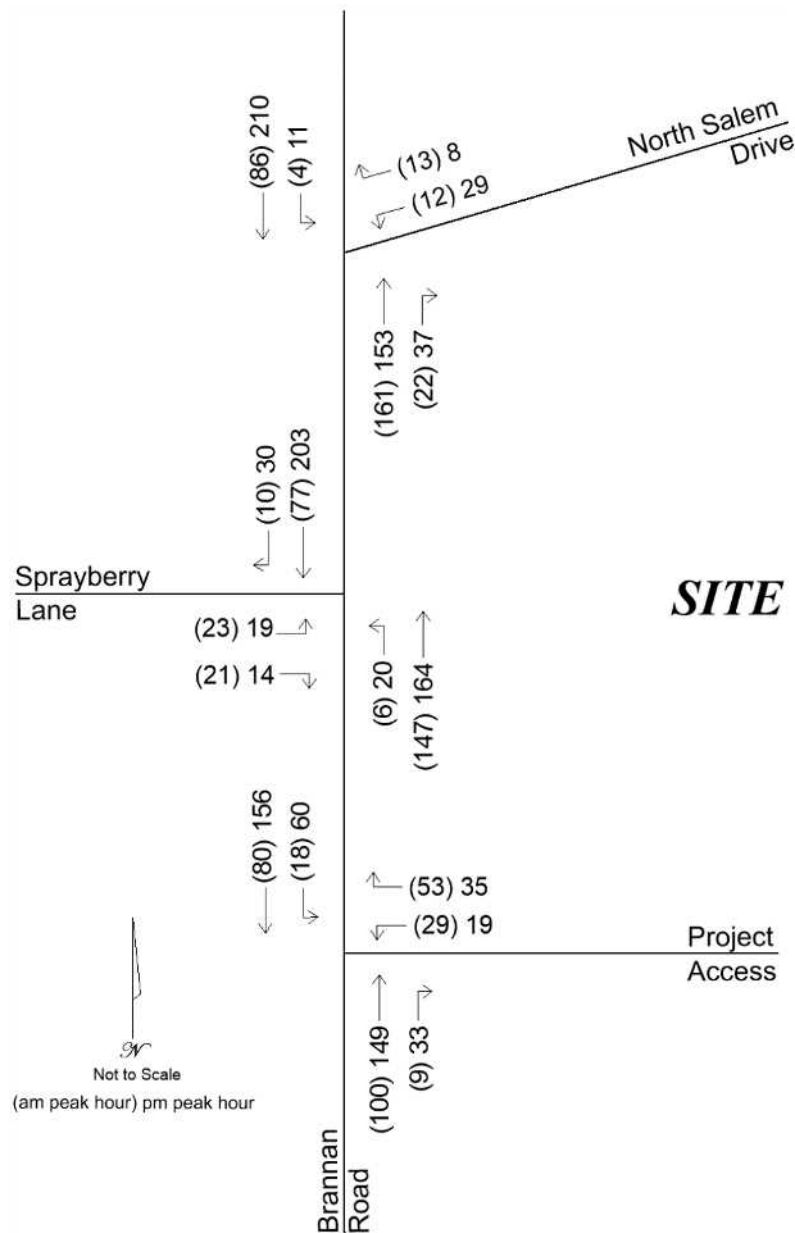


Figure 5 – Future Weekday A.M. and P.M. Peak Hour Volumes

Auxiliary Lane Standards at Site Access

The City of Stockbridge Code of Ordinances does not contain specific standards for providing auxiliary turn lanes on public roadways at subdivision accesses. Therefore, the Henry County Unified Land Development Code (ULDC) was used. ULDC Chapter 8 – Infrastructure Improvements, Section 01.05.J, Subsections 5 and 6 specify:

5. Any subdivision or development which has an entrance onto a state highway, major arterial, minor arterial, or collector county road shall provide lanes for deceleration, ingress, and egress. Design requirements of the GDOT shall be met on state roads and design requirements of the county DOT shall be met on county roads.

6. Any subdivision or development which has an entrance onto a major arterial, minor arterial, or collector roadway shall be required to design and construct a left turn lane improvement if the criteria is met as stipulated in Chapter 4 of the GDOT *Regulations for Driveway and Encroachment Control*. The developer will also be responsible for acquisition of right-of-way as well as for the relocation of utilities.

Brannan Road is classified by Henry County as a collector and therefore a northbound right turn lane is required on Brannan Road at the project access, according to the Henry County ULDC.

In order to determine if a southbound left turn lane is required at the project access, the Georgia DOT standards for determining the need for left turn lanes, as set forth in their *Regulations for Driveway and Encroachment Control* (Driveway Manual), revision 5.0 dated 7/3/2019, were reviewed. The left turn lane analysis was based on *Driveway Manual* Table 4-7a, Minimum Volumes Requiring Left Turn Lanes, which is shown below as Table 4.

Table 4 – Georgia DOT Left Turn Lane Standards

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6000	>=6000	<10000	>=10000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Table 4-7a Minimum Volumes Requiring Left Turn Lanes

The AADT on Brannan Road was 3,600 vpd in 2019 and counted at 2,670 vpd at the site access. For a two lane road with a 45 mph speed limit, below 6,000 vpd, the left turn volume (LTV) above which a left turn lane is required is 250 left turn vehicles (LTV) per day. The daily southbound left turn volume for the proposed subdivision is calculated as 482 left turn vehicles. This is above the 250 LTV threshold, so a left turn lane is required on Brannan Road at the project access, according to the Georgia DOT standard.

It is recommended that one entering and one exiting lane should be provided in the project access, or as required by Code. The exiting approach should be controlled by side street stop sign and stop bar.

Future Intersection Operations

An operational analysis was performed for the anticipated future project build-out, at the study intersections and project access. Table 5 presents the results of the future analysis. Computer printouts containing detailed results of the future analysis are located in Appendix E. Levels of service and delays are provided for the overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 5 – Future Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Brannan Road at Sprayberry Lane	A	1.9	A	1.3
northbound left turn	A	7.4	A	7.9
eastbound approach	A	9.8	B	11.3
2. Brannan Road at North Salem Drive	A	0.9	A	1.3
southbound left turn	A	7.6	A	7.7
westbound approach	A	9.9	B	11.9
3. Brannan Road at Project Access	A	3.4	A	2.6
southbound left turn (entering project)	A	7.5	A	7.8
westbound approach (exiting project)	A	9.8	B	10.8

The future analysis reveals excellent traffic operations at both study intersections and at the project access. Other than the turn lanes required at the project access, no mitigation was identified as being necessitated by the proposed subdivision.

The project civil engineer should comply with all applicable design standards at the proposed access, including those for sight distance, turn lane storage and taper lengths, turn radii, roadway width, and grades.

Conclusions and Recommendations

This traffic impact study evaluates the impact of a proposed residential subdivision in the City of Stockbridge. The project consists of 147 single-family houses. One full-movement access is proposed on the east side of Brannan Road south of Sprayberry Lane. The following are the findings and recommendations of this study:

1. Existing operations at the intersections evaluated are excellent. No mitigation is identified for the existing condition.
2. Traffic volume growth in this area has been minimal and this is expected to continue into the future.
3. The proposed subdivision will generate 109 new a.m. peak hour trips, 147 new p.m. peak hour trips, and 1,482 new weekday trips.
4. With the addition of the project trips, the future operations will see very minor increases in delays, but continued excellent operations. No mitigation, other than the turn lanes required at the project access, was identified as necessitated by the proposed subdivision.
5. The Henry County Code requires a northbound right turn lane on Brannan Road at the project access. The analysis according to Georgia DOT standards for the southbound left turn lane, as required by Code, concludes that a southbound left turn lane is required on Brannan Road at the project access.
6. The project access should be built with one entering and one exiting lane, or as required by Code, and the exiting approach should be controlled by side street stop sign and accompanying stop bar.
7. The project civil engineer should comply with applicable access design standards including sight distance, turn lane storage and taper lengths, turn radii, roadway width, and grades.

Appendix A

Traffic Count Data and Volume Worksheets

Brannan Road Subdivision Traffic Impact Study
City of Stockbridge, Henry County, Georgia

January 2021

Intersection: 1. Brannan Road and Sprayberry Lane

Weekday A.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road			Eastbound Sprayberry Lane			
	L	T	Tot	T	R	Tot	L	R	Tot	
Counted Volumes (Thursday, January 7, 2021 7:15-8:15)	5	75	80	47	8	55	18	17	35	
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%		25.0%	25.0%		
Adjusted 2020 Volumes	6	94	100	59	10	69	23	21	44	
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%		0.0%	0.0%		
No-Build Volumes	6	94	100	59	10	69	23	21	44	
Proposed Brannan Road Subdivision Trips	0	53	53	18	0	18	0	0	0	
Build Volumes	6	147	153	77	10	87	23	21	44	

Weekday P.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road			Eastbound Sprayberry Lane			
	L	T	Tot	T	R	Tot	L	R	Tot	
Counted Volumes (Thursday, January 7, 2021 5:00-6:00)	16	103	119	114	24	138	15	11	26	
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%		25.0%	25.0%		
Adjusted 2020 Volumes	20	129	149	143	30	173	19	14	33	
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%		0.0%	0.0%		
No-Build Volumes	20	129	149	143	30	173	19	14	33	
Proposed Brannan Road Subdivision Trips	0	35	35	60	0	60	0	0	0	
Build Volumes	20	164	184	203	30	233	19	14	33	

MARC R. ACAMPORA, PE, LLC

Brannan Road Subdivision Traffic Impact Study
City of Stockbridge, Henry County, Georgia

January 2021

Intersection: 2. Brannan Road and North Salem Drive

Weekday A.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road				Westbound North Salem Drive		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Thursday, January 7, 2021 7:15-8:15)	99	5	104	3	59	62		5	10	15
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%			25.0%	25.0%	
Adjusted 2020 Volumes	124	6	130	4	74	78		6	13	19
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%			0.0%	0.0%	
No-Build Volumes	124	6	130	4	74	78		6	13	19
Proposed Brannan Road Subdivision Trips	37	16	53	0	12	12		6	0	6
Build Volumes	161	22	183	4	86	90		12	13	25

Weekday P.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road				Westbound North Salem Drive		
	T	R	Tot	L	T	Tot		L	R	Tot
Counted Volumes (Thursday, January 7, 2021 5:00-6:00)	103	21	124	9	134	143		9	6	15
adjustment 2019 to 2020	25.0%	25.0%		25.0%	25.0%			25.0%	25.0%	
Adjusted 2020 Volumes	129	26	155	11	168	179		11	8	19
Total Annual Background Growth	0.0%	0.0%		0.0%	0.0%			0.0%	0.0%	
No-Build Volumes	129	26	155	11	168	179		11	8	19
Proposed Brannan Road Subdivision Trips	24	11	35	0	42	42		18	0	18
Build Volumes	153	37	190	11	210	221		29	8	37

MARC R. ACAMPORA, PE, LLC

Brannan Road Subdivision Traffic Impact Study
City of Stockbridge, Henry County, Georgia

January 2021

Intersection: 3. Brannan Road and Project Access

Weekday A.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road			Westbound Project Access		
	T	R	Tot	L	T	Tot	L	R	Tot
Counted Volumes (Thursday, January 7, 2021 7:15-8:15)	80		80		64	64			
adjustment 2019 to 2020	25.0%				25.0%				
Adjusted 2020 Volumes	100		100		80	80			
Total Annual Background Growth	0.0%				0.0%				
No-Build Volumes	100		100		80	80			
Proposed Brannan Road Subdivision Trips	0	9	9	18	0	18	29	53	82
Build Volumes	100	9	109	18	80	98	29	53	82

Weekday P.M. Peak Hour	Northbound Brannan Road			Southbound Brannan Road			Westbound Project Access		
	T	R	Tot	L	T	Tot	L	R	Tot
Counted Volumes (Thursday, January 7, 2021 5:00-6:00)	119		119		125	125			
adjustment 2019 to 2020	25.0%				25.0%				
Adjusted 2020 Volumes	149		149		156	156			
Total Annual Background Growth	0.0%				0.0%				
No-Build Volumes	149		149		156	156			
Proposed Brannan Road Subdivision Trips	0	33	33	60	0	60	19	35	54
Build Volumes	149	33	182	60	156	216	19	35	54

MARC R. ACAMPORA, PE, LLC

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TMC Data
Brannan Rd @ Sprayberry Lane
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450002
Site Code : 44450002
Start Date : 1/7/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Brannan Rd Northbound					Brannan Rd Southbound					Sprayberry Lane Eastbound					Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	1	19	0	0	20	0	6	1	0	7	9	0	1	0	10	0	0	0	0	0	37
07:15 AM	1	22	0	0	23	0	8	2	0	10	4	0	4	0	8	0	0	0	0	0	41
07:30 AM	1	20	0	0	21	0	12	3	0	15	6	0	3	0	9	0	0	0	0	0	45
07:45 AM	2	18	0	0	20	0	15	1	0	16	4	0	2	0	6	0	0	0	0	0	42
Total	5	79	0	0	84	0	41	7	0	48	23	0	10	0	33	0	0	0	0	0	165
08:00 AM	1	15	0	0	16	0	12	2	0	14	4	0	8	0	12	0	0	0	0	0	42
08:15 AM	0	14	0	0	14	0	13	0	0	13	2	0	2	0	4	0	0	0	0	0	31
08:30 AM	3	12	0	0	15	0	18	0	0	18	5	0	3	0	8	0	0	0	0	0	41
08:45 AM	0	11	0	0	11	0	14	0	0	14	3	0	2	0	5	0	0	0	0	0	30
Total	4	52	0	0	56	0	57	2	0	59	14	0	15	0	29	0	0	0	0	0	144
*** BREAK ***																					
04:00 PM	4	21	0	0	25	0	27	3	0	30	5	0	3	0	8	0	0	0	0	0	63
04:15 PM	3	24	0	0	27	0	29	8	0	37	5	0	1	0	6	0	0	0	0	0	70
04:30 PM	4	25	0	0	29	0	30	3	0	33	2	0	1	0	3	0	0	0	0	0	65
04:45 PM	1	22	0	0	23	0	32	7	0	39	2	0	2	0	4	0	0	0	0	0	66
Total	12	92	0	0	104	0	118	21	0	139	14	0	7	0	21	0	0	0	0	0	264
05:00 PM	1	30	0	0	31	0	23	4	0	27	1	0	3	0	4	0	0	0	0	0	62
05:15 PM	3	27	0	0	30	0	25	7	0	32	2	0	2	0	4	0	0	0	0	0	66
05:30 PM	6	22	0	0	28	0	40	5	0	45	5	0	4	0	9	0	0	0	0	0	82
05:45 PM	6	24	0	0	30	0	26	8	0	34	7	0	2	0	9	0	0	0	0	0	73
Total	16	103	0	0	119	0	114	24	0	138	15	0	11	0	26	0	0	0	0	0	283
Grand Total	37	326	0	0	363	0	330	54	0	384	66	0	43	0	109	0	0	0	0	0	856
Apprch %	10.2	89.8	0	0		0	85.9	14.1	0		60.6	0	39.4	0		0	0	0	0	0	
Total %	4.3	38.1	0	0	42.4	0	38.6	6.3	0	44.9	7.7	0	5	0	12.7	0	0	0	0	0	

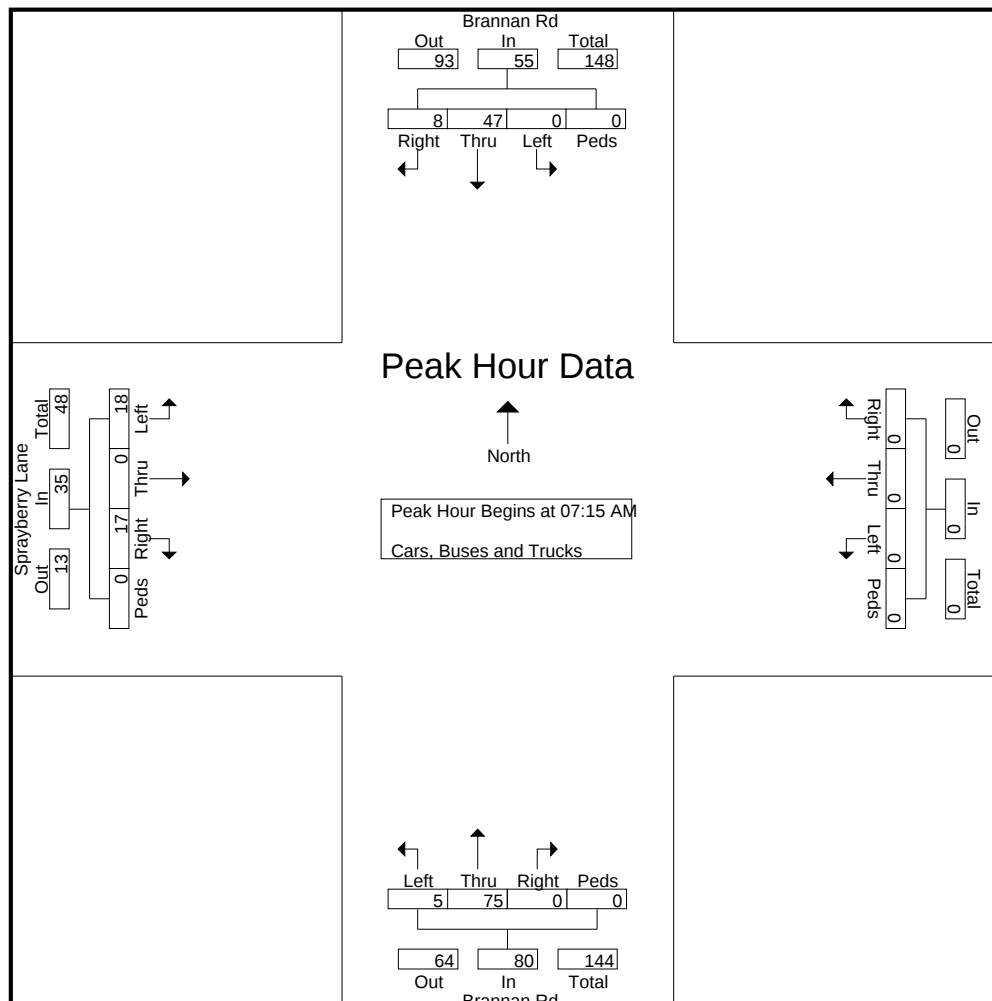
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TMC Data
Brannan Rd @ Sprayberry Lane
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450002
Site Code : 44450002
Start Date : 1/7/2021
Page No : 2

	Brannan Rd Northbound					Brannan Rd Southbound					Sprayberry Lane Eastbound					Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	1	22	0	0	23	0	8	2	0	10	4	0	4	0	8	0	0	0	0	0	41
07:30 AM	1	20	0	0	21	0	12	3	0	15	6	0	3	0	9	0	0	0	0	0	45
07:45 AM	2	18	0	0	20	0	15	1	0	16	4	0	2	0	6	0	0	0	0	0	42
08:00 AM	1	15	0	0	16	0	12	2	0	14	4	0	8	0	12	0	0	0	0	0	42
Total Volume	5	75	0	0	80	0	47	8	0	55	18	0	17	0	35	0	0	0	0	0	170
% App. Total	93.8					85.5					51.4					48.6					
PHF	.625	.852	.000	.000	.870	.000	.783	.667	.000	.859	.750	.000	.531	.000	.729	.000	.000	.000	.000	.000	.944



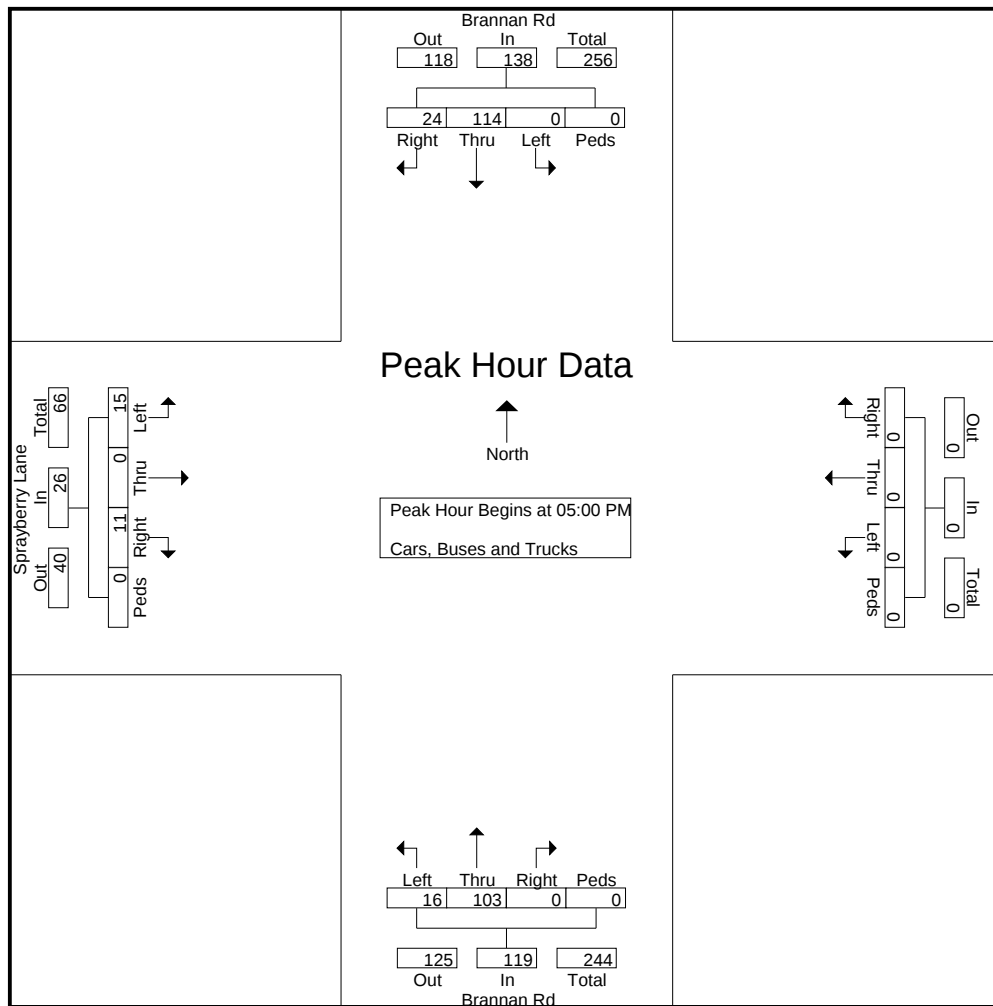
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File Name : 44450002
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Start Date : 1/7/2021
Page No : 3

	Brannan Rd Northbound					Brannan Rd Southbound					Sprayberry Lane Eastbound					Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	1	30	0	0	31	0	23	4	0	27	1	0	3	0	4	0	0	0	0	0	62
05:15 PM	3	27	0	0	30	0	25	7	0	32	2	0	2	0	4	0	0	0	0	0	66
05:30 PM	6	22	0	0	28	0	40	5	0	45	5	0	4	0	9	0	0	0	0	0	82
05:45 PM	6	24	0	0	30	0	26	8	0	34	7	0	2	0	9	0	0	0	0	0	73
Total Volume	16	103	0	0	119	0	114	24	0	138	15	0	11	0	26	0	0	0	0	0	283
% App. Total	13.4	86.6					82.6	17.4			57.7		42.3								
PHF	.667	.858	.000	.000	.960	.000	.713	.750	.000	.767	.536	.000	.688	.000	.722	.000	.000	.000	.000	.000	.863



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TMC Data
Brannan Rd @ N Salem Dr
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450001
Site Code : 44450001
Start Date : 1/7/2021
Page No : 1

Groups Printed- Cars, Buses and Trucks

	Brannan Rd Northbound					Brannan Rd Southbound					Eastbound					N Salem Dr Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	21	4	0	25	1	7	0	0	8	0	0	0	0	0	0	0	1	0	1	34
07:15 AM	0	29	0	0	29	0	9	0	0	9	0	0	0	0	0	1	0	3	0	4	42
07:30 AM	0	28	1	0	29	0	15	0	0	15	0	0	0	0	0	1	0	3	0	4	48
07:45 AM	0	22	2	0	24	1	17	0	0	18	0	0	0	0	0	2	0	2	0	4	46
Total	0	100	7	0	107	2	48	0	0	50	0	0	0	0	0	4	0	9	0	13	170
08:00 AM	0	20	2	0	22	2	18	0	0	20	0	0	0	0	0	1	0	2	0	3	45
08:15 AM	0	18	3	0	21	2	13	0	0	15	0	0	0	0	0	2	0	4	0	6	42
08:30 AM	0	17	2	0	19	1	10	0	0	11	0	0	0	0	0	1	0	0	0	1	31
08:45 AM	0	10	4	0	14	0	17	0	0	17	0	0	0	0	0	0	0	1	0	1	32
Total	0	65	11	0	76	5	58	0	0	63	0	0	0	0	0	4	0	7	0	11	150
*** BREAK ***																					
04:00 PM	0	23	5	0	28	2	33	0	0	35	0	0	0	0	0	2	0	1	0	3	66
04:15 PM	0	27	3	0	30	1	36	0	0	37	0	0	0	0	0	1	0	0	0	1	68
04:30 PM	0	28	2	0	30	1	32	0	0	33	0	0	0	0	0	3	0	2	0	5	68
04:45 PM	0	23	2	0	25	0	30	0	0	30	0	0	0	0	0	4	0	1	0	5	60
Total	0	101	12	0	113	4	131	0	0	135	0	0	0	0	0	10	0	4	0	14	262
05:00 PM	0	29	3	0	32	2	27	0	0	29	0	0	0	0	0	0	0	1	0	1	62
05:15 PM	0	25	4	0	29	4	31	0	0	35	0	0	0	0	0	5	0	0	0	5	69
05:30 PM	0	23	6	0	29	2	46	0	0	48	0	0	0	0	0	2	0	3	0	5	82
05:45 PM	0	26	8	0	34	1	30	0	0	31	0	0	0	0	0	2	0	2	0	4	69
Total	0	103	21	0	124	9	134	0	0	143	0	0	0	0	0	9	0	6	0	15	282
Grand Total	0	369	51	0	420	20	371	0	0	391	0	0	0	0	0	27	0	26	0	53	864
Apprch %	0	87.9	12.1	0		5.1	94.9	0	0		0	0	0	0		50.9	0	49.1	0		
Total %	0	42.7	5.9	0	48.6	2.3	42.9	0	0	45.3	0	0	0	0	0	3.1	0	3	0	6.1	

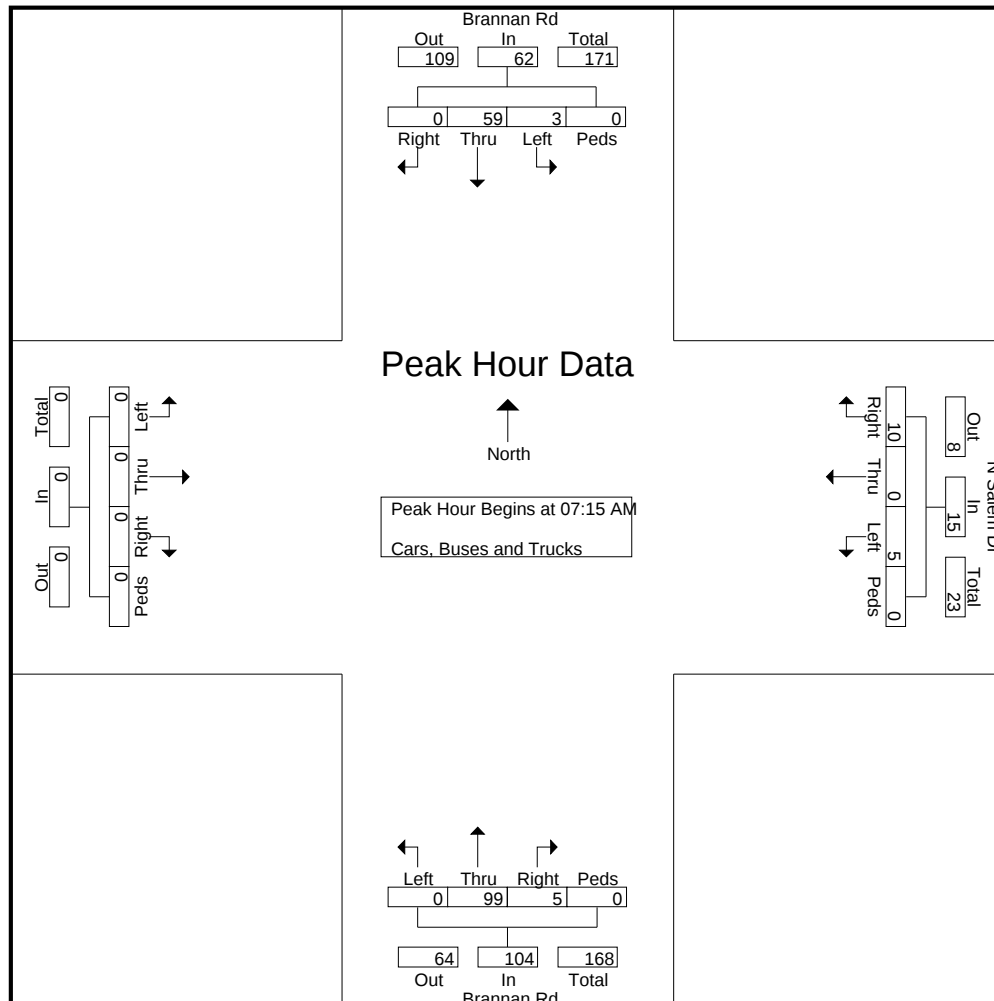
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7-9 AM | 4-6 PM

File Name : 44450001
Site Code : 44450001
Start Date : 1/7/2021
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	Brannan Rd Northbound					Brannan Rd Southbound					Eastbound					N Salem Dr Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	29	0	0	29	0	9	0	0	9	0	0	0	0	0	1	0	3	0	4	42
07:30 AM	0	28	1	0	29	0	15	0	0	15	0	0	0	0	0	1	0	3	0	4	48
07:45 AM	0	22	2	0	24	1	17	0	0	18	0	0	0	0	0	2	0	2	0	4	46
08:00 AM	0	20	2	0	22	2	18	0	0	20	0	0	0	0	0	1	0	2	0	3	45
Total Volume	0	99	5	0	104	3	59	0	0	62	0	0	0	0	0	5	0	10	0	15	181
% App. Total	95.2					95.2					33.3					66.7					
PHF	.000	.853	.625	.000	.897	.375	.819	.000	.000	.775	.000	.000	.000	.000	.000	.625	.000	.833	.000	.938	.943



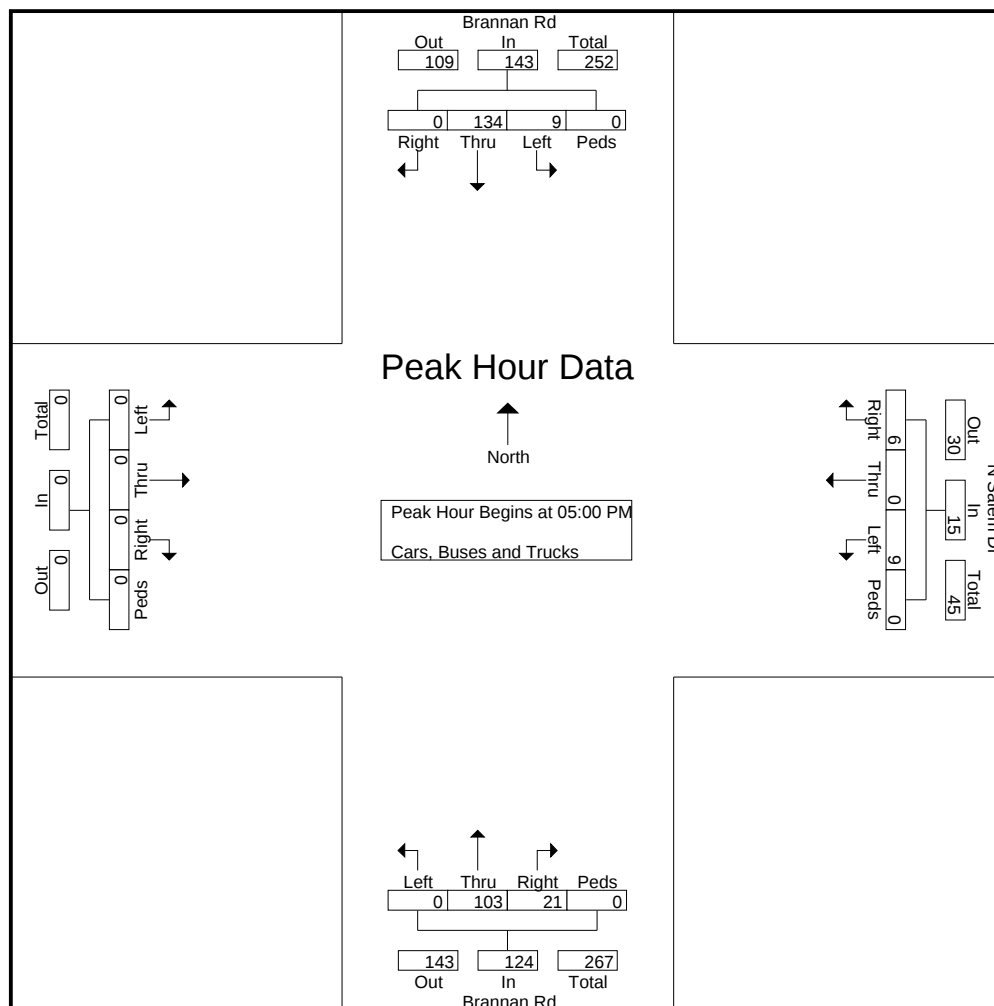
Reliable Traffic Data Services

Tel: (770) 578-8158 | Fax: (770) 578-8159
Info@reliabletraffic.org | www.reliabletraffic.org

TMC Data
Brannan Rd @ N Salem Dr
McDonough, GA
7-9 AM | 4-6 PM

File Name : 44450001
Site Code : 44450001
Start Date : 1/7/2021
Page No : 3

	Brannan Rd Northbound					Brannan Rd Southbound					Eastbound					N Salem Dr Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	29	3	0	32	2	27	0	0	29	0	0	0	0	0	0	0	1	0	1	62
05:15 PM	0	25	4	0	29	4	31	0	0	35	0	0	0	0	0	5	0	0	0	5	69
05:30 PM	0	23	6	0	29	2	46	0	0	48	0	0	0	0	0	2	0	3	0	5	82
05:45 PM	0	26	8	0	34	1	30	0	0	31	0	0	0	0	0	2	0	2	0	4	69
Total Volume	0	103	21	0	124	9	134	0	0	143	0	0	0	0	0	9	0	6	0	15	282
% App. Total	83.1 16.9					93.7															
PHF	.000	.888	.656	.000	.912	.563	.728	.000	.000	.745	.000	.000	.000	.000	.000	.450	.000	.500	.000	.750	.860



Reliable Traffic Data Services

ADT Data

Tel: (770) 578-8158 | Fax: (770) 578-8159
Info@reliabletraffic.org | www.reliabletraffic.org

Site Code: 44450101
Brannan Rd north of N Salem Dr
McDonough, GA

Start Time	07-Jan-21 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	19			0	33				
12:15		3	21			5	21				
12:30		3	20			3	26				
12:45		3	21	9	81	3	24	11	104	20	185
01:00		0	25			2	21				
01:15		0	20			0	26				
01:30		0	19			2	21				
01:45		1	28	1	92	1	26	5	94	6	186
02:00		0	23			1	20				
02:15		1	18			0	25				
02:30		0	38			0	18				
02:45		0	23	1	102	1	36	2	99	3	201
03:00		1	18			3	35				
03:15		2	22			0	34				
03:30		3	27			2	53				
03:45		1	18	7	85	1	38	6	160	13	245
04:00		1	25			1	36				
04:15		1	27			2	42				
04:30		3	28			4	27				
04:45		4	22	9	102	1	28	8	133	17	235
05:00		1	31			2	35				
05:15		7	26			2	31				
05:30		4	22			1	51				
05:45		4	31	16	110	6	25	11	142	27	252
06:00		8	23			4	35				
06:15		12	14			1	28				
06:30		10	11			2	32				
06:45		14	14	44	62	6	14	13	109	57	171
07:00		16	13			5	15				
07:15		36	22			8	21				
07:30		30	8			15	15				
07:45		31	17	113	60	20	12	48	63	161	123
08:00		20	13			17	17				
08:15		18	10			16	10				
08:30		18	11			8	13				
08:45		14	8	70	42	19	14	60	54	130	96
09:00		19	5			11	11				
09:15		17	9			15	7				
09:30		17	8			14	6				
09:45		19	5	72	27	17	8	57	32	129	59
10:00		14	5			17	5				
10:15		21	1			9	6				
10:30		12	2			18	8				
10:45		14	5	61	13	24	2	68	21	129	34
11:00		16	3			23	5				
11:15		29	3			15	1				
11:30		19	0			20	3				
11:45		26	3	90	9	23	2	81	11	171	20
Total		493	785			370	1022			863	1807
Percent		38.6%	61.4%			26.6%	73.4%			32.3%	67.7%
Grand Total		493	785			370	1022			863	1807
Percent		38.6%	61.4%			26.6%	73.4%			32.3%	67.7%
ADT		ADT 2,670		AADT 2,670							

Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's *Highway Capacity Manual*, 2016 edition (HCM 6). Synchro 10 software, which emulates the HCM 6 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: Highway Capacity Manual 6

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: Highway Capacity Manual 6

Appendix C

Existing Intersection Operational Analysis

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

existing a.m.

Intersection

Int Delay, s/veh 2.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	21	6	94	59	10
Future Vol, veh/h	23	21	6	94	59	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	73	73	87	87	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	29	7	108	69	12

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	191	69	81
Stage 1	69	-	-
Stage 2	122	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	798	994	1517
Stage 1	954	-	-
Stage 2	903	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	794	994	1517
Mov Cap-2 Maneuver	794	-	-
Stage 1	949	-	-
Stage 2	903	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	0.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1517	-	878	-	-
HCM Lane V/C Ratio	0.005	-	0.069	-	-
HCM Control Delay (s)	7.4	0	9.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

existing a.m.

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	6	13	124	6	4	74
Future Vol, veh/h	6	13	124	6	4	74
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	90	90	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	14	138	7	5	95
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	247	142	0	0	145	0
Stage 1	142	-	-	-	-	-
Stage 2	105	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	741	906	-	-	1437	-
Stage 1	885	-	-	-	-	-
Stage 2	919	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	738	906	-	-	1437	-
Mov Cap-2 Maneuver	738	-	-	-	-	-
Stage 1	885	-	-	-	-	-
Stage 2	915	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	9.4	0		0.4		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-		845	1437	
HCM Lane V/C Ratio	-	-		0.024	0.004	
HCM Control Delay (s)	-	-		9.4	7.5	
HCM Lane LOS	-	-		A	A	
HCM 95th %tile Q(veh)	-	-		0.1	0	

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

existing p.m.

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	14	20	129	143	30
Future Vol, veh/h	19	14	20	129	143	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	96	96	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	26	19	21	134	186	39
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	362	186	225	0	-	0
Stage 1	186	-	-	-	-	-
Stage 2	176	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	637	856	1344	-	-	-
Stage 1	846	-	-	-	-	-
Stage 2	855	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	626	856	1344	-	-	-
Mov Cap-2 Maneuver	626	-	-	-	-	-
Stage 1	832	-	-	-	-	-
Stage 2	855	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.4	1		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1344	-	707	-	-	
HCM Lane V/C Ratio	0.016	-	0.065	-	-	
HCM Control Delay (s)	7.7	0	10.4	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0	-	0.2	-	-	

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

existing p.m.

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	8	129	26	11	168
Future Vol, veh/h	11	8	129	26	11	168
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	91	91	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	11	142	29	15	224
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	411	157	0	0	171	0
Stage 1	157	-	-	-	-	-
Stage 2	254	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	597	889	-	-	1406	-
Stage 1	871	-	-	-	-	-
Stage 2	788	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	590	889	-	-	1406	-
Mov Cap-2 Maneuver	590	-	-	-	-	-
Stage 1	871	-	-	-	-	-
Stage 2	779	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	10.4	0		0.5		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-	687	1406	-	
HCM Lane V/C Ratio	-	-	0.037	0.01	-	
HCM Control Delay (s)	-	-	10.4	7.6	0	
HCM Lane LOS	-	-	B	A	A	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Appendix D

No-Build Intersection Operational Analysis

Appendix E

Future Intersection Operational Analysis

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

future a.m.

Intersection						
Int Delay, s/veh	1.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	21	6	147	77	10
Future Vol, veh/h	23	21	6	147	77	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	73	73	87	87	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	29	7	169	90	12
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	273	90	102	0	-	0
Stage 1	90	-	-	-	-	-
Stage 2	183	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	716	968	1490	-	-	-
Stage 1	934	-	-	-	-	-
Stage 2	848	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	712	968	1490	-	-	-
Mov Cap-2 Maneuver	712	-	-	-	-	-
Stage 1	929	-	-	-	-	-
Stage 2	848	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.8	0.3		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1490	-	815	-	-	
HCM Lane V/C Ratio	0.005	-	0.074	-	-	
HCM Control Delay (s)	7.4	0	9.8	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.2	-	-	

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

future a.m.

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	13	161	22	4	86
Future Vol, veh/h	12	13	161	22	4	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	90	90	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	14	179	24	5	110
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	311	191	0	0	203	0
Stage 1	191	-	-	-	-	-
Stage 2	120	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	681	851	-	-	1369	-
Stage 1	841	-	-	-	-	-
Stage 2	905	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	678	851	-	-	1369	-
Mov Cap-2 Maneuver	678	-	-	-	-	-
Stage 1	841	-	-	-	-	-
Stage 2	901	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	9.9	0		0.3		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	758	1369	-	
HCM Lane V/C Ratio	-	-	0.035	0.004	-	
HCM Control Delay (s)	-	-	9.9	7.6	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Brannan Road Subdivision

3: Brannan Road & project access

future a.m.

Intersection						
Int Delay, s/veh	3.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	29	53	100	9	18	80
Future Vol, veh/h	29	53	100	9	18	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	87	87	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	66	115	10	21	93
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	250	115	0	0	125	0
Stage 1	115	-	-	-	-	-
Stage 2	135	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	739	937	-	-	1462	-
Stage 1	910	-	-	-	-	-
Stage 2	891	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	729	937	-	-	1462	-
Mov Cap-2 Maneuver	729	-	-	-	-	-
Stage 1	910	-	-	-	-	-
Stage 2	879	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	9.8	0		1.4		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	851	1462	-	
HCM Lane V/C Ratio	-	-	0.12	0.014	-	
HCM Control Delay (s)	-	-	9.8	7.5	-	
HCM Lane LOS	-	-	A	A	-	
HCM 95th %tile Q(veh)	-	-	0.4	0	-	

Brannan Road Subdivision
1: Brannan Road & Sprayberry Lane

future p.m.

Intersection						
Int Delay, s/veh	1.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	14	20	164	203	30
Future Vol, veh/h	19	14	20	164	203	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	96	96	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	26	19	21	171	264	39
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	477	264	303	0	-	0
Stage 1	264	-	-	-	-	-
Stage 2	213	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	547	775	1258	-	-	-
Stage 1	780	-	-	-	-	-
Stage 2	823	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	537	775	1258	-	-	-
Mov Cap-2 Maneuver	537	-	-	-	-	-
Stage 1	766	-	-	-	-	-
Stage 2	823	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	11.3	0.9		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1258	-	617	-	-	
HCM Lane V/C Ratio	0.017	-	0.074	-	-	
HCM Control Delay (s)	7.9	0	11.3	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-	

Brannan Road Subdivision
2: Brannan Road & North Salem Drive

future p.m.

Intersection						
Int Delay, s/veh	1.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	29	8	153	37	11	210
Future Vol, veh/h	29	8	153	37	11	210
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	91	91	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	39	11	168	41	15	280
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	499	189	0	0	209	0
Stage 1	189	-	-	-	-	-
Stage 2	310	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	531	853	-	-	1362	-
Stage 1	843	-	-	-	-	-
Stage 2	744	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	524	853	-	-	1362	-
Mov Cap-2 Maneuver	524	-	-	-	-	-
Stage 1	843	-	-	-	-	-
Stage 2	734	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	11.9	0		0.4		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-		572	1362	
HCM Lane V/C Ratio	-	-		0.086	0.011	
HCM Control Delay (s)	-	-		11.9	7.7	
HCM Lane LOS	-	-		B	A	
HCM 95th %tile Q(veh)	-	-		0.3	0	

Brannan Road Subdivision
3: Brannan Road & project access

future p.m.

Intersection						
Int Delay, s/veh	2.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	19	35	149	33	60	156
Future Vol, veh/h	19	35	149	33	60	156
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	96	96	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	47	155	34	78	203
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	514	155	0	0	189	0
Stage 1	155	-	-	-	-	-
Stage 2	359	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	521	891	-	-	1385	-
Stage 1	873	-	-	-	-	-
Stage 2	707	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	492	891	-	-	1385	-
Mov Cap-2 Maneuver	492	-	-	-	-	-
Stage 1	873	-	-	-	-	-
Stage 2	667	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	10.8	0		2.2		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	693		1385	-	
HCM Lane V/C Ratio	-	0.104		0.056	-	
HCM Control Delay (s)	-	10.8		7.8	-	
HCM Lane LOS	-	B		A	-	
HCM 95th %tile Q(veh)	-	0.3		0.2	-	

NOTES:

1. TOTAL AREA : 51.76 ACRES
2. THIS PLAT REPRESENTS CONSTRUCTION PLANS OF SPRAYBERRY STATION PREPARED BY CORNERSTONE ENGINEERING, LLC, DATED 9/30/05.
3. OWNER: HUDGINS COMMUNITIES, INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253
- DEVELOPER: HUDGINS CONSTRUCTION CO., INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253
- 24 HR. CONTACT: MIKE HORNE (770) 474-3361
4. PROPERTY IS ZONED PD (R2 & R3) (WITH CONDITIONS AND VARIANCES) - SEE REZONING LETTER RZ-03-25-S DATED APRIL 12, 2004.
5. TOTAL NUMBER OF LOTS - 142
6. 1/2" REBAR SET AT ALL LOT CORNERS.
7. BOUNDARY INFORMATION SHOWN ON THIS PLAT IS BASED ON A BOUNDARY SURVEY PREPARED BY CONCEPTUAL DESIGN ENGINEERING, INC., DATED APRIL 12, 2004.
8. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
9. THIS PROPERTY SHOWN IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
10. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 93,968 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE AND WAS ADJUSTED USING COMPASS RULE.
INSTRUMENT USED TO OBTAIN MEASUREMENTS (ANGULAR AND LINEAR): TOPCON GTS 225 TOTAL STATION.
11. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 2,005,204 FEET.
12. A 20' DRAINAGE EASEMENT SHALL EXIST CENTERED ON ALL REAR LOT LINES AND CENTERED ON ALL STORM DRAIN PIPES OUTSIDE THE R/W EXCEPT AS SHOWN ON THIS PLAT.
13. LOCATION OF ALL UNDERGROUND UTILITIES MAY OR MAY NOT BE SHOWN ON THIS PLAT.
14. ALL OFFSETS SHOWN HEREON ARE PERPENDICULAR TO PROPERTY LINES, UNLESS OTHERWISE SHOWN.
15. WATER AND SANITARY SEWER SERVICE PROVIDED BY HENRY COUNTY WATER & SEWERAGE AUTHORITY.
16. TAX ASSESSOR'S PARCEL NUMBERS ARE SAME AS LOT NUMBERS, MAP 88D, ALL BLOCK 1. ADDRESSES OF CORNER LOTS BASED ON LOCATION OF DRIVEWAY, OPEN SPACE & AMENITY AREA PARCEL NO. T-200
17. ELECTRIC SERVICE PROVIDED BY SNAPPING SHOALS EMC.
18. DISTANCES SHOWN ARE HORIZONTAL AND BEARINGS WERE CALCULATED FROM ANGLES TURNED.
19. BEARINGS BASED ON HENRY COUNTY GIS STATE PLANE COORDINATE SYSTEM.
20. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF THIRTY (30) FEET BEHIND ANY FUTURE RESIDENCE OR BUILDING.
21. SIDEWALKS REQUIRED BOTH SIDES OF STREET, 4 FEET WIDE, 2 FEET BEHIND BACK OF CURB AND HANDICAP ACCESSIBLE AT ALL CORNERS. ALL SIDEWALKS MUST BE COMPLETED PRIOR TO RELEASE OF TWO (2) YEAR MAINTENANCE AGREEMENT.
22. A TWENTY (20) FOOT STORM AND SANITARY SEWER EASEMENT EXISTS ALONG EACH PROPERTY LINE AND ALONG EACH LOT LINE, CENTERED ON LOT LINES FOR FUTURE DRAINAGE AND SANITARY SEWER LINES.
23. BASED ON THE FEMA F.I.R.M. PANEL #130468-0070B DATED NOVEMBER 2, 1983, THIS SITE IS LOCATED OUTSIDE OF THE 100YR. FLOOD PLAIN.
24. WETLANDS SHOWN ON THIS PLAT ARE UNDER THE JURISDICTION OF THE ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE WETLANDS AREAS WITHOUT PROPER AUTHORIZATION.
25. JURISDICTIONAL WETLANDS SHOWN ON THIS PLAT WERE DELINEATED BY CONCEPTUAL DESIGN ENGINEERING, INC.
26. "LIVE STREAMS" AND/OR "WETLANDS" LIE WITHIN THIS PROPERTY.
27. TOTAL LINEAR FOOTAGE OF STREET : 6,095 LF
SPRAYBERRY LANE - 324 LF
ASTORIA WAY - 4689 LF
VENDELLA CIR - 1082 LF
28. A TEN (10) FOOT WATER LINE EASEMENT EXISTS AND IS CENTERED ON ALL WATER LINES AND A TWENTY (20) FOOT SANITARY SEWER EASEMENT EXISTS AND IS CENTERED ON ALL SANITARY SEWER LINES FOR MAINTENANCE PER HENRY COUNTY WATER & SEWERAGE AUTHORITY.
29. THE NET DENSITY SHALL NOT EXCEED 3.6 DWELLING UNITS PER USABLE ACRE FOR THE R-3 ZONING DISTRICT AND 2.8 DWELLING UNITS PER USABLE ACRE FOR THE R-2 ZONING DISTRICT WITH THE MAXIMUM LOTS FOR THE DEVELOPMENT OF ONE HUNDRED FORTY-TWO (142).

MINIMUM REQUIREMENTS:

TOTAL LOT SIZE
R-2 9.37 ACRES (GROSS)
7.48 ACRES (NET)
R-3 42.39 ACRES (GROSS)
36.19 ACRES (NET)

MIN. LOT AREA R-2 15,750.04 SF
R-3 7,472.74 SF
NO. OF LOTS R-2 15 (11%)
R-3 127 (89%)

MIN. FLOOR AREA:
35 LOTS (25%) 1,600 SF
35 LOTS (25%) 1,800 SF
35 LOTS (25%) 1,900 SF
37 LOTS (25%) 2,000 SF

MIN. LOT WIDTH R-2 75'
R-3 60'

MIN. SETBACKS FRONT YARD R-2 40'
R-3 30'
SIDE YARD R-2 10'
R-3 10' BETWEEN HOUSES
REAR YARD R-2 40'
R-3 30'

OVERALL DENSITY:

DENSITY R2 & R3

GROSS DENSITY
TOTAL 142 LOTS/51.76 ACRES = 2.74

NET DENSITY
TOTAL 142 LOTS/43.67 ACRES = 3.25

R.O.W. AREA 8.09 ACRES

OPEN SPACE
ACREAGE 12.57 ACRES
PERCENTAGE 24.29%

GROSS DENSITY
GROSS R2 15 LOTS - 9.37 ACRES = 1.60
GROSS R3 127 LOTS - 42.39 ACRES = 3.00
TOTAL 142 LOTS - 51.76 ACRES = 2.74
NET DENSITY
NET R2 15 LOTS - 7.48 ACRES = 2.10
NET R3 127 LOTS - 36.19 ACRES = 3.51
TOTAL 142 LOTS - 43.67 ACRES = 3.25

CLARK MEADOWS

(F.K.A. SPRAYBERRY STATION)

LAND LOT 30 OF THE 7TH DISTRICT

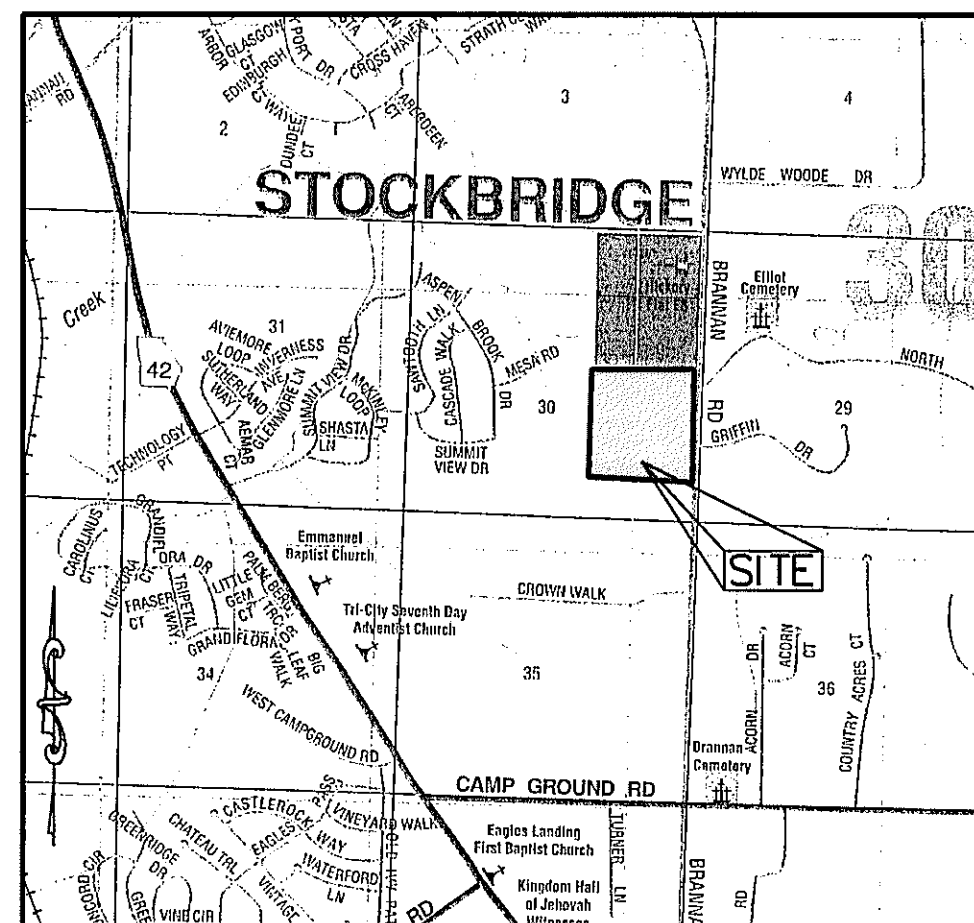
CITY OF STOCKBRIDGE

HENRY COUNTY, GEORGIA

OWNER:
HUDGINS COMMUNITIES, INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253

DEVELOPER:
HUDGINS CONSTRUCTION CO. INC.
125 WESTRIDGE INDUSTRIAL BOULEVARD
MCDONOUGH, GA 30253

24 HR. CONTACT: MIKE HORNE (770) 474-3361



LOCATION MAP
(N.T.S.)

ZONING:
R2 LOTS 128 - 142
R3 LOTS 1 - 127

OWNER'S ACKNOWLEDGMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES HEREIN SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

[Signature] DATE 3-12-07

APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEVELOPMENT PLAN REVIEW DEPARTMENT
HENRY COUNTY - BOARD OF COMMISSIONERS

APPROVED BY *[Signature]* DATE 3/14/07

CITY OF STOCKBRIDGE APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING.

[Signature], City Manager DATE 3/14/2007
MAYOR

IT IS HEREBY CERTIFIED THAT THIS PLAT WAS MADE FROM A TRUE AND CORRECT SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IRON PINS WERE PLACED AT ALL LOT CORNERS AND METEER ALL THE REQUIREMENTS OF GEORGIA LAW.

[Signature] No 1934
GEORGE T. CHAPMAN
GA. R.L.S. No. 1934

DEVELOPMENT PERMIT NUMBER 4460

CONDITIONAL REQUIREMENTS: (RZ-03-25-S)
(APRIL 12, 2004)

- DEVELOPMENT CONDITIONS
1. IN DEVELOPMENT OF THE PROPERTY, OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND CONDITIONS OF THE R-2 (#93-11) AND R-3 (#03-59) ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED BY THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STOCKBRIDGE AND HUDGINS COMMUNITIES IV, INC. DATED APRIL, 2004.
 2. THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT (11X17), CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.
 3. THE NET DENSITY SHALL NOT EXCEED 3.6 DWELLING UNITS PER USABLE ACRE FOR THE R-3 ZONING DISTRICT AND 2.8 DWELLING UNITS PER USABLE ACRE FOR THE R-2 ZONING DISTRICT WITH THE MAXIMUM LOTS FOR THE DEVELOPMENT OF ONE HUNDRED FORTY-TWO (142).
 4. THE MINIMUM AMOUNT OF HEATED SPACE SHALL BE NO LESS THAN 1,600 SQUARE FEET IN ONE-FORTH (1/4) OF SAID HOMES, NO LESS THAN 1,800 SQUARE FEET IN ONE-FORTH (1/4) OF SAID HOMES, NO LESS THAN 1,900 SQUARE FEET IN ONE-FORTH (1/4) OF SAID HOMES, AND NO LESS THAN 2,000 SQUARE FEET IN ONE-FORTH OF SAID HOMES.
 5. ALL EXTERIOR SIDES OF EACH HOME OR BUILDING SHALL CONSIST OF BRICK, STONE OR ANY COMBINATION THEREOF EXCEPT THE EAVES, GABLES AND CARPORT DOORS WHICH MAY BE CONSTRUCTED OUT OF WOOD, MASONARY MATERIAL, HANDIPLANK OR THE HIGHEST GRADE VINYL THAT IS MANUFACTURED ON THE DATE OF SALE, NO VINYL SIDING MAY BE USED IN THE CONSTRUCTION OF ANY OF THE HOMES OR BUILDINGS LOCATED ON THE PROPERTY. THE OWNER OR PERSON OR ENTITY APPLYING FOR A BUILDING PERMIT MUST PRESENT THE BUILDING PLAN AND THE EXTERIOR FAÇADE (ALL FOUR SIDES) DESIGN OF EACH STRUCTURE TO BE LOCATED ON THE PROPERTY TO THE CITY MANAGER OR HIS DESIGNEE FOR APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
 6. THE HOMES SHALL BE BUILT ON-SITE (NO MODULAR OR MANU-FACTURED HOMES), WITH TWO (2) CAR GARAGES STANDARD.
 7. THE DEVELOPMENT SHALL HAVE UNDERGROUND UTILITIES, SIDE-WALKS ON BOTH SIDES OF THE STREET AND ALONG THE FRONTAGE, DECORATIVE STREETLIGHTS AND ALL RESIDENTIAL DWELLINGS SHALL HAVE FULL SODDED YARDS.
 8. ALL WALKING TRAILS AND NATURE TRAILS SHALL BE EIGHT FEET (8) WIDE. ACCESS TO SAID TRAILS MUST MEET THE ADA (AMERICANS WITH DISABILITIES ACT) STANDARDS, BUT THE TRAILS INTERIOR CONSTRUCTION DOES NOT HAVE TO MEET ADA STANDARDS.
 9. THERE SHALL BE NO CLEAR CUTTING OF TREES OR MASS GRADING OF THE PROPERTY.
 10. A LANDSCAPED BUFFER OF FIFTY FEET (50) SHALL BE PROVIDED AROUND THE PERIMETER OF THE SUBJECT PROPERTY, EXCEPT FOR THE WESTERN PROPERTY LINE, WHICH SHALL HAVE A BUFFER OF TWENTY FEET (20).
 11. THE DEVELOPER SHALL INSTALL ACCELERATION AND DECELERATION LANES ALONG BRANNAN ROAD AND A BOULEVARD ENTRANCE INTO THE SUBDIVISION IN ACCORDANCE WITH THE HENRY COUNTY DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS.
 12. OWNER AGREES TO ADHERE TO THE LANDSCAPING ORDINANCE, ADOPTED BY THE CITY ON AUGUST 4, 2003.
 13. THE CONCEPTUAL MASTER PLAN SERVES A DEMONSTRATIVE PURPOSE ONLY AND THE CITY DOES NOT IN ANY WAY APPROVE SAID PLAN AS REPRESENTED.

VARIANCES

- A. THE OWNER SHALL BE AUTHORIZED TO DEVELOP A PD ON A MINOR ARTERIAL ROAD (BRANNAN ROAD).
- B. R-3 LOT WIDTHS MAY BE REDUCED TO NO LESS THAN SIXTY FEET (60) IN WIDTH.
- C. R-2 LOT WIDTHS MAY BE REDUCED TO NO LESS THAN SEVENTY-FIVE (75) IN WIDTH.
- D. R-3 FRONT YARD SET BACKS MAY BE REDUCED TO NO LESS THAN THIRTY FEET (30) (WITHOUT BACK ALLEY) AND TWENTY FEET (20) (WITH BACK ALLEY); SIDE YARD SET BACKS MAY BE REDUCED TO NO LESS THAN TEN FEET (10) BETWEEN HOMES AND REAR YARD SET BACKS SHALL BE REDUCED TO NO LESS THAN THIRTY FEET (30).
- E. THE AMENITIES REQUIRED BY UNDER APPLICABLE R-2 AND R-3 ORDINANCES MAY BE CONSOLIDATED IN A SINGLE AREA PROVIDED THAT SUFFICIENT PARKING FACILITIES ARE PROVIDED AND THAT ALL RESIDENTS OF THE ENTIRE DEVELOPMENT HAVE EQUAL USE OF AND RESPONSIBILITY FOR SUCH AMENITIES.
- F. THE MINIMUM AMENITIES FOR DEVELOPMENT OF THE PROPERTY SHALL BE WALKING AND NATURE TRAILS, A CLUBHOUSE THAT HAS A MINIMUM OF ONE THOUSAND SQUARE FEET (1,000 SQ. FT.) OF HEATED AND COOLED SPACE AND A REGULAR SIZE SWIMMING POOL WITH MALE AND FEMALE ENCLOSED BATHROOM AND SHOWER FACILITIES LOCATED ADJACENT TO SAID CLUBHOUSE.
- G. NO OTHER VARIANCES APPLY.

MAINTENANCE OF DETENTION PONDS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AND SHALL BE MAINTAINED AND REPAIRED WHEN NEEDED OR AS REQUESTED BY THE CITY OF STOCKBRIDGE.

SETBACK LINES:

FRONT YARD R-2 40'
R-3 30'
SIDE YARD R-2 10'
R-3 10' BETWEEN HOUSES
REAR YARD R-2 40'
R-3 30'

TAX ASSESSOR'S PARCEL NUMBERS ARE SAME AS LOT NUMBERS, MAP 88D, ALL BLOCK 1. ADDRESSES OF CORNER LOTS BASED ON LOCATION OF DRIVEWAY, OPEN SPACE & AMENITY AREA TAX PARCEL NO. T-200

THE CITY OF STOCKBRIDGE ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET R/W, OR THE EXTENSION OF CULVERTS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE HENRY COUNTY SUBDIVISION ORDINANCE.

SHEET TITLE: FINAL SUBDIVISION PLAT

CLARK MEADOWS
(F.K.A. SPRAYBERRY STATION)

PREPARED FOR:

HUDGINS COMMUNITIES, INC.



Conceptual Design Engineering, Inc.
98 Vinings Drive
McDonough, GA 30253
PHONE 678-610-5406 FAX 678-610-5770
Land Planning Civil Engineering Surveying

CLARK MEADOWS

(F.K.A. SPRAYBERRY STATION)

LAND LOT 30 OF THE 7TH DISTRICT

CITY OF STOCKBRIDGE

HENRY COUNTY, GEORGIA

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	43.98'	28.00'	43.98'	S46°01'21"W
C2	10.57'	28.00'	10.57'	S09°47'27"E
C3	15.32'	28.00'	15.32'	S36°16'27"E
C4	68.30'	60.00'	68.30'	S19°19'55"E
C5	41.17'	60.00'	41.17'	S32°56'23"W
C6	40.25'	60.00'	40.25'	S71°49'03"W
C7	55.45'	60.00'	55.45'	N62°29'15"W
C8	25.89'	28.00'	25.89'	N62°29'34"W
C9	10.81'	5025.00'	10.81'	S88°54'55"E
C10	60.00'	5025.00'	60.00'	S88°30'42"E
C11	60.01'	5025.00'	60.01'	S87°49'39"E
C12	32.58'	5025.00'	32.58'	S87°17'58"E
C13	25.88'	28.00'	25.88'	S66°24'09"W
C14	9.88'	60.00'	9.88'	S44°38'06"W
C15	69.81'	60.00'	69.81'	S82°41'01"W
C16	34.56'	60.00'	34.56'	N47°29'00"W
C17	40.08'	60.00'	40.08'	N11°50'45"W
C18	50.85'	60.00'	50.85'	N31°34'21"E
C19	25.88'	28.00'	25.88'	N29°22'11"E
C20	25.88'	28.00'	25.88'	N23°35'50"W
C21	67.16'	60.00'	67.16'	N18°00'57"W
C22	109.70'	60.00'	109.70'	N66°25'35"E
C23	28.33'	60.00'	28.33'	S47°40'18"E
C24	25.88'	28.00'	25.88'	S60°37'49"E
C25	11.10'	475.00'	11.10'	S87°47'00"E
C26	4.34'	475.00'	4.34'	S88°42'52"E
C27	12.57'	8.00'	12.57'	N46°01'24"E
C28	25.88'	28.00'	25.88'	N25°27'40"W
C29	110.94'	60.00'	110.94'	S01°01'22"W
C30	25.88'	28.00'	25.88'	N27°30'24"E
C31	12.57'	8.00'	12.57'	N43°58'36"W
C32	17.07'	525.00'	17.07'	S88°02'42"E
C33	62.53'	225.00'	62.53'	S79°18'24"E
C34	60.74'	225.00'	60.74'	S63°36'41"E
C35	46.15'	225.00'	46.15'	S50°00'07"E
C36	25.88'	28.00'	25.88'	N70°36'27"W
C37	78.48'	60.00'	78.48'	N59°37'28"W
C38	51.38'	60.00'	51.38'	N02°22'43"E
C39	39.54'	60.00'	39.54'	N45°47'28"E
C40	36.39'	60.00'	36.39'	N82°02'43"E
C41	40.92'	60.00'	40.92'	S61°02'25"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C42	52.72'	60.00'	52.72'	S16°19'47"E
C43	25.88'	28.00'	25.88'	S17°38'29"E
C44	130.78'	175.00'	130.78'	S65°42'18"E
C45	15.44'	475.00'	15.44'	S88°02'42"E
C46	12.57'	8.00'	12.57'	N46°01'24"E
C47	12.57'	8.00'	12.57'	N43°58'36"W
C48	17.07'	525.00'	17.07'	S88°02'44"E
C49	25.88'	28.00'	25.88'	S66°24'09"W
C50	60.47'	60.00'	60.47'	S68°47'28"W
C51	20.78'	60.00'	20.78'	N72°24'50"W
C52	25.05'	60.00'	25.05'	N50°31'56"W
C53	30.00'	60.00'	30.00'	N24°14'51"W
C54	68.88'	60.00'	68.88'	N22°57'57"E
C55	25.88'	28.00'	25.88'	N29°22'11"E
C56	25.88'	28.00'	25.88'	N23°35'51"W
C57	77.22'	60.00'	77.22'	N13°12'46"W
C58	40.00'	60.00'	40.00'	N42°45'15"E
C59	57.17'	60.00'	57.17'	N89°08'53"E
C60	28.85'	60.00'	28.85'	S49°46'59"E
C61	25.88'	28.00'	25.88'	S62°29'37"E
C62	18.00'	28.00'	18.00'	S72°36'07"W
C63	7.88'	28.00'	7.88'	S46°07'07"W
C64	51.17'	60.00'	51.17'	N62°29'13"E
C65	40.00'	60.00'	40.00'	S73°59'00"E
C66	40.00'	60.00'	40.00'	S35°47'10"E
C67	74.01'	60.00'	74.01'	S18°39'04"W
C68	4.95'	28.00'	4.95'	S48°55'36"W
C69	20.94'	28.00'	20.94'	S22°26'36"W
C70	43.98'	28.00'	43.98'	S43°58'38"E
C71	12.57'	8.00'	12.57'	N43°58'36"W
C72	98.96'	63.00'	98.96'	N46°01'22"E
C73	60.91'	4975.00'	60.91'	S88°37'35"E
C74	64.32'	4975.00'	64.32'	S87°54'19"E
C75	36.56'	4975.00'	36.56'	S87°19'28"E
C76	98.96'	63.00'	98.96'	S42°06'50"E
C77	98.96'	63.00'	98.96'	S47°53'10"W
C78	17.07'	525.00'	17.07'	S88°02'42"E
C79	12.57'	8.00'	12.57'	N46°01'22"E
C80	15.45'	475.00'	15.45'	S88°02'45"E
C81	98.96'	63.00'	98.96'	S42°06'50"E
C82	96.91'	63.00'	96.91'	S46°57'18"W
C83	98.96'	63.00'	98.96'	N43°58'38"W

CENTERLINE LINE TABLE		
CURVE	LENGTH	RADIUS
L1	167.93'	N88°58'37"W
L2	668.45'	N87°06'50"W
L3	300.00'	N02°53'11"W
L4	736.65'	S87°06'50"E
L5	236.31'	S88°58'34"E
L6	1142.36'	N01°01'22"E
L7	324.22'	N88°58'38"W
L8	231.45'	N88°58'34"W
L9	491.27'	N87°06'49"W
L10	193.03'	N44°07'31"W
L11	226.49'	N88°58'38"W
L12	274.20'	N87°06'51"W
L13	233.30'	N02°53'10"E
L14	509.22'	S88°58'38"E

CENTERLINE CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	162.59	5000.00'
C2	16.25	500.00'
C3	16.25	500.00'
C4	150.06'	200.00'
C5	16.25	500.00'

STORM DRAINAGE PIPE CHART			
PIPE	LENGTH	SIZE	SLOPE
1H-1G	31.08'	18"BCCMP	3.06%
1G-1F	284.50'	24"BCCMP	3.35%
1F-1E	184.44'	36"BCCMP	0.75%
1E-1D	264.78'	36"BCCMP	0.70%
1D-1C	69.81'	36"BCCMP	0.76%
1C-1B	91.36'	36"BCCMP	1.35%
1B-1A	54.16'	36"BCCMP	0.28%
2C-2B	31.02'	18"BCCMP	1.87%
2B-2A	239.92'	18"BCCMP	4.25%
2A-1D	31.72'	24"BCCMP	2.24%
3A-1F	31.14'	18"BCCMP	1.93%
4E-4D	29.45'	18"BCCMP	2.04%
4D-4C	146.08'	18"BCCMP	3.55%
4C-4B	32.11'	24"BCCMP	4.89%
4B-4A	172.02'	30"BCCMP	3.75%
5Q-5P	29.96'	18"BCCMP	1.03%
5P-5O	187.97'	18"BCCMP	2.59%
5O-5N	31.43'	24"BCCMP	2.67%
5N-5M	44.54'	24"BCCMP	6.22%
5M-5L	81.63'	30"BCCMP	2.01%
5L-5K	61.04'	30"BCCMP	2.23%
5K-5J	86.69'	36"BCCMP	2.71%
5J-5I	233.88'	36"BCCMP	1.61%
5I-5H	177.63'	36"BCCMP	1.78%
5H-5G	31.60'	42"BCCMP	2.91%
5G-5F	135.29'	42"BCCMP	0.92%
5F-5E	133.71'	42"BCCMP	0.61%
5E-5D	34.55'	42"BCCMP	0.43%
5D-5C	94.86'	42"BCCMP	2.55%
5C-5B	30.59'	42"BCCMP	1.63%
5B-5A	41.64'	42"BCCMP	1.44%
6A-5M	31.28'	18"BCCMP	5.91%
7C-7B	61.47'	18"BCCMP	1.02%
7B-7A	57.07'	18"BCCMP	1.07%
7A-5K	30.23'	24"BCCMP	1.59%
8C-8F	34.67'	18"BCCMP	5.91%
8F-8E	91.65'	18"BCCMP	5.14%
8E-8D	31.25'	24"BCCMP	1.22%
8D-8C	299.21'	24"BCCMP	2.46%
8C-8B	139.07'	30"BCCMP	2.32%
8B-8A	93.51'	30"BCCMP	2.67%
9B-9A	30.46'	18"BCCMP	3.55%
9A-5D	226.95'	18"BCCMP	5.86%
10A-8C	30.76'	18"BCCMP	0.85%
11A-5C	91.78'	18"BCCMP	1.38%
12B-12A	41.88'	36"RCP	0.81%
13B-13A	58.87'	24"RCP	5.21%
14H-14G	93.59'	36"BCCMP	2.83%
14G-14F	355.15'	36"BCCMP	0.92%
14F-14E	88.80'	36"BCCMP	1.05%
14E-14D	124.73'	36"BCCMP	3.44%
14D-14C	356.15'	36"BCCMP	1.01%
14C-14B	131.36'	36"BCCMP	0.85%
14B-14A	163.27'	36"BCCMP	2.77%
15H-15G	323.87'	18"BCCMP	1.14%
15G-15F	397.96'	18"BCCMP	1.15%
15F-15E	349.51'	18"BCCMP	1.20%
15E-15D	162.18'	30"BCCMP	0.58%
15D-15C	303.08'	30"BCCMP	1.54%
15C-15B	288.70'	36"BCCMP	2.00%
15B-15A	77.43'	36"BCCMP	1.65%
16B-16A	136.31'	18"BCCMP	1.18%
16A-5I	29.95'	18"BCCMP	1.17%

SETBACK LINES:

FRONT YARD R-2 40'
R-3 30'
SIDE YARD R-2 10'
R-3 10' BETWEEN HOUSES
REAR YARD R-2 40'
R-3 30'

CITY OF STOCKBRIDGE APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING.

Paul Brickland, City Manager DATE 3/16/2007
MAYOR

APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEVELOPMENT PLAN REVIEW DEPARTMENT
HENRY COUNTY - BOARD OF COMMISSIONERS

APPROVED BY *Steve Schepel* DATE 3/15/07

CITY APPROVAL

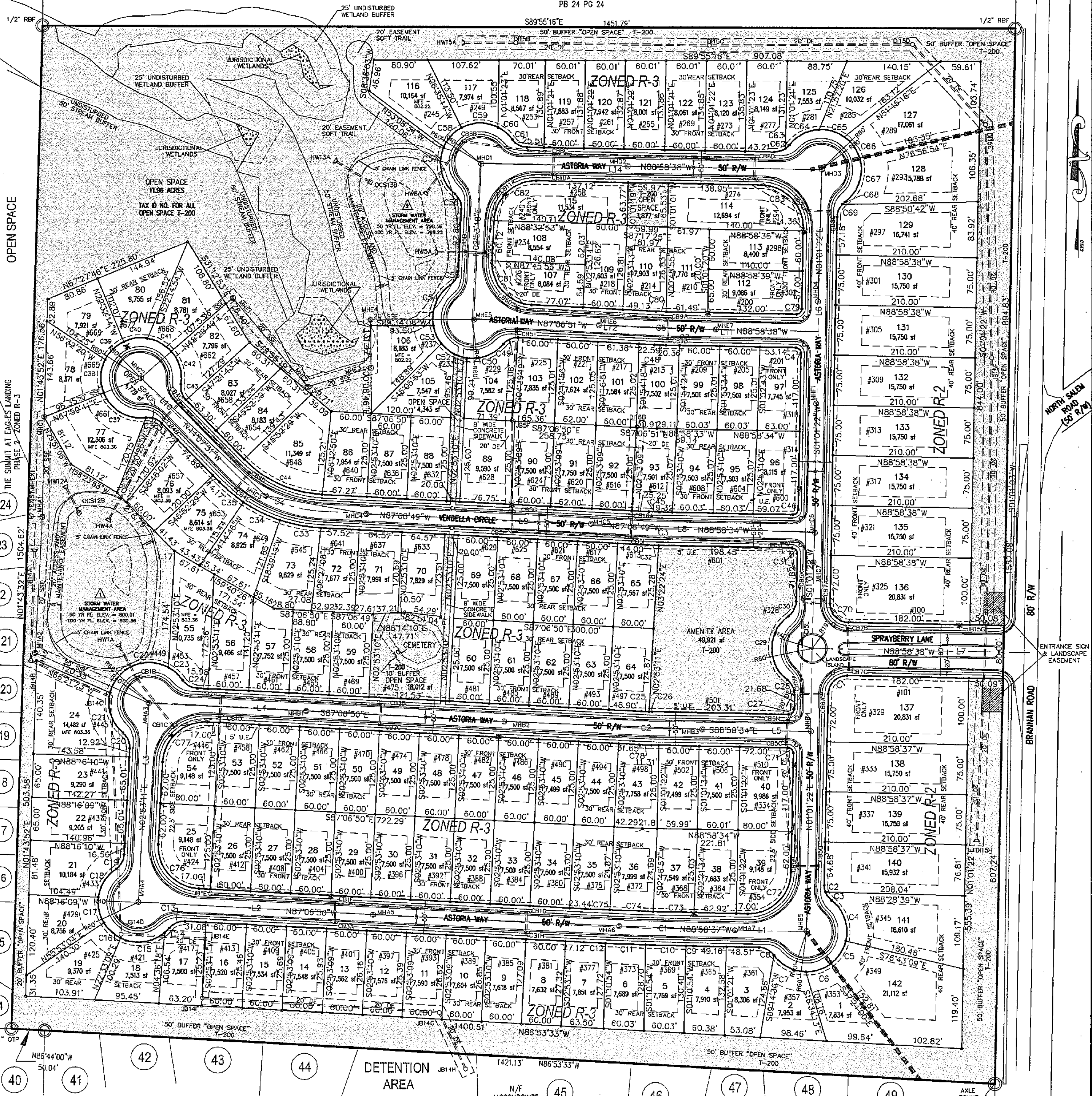
IT IS TO BE NOTED THAT CITY OF STOCKBRIDGE ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, NOR FOR THE EXTENSION OF CULVERTS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE HENRY COUNTY SUBDIVISION ORDINANCE.

AREA TO BE DEDICATED TO THE
HOMEOWNER'S ASSOCIATION
TOTAL AREA OF OPEN SPACE - 12.57 ACRES

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
N/F NOW OR FORMERLY
DE DRAINAGE EASEMENT
#000 STREET ADDRESS
MH MANHOLE
SSE SANITARY SEWER EASEMENT
JB JUNCTION BOX
UE UTILITY EASEMENT
HW HEADWALL
CB CATCH BASIN
YI YARD INLET
FIRE HYDRANT
BCCMP BITUMINOUS COATED CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
SB BUILDING SETBACK LINE
DI DRAIN INLET
MFE MINIMUM FOOTING ELEVATION

COUNTY	HENRY	CITY	STOCKBRIDGE
LAND LOT	30	DISTRICT	7TH
SHEET	2	REVISIONS	
OF 3	DATE 02/08/07	SCALE	1" = 100'
SHEET TITLE: FINAL SUBDIVISION PLAT			
CLARK MEADOWS (F.K.A. SPRAYBERRY STATION)			
PREPARED FOR: HUDGINS COMMUNITIES, INC.			
 Conceptual Design Engineering, Inc. 98 Vining Drive McDonough, GA 30253 PHONE 678-610-5405 FAX 678-610-5770 Land Planning Civil Engineering Surveying			



CITY OF STOCKBRIDGE APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING.

Red. Stockbridge, City Manager DATE 3/16/2007
MAYOR

CITY APPROVAL

IT IS TO BE NOTED THAT CITY OF STOCKBRIDGE ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, NOR FOR THE EXTENSION OF CULVERTS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE HENRY COUNTY SUBDIVISION ORDINANCE.

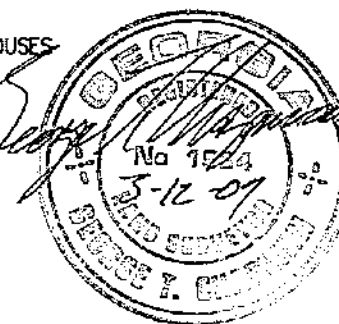
APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEVELOPMENT PLAN REVIEW DEPARTMENT
HENRY COUNTY - BOARD OF COMMISSIONERS

APPROVED BY *[Signature]* DATE 7/17/07

SETBACK LINES:

FRONT YARD R-2 40'
R-3 30'
SIDE YARD R-2 10'
R-3 10' BETWEEN HOUSES
REAR YARD R-2 40'
R-3 30'



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

COUNTY	HENRY	CITY	STOCKBRIDGE
LAND LOTS	30	DISTRICT	7TH
SHEET	3	JOB NO.	205863
OF	3	DATE	02/08/07
		SCALE	1" = 100'

SHEET TITLE: FINAL SUBDIVISION PLAT
CLARK MEADOWS
(F.K.A. SPRAYBERRY STATION)
PREPARED FOR: **HUDGINS COMMUNITIES, INC.**



Conceptual Design Engineering, Inc.
98 Vining Drive
McDonough, GA 30253
PHONE 678-610-5406 FAX 678-610-5770
Land Planning Civil Engineering Surveying



City of Stockbridge

AGENDA ITEM

MEETING DATE

March 8, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☒ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: K. Harris-Braggs, Main Street Program Mgr.; Anika Potts, Adv. Board Chair; J. Christian, Artist

DEPARTMENT: Stockbridge Main Street — Economic Development

ITEM/PROJECT/EVENT:

The Stockbridge Main Street Program Advisory Board requests the City Council's permission to install the first mural in a proposed four (4) murals for the Downtown area as a part of its Downtown Public Arts Program. This mural will be installed on the retaining wall located at the corner of Harrell Street and N. Henry Blvd. — near Stockbridge Elementary School. The mural will feature a whimsical train theme.

BACKGROUND INFORMATION:

The City of Stockbridge, via the Main Street Program, has received a FY 2021 grant from the Georgia Council on the Arts (GCA) to initiate its Downtown Public Arts Program. GCA-Approved muralist, John Christian, has been hired to design, paint, and install the proposed mural. Per the grant agreement, the City will pay a 50/50 grant fund match for the mural. (See attached GCA Grant Contract)

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 5,750.00

(Grant Matching Funds)

ATTACHMENTS:



ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

CONTRACT NO.	EFFECTIVE DATE	DEPARTMENT	PROGRAM
FY21 14	July 1, 2020	4293201010	1461801
SUBCLASS NO	ACCOUNT NO	DUNS NO	IDENTIFICATION
315	707012	026667139	58-0915620
STATE OF GA AMOUNT	FED FUND SOURCE	FEDERAL/NEA AMOUNT	TOTAL GRANT AMOUNT
	2321003	\$6000	\$6000
If your organization received FED/NEA funds, the CFDA is:			45.025

FUNDING SOURCE : ☐ STATE money only ☐ FEDERAL money only ☐ FEDERAL & STATE money

**GEORGIA COUNCIL FOR THE ARTS
PROJECT GRANT AGREEMENT FY21**

GRANT AMOUNT: \$6000
PROGRAM: 01
STATE OF GEORGIA

START DATE: July 1, 2020
END DATE: June 30, 2021
COUNTY OF FULTON

This Agreement, made and entered into by and between the Georgia Department of Economic Development, a department of State government of Georgia, on behalf of Georgia Council for the Arts, (Collectively referred to as "GDEcD" or "GCA"), as Party of the First Part, and

City of Stockbridge - Main Street Program
4640 N Henry Blvd
Stockbridge City Hall
Stockbridge GA, 30281-3651

As Party of the Second Part (hereinafter called the Recipient). GCA and Recipient are collectively "the Parties".

WITNESSETH:

WHEREAS, the mission of Georgia Council for the Arts ("GCA") is to cultivate the growth of vibrant, thriving Georgia communities through the arts; and

WHEREAS, GCA goals include using the arts to promote Georgia's economic growth, to support strong connections between artists, arts organizations and the public resulting in community connections and an improved quality of life; to act as a catalyst for increased public awareness of the value of the arts and of Georgia's rich cultural heritage; and to invest in the sustainability and advancement of Georgia's creative sector; and

WHEREAS, GCA provides grant funding to eligible local governments and private non-profit organizations located within the state who have submitted an application prior to the respective submission deadline and whose application best meets GCA's goals; and

WHEREAS, based upon Recipient's Application for the FY21 Grant ("Application"), GCA has determined that Recipient is an eligible applicant as defined in GCA's FY21 Grant Guidelines. Although the Application is not attached herewith, Recipient acknowledges that GCA has relied on the representations in the Application to determine Recipient's eligibility;

WHEREAS, based upon the Application, GCA has determined that Recipient meets all eligibility requirements as set forth in the Guidelines; and

WHEREAS, the Georgia Department of Economic Development is authorized and empowered to enter into Agreements with individuals, organizations and institutions for cooperative endeavors furthering the objectives of GCA.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the cultural and educational advantages to the citizens of the State of Georgia, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES PROVIDED BY RECIPIENT

1.1 Recipient agrees to fulfill the goals set forth in its application narrative, a copy of which is below:

The Stockbridge Main Street Program is diligently working toward creating an arts and cultural district in the downtown area. A key portion of the Program's vision statement speaks to creating "a memorable, vibrant center of activity, art, business, culture, government, and entertainment that values the rich diversity of our city; [and] attracts positive investment; inspires community spirit." In 2017, the Main Street Program created a Master Plan for the City's historic downtown area that discussed how incorporating murals into Stockbridge's downtown area would bring the desired vibrancy and artistic community engagement. For these reasons the Stockbridge Main Street Mural Project will serve as the first step and catalyst project toward the creation of a vibrant arts and cultural district in Stockbridge. The goal is to install at least one mural by August 2020, with a second mural to be in place by June 2021. In addition, the project would like to provide the "Mural in Me" educational programming to at least a fourth of the students who currently attend both Stockbridge and Smith Barnes Elementary schools by June 2021.

1.2 Recipient agrees that all expenses will be incurred and work completed within the current FY, July 1, 2020 – June 30, 2021.

1.3 Recipient agrees to provide a 1:1 cash match to the award amount. Matching funds must be received by June 30, 2021. Failure to produce the proposed cash match results in cancellation of the unmatched portion of the award. In-kind contributions of goods, services, or space are not allowed as a match.

1.4 GCA agrees to pay Recipient the amount shown on Page One of this Agreement and Recipient agrees to apply the full amount to its undertaking.

1.5 At any time during the term of this Agreement should there be any discrepancies between Recipient's actual performance and the Application's goals or scope of work, Recipient must immediately contact GCA for adjustments to this Agreement.

2. ADHERENCE TO LAWS

GCA expects all grant recipients to adhere to the standards set forth by our partner agency, The National Endowment for the Arts. However, if the grant award is funded wholly or partially with federal funds issued to GCA through the National Endowment for the Arts as indicated on page one of this contract, then

the use of such funds is governed by federal regulations, including but not limited to the General Terms and Conditions for Partnership Agreements for National Endowment for the Arts Awards found at Appendix A and the financial regulations at 2 C.F.R. § 200 et seq. Recipient represents and warrants that that it will adhere to and abide by all applicable federal and state laws and regulations in the performance of this Agreement, including the provisions of Appendix A (if applicable based upon the use of federal funding), which are incorporated into this Agreement as if set out fully herein.

3. ADHERENCE TO GRANT GUIDELINES

- 3.1 Recipient agrees to adhere to any additional requirements contained within the applicable GCA grant guidelines which can be found at <https://gaarts.org/what-we-do/grants/projectgrant/>.

4. RECORD RETENTION

- 4.1 Financial records, supporting documents, and statistical records must be retained for a period of three (3) years from the date of submission of the final report. Exceptions include if litigation, claim, or audit is started before the expiration of the three-year period, or if GCA notifies you in writing to extend the retention period.
- 4.2 Standards for Documentation of Personnel Expenses (2 C.F.R. § 200.430(i)(1)). Charges to awards for salaries and wages must be based on records that accurately reflect the work performed. General Terms & Conditions for Grants and Cooperative Agreements to Organizations must support these costs for both the Federal funds and cost share or matching requirements. GCA may require personnel activity reports or equivalent documentation if necessary (2 C.F.R. § 200.430(i)(8)).
- 4.3 Records for equipment must be retained for three (3) years after final disposition (2 C.F.R. § 200.333(c)).
- 4.4 Access to Federal award information: During the period of performance and the subsequent retention period, the NEA's Inspector General, the Comptroller General of the United States, or any of its authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (2 C.F.R. § 200.336). Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (2 C.F.R. § 200.335). In addition, restrictions on public access are generally limited to protected personally identifiable information (PPII) and other FOIA and applicable exemptions (2 C.F.R. § 200.337).

5. EVALUATION

- 5.1 Recipient will provide for GCA a Final Report and Final Request for Reimbursement. The final report form, directions on how to file and specified deadlines can all be found on <https://gaarts.org/what-we-do/grants/projectgrant/> All grant final reports are due within 30 days of the completion of the project.

6. ACKNOWLEDGEMENT OF ARTS SUPPORT

- 6.1 GCA requires all Recipients to recognize GCA in all materials, publications, and programs that are supported by state funds and in which other funders are credited. This includes programs, newsletters,

brochures, fliers, ads, calendars, posters, press releases, films, videotapes, websites and all electronic transmissions. Note: any organization receiving operating support funding (Partner Grant) must provide this recognition for the entirety of the fiscal year of funding. The GCA logo must be reproduced in the same size and proportion as that of other sponsors. It must be reproduced as it is provided, without alteration. For additional information about GCA credit and to access the logo, review <https://gaarts.org/what-we-do/grants/gca-logo-requirements/>.

- 6.2 If there is no printed material associated with a program, oral credit must be given. The statement below must be provided before the event or performance, and during any radio broadcast or audiotope for the hearing impaired.

"This program is supported in part by Georgia Council for the Arts through the appropriations of the Georgia General Assembly. Georgia Council for the Arts also receives support from its partner agency - the National Endowment for the Arts."

- 6.3 GCA reserves the right to change the language of the required acknowledgement of Arts Endowment support, as well as the right to disallow the use of our logo and acknowledgement of our support.

Acknowledgment of the National Endowment for the Arts must also be prominently displayed in all materials and announcements for NEA funded project. For print materials, use the NEA's current logo whenever possible along with the following phrase: "This project is supported in part by an award from the National Endowment for the Arts" GCA encourages you to include "To find out more about how NEA grants impact individuals and communities, visit www.arts.gov." For radio or television broadcast, GCA requires the following voice-over language: "This project is supported in part by an award from the National Endowment for the Arts. On the web at arts dot gov." For television broadcast, display of the Arts Endowment logo and web address is required.

7. IMMIGRATION ACT VERIFICATION PROCESS

- 7.1 Recipient agrees to comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA"), enacted by Congress to regulate the receipt of "public benefits" by aliens, and the Georgia Security and Immigration Compliance Act ("GSICA"), O.C.G.A. § 50-36-1 *et seq.* Where Recipient is an organization, GCA shall verify the lawful presence of the individual who has signed the Application.
- 7.2 Prior to any funds being delivered to Recipient, Recipient shall produce the following documents to GCA.
- 7.2.1 A document issued by a state or federal jurisdiction or recognized by the United States government and that is verifiable by federal or state law enforcement, intelligence, or homeland security agencies that contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A list of all acceptable documents can be found on the website of the Georgia Department of Law at <http://law.ga.gov/immigration-reports>.
- 7.2.2 If the Recipient cannot produce a document that satisfies Paragraph A, Recipient must submit an affidavit that Recipient is a United States citizen or legal permanent resident 18 years of age or older; or an affidavit that Recipient is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, is 18 years of age or older, is lawfully present in the United States, and provides the Recipient's alien number

issued by the Department of Homeland Security or other federal immigration agency. Form affidavits are accessible on the website of the Georgia Department of Audits and Accounts at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html.

- 7.2.3 If the funds received under this Grant Agreement will be distributed to individuals or other corporations as sub-recipients, Recipient is responsible for verifying the eligibility of any pass-through recipient under the procedures required under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA") and the Georgia Security and Immigration Compliance Act.

8. RESPONSIBILITIES AND LIABILITIES

- 8.1 GDEcD, GCA, and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, assume no liability for damages or injuries arising out of this Agreement or any addendum thereto, and the responsibilities and obligations of GDEcD under the Agreement are limited to providing not more than the total grant as set forth in this Agreement.
- 8.2 Recipient agrees to indemnify GDEcD, GCA and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, from any and all known and unknown damages, legal and equitable claims of every kind and nature -- in tort, Agreement, federal law, state law, constitutional law, statute and otherwise, known and unknown -- attorney's fees, costs and expenses of litigation, which GDEcD, GCA and the State of Georgia may now have or which may hereafter accrue on account of or in any way arising out of this Agreement or the administration, planning, preparation, development, conducting, and execution of this Agreement. **This provision shall not apply to state or local units of governments or instrumentalities thereof which are prohibited from entering into indemnification agreements under Georgia law.**
- 8.3 Recipient agrees to administer, plan, prepare, develop, conduct and execute the Scope of Services described in accordance with all the terms, conditions, and limitations set forth herein. Recipient agrees that no portion of these grant funds shall be utilized for the following expenses:
- Capital Expenditures/Equipment, which are permanent fixtures or equipment with a useful life of over one year that cost more than \$5,000. This included:
 - Buildings or real estate
 - Renovations or improvements involving structural changes
 - Roads, driveways, parking lots or projects/repairs
 - Permanent or generally immobile equipment
 - Fundraising event expenses
 - Programming outside of Georgia
 - Tuition for college/university study
 - Scholarships, prizes, or endowment funds
 - Debt and interest associated with capital expenditures
 - Depreciation
 - Bad debt
 - Alcohol
 - Entertainment expenses, such as receptions, refreshments, staff or cast parties, staff awards, flowers, etc.
 - Late registration fees for conferences

- Fees paid to lobbyists
- Travel and accommodation expenses that are over the rate allowed by the state of Georgia (see <http://gsa.gov/portal/category/100120> for a breakdown of travel rates)
- Any expenses labeled as miscellaneous, other, additional expenses, discretionary expenses, slush fund, etc.

8.4 In the execution of this Agreement, Recipient agrees to refrain from political activities, including endorsement of any political candidate or party, use of machinery, equipment, postage, stationary, or personnel on behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material.

9. GENERAL PROVISIONS

- 9.1** Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 9.2** Waiver. A waiver by GDEcD or GCA of any breach of any provision of this Agreement shall not be construed to be either a waiver of its rights regarding any succeeding breach of any such provision or a waiver of the provision itself.
- 9.3** Assignment. Recipient shall not assign all or any part of the rights or obligations under this Agreement without the prior written consent of GCA, which may be withheld in GCA's sole discretion. Any permitted assignment shall be binding on and inure to the benefit of the Parties' successors and assigns.
- 9.4** Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be modified except by an instrument in writing signed by the Parties.
- 9.5** Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflicts of law's provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall take place in the Superior Court of Fulton County, Georgia. The Parties hereby consent to the personal jurisdiction of the Superior Court of Fulton County, Georgia in any dispute arising from or relating to this Agreement.
- 9.6** Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between GDEcD/GCA and Recipient. No Party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other except as specifically set forth herein.
- 9.7** Representation of Authority. Each individual executing this Agreement below represents that he or she has full authority to execute this Agreement on behalf of the party.
- 9.8** Boycott of Israel. Recipient certifies that it is not currently engaged in, and agrees for the Term of this Agreement not to engage in a boycott of Israel, as defined in O.C.G.A. §50-5-85.

9.9 Termination. GCA may terminate this Agreement at any time by giving written notice to the Recipient of such termination and specifying the effective date thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the undersigned do hereby accept the terms and conditions as set forth in the above Agreement.

RECIPIENT



Authorizing Official/Signature

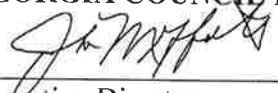
Typed Name: Randy Knighton

Title & Date: City Manager 8/20/2020

FEIN: 58-0915620

DUNS#: 026667139

GEORGIA COUNCIL FOR THE ARTS



Executive Director

Date: 7/27/20



February 26, 2021

CITY OF STOCKBRIDGE
4640 N HENRY BLVD SE
STOCKBRIDGE, GA 30281

Thank you for being a valued Georgia Power customer. We look forward to servicing all of your outdoor lighting needs. The following proposal is for install a new Georgia Power Company owned Outdoor Lighting LED System.

Per your request, Georgia Power Company proposes the following estimate:



- Install (34) 60 w LED DECORATIVE POST TOPS
- Install (34) 13'MH BLACK CONCETE POLES
- Install (19) 333 w LED AREA FIXTURES - BLACK
- Install (19) 30ft MH BLACK ALUMINUM POLES
- Trench 3300 ft
- NETWORK LIGHTING CONTROLS - ALL FIXTURES
 - PROVIDES REMOTE MAINTENANCE TO GPC
 - DIMMING AND CURTAILMENT FUNCTIONALITY

BILLING OPTIONS:

Standard Operating Lease: 1-month agreement, automatically renews month to month, lease price is fixed. Georgia Power retains ownership of the system. **All materials, labor, energy & maintenance to operate the system are included.**

Upfront payment required - \$251,180

Monthly lease amount (energy included) - \$1,900.05

-OR-

Upfront payment required - \$175,000

Monthly lease amount (energy included) - \$2,750.17

-OR-

Upfront payment required - \$0.00

Monthly lease amount (energy included) - \$5,129.87

Please let me know if you have any questions. This proposal is valid for (30) days from the above date.

Should you have any questions, please call me at the number listed below or email me at your convenience.

Sincerely,

Jennifer L. Williams

Account Executive

Georgia Power Outdoor Lighting

C: 678-218-8940

jennwill@southernco.com

<https://www.georgiapower.com/business/electric-products/outdoor-lighting/>

Lighting Services Agreement



Customer Legal Name STOCKBRIDGE CITY OF DBA _____

Service Address 4640 N HENRY BLVD SE STOCKBRIDGE GA 30281 County Henry - GA

Mailing Address 4640 NORTH HENRY BLVD STOCKBRIDGE GA 30281

Email rknighton@cityofstockbridge-ga.gov Tel # 770-568-4956 Alt Tel # _____

Tax ID# 5620 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 78150-25012

Selected Components

Action	Qty	Wattage	Type	Description
INS	34	60	LED	Post Top
INS	19	330	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$4,848.70	\$281.17	\$5,129.87	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement



Customer Legal Name STOCKBRIDGE CITY OF DBA _____

Service Address 4640 N HENRY BLVD SE STOCKBRIDGE GA 30281 County Henry - GA

Mailing Address 4640 NORTH HENRY BLVD STOCKBRIDGE GA 30281

Email rknighton@cityofstockbridge-ga.gov Tel # 770-568-4956 Alt Tel # _____

Tax ID# 5620 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 78150-25012

Selected Components

Action	Qty	Wattage	Type	Description
INS	34	60	LED	Post Top
INS	19	330	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$2,469.00	\$281.17	\$2,750.17	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$175,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
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7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement



Customer Legal Name STOCKBRIDGE CITY OF DBA _____
Service Address 4640 N HENRY BLVD SE STOCKBRIDGE GA 30281 County Henry - GA
Mailing Address 4640 NORTH HENRY BLVD STOCKBRIDGE GA 30281
Email rknighton@cityofstockbridge-ga.gov Tel # 770-568-4956 Alt Tel # _____
Tax ID# 5620 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 78150-25012

Selected Components

Action	Qty	Wattage	Type	Description
INS	34	60	LED	Post Top
INS	19	330	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$1,618.88	\$281.17	\$1,900.05	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$251,180.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
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Plan View

[illegible][illegible]

Notes:

1. Readings are shown in units of measured lux/steradians.
2. Total Light Loss Factor (TLCF) = 512 LU per LED
3. Test Pattern = 2" Above Grid
4. Fixture mounting height = See Plan View
5. Fixture Spacing = See Plan View
6. This percentage input was calculated using specific performance.

analysis and safety analysis capabilities during the development of the system.

Council Consideration to approve Bond Interest
Rates, Fees and Distributions.

Presented by Randy Knighton - City Manager,
Ed Wall – Financial Advisor,
Doug Selby – Bond Counsel,
Quinton Washington – City Attorney